

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
HUNTER'S CROSSING**

Cross Reference Declarations:

Declarations Recorded in:

Deed Book 1017 at Page 1681
Deed Book 1033 at Page 1539
Deed Book 1047 at Page 1610
Deed Book 1059 at Page 1928
Deed Book 1073 at Page 309
Deed Book 1086 at Page 1328
Deed Book 1094 at Page 2264
Deed Book 1113 at Page 3448
Deed Book 1141 at Page 2639
Deed Book 1207 at Page 978
Deed Book 1059 at Page 1947
Deed Book 1059 at Page 1967
Deed Book 1059 at Page 1980
Deed Book 1261 at Page 5018

Cross Reference Plat:

Plat Book 2019 at Page 150

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

WHEREAS, amendments to certain Declarations above were recorded in the Office of the Register of Deeds for Sumter County on January 4, 2007 in Deed Book Deed Book 1059 at Page 1980, Deed Book 1059 at Page 1967, and Deed Book 1059 at Page 1947; and on November 6, 2019 in Deed Book 1261 at Page 5018 (collectively "**the Amendments**"); and

WHEREAS, the Declarations provide that they may be amended at any time by the Declarant, without the consent or approval of any lot or other property owner, until Declarant no longer owns property within Hunters Crossing Subdivision, including additions or extensions thereto; and

WHEREAS, Declarant certifies that it owns at least one lot in Hunter's Crossing 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, charges and liens hereafter set forth which shall run with the title to the land and all Lots therein which shall be binding upon all Owners thereof.

1. Add paragraph 31 to Article VI as follows:

Leasing Restriction- 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. Replace Paragraph 27 in Article VI with the following provision:

All lots, property, and premises, to include the exterior of the house and fence(s) shall be kept in a neat, orderly, attractive and clean condition at all times and each lot owner will be responsible for all necessary landscape maintenance such as cutting grass and shrubbery/hedges, mulching, pine needles and other ground cover, watering, fertilizing, spraying, pruning, and other actions necessary to keep all yards maintained in a consistent, neat attractive, and orderly manner in keeping with good and accepted landscaping practices as established by the Homeowners Association. Climbing plants or vegetation of any kind, shall not be placed or allowed to remain on any fences or wall, building, or along a property line, unless it has been approved and is maintained by the Homeowners Association.

It is further expressly understood that if same is not put in such condition within thirty (30) days after written notice from the Architectural Review Committee, then the developer (Declarant) and/or Homeowners Association shall have the right to take such steps and corrective action to have said lot, exterior of home or fence(s) cleaned, mowed or cleared at the sole expense of the property owner, who consents to pay any such costs by accepting title to such property subject to these prospective covenants. Failure of the property owner to reimburse developer (Declarant) and/or Homeowners Association shall entitle developer (Declarant) and/or the Homeowner's Association to take action to obtain a judgment for the same, with all costs associated therewith being taxed and assessed against the lot owner, including reasonable attorney's fee and court costs associated with same. The costs assessed to the lot owner shall also be treated as an unpaid assessment, allowing the Homeowner's Association all collection privileges

outlined in the Declarations for unpaid assessments, including filing a lien against the title of the lot and initiating a foreclosure action to enforce payment of the lien.

3. Add paragraph 32 to Article VI as follows:

Privacy Fence Maintenance- Homeowner's are responsible for maintaining their fences in like new condition. Wood privacy fences shall be stained within 3 months of installation (after the wood has cured) and shall be re-stained no later than every 3 years or as needed, as determined by the Architectural Review Committee, to ensure their integrity and appearance.

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 5th day of August 2024.

SIGNED, SEALED AND DELIVERED

DECLARANT:

In the presence of:

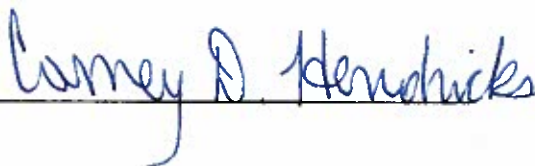
Pinnacle Properties of Sumter, LLC



BY: 

Tyler B. Dunlap, Jr., Member

Witness



(Notary Acknowledgement on following page)

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 signatory, 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

5th day of August, 2024.

Camey D. Hendricks

Notary Name: Camey D. Hendricks

Notary Public for South Carolina

My Commission Expires: March 14, 2029

