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Cross Reference to the Second Amended and Restated Declaration Recorded in Deed Book 03133 Beginning at Page 0551 in the Office of the Register of Deeds of Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
)
)

**THIRD AMENDMENT TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SUN CITY HILTON HEAD**

This Third Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Hilton Head Community Association, Inc. (hereinafter referred to as "Third Amendment") is made this 27 day of January, 2016, by Del Webb Communities, Inc., an Arizona corporation, (hereinafter, with its successors and assigns, referred to as "Declarant").

WITNESSETH

WHEREAS, the First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Hilton Head Community Association, Inc. was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on September 6, 2012, in Deed Book 03172 at Page 2595;

WHEREAS, the Second Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun City Hilton Head Community Association, Inc. was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on October 30, 2015, in Deed Book 03283 at Page 0866; and

WHEREAS, Section 19.2(a) of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sun City Hilton Head Community Association, Inc. states, in part, that: "[u]ntil termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose"; and

WHEREAS, Section 19.2(c) of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sun City Hilton Head Community Association, Inc. states, in part, that: "Amendments to this Declaration shall become effective upon recordation in the Register of Deeds... unless a later effective date is specified therein"; and

WHEREAS, the Class "B" membership has neither ceased nor been converted to Class "A" membership, and Declarant desires to amend the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sun City Hilton Head Community Association, Inc.

NOW, THEREFORE, Declarant amends the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sun City Hilton Head Community Association, Inc., to be effective on March 31, 2016, as follows:

The recitals set forth above are incorporated herein by reference.

1. Table of Contents.

ARTICLE I Definitions

1.13 Community Enhancement Assessment.....4

The remaining items in the Table of Contents are hereby renumbered to reflect the addition of a new §1.13

2. **ARTICLE I: DEFINITIONS**

1.13 "Community Enhancement Assessment": Assessments levied pursuant to Section 10.5.

3. **ARTICLE X: ASSESSMENTS**

10.1 Creation of Assessments.

(a) **Types of Assessments.** The Association may levy assessments against each Lot as the Board may specifically authorize from time to time. There shall be five types of assessments for Association expenses: (i) Base Assessments to fund Common Expenses for the general benefit of all Lots; (ii) Neighborhood Assessments for Neighborhood Expenses benefitting only Lots within a particular Neighborhood or Neighborhoods; (iii) Special Assessments as described in Section 10.6; (iv) Benefitted Assessments as described in Section 10.7; and (v) Community Enhancement Assessments as described in Section 10.5(c).

10.5 Reserve Budget.

(c) **Community Enhancement Assessment. When Payable. By Whom.** In addition to the Reserve Budget Funds set forth in this Declaration, the Association shall collect a Community Enhancement Assessment upon each transfer of title to a Lot, other than exempt transfers as set forth herein in subsection (i) below. The Community Enhancement Assessment shall be paid by the grantee of title to the Lot and shall be

payable at the closing of the transfer of title. If unpaid at closing, the Community Enhancement Assessment shall be deemed a Benefitted Assessment secured by the Association's lien for assessments.

(i) Exemptions from Community Enhancement Assessment. The following transfers of title to a Lot shall be exempt from the Community Enhancement Assessment:

(a) By an Owner or Owners who had title as of March 31, 2016, the effective date of this Third Amendment;

(b) By or to the Declarant;

(c) By a co-Owner to any Person who was a co-Owner of such Lot as of March 31, 2016, the effective date of this Third Amendment;

(d) To an Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;

(e) To an entity wholly owned by the grantor of title or to a family trust created by such grantor for the direct benefit of the grantor and/or his or her spouse and/or heirs; provided, upon any subsequent transfer of an ownership interest in such entity, a Community Enhancement Assessment shall be payable; or

(f) To an institutional lender as security for the performance of an obligation pursuant to a Mortgage.

(ii) Use of Community Enhancement Assessment. Community Enhancement Assessments shall be used to fund the Reserve Funds for the benefit of all Lots.

Ratification of Covenants, Conditions, and Restrictions

Except as modified or changed herein, the Second Amended and Restated Covenants, Conditions, and Restrictions, and all amendments thereof, are hereby ratified as if restated fully herein.

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Signature Page to Follow

IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment to the Second Amended and Restated Covenants, Conditions and Restrictions of Sun City Hilton Head Community Association, Inc. this 27th day of January, 2016.

WITNESS:

DEL WEBB COMMUNITIES, INC.,
an Arizona Corporation

Shelley M Burns

By: Chadrick M. Plunkett
Chadrick M. Plunkett
Its Vice President

Donna J. Wilkerson

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public, hereby certify that Chadrick M. Plunkett, Vice President of Del Webb Communities, Inc., personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 27 day of January, 2016.

Donna J. Wilkerson

Notary Public for South Carolina

My Commission Expires: 2/2/22



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