



BP0333481

RMC BK 0333 Pg 481 : pg 1 *

STATE OF SOUTH CAROLINA)	AMENDEDMENT TO AMENDED AND RESTATED
)	COVENANTS AND RESTRICTIONS OF THE STONO
COUNTY OF CHARLESTON)	FERRY OWNERS ASSOCIATION AND TO BYLAWS
)	OF STONO FERRY OWNER'S ASSOCIATION, INC.

WHEREAS, that certain declaration of covenants and restrictions for the Plantation at Stono Ferry subdivision and provisions for the Stono Ferry Owner's Association, Inc. ("Covenants of 1985") has heretofore been recorded at the RMC Office for Charleston County in Book C148 at Page 012, with respect to certain real property at the Plantation at Stono Ferry, Hollywood, South Carolina, and

WHEREAS, the Covenants of 1985 have been supplemented and modified from time to time, and

WHEREAS, pursuant to such supplements and modifications, the real property to which the Covenants of 1985 are applicable has been expanded; and

WHEREAS, the owners of the property subject to the aforesaid Covenants of 1985 by virtue of the amendments to the said Covenants of 1985 recorded in the RMC Office for Charleston County in Book J201 at Page 425 transferred and relinquished control, authority and voting rights thereto to the Stono Ferry Owners Association, Inc. ("SFOA"), and

WHEREAS, SFOA amended and restated the said Covenants of 1985 by the Amended and Restated Covenants and Restrictions of the Stono Ferry Owners Association ("Amended Covenants"), recorded at the RMC Office for Charleston County in Book S339 at Page 749; and

WHEREAS, the Amended Covenants included, among other provisions, the Bylaws of Stono Ferry Owner's Association, Inc. ("Bylaws"); and

WHEREAS, Part Five, Article II of the Amended Covenants and section 10.2 of the Bylaws direct the manner by which the Amended Covenants and Bylaws may be amended, and in accordance therewith, sixty-six percent (66%) of a proper quorum agreed and duly elected to amend Article III, Section 8, of the Amended Covenants and 7.3 of the Bylaws by supplementing and substituting for such the provision herein below:

NOW THEREFORE, pursuant to the Amended Covenants referenced above, the SFOA hereby amends only the first paragraph of Article III, Section 8, to state as follows:

Section 8. Effect of Non-Payment of Obligations: The Personal Obligation of the Property Owner; the Lien; Remedies of the Association. If the assessment or any other authorized charges are not paid on or before the due date specified therein, such assessment or authorized charge shall be delinquent and shall accrue interest at the rate of one and one-half percent (1.5%) per month, compounded monthly, both before and after judgment, from the due date along with the cost of collection thereof as hereafter provided; including but not limited to reasonable attorneys fees and costs and, thereupon, become a charge and continuing lien on the land and all improvements thereon, against which each such assessment or authorized charge was made. The personal obligation of the Property Owner at the time when the assessment or authorized charge first became due and payable shall remain his/her personal obligation and shall not pass as a personal obligation to his successor in title unless expressly assumed by them.

NOW THEREFORE, pursuant to the Bylaws referenced above, the SFOA hereby amends section 7.3, to state as follows:

7.3 The annual assessment, special assessments and/or any other charges or fee authorized by the Covenants or these Bylaws shall be billed on a timely basis after budget approval or assessment approval, as directed by the Board. Assessments shall be due and payable within thirty (30) days after billing. Other authorized charges, such as fines, occasional usage fees, etc., shall be payable as determined by the Board. If the annual assessment, special

assessment, or any other authorized charges are not paid on or before the due date specified therein, such assessment or authorized charge shall be delinquent and shall accrue interest at the rate of one and one-half percent (1.5%) per month, compounded monthly, both before and after judgment, from the due date along with the cost of collection thereof as hereafter provided; including but not limited to reasonable attorneys fees and costs and, thereupon, become a charge and continuing lien on the land and all improvements thereon, against which each such assessment or authorized charge was made.

In order to secure the payment of authorized charges, the record Property Owner of the subject properties and users of Common Properties shall be personally liable and the Association Shall have the right to file suit in any court of competent jurisdiction to collect the amounts due and owing to it, together interest, attorney's fees, and costs.

The Association shall also have the right to file liens and/or Lis Pendens against the subject properties and to enforce its lien rights.

³ IN WITNESS WHEREOF the undersigned has set her hand and seal this 3 day of May, 201~~7~~.

Witnesses:

STONO FERRY OWNER'S ASSOCIATION, INC.

#1 W. Wilson Poston

By: Jew S. Crocker
Its: President

#2 Caray Jones

Witnesses:

STONO FERRY OWNER'S ASSOCIATION, INC.

#1 W. Wilson Poston

By: Dee-Dee, W
Its: Secretary

#2 Caray Jones

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTEON) PROBATE

PERSONALLY appeared before me, the undersigned Witness #1, who being duly sworn deposes and states that (s)he, along with the Witness #2 whose signature appears above, saw STONO FERRY OWNER'S ASSOCIATION, INC., by its President, execute this Amendment.

W. Adam Parks
(Witness #1 sign here)

SWORN to and subscribed before
me this 3 day of May, 2017.
[Signature]
Notary Public for South Carolina
My Commission Expires: April 12, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTEON) PROBATE

PERSONALLY appeared before me, the undersigned Witness #1, who being duly sworn deposes and states that (s)he, along with the Witness #2 whose signature appears above, saw STONO FERRY OWNER'S ASSOCIATION, INC., by its Secretary, execute this Amendment.

W. Adam Parks
(Witness #1 sign here)

SWORN to and subscribed before
me this 3 day of May, 2017.
[Signature]
Notary Public for South Carolina
My Commission Expires: April 12, 2017

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