

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

SECOND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS CAROLINA PALMS

Cross Reference:

(Original Declarations recorded in:

Deed Book 961 at Page 869

Deed Book 985 at Page 1614

Deed Book 1105 at Page 3502)

(Amended Declaration recorded in:

Deed Book 1210 at Page 2886)

(Conservation Easement

Deed Book 929 at Page 1448)

(Plats

Plat Book 2014 at Page 220

Plat Book 2011 at Page 25

Plat Book 2010 at Page 209

Plat Book 2008 at Page 281

Plat Book 2008 at Page 166

Plat Book 2006 at Page 487

Plat Book 2005 at Page 179

Plat Book 2004 at Page 525

Plat Book 2004 at Page 503

Plat Book 2004 at Page 121

Plat Book 2003 at Page 559)

WHEREAS, Pinnacle Properties of Sumter, LLC., a/k/a Pinnacle Properties, hereinafter referred to as "Declarant" previously executed those certain Declarations of Covenants, Conditions and Restrictions Carolina Palms (hereinafter collectively "the Original Declarations") were recorded in the Office of the Register of Deeds for Sumter County on December 1, 2004 in Deed Book 961 at page 869; June 22, 2005 in Deed Book 985 at page 1614; on May 15, 2008 in Deed Book 1105 at page 3502; and

WHEREAS, an amendment to the Original Declarations above was recorded in the Office for the Register of Deeds for Sumter County on April 14, 2015 in Deed Book 1210 at Page 2886 (hereinafter "the Amendment").

WHEREAS, the above referenced Declarations of Covenants, Conditions and Restrictions may be amended at any time by the Declarant, until the last Lot in said subdivision has been sold; and

WHEREAS, Declarant currently owns a Lot in said subdivision; and

WHEREAS, it is Declarant's desire for any and all amendments to the Declarations, present and future, to be consolidated and incorporated into one document

WHEREAS, the purposes of the amendments in this amended and restated declaration include but are not limited to updating the provisions so as to allow the community to run more efficiently and

to adequately deal with community concerns and to add provisions to more efficiently solve and mitigate community problems; and

NOW THEREFORE, Declarant hereby approves the following second Amended Declaration wherein the real property described in the Original Declarations 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 which shall be binding upon all Owners thereof. This Second Amended Declaration shall replace and supersede all previous Declarations of record for Article I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Carolina Palms Homeowners Association, Inc., its successors and assigns. Said Association has, or will be, incorporated as a non-profit mutual benefit corporation and operate subject to and in compliance with its By-Laws and the terms of these covenants, and as they may be amended.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Property described herein, and which may be later, added, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) conveyed to the Association by the Declarant for the common use and enjoyment of the owners, as well as other responsibilities or duties imposed upon the Association by the Declarant, these Protective Covenants and/or the Board of Directors of the Homeowners Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the most recent recorded subdivision plat of the Lots and Properties to be used for a residence, with the exception of any Common Area.

Section 5. "Declarant" shall mean and refer to Carolina Palms Homeowner Association, Inc., its successors and assigns and/or Pinnacle Properties of Sumter, LLC.

Section 6. "Architectural Review Committee, ARC, Architectural Review Board, and ARB shall mean the Architectural Review Committee and shall all be synonymous.

Section 7. "Property" and "Properties" shall mean and refer to the real property described in the Exhibits "A" of the Original Declarations cross referenced herein, and such additions thereto as may be brought within the jurisdiction of the Association in accordance with the most recently recorded plats filed with the Office of the Register for Deeds of Sumter County.

Article II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area, or other rights which shall be appurtenant thereto and shall pass with the title to every Lot, subject to the following provisions;

- (a) Additional rights, duties and responsibilities of the Lot owners may be added or transferred to the Association by the Declarant, or the Association, but always subject to the terms and provisions of the covenants contained herein;
- (b) The right of the Association to charge reasonable assessments, admissions, and other fees for the use of any Property or improvements situated upon any part of the Common Area as well as may be needed to comply with these covenants and to operate the Association in accord with its By-Laws.
- (c) The right of the Association to suspend the voting rights and right to use the facilities, or any Common Area Property, by an owner for any period during which any assessment against his/her/their/its lot remains unpaid; and for any infraction of these Protective Covenants or any of the published rules and regulations of the Homeowners Association;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as imposed by these covenants. No dedication, change, or reversal of any such dedication or transfer shall be effective unless an instrument agreeing to such dedication, reversal, change, or transfer has been approved by at least two-thirds (2/3rds) of the Lot Owners and said dedication, change, reversal, or transfer has been recorded in the public records of Sumter County.
- (e) The Declarant, and/or the Association, reserves the right to withdraw property from the Association so long as all Owners within 500 feet of the withdrawn property consent, and appropriate access to the remaining portions of the Properties is preserved.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, and no other, unless approved in writing by the Association.

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 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 Lot Owner desires to combine two (2) or more Lots for the purpose of constructing and maintaining a single residence thereon, the resulting combined Lot shall from that date forward be deemed one (1) Lot for the purposes of these covenants and limited to one (1) vote.

Section 2. The association shall consist of two (2) classes of voting membership, to wit:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned, except as set forth in Section 1 when lots are combined, as shown in the most recent recorded subdivision plat. When more than one person holds an interest in any Lot, all such persons shall be members but must designate one (1) voting member. The vote for such Lots shall be exercised as they

determine, but in no event shall more than one (1) vote be cast with respect to any lot or combination as set forth above.

Class B. The Class B member(s) shall be the Declarant, and its successors who shall be entitled to five (5) votes for each Lot owned and shown on the most recent recorded subdivision plat, and in addition Declarant shall be entitled to appoint a majority of the Board of Directors of the Homeowners Association until termination of the Class B membership. The Class B membership shall cease and be converted to Class A membership on the happening of the following event:

At any time selected by the Declarant, but not later than December 31, 2030.

Article IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Purpose of Assessment.** The assessments 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 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. 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 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.

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.

Section 3. Computation. The Board will prepare and approve 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 the 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, including, without limitation, reasonable attorney's fees and management company charges incurred, and any other amounts provided or permitted by law. In the event that 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 the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens. 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, 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 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, then to late charges, then to interest and then to delinquent assessments.

Article V

ENFORCEMENT

Section 1. Enforcement. Enforcement of the Declaration, Bylaws, and the 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 any of the Rules and 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 attorneys' 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, 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 attorneys' 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 Owner.

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%) of the total vote in the Subdivision at a duly called meeting with a quorum present, any Rule or Regulations 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 of 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 proceeding against the Declarant, its employees or agents unless first approved by the affirmative vote of the holders of not less than seventy-five percent (75%) 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.

Article VI

GENERAL PROVISIONS

NOTICE: THE GRANTEE(S) OF ANY LOT IN SAID SUBDIVISION AGREE THAT TAKING TITLE SUBJECTS THE SAID GRANTEE(S) TO COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE CONSERVATION EASEMENT AND ACCEPTANCE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SUMTER COUNTY ON MARCH 3, 2004 IN DEED BOOK 929 AT PAGE 1448 WHICH IS INCORPORATED HEREIN BY REFERENCE AS FULLY AS IF SET FORTH HEREIN VERBATIM. FURTHER, GRANTEE, BY ACCEPTANCE AND RECORDATION OF ANY DEED TO ANY LOT IN CAROLINA PALMS SUBDIVISION EXPRESSLY AGREES TO ASSUME ALL OBLIGATIONS AND RESEPONSIBILITIES OF THE GRANTOR TYLER B. DUNLAP, JR. AND/OR SUMMIT REALTY & DEVELOPMENT, INC. UNDER SAID ABOVE REFERRED CONSERVATION EASEMENT AND ACCEPTANCE, IF SAID EASEMENT AFFECTS OR IS LOCATED ON ANY PART OF THEIR LOT.

NOTICE: NOTICE is herewith given to the Grantee(s) of any Lot or property in the Subdivision that certain Lots therein contain Upland Buffer for protected wetlands. These Buffers should not be disturbed. Further, certain Lots in the Subdivision include within their boundaries, all, or a portion, of land that is dedicated for use as a Detention Structure (Detention Pond) as shown and defined on the Subdivision plat. The primary purpose of a Detention Structure (Detention Pond) is to temporarily store storm water runoff and release the stored runoff at a controlled rate. Such Detention Structures (Detention Ponds) will be inspected and monitored by the Plan Approval Agency, The Sumter County Soil and Water Conservation District. As a prospective Buyer, or Owner, you and other Owners similarly situated, owning property that contains a part of a Detention Structure (Detention Pond) will be solely responsible for the maintenance and repair of any deficiencies found thereto by the above referred Plan Approval Agency. Said duty to maintain

and repair may be enforced by and through the appropriate agency, namely, the Sumter County Soil and Water Conservation District, or the U.S. Army Corp. of Engineers or the South Carolina Department of Health & Environmental Control, or any successor agency designated by law to enforce the provision of the Storm Water Management and Sediment Control Ordinance adopted by Sumter County Council on May 12, 1998.

NOTICE: A provision will be included in your Deed that contains an acknowledgement, to be signed by you as a Buyer, that the matters set forth herein, as well as the reservation of any easement that will permit access to the said Detention Structure (Detention Pond) by the Plan Approval Agency, or its agents, workmen, or designees, for appropriate inspection, maintenance, and repair, if necessary. The costs and expenses or all such maintenance, compliance, and/or repair to the Detention Structure (Detention Pond) shall be the sole responsibility of the property/Lot Owner.

Section 1. No structure shall be erected on any lot other than one single-family dwelling, and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. No building, outbuilding, fence, wall, garage or other structure shall be commenced, erected, or maintained upon any of the Lots in the Subdivision until the complete plans and specifications showing the nature, kind, shape, height, square footage, materials, and location of the same have been submitted and approved, in writing as to harmony of external design, materials, siting and location in relation to surrounding structures and topography. An architectural review committee must review and approve all such plans and specifications. In the event said committee fails to approve such requested design, materials, siting and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans, design and specifications shall be deemed disapproved. If any vacancy should occur on the architectural review committee, then the remaining member, or members, shall elect and appoint a successor or successors to fill said vacancy on said committee. Any rights or approvals reserved herein to the Declarant, may be assigned by him in writing to the architectural review committee at any time. Any structure approved by the ARB 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 ARB and or in the condition necessary to qualify for initial permitting from any implicated federal, state, or municipal permitting agency. The ARB 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 ARB fails to provide a baseline for upkeep, any structure approved for construction by the ARB 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.

Section 2. No Lot referred to herein shall be subdivided or reduced in size without the written consent of the Architectural Review Committee, or the Declarant. The Declarant and/or the Architectural Review Committee is specifically authorized to modify or change lot lines and sizes, and grant variances when it deems same necessary, desirable, or when needed to prevent undue hardship as determined by the Declarant.

Section 3. The placement, design, type, color lettering together with property identification markers of any mailbox or delivery receptacles and its support must be approved by the Declarant, or the Architectural Review Committee. Further, no garments, signs, posters, banners or other

similar materials may be hung, exposed, displayed, dusted or cleaned from the front façade of any home in the Subdivision.

Section 4. The building line on Lots shall be variable. The setback line shall not depend on the setback of other Lots in the Subdivision but shall be as defined on the Subdivision plat, city ordinances, or as otherwise set by the Declarant and/or the Architectural Review Committee, so long as same is not in violation of the ordinances of the City of Sumter.

Section 5. No noxious or offensive activity shall be permitted upon any Lot hereby conveyed, and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the Subdivision. No hogs, goats, cows, horses, chickens or other such animals, or fowl, of any kind shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situations shall be permitted on any such lot, which would constitute, cause or become an annoyance or nuisance to the area as a residential area, or any condition permitted on any such Lot which would pollute the water of any lake, stream, conservation area, or pond located in or near said subdivision.

Section 6. No tent, shack, trailer, school bus, camper, boat or motor home or temporary structure, of any kind or nature, shall be used for a residence, or be erected, kept, had or allowed at any time on any Lot hereby conveyed for said purpose. All rubbish, garbage, refuse, and trash shall be kept in closed cans or other suitable containers approved by the City of Sumter and out of sight from the front street. All Lots, property, and premises shall be kept neat, clean and free of trash, garbage or debris at all times. Each Lot Owner will perform all necessary maintenance, such as cutting grass and shrubbery/hedges, watering, fertilizing, spraying, pruning and other actions necessary to keep all yards, grass, shrubbery and flowers in a neat, attractive and well-maintained state in a manner consistent with good and accepted landscaping practices. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, along a property line, shall be maintained by the respective Lot owner, who must keep same in a neat, attractive condition and in compliance with the directions of the Architectural Review Committee.

Section 7. An easement is reserved unto the Declarant, or its successors or assigns, over the front, side, and rear five (5) feet of each Lot hereby conveyed for the purposes of utility installations, right of way, and for the operation and maintenance thereof; and for twenty (20) feet over existing sewer and water lines for the maintenance thereof. If said subdivision plat reflects greater easements, then such greater easement is herewith adopted as part of these covenants. Further, each homeowner by acceptance and recordation of a deed to any property in the Subdivision, expressly agrees to abide and comply with all restrictive covenants, easements, and rights of way affecting the herein described property including any and all conservation, preservation, and/or environmental easements and restrictions.

Section 8. Purchaser of any Lot further expressly acknowledges and agrees by acceptance and recordation of the deed from the Declarant, that he/she/they/it has received a copy of these Restrictive Covenants, and have read and understand same and agree to comply with all of the terms and conditions of these Restrictive Covenants, and as they may be amended in the future as provided herein.

Section 9. A plot plan showing the position and location of the house to be constructed on the lot must be presented for approval to the Declarant, or the Architectural Review Committee, before

any clearing is done of any trees, or the Lot is graded, or changed in any manner. In addition, a sketch plan showing the front and rear elevations must be presented for approval before the house plans can be approved by the Declarant or the Architectural Review Committee. Further, no renovation, remodeling, painting, resurfacing or exterior maintenance shall be made to any building/dwelling unless and until same has been approved by the Architectural Review Committee to insure conformity with adjoining properties, harmony of appearance, and consideration for neighborhood aesthetics with adjoining Lots and/or dwellings.

Section 10. No boats, trailers, trailer hitches, campers, recreational vehicles, commercial vehicles, or any vehicle larger than a standard passenger vehicle, or other non-self-propelled vehicles and/or conduit of transport shall be stored on any of the Property except in the rear half (1/2) of a Lot (but in no event closer than twenty (20') feet to any rear Lot line) or within an enclosed garage. No inoperable nor any unlicensed motor vehicles shall be allowed on the Property, or any additions or extensions thereof, for a period of more than thirty (30) days unless stored within an enclosed garage. No unmuffled motor vehicles of any type will be operated on the Property. For purposes of this paragraph, a pickup truck, Jeep, and other vehicles of somewhat similar size and use shall be included within those vehicles considered standard passenger vehicles.

Section 11. No artificial contrivance used or capable of being used as a means of transportation or recreation over land, water, or air shall be permitted to park on any street, Common Area, Lot, or area other than those specifically designated for parking, such as driveways, garages, parking pads, car ports, or any other areas approved by the Declarant, and successors or 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 Amended Declaration.

Section 12. The entire area embraced in Carolina Palms Subdivision and which is subject to these Restrictive Covenants is herewith designated as a bird sanctuary. There shall be no trapping, hunting, shooting, or attempting to shoot or molest in any manner any bird or wild fowl, or to rob bird nests or wild fowl nests, or to hunt, trap, shoot or harm any wild animal; provided however, that should any such wild fowl or animal be found to constitute a nuisance or menace to health or property in the opinion of the Sumter County Health Authorities. In such event, the appropriate health authorities shall meet with representatives of the Audubon Society, Bird Club, Garden Club, Humane Society, or Declarant to determine and execute plans as are necessary or desirable to abate such nuisance in the manner deemed advisable by health authorities and under the supervision of the Sheriff of Sumter County.

Section 13. No Improvements upon any streets adjoining any Lot shall be broken or disturbed in any manner without the consent of the Architectural Review Board, and any person disturbing or breaking the improvements, or curb, on any street, whether intentionally or unintentionally, either directly or indirectly by themselves or by their agents, servants, employees, family members, contractors, or other persons or concerns working at or under their direction or in their behalf, shall be responsible for the immediate replacement and repair thereof.

Section 14. No fireworks shall be stored, used, sold, displayed, or shot in the subdivision, or any Lot therein, or any additions or extensions thereto.

Section 15. Any building constructed on any Lot in the Subdivision, or additions thereto, shall be completed within nine (9) months from the commencement of the construction unless the time for completion is otherwise extended by the Architectural Review Board.

Section 16. No clotheslines will be permitted on any Lot except in the rear of the dwelling thereon and out of sight of the street, and such clotheslines shall only be permitted if constructed of a collapsible nature and shall be collapsed when not in actual use.

Section 17. It is understood that the herein restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Declarant shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions shall be construed for the benefit of the Declarant alone, who reserves the right to alter, amend, or release the same at will.

Section 18. No sale, rent, advertising signs or billboards shall be erected on any Lot/house or displayed in any form to the public, except as specifically approved in writing by the Declarant or Architectural Review Committee. No signs, as above described, shall be nailed or fastened to any tree at any time.

Section 19. It is understood and agreed by all Lot owners that the Declarant shall not be responsible for the installation and maintenance of storm drains, control of surface water, or maintenance of streets after said streets and systems have been dedicated to the City and/or County of Sumter, or the State of South Carolina. Further, NO individual well for drinking water or sewage disposal system shall be allowed on any Lot unless such system is allowed, designed, located and constructed in accordance with the requirements, standards and recommendations of the Sumter County Health Department. Approval for any such system must be obtained, in writing, from such authority before any construction or use may be made thereof.

Section 20. No Lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted on any Lot which materially affects surface grade of said Lot or surrounding Lots, unless approved in writing by the Declarant or the Architectural Review Committee.

Section 21. No radio, television, communication, transmission or reception towers, disks, satellite dishes, or antennas shall be erected on any Lot in the subdivision other than one (1) small satellite dish not more than twenty-four (24") inches in diameter and installed in such a manner and at such location as to not be visible from the street or detract from the appearance of the Subdivision or adjoining properties, unless approved or modified by the Architectural Review Committee. Neither may any solar panels be placed upon any Lot, nor may any solar panels be affixed to any structures on any Lot without prior approval by the Architectural Review Committee.

Section 22. Neither Declarant nor any member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications submitted and approved by the Architectural Review Committee or Declarant, nor for any structural defects in any work done according to such plans or specifications. Further, neither Declarant nor any member of the Architectural Review Committee shall be liable in damages to anyone submitting plans or specifications for approval under these restrictions or to any owner of property affected by this declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of, or

in connection with the approval or disapproval, or failure to approve or disapprove of any such plans or specifications. Every person who submits plans or specifications to the Declarant or Architectural Review Committee agrees by submission of such plans or specifications, and every Lot owner agrees, that he/she/they/it will not bring any action or suit against the Declarant or any member of the Architectural Review Committee for recovery of any such damages, of any kind or nature.

Section 23. All driveways, sidewalks, and entrances to garages or houses shall be concrete or a substance approved in writing by the Declarant, or Architectural Review Committee, and of uniform quality.

Section 24. Each Lot owner shall comply strictly with all of the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Review Committee or any aggrieved Lot owner, jointly, individually, or severally, shall have the right to proceed in law or equity for the recovery of damages, or for injunctive relief, or both.

Section 25. If any sentence, clause, or paragraph of this Declaration shall be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph thereof.

Section 26. The Declarant reserves to itself, its successors and assigns, the right to relocate, open or close streets in the subdivision and to revise, re-subdivide and change the size, shape, dimensions, and locations of Lots and streets, whether shown on a recorded plat, a promotional display or a Lot layout plan; provided, however, that no Lot sold prior to such revisions, relocation, or change shall be deprived of access to the street or streets on which it bounds nor of access to such Lot from the said streets in the subdivision on which it borders.

Section 27. The Purchaser/Buyer of any Lot in the Subdivision acknowledges and agrees that if, lighting, security and/or protection systems are put into operation by any utility provider in the subdivision for the protection of residents and homeowners in the Subdivision, then each said Lot owner expressly agrees to be responsible for paying his/her/their/its pro-rata share of any such lighting or protection system.

Section 28. The covenants and restrictions of this Declaration shall run with and bind the land and all parties acquiring same as well as their successors in title, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by the Declarant, until the last Lot in said subdivision has been sold and thereafter only by an instrument signed by the Owners of not less than two-thirds (2/3rds) of the Lots in said Subdivision. Any amendment must be in writing and recorded in the Office of the Register of Deeds of Sumter County.

Section 29. For so 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 Association.

This Amended 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.

This Amended Declaration shall be effective on the date that it is recorded with the Office of the Register of Deeds for Sumter County.

[SIGNATURE PAGE FOLLOWS]

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 October, 2021.

SIGNED, SEALED AND DELIVERED
in the presence of:

DECLARANT:

Pinnacle Properties of Sumter, LLC.

Acqueline G. Garrett
Witness

Linda H. Tobias
Witness

By: [Signature] (L.S.)
Name: Tyler B Dunlap
Title: Dunlap Properties CP
MANAGER

STATE OF SOUTH CAROLINA)
)
COUNTY OF Sumter)

ACKNOWLEDGMENT

I, Camey D. Hendricks, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Pinnacle Properties of Sumter, LLC. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this
5th day of October, 2021.

Camey D. Hendricks (SEAL)
Notary Public for South Carolina
My Commission Expires: March 14, 2029