

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
SIBLEY VILLAGE SUBDIVISION

Cross Reference Declaration:

Book 1334 at Page 3239

WHEREAS, the various Declaration of Protective Covenants, Conditions and Restrictions for Sibley Village Subdivision were recorded December 10, 2024 in Book 1334 at Page 3239 of the Sumter County Register of Deeds (The “**Declaration**”); and

WHEREAS, the Declarations provide that they may be amended by the Declarant at any time without approval from any other property owner if the Declarant owns at least one lot in the subdivision; and

WHEREAS, Declarant certifies that it owns at least one lot in Sibley Village 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.

Add Paragraph 17 ‘Home-Based Business Restrictions’ to ‘General Provisions’

17. HOME OCCUPATION AND HOME-BASED BUSINESS RESTRICTIONS

(a) Permitted Home Occupations.

A Lot Owner or occupant may operate a home-based business or home occupation on a residential lot within the Community, subject to all of the conditions and restrictions set forth herein. Such use shall at all times remain clearly incidental and secondary to the residential character of the dwelling.

(b) Prohibition on Customer and Client Foot Traffic.

No home-based business or home occupation shall generate or permit any customer, client, patron, vendor, delivery person (beyond ordinary residential delivery services), or other business-related visitor to come to or upon the lot, the dwelling, or any common

areas of the Community in connection with any commercial activity. Specifically prohibited are:

- (1) The receipt of clients, customers, or patrons at the dwelling for any purpose related to the home occupation;
- (2) The scheduling of in-person business appointments or meetings at the dwelling;
- (3) Any activity that causes persons not residing at the lot to regularly or frequently visit the premises in furtherance of a commercial enterprise;
- (4) Retail sales conducted from the premises where customers are present;
- (5) Business signage visible from the street or common areas, including but not limited to signs, banners, placards, or vehicle signage parked on the premises.

(c) Conditions Applicable to All Permitted Home Occupations.

Any home-based business permitted under this section shall comply with all of the following conditions:

- (1) The home occupation shall be conducted entirely within the enclosed structure of the dwelling by residents of the lot; no accessory structures, garages, or exterior areas may be used for business operations;
- (2) The home occupation shall not employ non-resident employees, contractors, or agents who report to or work from the dwelling;
- (3) No goods, products, equipment, or materials associated with the business shall be stored or displayed outside the dwelling or in any manner visible from the street or neighboring lots;
- (4) The home occupation shall not produce noise, odors, vibration, light, or any other nuisance beyond that customarily associated with normal residential use;
- (5) The home occupation shall not require business-related vehicles, trailers, or equipment to be parked or stored on the lot or on streets within the Community in excess of normal residential use;
- (6) The home occupation shall comply with all applicable federal, state, and local laws, ordinances, licensing requirements, and zoning regulations;
- (7) The use of the dwelling for a home occupation shall not alter the residential appearance of the property in any way.

(d) Examples of Permitted and Prohibited Uses.

The following are provided as illustrative examples only and do not constitute an exhaustive list:

Permitted (subject to all conditions above):

- Remote work, telecommuting, or online-only business activities;
- Freelance writing, graphic design, consulting, software development, or similar work performed remotely;
- Telephone or internet-based sales where no customers visit the property;

- Mail-order or e-commerce businesses where deliveries are handled through ordinary mail or parcel services.

Prohibited:

- Beauty salons, barber shops, nail salons, massage therapy, or personal care services operating from the home;
- Tutoring, music lessons, daycare, or educational services with students or children visiting the dwelling;
- Medical, dental, chiropractic, counseling, or other professional offices receiving patients;
- Repair shops, mechanic services, or any business where customers bring items to the property;
- Food preparation businesses involving customer pick-up at the dwelling.

(e) Enforcement.

Any violation of this section shall be subject to enforcement by the Association in accordance with the Declaration and the Association's then-current enforcement policies, including the assessment of fines, the pursuit of injunctive relief, and recovery of attorneys' fees and costs as permitted by the Declaration and applicable law. The Association shall have the right, but not the obligation, to enforce these restrictions.

(f) Interpretation.

In the event of any ambiguity regarding whether a particular business activity constitutes a prohibited use under this section, the Board of Directors shall have the authority to make a reasonable, good-faith determination, which determination shall be final and binding upon all lot owners absent manifest error or bad faith.

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 27 day of May 2026.

Witness: [Signature] Declarant: _____

Knowlton Properties, LLC

By: Richard M. Knowlton, Member

Witness: [Signature]

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 27 day of May, 2026.

[Signature]
Notary Name: John B. Hilton III

Notary Public for South Carolina

My Commission Expires: 12-15-33

