

Prepared by and mail to:  
David C. Wilson  
Black, Slaughter & Black, P.A.  
1927 South Tryon Street #100, Charlotte, NC 28203

**202100016819**  
AMENDMENT  
RECORDING FEES \$25.00  
PRESENTED & RECORDED:  
**11-17-2021 11:45 AM**  
**MARLENE MCCONNELL**  
REGISTER OF DEEDS  
GEORGETOWN COUNTY, SC  
BY: MARLENE MCCONNELL REGISTER  
**BK: RB 4246**  
**PG: 311 - 316**

**SOUTH CAROLINA**  
**GEORGETOWN COUNTY**

**AMENDMENT TO THE MASTER DEED**  
**FOR HUNTINGTON LAKE VILLAS**  
**HORIZONTAL PROPERTY REGIME**

THIS AMENDMENT TO THE MASTER DEED FOR HUNTINGTON LAKE VILLAS HORIZONTAL PROPERTY REGIME is made as of the date set forth below, by the Huntington Lake Villas Owners' Association, Inc. (the "Association").

WITNESSETH THAT

WHEREAS, by the following instruments recorded in the Georgetown County Registry, Huntington Lake Development Co., LLC (the "Declarant") created a planned community and subjected Huntington Lake Villas (the "Property") to the following Master Deed for Huntington Lake Villas Horizontal Property Regime (the "Master Deed") and amendments to the same, as well as other rules and regulations:

- a) Georgetown County, Book B1398, Page 52, on July 9, 2003;
- b) Georgetown County, Book B1495, Page 33, on March 26, 2004;
- c) Georgetown County, Book B1495, Page 54, on March 26, 2004;
- d) Georgetown County, Book B1518, Page 109, on May 27, 2004;
- e) Georgetown County, Book B1518, Page 130, on May 27, 2004;
- f) Georgetown County, Book B1585, Page 78, on November 29, 2004;
- g) Georgetown County, Book B1596, Page 250, on December 29, 2004;
- h) Georgetown County, Book B1677, Page 320, on July 25, 2005;
- i) Georgetown County, Book B1706, Page 60, on September 22, 2005;
- j) Georgetown County, Book B1803, Page 61, on April 5, 2006;
- k) Georgetown County, Book B1803, Page 84, on April 5, 2006;

- l) Georgetown County, Book B1810, Page 39, on April 21, 2006;
- m) Georgetown County, Book 6, Page 141, on May 5, 2006;
- n) Georgetown County, Book 87, Page 106, on June 30, 2006;
- o) Georgetown County, Book 130, Page 57, on August 1, 2006;
- p) Georgetown County, Book 130, Page 83, on August 1, 2006;
- q) Georgetown County, Book 3804, Page 223, on June 25, 2020;
- r) Georgetown County, Book 4197, Page 175, on August 30, 2021;

WHEREAS, the Master Deed applies to and runs with the land described in the Plat Books and Pages of the Guilford County Register of Deeds, including the following:

- a) Plat Book 468, Page 10;
- b) Plat Book 499, Page 8;
- c) Plat Book 504, Page 9;
- d) Plat Book 522, Page 2;
- e) Plat Book 555, Page 6;
- f) Plat Book 562, Page 5;
- g) Plat Book 592, Page 10;
- h) Plat Book 595, Page 10;
- i) Plat Book 598, Page 8;
- j) Plat Book 606, Page 1;
- k) Plat Book 609, Page 2;
- l) Plat Book 609, Page 3;

WHEREAS, Article XVII, Section 17.1 of the Master Deed provides that the Master Deed may be amended by approval of two-thirds (2/3) or more of the total interest in Common Elements;

WHEREAS, the Officers of the Association executing this Amendment have certified that the requisite Owner approval has been obtained, copies of which are contained within the books and records of the Association; said Certification can be found attached hereto as Exhibit A;

**NOW THEREFORE, Article XV, Section 15.22 of the Master Deed for Huntington Lake Villas Horizontal Property Regime shall be amended by inserting the following new subsection (viii):**

Leasing shall require compliance with all provisions of the Articles of Incorporation, Master Deed, and Amendments, Bylaws, and Rules and Regulations of the Association, including all those provisions contained in the Twenty Sixth Amendment recorded in Book 3804, Page 223 of the Georgetown County Public Registry. Notwithstanding any other provision of the Articles of Incorporation, this Master Deed and Amendments, the Bylaws, or any Rules or Regulations of the Association:



1. No Owner of any Unit shall be eligible to lease their Unit unless that Owner has been the Owner of the Unit for a period of at least one (1) year (measured from the date of recording).
2. No more than three (3) Units within the Association may be leased at the same time.
3. Before commencing any new lease or any renewal or subsequent lease, the Owner must obtain written approval from the Board of Directors to lease the Unit, and approval shall be given so long as the Owner has owned the Unit for at least one (1) year, the 3-Unit threshold referenced above has not been reached, and the lease transaction complies with the provisions of the Master Deed and Amendments and Rules and Regulations of the Association.
4. No Unit may be leased after the recording of this amendment if title to the Unit is changed to include any new or different Owner (except in the case of a spouse being added to a deed). For clarification, this shall mean that, other than the spousal exception above, current owners may lease the Unit but once ownership is altered in any way, the Unit may not be leased.
5. (A) No Unit may be advertised or held out for any lease of less than 12 months.  
(B) Ownership of a Unit by an LLC, partnership or other entity which sells or assigns ownership interests on the basis of ownership time is prohibited.
6. The Board of Directors shall be authorized to create and enforce rules and regulations to implement this Section and all other restrictions related to leasing of a Unit within the Association.

**NOW THEREFORE, Article X, Section 10.11 of the Master Deed for Huntington Lake Villas Horizontal Property Regime shall be amended by deleting the Section in its entirety and replacing it with the following:**

Upon each transfer or conveyance of any Unit the Association shall charge to the new owner(s) of the Unit a capital contribution assessment of \$750.00 which shall be collected at settlement. No portion of the assessment shall be paid to or otherwise passed through to a third party. This assessment shall be in addition to the assessments authorized in the Master Deed, and Amendments, and not in lieu thereof, and shall not be considered a prepayment of any assessment. Like all other assessments, this assessment shall be a permanent charge and continuing lien on the Unit and is collectable in the same fashion as other assessments upon the failure to pay it.

**NOW THEREFORE, Article X, Section 10.06 of the Master Deed for Huntington Lake Villas Horizontal Property Regime shall be amended by deleting the stricken language and inserting the underlined language as follows:**

If an Assessment, or installment thereof, is not paid when due, ~~as hereinabove provided,~~ then such Assessment, together with ~~such interest thereon and~~ any costs of collection thereon ~~as hereinafter provided,~~ including attorney's fees and costs, shall be a charge and continuing lien on

the Unit to which it relates, and shall bind such property in the hands of the Unit Owner, his/her heirs, legal representatives, successors and assigns.

Any such Assessment or installment thereof not paid by the due date tenth of the month within which such Assessment is due shall be subject to a monthly late charge of twenty-five dollars (\$25.00) continuing through the date of payment of the Assessment, or any installment thereof bear interest from such date (the "Delinquency Date") until paid at the rate of 18% per annum or such other amount as may from time to time be set by the Association; provided, however, that the rate charged pursuant hereto shall not exceed the maximum rate allowed by law, if any. Provided, however, if the Association's management company's draft procedure is elected by the Owner and, as a result of the management company's draft process payment is not posted to the Association's account by the 10<sup>th</sup> of the month any Assessment, or installment thereof, is due the late charge is waived. The Association may bring legal action against the Unit Owner personally obligated to pay the same or foreclose its lien against the Unit to which it relates or pursue either such course at the same time or successively. In any such event, the Association shall be entitled to recover a reasonable attorney's fee and all other costs of collection. Each Unit Owner, by his acceptance of a deed or other conveyance to a Unit vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid in the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Unit Owner may be relieved from liability from the Assessments provided for herein by abandonment of his Unit or otherwise.

Signed and sealed this the 17 day of November, 2021.

HUNTINGTON LAKE VILLAS OWNERS'  
ASSOCIATION, INC.

By: Bruce M Pennampel L.S.  
President Bruce M Pennampel

Witness 1

Lisa Wenzel

Witness 2

Carla M  
Notary Public

SOUTH CAROLINA  
GEORGETOWN COUNTY

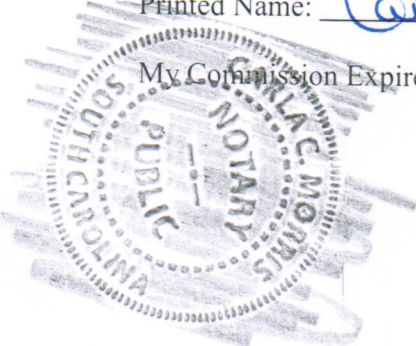
I, the undersigned, a Notary Public of the County and State aforesaid, certify that Bruce Pennamped personally came before me this day and acknowledged that he/she is President of Huntington Lake Villas Owners' Association, Inc., and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 17<sup>th</sup> day of November, 2021.

Carla C. Morris  
NOTARY PUBLIC

Printed Name: Carla C. Morris

My Commission Expires: 11/27/27



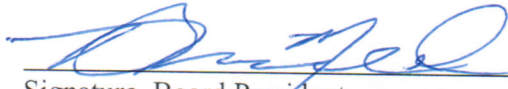


**EXHIBIT A**

**CERTIFICATION**

I hereby certify that the required Owner approval has been obtained and is evidenced by written acknowledgement(s) signed by the Owners approving the foregoing Amendment and that evidence is made a part of the books and records of the Association.

This the 17 day of November, 2021.

  
\_\_\_\_\_  
Signature, Board President

Bruce M Pennamped  
\_\_\_\_\_  
Printed Name, Board President