

KAREN HOLLINGS
CHARLESTON COUNTY
REGISTER OF DEEDS

101 Meeting Street Ste 200 ~ Charleston, SC 29401 (843) 958-4800

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****



Instrument#: 2026020238

Receipt#: 20607

Filed By:
JOHN J DODDS III LLC - BULLET
858 LOWCOUNTRY BLVD STE 101
MT PLEASANT, SC, 29464

Maker: LAKE HUNTER ETC

Recipient: N/A

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Doc Type: AMEN/REST/COVS

Book: 1379 **Page:** 719

of Pages: 5

Add Refs: 0

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee:	\$25.00
State Tax:	\$0.00
County Tax:	\$0.00
Postage:	\$0.00
Total:	\$25.00
Clerk:	BA



Karen Hollings
Karen Hollings-Register of Deeds

4

THIS AMENDMENT to Declaration of Covenants and Restrictions for Hunter Lake Commons ("Amendment") is made by Hunter Lake Commons Association, Inc., a South Carolina nonprofit corporation ("Association"), **to be effective the 1st day of July, 2026.**

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions for Hunter Lake Commons was recorded in the Register's Office for Charleston County on June 15, 1999, in Book P-328, at Page 831 ("Declaration"); and

WHEREAS, Article VIII, Section 4 of the Declaration provides, in relevant part, that the Declaration may be amended at any annual or special meeting of the Association by the affirmative vote of the Property Owners present, in person or by proxy, entitled to vote and having not less than sixty percent (60%) of the total votes in the Association; and

WHEREAS, at an annual or special meeting of the Association, Property Owners, present, in person or by proxy, entitled to vote and having not less than sixty percent (60%) of the total votes in the Association affirmatively voted to amend the Declaration in the following respects, to-wit:

AMENDMENT # 1

ADD ARTICLE XI to the Declaration entitled “Working Capital Fee” as follows, to-wit:

ARTICLE XI. WORKING CAPITAL FEE: In order to provide an additional source of revenue for Lake Hunter Commons Association, Inc. ("Association"), there is hereby established and assessed a Working Capital Fee, to be paid upon every transfer of a Lot, saving an excepting exempt transfers as more particularly set forth below. Upon the recording of an Amendment to the Covenants consistent with this Record of Vote in the ROD, each Purchaser of a Lot shall be required to pay a non-refundable Working Capital Fee to Association in an amount equal to point five percent (.5%) of the sale price of such Lot. Such non-refundable Working Capital Fee shall be collected from the Purchaser at Closing by the Closing Attorney and promptly paid to the Association. In the event such non-refundable Working Capital Fee is not paid as required in accordance with the terms hereof, such non-refundable Working Capital Fee shall constitute a lien on the Lot and the personal obligation of the Owner of the Lot and the Association shall have the right to collect the amount of such Working Capital Fee, together with reasonable attorney's fees and costs, as well as late fees equal to 1½% of the Working Capital fee per month, in the same manner as delinquent assessments in accordance with the provisions of Article V of the Covenants. The liability of the Owner(s) of such Lot for the Working Capital Fee, together with reasonable attorney's fees and costs and late fees, shall be joint and several.

Notwithstanding the foregoing, no Working Capital Fee shall be levied upon the transfer of a Lot (1) by or to the Association; (2) to the Estate, surviving spouse and/or children of the deceased Owner; (3) to a family trust

or other entity created by the grantor for the benefit of the grantor, his or her spouse, children and/or heirs at law, provided, however, upon any subsequent transfer of an interest in such trust or entity, the Working Capital Fee shall be due and payable; or (4) to an institutional Lender pursuant to a mortgage foreclosure or deed in lieu of foreclosure to a mortgagee.

PROPOSED AMENDMENT # 2

AMEND THE FIRST SENTENCE OF ARTICLE VIII, SECTION 1 of the Declaration entitled "Notices" to read as follows:

Section 1. Notices. Any notice required to be sent to any Member or Property Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when personally delivered, mailed, postage pre-paid, to the last known address of the of the person who appears as Member or Property Owner on the records of the Association at the time of such notice, or provided electronically including email and other digital methods to such Member or Property Owner on the records of the Association at the time of such notice.

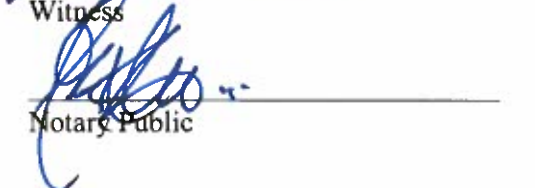
EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Declaration, as amended from time to time, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President and Secretary of Association have set their hand the day, month and year written below.

WITNESSES:

LAKE HUNTER COMMONS ASSOCIATION, INC.



Witness


Notary Public

By: 

Charlotte Barron, President
By: 

Catherine Neal, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Lake Hunter Commons Association, Inc., by Charlotte Barron, its President, and Catherine Neal, its Secretary, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 2nd
day of April, 2026.

John M. Dadd
Witness

John J. Dadd
Name of Notary: John J. Dadd
Notary Public for South Carolina
My Commission Expires: 04/05/2027

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CERTIFICATION

The undersigned Charlotte Barron, President, and Catherine Neal, Secretary, of Lake Hunter Commons Association, Inc., does hereby certify that at an annual or special meeting of the Association, Property Owners, present, in person or by proxy, entitled to vote and having not less than sixty percent (60%) of the total votes in the Association affirmatively voted to amend the Declaration as herein above set forth.

WITNESSES:

LAKE HUNTER COMMONS ASSOCIATION, INC.

By: Charlotte Barron
Charlotte Barron, President

By: Catherine Neal
Catherine Neal, Secretary

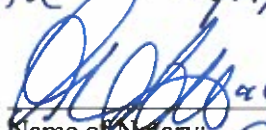
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named SEWEE PRESERVE PROPERTY OWNERS ASSOCIATION, by and through Jason Matthews, its President, sign, seal and as its act and deed, sign the within in Certification; and that (s)he, with the other witness subscribed above, witnessed the execution thereof.


Witness

SWORN to before me this
2nd day of April, 2026.


Name of Notary: John T. Daddis III
Notary Public for South Carolina
My Commission Expires: 04/05/2032