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BEAUFORT COUNTY SC - ROD
BK 3999 Pgs 1279-1284
FILE NUM 2021027520
04/16/2021 02:30:21 PM
REC'D BY ebaxley RCPT# 1028976
RECORDING FEES \$25.00

12-5-2020
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SIXTH AMENDMENT TO CONSOLIDATION AND DECLARATION OF RIGHTS,
COVENANTS AND RESTRICTIONS APPLICABLE TO PLEASANT FARM SUBDIVISION,
PORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

WHEREAS, there has been previously recorded a Consolidation and Declaration of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, and provisions for Pleasant Farm Homeowners Association, Inc., dated December 9, 1974 and recorded in Deed Book 225, at Page 1045 (hereinafter referred to as "Declaration") and

WHEREAS, the Declaration was previously amended by the Pleasant Farm Homeowners Association, by amendments dated October 1, 1980, recorded in Deed Book 311, page 728; December 19, 1983 recorded in Deed Book 390, page 306; September 21, 1984 recorded in Deed Book 483, page 1671; February 15, 1995 recorded in deed Book 839, page 979; and February 15, 1998 recorded in Deed Book 684, page 1526, and

WHEREAS, at a meeting on the 5thth day of December 2020, the Pleasant Farm Homeowners Association, Inc., duly called for the purpose hereinafter described it was determined that:

(CHANGE) SECOND AMENDMENT, Article II, Section 2. Additions to the Property. The Maximum Assessment for the Previous Year Without a Vote of the Association. The maximum annual assessments may be increased above 5% by vote of 51% of the members of the association who are voting in person or by proxy, at a meeting called for this purpose. The Directors of the Association shall fix the Annual Assessments at such an amount not in excess of the maximum, taking into consideration the current maintenance costs and the future needs of the Association.

(CHANGE) Article IV, Section 3(b). Extent of Member's Easements. The right of the Association, as provided in its bylaws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for any period for any infraction of its published rules, Rights, Covenants and Regulations. It being understood that any suspension for either non-payment of any assessment, or a breach of the Rights, Covenants and Regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessments and correct the infraction.

(CHANGE) Article IV, Section 3(d): Extent of Member's Easements. The right of the Association to give, sell or lease any part of the Common Properties to any Member, group of Members, public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift, sale, lease or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer, lease and determination as to the purpose and conditions shall be authorized by the vote of seventy-five (75%) percent of the vote at a duly called meeting and unless notice of the proposed agreement and action thereunder is sent either electronic mail (email) or via USPS (PFHOA Board discretion) to every Member at least thirty (30) days in advance of the action taken. A true copy of such resolution together with the certificate of the result of the vote taken thereon shall be made and acknowledged by the President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication, transfer or lease affecting the Common Properties prior to the recording thereof. Such a certificate shall be conclusive evidence of authorization by the membership of the Association.

(CHANGE) Article V, Section 5. Quorum for any Action Authorized. The presence at the meeting of Members, or of proxies, of fifty-one (51%) percent of the total vote of the eligible membership shall constitute a quorum. If the required quorum is not forthcoming at the meeting, another meeting may be called subject to the notice requirement set forth in Section 4 and the required quorum shall be twenty-five (25%) percent of the total number of the eligible membership of the Association provided that such meeting shall be called sooner than ten (10) days following such preceding meeting.

(CHANGE) Article V, Section 8. Effect of Non-payment of Assessment: The personal obligation of the Owner: The Lien: Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessments shall become delinquent and shall together with interest thereon at the rate of ten (10%) percent per annum from the due date and costs of collection as hereinafter provided become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. Homeowners undergoing hardship can communicate such to the Association. The Association may choose to accept an alternative payment schedule with the provision that if the agreement is not met by the homeowner, collection of assessments can be pursued through the court system.

(DELETE) Article V. Section 9: Exempt Property. Delete subparagraph (d) in its entirety.

(ADD) Article VI, Section 1A. Rentals. No residence shall be non-owner occupied, except under a written lease. No short-term rental, including, but not limited to VRBO and Airbnb are permitted. A lease must be in writing and provide for a lease term of no less than one (1) year. The lease will include an exit clause for military personnel who are reassigned or able to access

base housing prior to the end of the first year's lease agreement, as well as those receiving reassignment or permanent change of station orders. Military reassignment orders must be submitted to the association. No residence under lease shall be occupied by more than one (1) family unit. The lease agreement shall specifically provide that the tenant is subject to all Association Covenants, Conditions and Restrictions governing the use of the property. A written copy of the lease agreement shall be provided to the Homeowners Association Board of Directors.

(ADD) Article VI, Section 2a: Fences. The preferred construction of fences terminates no greater than ½ the width of the house. The fence may be constructed to meet the house. Fencing extending across the front of the property facing the street will be open faced design. The sole intent of a fence extending across the front of the property is for decorative purposes and cannot be constructed to serve as an enclosure. All fence design requires Architectural Control Committee approval.

(ADD) Article VI, Section 4a: Building Demolition. If a dwelling or building is to be demolished the Association must be notified a minimum of 30 days prior to the action. Notification must include proof of appropriate permits from all local, state and federal governing agencies, including, but not limited to lead and asbestos removal.

(CHANGE) Article VI, Section 6. Nuisances. Pleasant Farm Homeowners are urged to comply with the county ordinance that describes nuisances. Generally, but not specifically those ordinances describe nuisances in part to be: A noxious, offensive, dangerous, obstructive, unhealthy, excessively loud activity or behavior that unreasonably interferes with the quiet enjoyment of a homeowner's property or the common property. Upon notice of a nuisance the complaining party should report the nuisance to the appropriate county officials. The complaining party may also make a report to the Board of Directors. The Board of Directors will review the complaint to determine if it is sufficiently described in the county ordinances. If the complaint is not sufficiently described in the county ordinances the board of Directors will decide if the activity or behavior is a nuisance as described above and the homeowner will be notified.

(CHANGE) Article VI, Section 9. No trash, rubbish, garbage, debris, weeds, undergrowth, or other unsightly or noxious material shall be deposited or allowed to accumulate on the property, in the watercourse or marsh area, or on the right of way of any road, or street except building materials during the course of construction on site. It shall be the responsibility of each Owner to see that all trash and debris are removed promptly upon completion of construction. The Association may be required to access resident's property to review an ARB approval, report of a violation, or directives as defined in this section; or to fulfill their Association responsibilities as directed by the Bylaws. In the event this action is necessary the homeowner will receive a certified letter advising the need to schedule a property review, and a request to

schedule a mutually agreed upon date and time for the review, within 30 days. If the homeowner fails to contact the Association to schedule the review meeting after 30 days the Association will deem the homeowner to be in violation and penalties will apply as defined in Article VI, Section 17.

(CHANGE) Article VI, Section 10. No livestock, live fowl, other animals or reptiles, except domesticated dogs, cats, caged birds and other commonly domesticated animals shall be kept on any lot. No occupant, or owner of any lot shall permit dogs, cats, fowl or other common domesticated animals to constitute a nuisance to other occupants or owners. Actions of a pet that constitute a nuisance as defined by the county ordinance are when a pet disturbs the rights of others, threatens the safety of or injures a member of the public, or interferes with the ordinary use and enjoyment of their property. No dogs, cats or other commonly domesticated animals may be kept on said lots and bred and maintained for any commercial purpose, nor shall they be bred for non-commercial purposes. Owners of permitted pets must comply with all local and state ordinances.

(CHANGE) Article VI, Section 16. No passenger vehicle may be stored or parked on any lot or roadway that does not have a current motor vehicle registration, license tags and/or is non-operational. Any passenger vehicle, to include but not limited to boats, trailers, (to include PWC, golf carts, motorcycles, scooters) that remains static, must be stored as inconspicuously as possible, subject to Board of Directors approval. No repairs may be made to any vehicle or automobile on any lot or road unless such repair is a minor element of the vehicle such as repairing a flat tire.

(CHANGE) Fifth Amendment, Article VI, Section 17. Penalties. The failure of property owners to obtain written approval from the Board of Directors prior to the construction, alteration of structure, other exterior changes or improvements including but not limited to; painting, shingle changes, door and window replacement, and fence replacement, will have a penalty assessed from 1-30 days suspension of privileges or up to three hundred (\$300.00) dollars per occurrence as determined by the Board of Directors. The penalty could also include the removal of an unauthorized structure or correction of the violation at the owner's expense. In the event a violation is noted or reported to the Association, the Board of Directors will send a 15-day courtesy notice to the homeowners describing the violation with a request to schedule a meeting to discuss correction. If the homeowner fails to respond after 15 days, the Board of Directors will send an Official Violation Letter by registered or certified service, allowing a 30-day response period. On the 31st day if no appeal has been made and corrections have not been made then the fines will go in effect. Additional penalties may include complete suspension of privileges and pursuit through the court system in accordance with the laws of South Carolina. Fines may continue to accrue during the time legal action is pursued if legal action becomes necessary for resolution. Failure to pay fines within 30 days will result in court intervention, and all costs associated with the fine collection will be charges to the violator.

(ADD) Article VI, Section 17a. Association right to enter property. The Association may be required to access resident's property to perform the duties of the Association as required by the Rights, Covenants and Regulations, and Bylaws. This may include but is not limited to a reported violation or review of an ARB approval. There will be no unannounced visits. In the event this action is necessary the homeowner will receive a certified letter advising the need to schedule a property review, and a request to schedule a mutually agreed upon date and time for the review, within 30 days. The Association reserves the right to request additional evidence if the initial submission does not clearly demonstrate correction or completion. If the homeowner fails to contact the Association to schedule the review meeting after 30 days the Association will deem the homeowner to be in violation and penalties will apply as defined in Article VI, Section 17.

(ADD) Article VI, Section 18. No person shall burn rubbish, garbage, construction material, yard debris from another property, or any other form of refuse on any homesite, lot or common property, including fire pits. Yard debris from your yard only may be burned in accordance with local and state ordinances.

(CHANGE) Article IX, Section 2: Notices Any notice required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent, and notice thereby given, when sent in written form or electronically to the last known address of the person who appears as member or owner on the records of the Association at the time of such notice. Notice to one of two or more co-owners of a Lot shall constitute notice to all owners. It shall be the obligation of every Member to immediately notify the secretary of the Association of any change of address.

(ADD) Article IX, Section 5: Video Surveillance. Video surveillance has been installed at the Pleasant Farm Subdivision to monitor the common areas for criminal activity and violations of covenants, rules and regulations. These cameras have been installed solely for deterrence and evidence-gathering and have not been installed to ensure any guarantee of protection, safety or security. In adopting the measures, the association is not taking responsibility for the welfare of its members and guests, and each owner must exercise diligence and common sense. Film will be turned over to law enforcement or to another party in the event of a subpoena. Community members do not have access to the film as this is a tool of the Association and/or Management.

IN WITNESS WHEREOF, PLEASANT FARM HOMEOWNERS ASSOCIATION, INC. has caused the Sixth Amendment to Consolidation and Declaration of Rights, Covenants and Restrictions applicable to Pleasant Farm Subdivision, Port Royal Island, Beaufort County, South Carolina, to be executed in its name by its President and Secretary, this 14th day of April, 2021.

IN THE PRESENCE OF:

Stephen Moore

BY: Stephen Moore

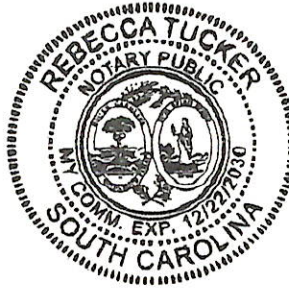
David Howard

BY: David Howard

PLEASANT FARM
HOMEOWNERS ASSOCIATION, INC.

Ronald E. Tucker

BY: Ronald E. Tucker
President



SWORN to before me this 14th day of
April, 2021
Rebecca Tucker
Notary Public for South Carolina
My Commission Expires: 12-22-2030