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STATE OF SOUTH CAROLINA)
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COUNTY OF BEAUFORT) FIRST AMENDMENT TO THE
) PADDOCKS ON JARVIS CREEK
)
) DECLARATION OF COVENANTS,
) RESTRICTIONS, AND EASEMENTS

THIS FIRST AMENDMENT TO THE PADDOCKS ON JARVIS CREEK DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Amendment"), is made this 18th day of October, 2020, by PADDOCKS ON JARVIS CREEK PROPERTY OWNERS' ASSOCIATION ("Association").

WITNESSETH:

WHEREAS, the Members of the Association are bound by, and subject to, those certain restrictive covenants entitled The Paddocks on Jarvis Creek Declaration of Covenants, Restrictions, and Easements (the "Covenants"), as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 2083 at Page 1743, and hereby amend the Covenants, pursuant to Section 14.1 of the Covenants, as set forth below.

NOW, THEREFORE, the Association hereby amends the Covenants, and declares that the Property, as that term is defined in the Covenants, shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered, improved, and used subject to this Amendment. This Amendment, the benefits of same, and the affirmative and negative burdens of this Amendment, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and burden, and run with the land and any estates in the land herein referred to as the Property, and this Amendment is intended to be covenants and servitudes burdening and benefitting all persons now or hereafter deriving a real property estate in the Property whether by assignment, succession or inheritance or other method of conveyance.

I. The following Sections shall be deleted in their entirety and replaced with the Sections below: 3.3(c), 3.11, 3.15, 3.18, 3.22, 5.3, 9.12, 11.2, 11.3 and 13.04.

Section 3.3(c). For new construction and/or demolition/reconstruction of an existing residence, the Owner shall furnish five (5) copies of all plans and related data to the ARB, or its agent, for its records. Upon submittal of five (5) copies of all plans and related data to the ARB, two fees shall be paid by the Owner to the POA: a Plan Review Fee in the amount of ONE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) for calendar year 2020 and a Road Impact Fee in the amount of ONE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) for calendar year 2020. Both the Plan Review Fee and Road Impact Fee shall be subject to periodic adjustment by the Board thereafter.

The Plan Review Fee and Road Impact Fees are both non-refundable, except that the Road Impact Fee will be refunded in the event the ARB does not approve the new construction and/or demolition/reconstruction project.

For exterior additions and add-ons to existing residences, five (5) copies of all plans and related data shall be furnished to the ARB, or its agent, for its records and a fee shall be required at the time of submittal to cover costs of plan review by professionals, said fee not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for calendar year 2020, and shall be subject to periodic adjustment by the Board of Directors thereafter. The ARB, in its sole discretion, may charge a Road Impact Fee, not to exceed the current Road Impact Fee for new construction and/or demolition/reconstruction of an existing residence, for exterior additions and add-ons to existing residences.

For all other additions, reconstructions, alterations, changes or landscaping outlined in Section 3.3(a), the ARB, at its sole discretion, may charge a Plan Review Fee and/or Road Impact Fee, neither of which will exceed the fees outlined in this section for new construction and/or demolition/reconstruction of an existing residence.

For all applications submitted to the ARB, approval shall be in writing, dated and shall not be effective for any work commenced more than twelve (12) months from the date such approval unless a different expiration time is specifically stated in the written approval. Disapproved plans and related data shall be accompanied by a written statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within ninety (90) days following receipt by the ARB of a completed application with all required documentation and written request for approval, the provisions of this Section shall be deemed waived by the ARB.

Section 3.11: Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or pastured on the Property other than household pets kept in any one residence. Excluded from the definition of household pets and specifically prohibited as pets in The Paddocks are the following: cows, horses, snakes, swine, goats, and fowl. Also specifically prohibited are all "pit bulldog" breeds, including, but not limited to, Staffordshire Bull Terriers, Bull Terriers, Pit Terriers, American Pit Bull Terriers, Rottweilers "Pure" Bred canines and all varieties of Chow "Pure" Bred canines. All dogs shall be on a leash or under voice control at all times when not confined in a fenced area or inside an Owner's residence. In order to preserve the aesthetic qualities of the Property, to maintain sanitary conditions on the Property, to prevent the spread of worms and infectious diseases on the Property, to maintain a proper respect for other Owners and users of the Property, and to maximize the overall use and enjoyment of the Property, each person who keeps a pet within a Dwelling Unit shall abide by rules and regulations established by the Declarant or the Association from time to time. The breach of any of these rules and regulations shall be a noxious and offensive activity constituting a nuisance.

Section 3.15: Other Buildings and Vehicles.

All Owner and guest vehicles must be garaged or parked on the driveway of that residence, except that vehicles may be temporarily parked on the street or roadway during daylight hours when capacity of the garage or driveway has been exceeded. Parking is prohibited on any lawn, sidewalk, grassed/wooded areas, common areas, cul-de-sacs or any other area of the Dwelling at any time.

Overnight parking on the street, roadways, sidewalks, or anywhere except the garage or driveway of the dwelling, is strictly prohibited.

Temporary street parking is allowed on Paddocks Court and Hackney Pony Lane in order to visit the pool and clubhouse area.

All vehicles in the Paddocks must be in operating condition, good repair, and have current registration and license plates. Vehicles not complying with the above may, after written notice provided to the Owner pursuant to Section 11.3, be removed from The Paddocks and/or impounded at the Owner's expense.

No mobile homes, trailers, tents (other than children's tents on a temporary basis), barns or similar out-buildings, vehicles or structures shall be placed on any Lot at any time, either temporarily or permanently without prior written approval from the ARB and such approval shall normally be limited to temporary use of such structures reasonably essential to economical, orderly, and efficient construction during a construction process only.

Motorcycles and motorbikes may be maintained on the Property so long as they are parked in a garage and their use is limited to access to and from Jonesville Road in the most direct route to the Lot or Dwelling Unit.

No boats, boat trailers, camper trailers, recreational vehicles, ATVs, commercial trucks, or utility trailers may be parked or maintained on the Property, without prior written approval of the ARB, unless garaged at all times. The term "commercial truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles, or hauling quantities of cargo and which are used in a trade or business in which the truck is used because of its commercial capabilities and not merely as a means of transportation and which display identification of a commercial enterprise on the exterior of the vehicle. This is not intended to include attractive dual-purpose vehicles driven and maintained primarily as a means of transportation, such as station wagons, mini-vans, jeeps, Scouts or Wagoneer type vehicles and sport trucks and other pickup-type trucks of three-quarter (3/4) tons or less that do not have exposed signage or logos other than discreet identification approved by the ARB and do not have exposed equipment or supplies.

The operation of motorized vehicles driven by unlicensed drivers is prohibited.

The operation of four wheelers, dirt bikes and all-terrain vehicles is prohibited.

Section 3.18: Landscaping Maintenance. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon shall always be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and water/marsh maintenance. In order to implement effective control, Declarant and/or Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash, which in the opinion of the ARB detracts from the overall beauty and safety of the Property, in accordance with the provisions of

these Covenants, and, further, to conduct such landscaping and landscaping maintenance activities as may be authorized as a common expense under these Covenants and the By-Laws. Prior to entering upon any Lot to perform maintenance to resolve any of the aforementioned conditions, the Association shall provide written notice to Owner of the Association's intent to enter upon the Owner's Lot for such maintenance, and provide Owner ten (10) calendar days from the date of such written notice in order to cure such conditions. In the event that the Association deems it necessary to enter upon any Lot to correct any unsightly, unkept or unsafe condition, as set forth above, and Owner has not timely cured such conditions after written notice, all expenses incurred in such corrective action shall be the responsibility of the Owner, and such expenses may be charged and collected in like manner against such Owner as an assessment obligation. All owners of unimproved Lots shall pay the sum of THREE HUNDRED FIFTY DOLLARS (\$350.00) per year to the Association, said sum to be specifically used to have unimproved Lots mowed. It shall be the Association's responsibility to mow unimproved lots and it shall not be deemed a trespass to enter upon such unimproved lots for this purpose. Said sum may be increased from time to time as the Board deems necessary.

Section 3.22: Rental Restrictions/Leases. The lease or rental of any dwelling within the Property, for a period of less than twelve (12) consecutive months, shall be prohibited, excluding rentals to members of an Owner's immediate family. Leases or rentals of any dwelling for a period of twelve (12) consecutive months or more shall not be considered to be a violation of this Declaration so long as the lease of such dwelling is undertaken in full compliance with the rules and regulations as may be promulgated and published from time to time by the Association. No dwelling may be used other than as a single-family residence. If a dwelling is rented or leased, the entire dwelling shall be rented or leased. Renting or leasing individual rooms or portions of a residence, *i.e.*, AirBNB, is strictly prohibited, as is renting dwellings for short-term vacations, *i.e.*, Homeaway, VRBO, Housetrip, Roomorama. No person may live in The Paddocks in any structure other than a dwelling. For dwellings that contain both a main structure, or house, and a separate structure that is a garage or carriage house, the Owner may not occupy one of the structures and lease the other structure to a third party(ies). All lessees or tenants of dwellings within the Property shall in all respects be subject to the terms and conditions of this Declaration. Lessees shall be considered non-members for all Association purposes.

Section 5.3. Rights Reserved in Declarant. Cross reference is made to Section 13.01 for certain reserved rights of Declarant within Open Space areas.

Section 9.12. Reserves for Replacement. Unless waived by a majority vote of the membership, the Association, through its Board, shall establish and maintain an adequate reserve fund from assessments collected from Owners for the periodic maintenance, repair, and replacement of improvements to the Common Property which the Association is obligated to maintain. The fund shall be funded out of regular annual assessments, the road impact fees set forth in Section 3.3(c) of the Amended Covenants, and the transfer fees set forth in Section 9.13 of the Amended Covenants.

Section 11.2: Authority and Enforcement.

Upon the violation of the Declaration, the Covenants, the By-Laws, or any rules and regulations duly adopted hereunder, including without limitation, the failure to timely pay any assessments,

the Board shall have the power (1) to impose reasonable monetary fines, which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, (2) to suspend an Owner's right to vote in the Association, or (3) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the Co-Owners of such Owner and their respective families, guests, and tenants) to use any of Recreational Amenities; and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his Co-Owners or the family, guests, or tenants of his Co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter not to exceed sixty (60) days.

Any violations which are deemed by the Board to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Owner as a specific item, which shall be a lien against the said Lot with the same force and effect as if the charge were part of the common expenses.

Section 11.3: Procedure.

Unless an Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association, in which case such penalties shall be automatic, the Board shall not impose a fine or suspend the right to vote or to use the Common Property unless and until notice of the violation is given as provided in subsection (1) below. Any such penalties may be effective or commence upon sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such penalties under subsection (2) below.

(1) Notice. If any provision of the Declaration, the Covenants, the By- Laws, or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice transmitted personally, sent by United States mail, postage prepaid, or delivered electronically, via email or other electronic methods, to the owner of record at such address or addresses, whether physical or electronic address(es), as the owner may have designated for notifications, or if no address has been so designated, at the address shown on Beaufort County's website to which property tax records are mailed, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction; or both, by written challenge and written request for a hearing before the Board, which request must be received by the Board within five (5) days of the date of the notice; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action. If a timely challenge is made and the violations cured within ten (10) days of the date of the notice, the Board, in its discretion, may, but is not obligated to waive any sanction or portion thereof. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense; and fines may be imposed on a per diem basis without further notice to the violator.

(2) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board shall be held in executive session affording the violator a reasonable opportunity to be heard. The hearing shall be set a reasonable time and date by the Board, and notice of

the time, the date and place of the hearing, and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. The date shall be not less than ten (10) days from the giving of notice without the consent of the alleged violator. The minutes of the meeting shall contain a written statement of the results of the hearing. This section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

(3) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provisions of the Declaration, the Covenants, the By-Laws, or the Rules and Regulations by self-help which may include, but is not limited to, the towing of vehicles that are in violation of parking rules and regulations. The Association may initiate a legal proceeding to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedures set forth in Section 3 of this Article. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including attorney's fees. The Association or its duly authorized agents shall have the power to enter a property or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, and structure, thing, or condition which violates the Declaration, the By-Laws, or the Rules and Regulations. All costs of self-help, including reasonable attorney's fee, shall be assessed against the violating Property Owner.

Section 13.04: Remedies in the Event of Violation or Breach.

In the event of a violation or breach of any of the restrictions contained herein by an Owner, its agents, successors or assigns, the Declarant shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Declarant shall have the right to recover all costs and expenses of suit in such action, including reasonable attorneys' fees. In addition to the foregoing, Declarant, its successors and assigns shall have the right, but not the obligation, whenever there shall have been built on said Property any structure which is in violation of these restrictions, to enter upon said Property where such violation exists and summarily abate or remove the same at the expense of the Owner, subject to the provisions of Sections 11.2 and 11.3. Any such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. Upon the creation and activation of the Association pursuant to Part Four hereof, the rights and powers of Declarant under this Section shall automatically be assigned to and vest concurrently in the Association, and Declarant and the Association shall henceforth have concurrent and independent rights of enforcement as provided herein.

III. The following Section(s) shall be added to the Covenants.

Section 9.13. Transfer Fee. Applicable to all transfers of Lots after the recording of this Amendment in the Office of the Register of Deeds for Beaufort County, South Carolina, there shall be a transfer fee due the Association from the purchaser of such Lot in an amount equal to one-half

of 1% of the purchase price, or \$1,000.00, whichever is greater. This fee is for the purpose of the Association's capital reserves, and all such fees shall be deposited and maintained by the Association in a capital reserve account, with said monies only to be used by the Association in compliance with this Declaration and other governing documents. This transfer fee does not apply to the following: (i) any transfer of ownership to a corporation, limited liability company, trust, or other legal entity, provided there is no change in the effective majority ownership interest; (ii) any transfer of ownership by inheritance or through conveyance for reasons of estate planning; (iii) any transfer of interest between spouses/former spouses as a result of a divorce decree or order.

This Amendment was duly adopted at a meeting of the members on October 18, 2020.

Betty S. Wraue
Witness

Elaine H. Bowen
Witness/Notary

PADDOCKS ON JARVIS CREEK
PROPERTY OWNERS' ASSOCIATION

By: Ann C. Shippy

Its: PRESIDENT, PADDOCKS POA

I, ELAINE H. BOWEN, do hereby certify that Ann Shippy, President of Paddocks on Jarvis Creek Property Owners' Association, appeared before me this day below written, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 2nd day of November, 2020.

Elaine H. Bowen
Notary Public of South Carolina
My Commission Expires: 6/29/26

