

Book 2907-3704		
2024011485	3/15/2024 15:39:49:857 Amendment - Deed	
Fee: \$25.00	County Tax: \$0.00	State Tax: \$0.00
2024011485 John T. Hopkins II Richland County R.O.D.		

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HASTINGS POINT SUBDIVISION

Cross Reference Declarations: Book 00388 at Page 0779

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HASTINGS POINT SUBDIVISION (the “**Amendment**”) is made on this 15 day of February 2024 by Hastings Point Home Owners Association (the “**Association**”).

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Hastings Point Subdivision was recorded with the Richland County Register of Deeds on February 29, 2000 in Book 00388 at Page 0779; (as amended and supplemented, the “Master Deed”); and

WHEREAS, Article X, Section 3 of the Declaration allows for amendment of the Declaration by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners; and

WHEREAS, as evidenced by the Lot Owners’ signatures affixed hereto, and as certified by the duly authorized officers of the Association, this Amendment has been signed by at least seventy-five (75%) percent of the Lot Owners; and

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that having met the aforementioned requirements, the Association hereby declares that the Declaration is amended as follows:

1. Insert the following at the end of Article I, Definitions:

Section 7. To “Rent”, “Rental”, and other similar terms shall mean and refer to the granting or conveyance of any rights to use, occupy, or possess a Lot or Unit, or any portion thereof, to someone other than the Owner of the Lot or Unit for a fee or other consideration, including, without limitation, to lease, to let, and to license.

Section 8. “Rental Agreement” shall mean and refer to any agreement to Rent a Lot or Unit, or any portion thereof, including, without limitation, leases, licenses, and other similar agreements.

Section 9. “Renter” shall mean and refer to any person(s) or entity(ies) to whom a Lot or Unit, or any portion thereof, is Rented, including, without limitation, tenants, lessees, and licensees.

Section 10. “Short Term Rental” means when a Lot or Unit, or any portion thereof, is Rented to a particular Renter for a period of less than six (6) consecutive months.

2. Amend Article V to add a new section, Section 33, as follows:

Section 33. Rental Restrictions and Associated Provisions.

- (a) Rental Restrictions. Lots and Units may only be Rented in their entirety – no individual rooms, floors, or other portions of a Lot or Unit consisting of less than the entire Lot or Unit may be separately or individually Rented. There shall be no sub-Rental of a Lot or Unit (or any portion thereof), and there shall be no assignment of a Rental Agreement by a Renter.

Short Term Rentals are prohibited. Additionally, offering or advertising a Lot or Unit, or any portion thereof, for Short Term Rental is prohibited. Further, no Lot or Unit, or any portion thereof, may otherwise be used for hotel or transient purposes.

- (b) Additional Requirements for Rental Agreements. All Rental Agreements must be in writing. All Rental Agreements shall contain a provision requiring all Renters and other occupants of the Rented Lot or Unit, as well as all guests and invitees of the same, to comply with the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations of the Association. All Rental Agreements shall contain a provision providing that any violation of the provisions of Declaration, the Bylaws, the Articles of Incorporation, and/or the Rules and Regulations of the Association by a Renter and/or other occupant of the Rented Lot or Unit, as well as by any guest or invitee of the same, shall be deemed a default under the terms of the Rental Agreement and grounds for termination of the Rental Agreement and for eviction.
- (c) Requirement to Provide Information. Upon request, an Owner and/or any Renter(s) shall provide the Board with: (1) a copy of any Rental Agreement; (2) the names of all persons occupying or who will be occupying the Lot or Unit pursuant to, as a consequence of, or in any way as a result of or due to a Rental Agreement; and (3) such other information as may be reasonably required by the Board to assist in monitoring compliance with the provisions of this Section 33.

(d) Hardships; Non-Liability. The Board shall have the right and power, but not the obligation, in its complete and sole discretion, to grant a waiver or variance of the application of the restrictions set forth in subpart (a) of this Section 33 in circumstances when the application of the same may result in undue hardship or unduly inequitable results. The granting of a waiver or variance by the Board shall not in any way be construed as setting a precedent for the granting of a waiver or variance or in any way limiting the discretion of the Board to deny a waiver or variance in other similar circumstances, in its complete and sole discretion. Neither the Association, the Board, nor any individual officer or director of the Association shall be liable in any way for the exercise of its/their discretion or judgment under this provision, including, but not limited to, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with such exercise of judgment.

(e) Exception for Lots or Units Owned by Association. The provisions of this Section 33 shall not apply to any Lot or Unit owned by the Association.

3. Delete Article VII, Section 1 in its entirety and replace with the following:

Section 1. In addition to any other rights, remedies or enforcement mechanisms provided for herein, the Association, or an aggrieved lot owner in the appropriate case, shall also have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration/these covenants, the Bylaws of the Association, the Articles of Incorporation of the Association, and/or any rules and regulations of the Association. In addition to the lot owner, all tenants/renters, and all other occupants of the lot, as well as all respective guests, agents, invitees, licensees, or contractors of the same shall be bound to comply with this Declaration/these covenants/these covenants, the Bylaws of the Association, the Articles of Incorporation of the Association, and/or any rules and regulations of the Association. The lot owner shall be responsible for ensuring compliance by all tenants/renters of the lot (or any portion thereof) and all other occupants of the owner's lot, as well as by all respective guests, agents, invitees, licensees, or contractors of the same. A lot owner shall be responsible and liable for the actions and violations of the lot owner, all tenants/renters of the lot (or any portion thereof), and all other occupants of the owner's lot, as well as for the actions and violations of all respective guests, agents, invitees, licensees, or contractors of the same. Any failure by the Association or by any lot owner to enforce any provision of this Declaration/these covenants/these covenants, the Bylaws of the Association, the Articles of Incorporation of the Association, or any rules and regulations of the Association shall in no event be deemed a waiver of the right to do so hereafter. All costs and expenses incurred by the Association in connection with enforcement of the provisions of this Declaration/these covenants/these covenants, the Bylaws of the Association, the Articles of Incorporation of the Association, and/or any

rules and regulations of the Association, including reasonable attorneys' fees, whether or not any action at law or in equity is instituted and whether incurred before or after any action at law or in equity is instituted, shall be paid by the lot owner against whom enforcement is sought and shall constitute a charge and continuing lien upon such responsible owner's lot and shall be added to and become part of the assessments to which the owner's lot is subject; therefore, all provisions of this Declaration/these covenants/these covenants, the Bylaws of the Association, the Articles of Incorporation, and/or any rules and regulation of the Association governing enforcement and collection of delinquent assessments shall also apply to the collection and enforcement of such costs and expenses.

In addition to the foregoing, the Association, by and through its board of directors, shall also have the right to levy reasonable monetary fines for violations of the provisions of this Declaration/these covenants/these covenants, the Bylaws of the Association, the Articles of Incorporation of the Association, and/or any rules and regulations of the Association. As set forth above, a lot owner shall be responsible and liable for the actions and violations of the lot owner, all tenants/renters of the owner's lot (or any portion thereof), and all other occupants of the owner's lot, as well as for the actions and violations of all respective guests, agents, invitees, licensees, or contractors of the same, and as such, a lot owner may be fined for violations by any of the same and shall be responsible for payment of any fines levied as a result of a violation by any of the same. Any fines levied shall constitute a charge and continuing lien upon the responsible owner's lot, and such fines shall be added to and become part of the assessments to which the owner's lot is subject, and therefore all provisions of this Declaration/these covenants/these covenants, the Bylaws of the Association, the Articles of Incorporation of the Association, and/or any rules and regulation of the Association governing enforcement and collection of delinquent assessments shall also apply to the collection and enforcement of any fines levied by the Association. The issuance of any fine(s) for a violation shall not constitute an election of remedies, nor a waiver of any right to pursue any other additional means of enforcement with respect to the violation. The board of directors of the Association, in its discretion, may adopt and publish policies and procedures pertaining to the issuance of any fines set forth herein, which may be amended from time.

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 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 Office of the Register of Deeds for Richland County.

Therefore, the above are annexed into the Declaration and become a part thereof.

IN WITNESS WHEREOF, the Association has by its duly authorized officers caused this Amendment to be executed under seal, and by executing this Amendment, the duly authorized officers of the Association acknowledge, affirm, and certify that: (1) this Amendment has been signed by at least seventy-five (75%) percent of the Lot Owners; and (2) the amendment requirements of the Declaration have been met and, therefore, the amendments to the Declaration set forth in this Amendment have been duly approved, adopted, and authorized by the Lot Owners. If the dates of all signatures below are the same, such date shall constitute the "Execution Date" of this Amendment. In the event the dates of signature below are different, the latest (i.e., most recent) of signature dates shall constitute the "Execution Date" of this Amendment.

SIGNED, SEALED AND DELIVERED
in the presence of:

Kayla Clark
Witnesses

Kayla Clark 02/15/2024
Witness

Lakeshia Burris
Witness

Lakeshia Burris 2/15/2024
Witness

By: [Signature] (L.S.)
Name: Timothy Webb 2/15/24
Title: President

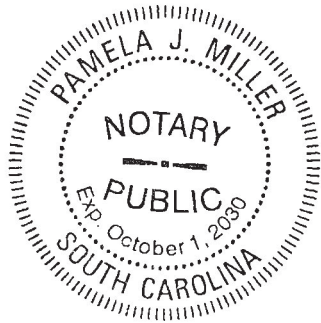
By: [Signature] (L.S.)
Name: Craig Berry 2/15/24
Title: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

ACKNOWLEDGMENT

I, Pamela J Miller, Notary Public for the State of South Carolina, do hereby certify that Hastings Point Home Owners Association, by Timothy Webb, its President and Craig Berry, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 15 day of February, 2024



Pamela J Miller
Notary Public for South Carolina
My Commission Expires: 10/1/2030