Instrument Book Volume Page 2024-8140 OR 5220 260

2024-8140
Filed for Record in
KERSHAW COUNTY, SC
BILLIE MCLEOD, REGISTER
09/26/2024 11:38:07 AM
D/AMENDMENT \$ 25.00
Bk OR Vol 5220 Page 260 - 262

STATE OF SOUTH CAROLINA

) AMENDMENT TO THE DECLARATION OF PROTECTIVE

) COVENANTS FOR CARRIAGEBROOK SUBDIVISION

COUNTY OF KERSHAW

) 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 **Book 4303 at Page 245** in the records of the Register of Deeds Office for Kershaw County, which restrictions have been amended by document recorded on March 25, 2024 in **Book 5109 at Page 161** (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.

The following items shall be added under "GENERAL PROVISIONS":

- 1. No Dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than Owner's entire Dwelling. Owner shall have no more than two (2) leases within a calendar year. Any lease must be in writing and provide that the terms of the lease and occupancy of Dwelling shall be subject in all respects to the provisions of this Declaration and the Bylaws and Articles of Incorporation, and that failure by any lease to comply with terms of such documents shall be in default of such lease.
- 2. 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 expense 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, as amended.

Return to: Shuler-Killen, LLC

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.

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 a 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 Register of Deeds Office for Sumter County.

Therefore, the above are annexed into the Declaration 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 $\sqrt{2^{1/4}}$ day of September, 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CAMDEN DEVELOPMENT CO., LLC

Witness #1 (required)

Witness #2 (required)

Witness #1 (required)

Witness #1 (required)

Witness #2 (required)

Witness #2 (required)

Witness #2 (required)

Witness #2 (required)

Witness #1 (required)

STATE OF SOUTH CAROLINA)	
	ACKNOWLEDGMENT
COUNTY OF SUMTER)	
Carolina do hereby certify that CAMDEN DE	{name of official}, Notary Public for the State of South /ELOPMENT CO., LLC, by its Members Knowlton Properties,
our owner, to not any ocitivy that contriber be	and Dunlap Properties Limited Partnership (By it General
	, its Manager) personally appeared before me this $\frac{1246}{12}$
day of September, 2024 and acknowledged th	01.
Commission Commission	Mingrit Bloomer
NOTARY &	SIGNATURE OF OFFICIAL OR NOTARY PUBLIC
AUBLIC \$ 100000000000000000000000000000000000	My Commission Expires: 06/07/2033
TO SOUTH CHANGE	
Maniemath	
STATE OF SOUTH CAROLINA)	
)	ACKNOWLEDGMENT
COUNTY OF SUMTER)	
1, Ginger L. Bloomer	{name of official}, Notary Public for the State of South
Carolina, do nereby certify that Richard IVI. Knowlton, Jr., as Manager for CAMDEN DEVELOPMENT CO.,	
LLC personally appeared before me this 121	μ day of September, 2024 and acknowledged the due
execution of the foregoing instrument.	
man R.L. BLOOM	Higgs Bloomer
Lung Chamission in the line	/ SIGNATURE OF OFFICIAL OR NOTARY PUBLIC
TARL S. TARL	My Commission Expires: 86/07/2033
AUTOUT TO	Express, <u>July 50 ministron Express</u>
IN POBLIC /S	
The 06/07/2033 CO	
SOUTH Change	