

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

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Instrument #:	2020009952	Return To:	CISA & DODDS LLP
Receipt Number:	160330		856 LOW COUNTRY BLVD STE 101
Recorded As:	AMENDMENT		MT PLEASANT, SC, 29464
Recorded On:	March 19, 2020	Received From:	CISA & DODDS LLP
Recorded At:	03:55:16 PM	Parties:	
Recorded By:	ROBIN MCMAKIN		Direct- MOSSEY CREEK
Book/Page:	RB 3306: 250 - 252		Indirect- MOSSEY CREEK PROPERTY OWNERS
Total Pages:	3		

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00
Tax Charge: \$0.00



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

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STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MOSSEY CREEK**

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Mossey Creek ("Amendment") is made by Mossey Creek Property Owners Association, Inc., a South Carolina nonprofit corporation ("Association") this 6 day of March, 2020.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Mossey Creek was recorded in the Register's Office for Berkeley County on May 16, 2006, in Book 5619, at Page 051 ("Covenants"); and

WHEREAS, Article XIII, Section 2 of the Covenants provides, in relevant part, that the Covenants may be amended during the first thirty-five (35) year period by an instrument signed by the Owners entitled to at least sixty-seven percent (67%) of the votes appurtenant to the Home Sites; and

WHEREAS, Owners representing at least sixty-seven percent (67%) of the votes appurtenant to the Home Sites signed a written instrument to amend the Covenants in the following respects, to-wit:

ADD Section 10 to Article VI of the Declaration entitled "Leasing" as follows:



Section 10. LEASING. An Owner shall be allowed to lease his entire the entire dwelling located on his or her Home site for a period not less than one (1) year provided, however, such Owner shall have first secured a Leasing Permit from the Association's Board, such Lease shall be in writing and a copy of such Lease shall be provided to the Association. An Owner's request for a Leasing Permit shall be approved by the Association's Board if the current, outstanding Leasing Permits within the Property have not been issued for more than 10% of the total Home Sites within the Property. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Home Site to a third party (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabiting with the Owner; or (c) a corporation, partnership, company, or legal entity in which the Owner is a principal; (ii) the failure of an Owner to lease the dwelling located on such Home Site within ninety (90) days of the Leasing Permit having been issued; or (iii) the failure of an Owner to have the dwelling located upon such Owner's home Site leased for any consecutive ninety (90) day period thereafter. If the current Leasing Permits have been issued for more than 10% of the Home Sites within the Property, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits which may be issued in the sole discretion of the Board based upon extenuating circumstances) until the number of outstanding current Leasing Permits falls below 10% of the total Home Sites within the Property. An Owner who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if such Owner so desires when the number


of current outstanding Leasing Permits falls below 10% of the total Home Sites within the Property. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit. Any lessee under any such Lease described above shall be required to fully comply with the Declaration, Bylaws and all rules and regulations promulgated by the Board, and further, shall be subject to the same enforcement procedures set forth in the Declaration. "Lease" for purposes of this Section shall mean the exclusive use or occupancy of a dwelling located upon any home Site within the Property by any person, other than the Owner or his immediate family, for which the Owner receives any consideration or benefit or anything of value including, but not limited to, money, a fee, service, gratuity, barter, trade or similar transfer of value to Owner.


IN WITNESS WHEREOF, the undersigned President and Secretary of Mossey Creek Property Owners Association, Inc. have set their hands and seals this 6 day of March, 2020.

WITNESSES:

MOSSEY CREEK PROPERTY OWNERS ASSOCIATION, INC.

By: 
Brandon Miller
Its: President

By: 
Brett Link
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named MOSSEY CREEK PROPERTY OWNERS ASSOCIATION, INC., by Brandon Miller, its President, and Brett Link, 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 6th day of March, 2020.





Notary Public for South Carolina
My Commission Expires April 24, 2024

