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STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW) **AMENDMENT TO THE DECLARATION OF PROTECTIVE
COVENANTS FOR CARRIAGEBROOK SUBDIVISION
RECORDED IN BOOK 4303 AT PAGE 245**

WHEREAS, Camden Development Co., LLC, hereinafter referred to as "Declarant", previously filed a Declaration of Protective Covenants and Conditions for Carriagebrook Subdivision recorded September 17, 2020 in Deed Book 4303 at Page 245 in the records of the Register of Deeds Office for Kershaw County (the "Declaration"); and

WHEREAS, the Declaration provides that Declarant may amend, modify, and change these protective covenants and restrictions without any required consent or approval from any other property owner until such time as the last lot, or property, has been sold and deeded out of the Declarant's name; and

WHEREAS, Declarant certifies that it owns at least one Lot in Carriagebrook Subdivision;

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 hereinafter set forth which shall run with the land and all Lots therein and which shall be binding upon all Owners thereof.

1. Add the following to Article I – Definitions:

Section 8. "Costs of Collection" shall mean and refer to all costs and expenses incurred by the Association in collecting assessments or any other charges authorized herein, whether or not any action at law and/or equity is 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, costs and expenses incurred by the Association.

2. Delete Article III and replace with the following:

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is shown on any recorded subdivision plat shall be subject to assessment and shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Property which is subject to assessment. In the event any Owner desires to combine two (2) or more Lots for the purpose of constructing and maintain a single residence thereon, the resulting combined Lot and assessments are limited to one (1) vote.

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

CLASS A. Class A members shall be Owners, with the exception of the Declarant, and shall be entitled to one voter per each Lot owned. When more than one person holds interest in any Lot, all such persons shall be members, and the vote for such Lots 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 member(s) shall be the Declarant and shall be entitled to fifteen (15) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

3. Delete Article IV and replace with the following:

ARTICLE IV -- ASSESSMENTS

Section 1. Purpose of Assessments. The assessment 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.

Section 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 hereafter 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 of Collection 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. 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.

Each assessment, together with late charges, interest and Costs of Collection 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.

Section 3. Computation. The Board shall prepare 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 detailed budget to Owners who make written request and pay a reasonable copy charge.

Section 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 levied at a uniform rate per Lot and shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. 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. Specific assessments are not subject to the uniform rate per Lot provision of Article IV, Section 1, and may be levied in a manner to be determined by the Board.

Section 6. 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 and any other amounts provided or permitted by law. In the event the assessment remains unpaid, the Association may, pursuant to the discretion of the Board, 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 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 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, 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 of Collection, then to late charges, then to interest, and then to delinquent assessments.

4. **Add the following paragraph to ARTICLE V – ARCHITECTURAL CONTROL:**

Any structure approved by the ARC must be reasonably maintained for the entirety of its continued existence at or above the conditional, material, and structural integrity specified in the initial plans and specs submitted to the ARC and/or in the condition necessary to qualify for initial permitting from any implicated federal, state, or municipal permitting agency. The ARC reserves the right to establish a baseline for upkeep and maintenance of any permitted structure. In the event that no permitting agency is implicated and/or the ARC fails to provide a baseline for upkeep, any structure approved for construction by the ARC must be reasonably maintained in a manner that preserves and ensures the continued aesthetic quality of the subdivision, the safety of the general public, and the health and safety of occupants of the Lot upon which the approved structure is constructed.

5. **Add the following Article VI:**

ARTICLE VI – ENFORCEMENT

Section 1. Enforcement. Enforcement of the Declaration, Bylaws and 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 the Rules or 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 attorney 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(s), 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 attorney's 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.

Section 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.

Section 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%) percent of the total vote in the subdivision at a duly called meeting with a quorum present, any rule or regulation may be overridden.

Section 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 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 proceedings against the Declarant, its employees or agents unless first approved by the affirmative vote of the holders of not less than seventy-five (75%) percent 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.

6. Add the following paragraphs to GENERAL PROVISIONS.

24. No vehicle used or capable of being used as a means of transportation or recreation over land, water, or air shall be permitted to park on the street, Common Area, Lot, or area other than those specifically designated for parking, such as driveways, garages, parking pads, carports, or any other areas approved by the Declarant, its successors and assigns, or the Association. Upon notice of a violation of this provision, and a reasonable opportunity to remedy said violation, Declarant, its successors or assigns, or the Association reserve the right to tow the improperly parked object at the Owner's expense. Such expenses shall constitute a charge against the Lot and Owner(s) thereof, collectible in the same manner as Assessments pursuant to Article IV of this Declaration.

25. For as 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 the Association.

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

Capitalized terms used herein shall have the meaning set out in this Amendment or, if not defined herein, the meaning set out in the Declaration and/or Bylaws for the Association.

