

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )  
 )

AFFIDAVIT TO RECORD

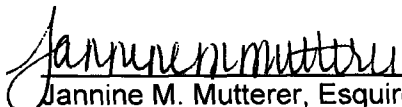
IN RE: Honey Hill Property Owners' Association, Inc.

I, Jannine M. Mutterer, Esquire, do hereby state that:

I serve as general counsel for Honey Hill Property Owners' Association, Inc.

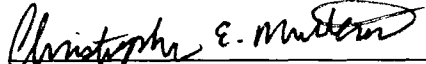
1. This Affidavit is made to record the attached *Fourth Amendment To The Declaration of Covenants Conditions And Restrictions For Honey Hill* in order to meet the requirements of the South Carolina Code §27-30-110, et seq. known as The South Carolina Homeowners Association Act which amended Title 27 of the 1976 Code of Laws of South Carolina.

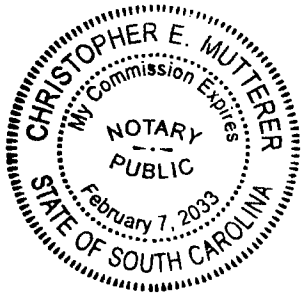
FURTHER AFFIANT SAYETH NOT.

  
Jannine M. Mutterer, Esquire

SWORN TO BEFORE ME THIS

5<sup>th</sup> day of June, 2023

  
Notary Public for South Carolina  
My Commission expires 2/7/2033



This document was prepared by:  
Mutterer Law Firm, LLC  
PO Box 29  
Bluffton, SC 29910  
(843) 640-5700

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF JASPER                    )  
  )  
  )     **FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR HONEY HILL**

**THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HONEY HILL** ("Fourth Amendment") is made and executed to be effective this 31 day of MAY, 2023, by the Honey Hill Property Owners' Association ("Association").

**WHEREAS**, Declarant, The River's Edge Company, did record its Declaration of Covenants, Conditions and Restrictions for Honey Hill on May 25, 2001 in the Office of the Clerk for Jasper County, South Carolina in Deed Book 237 at Page 1 (the "Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Honey Hill recorded on July 23, 2001 in Deed Book 240 at Page 285 in the Office of the Clerk of Court for Jasper County, South Carolina, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Honey Hill recorded on September 10, 2004 in Deed Book 303 at Page 62 in the Office of the Clerk of Court for Jasper County, South Carolina, as amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Honey Hill recorded on July 20, 2005 in Deed Book 325 at Page 216 in the Office of the Clerk of Court for Jasper County, South Carolina.

**WHEREAS**, Declarant, The River's Edge Company, did record the Assignment of Declarant Rights assigning to Honey Hill Property Owners' Association those certain reserved rights and powers set forth in the Declaration. Said Assignment of Declarant Rights recorded on December 5, 2005 in Deed Book 335 at Page 82 in the Office of the Clerk of Court for Jasper County, South Carolina.

**WHEREAS**, Pursuant to Section 10.5.2 of the Declaration, Association may amend the Declaration upon the affirmative vote or written consent, of any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots.

**WHEREAS**, Pursuant to the affirmative vote or written consent taken on September 16, 2019, where of the total of 55 votes available, 49 votes were required to approve the amendment, and 51 votes were cast in favor of proposed amendments establishing that owners of at least two-thirds (2/3) of the lots in Honey Hill have provided written consent to this Fourth Amendment to the Declaration.

**NOW THEREFORE**, the Declaration is amended as follows:

1. Section 6.3.2. of the Declaration shall be amended by deleting such provision in its entirety and replacing it with the following:

6.3.2. Minimum Size. All residences constructed in Honey Hill shall have a minimum of sixteen hundred (1,600) square feet of heated space.

2. Section 6.10 of the Declaration shall be amended by deleting such provision in its entirety and replacing it with the following:

6.10 Animals and Pets. No Animals or livestock, of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets; provided, however, as referenced in 6.10.1. and 6.10.2. herein. No pets shall be kept, bred or maintained for any commercial purposes. Pets shall be registered, licensed and inoculated as required by law. Animal owners shall be required to maintain their animals within the confines of individual Lots when unattended. Dogs shall be kept on a leash when outside of a Lot. All Owners shall remove their pets' waste from Common Area and Lots. No pet shall make objectionable noise, endanger the health or safety of Owners, or constitute a nuisance or inconvenience to Owners or Occupants in Honey Hill. Upon written submission of a complaint to the Association regarding a nuisance animal, the Association, in its sole discretion, may elect to require that the owner of the nuisance animal remove the animal from Honey Hill. If the owner of the nuisance animal fails or refuses to remove the nuisance animal, the Association may have such nuisance animal removed from Honey Hill at the expense of the owner of the nuisance animal and such removal shall not be a trespass.

6.10.1. Horses or other equine species, including, without limitation, donkeys, mules, and ponies, shall be permitted on Lots of at least five (5) acres, with the exception of Lot 73, which shall be allowed to maintain equine species on a lot of 4.8 acres, so long as horses or equine species are confined within a fenced area on such Lots.

- 6.10.2. Chickens shall be permitted on Lots subject to the following conditions:
- a. Maximum of four (4) chickens;
  - b. Roosters are not permitted;
  - c. No chicken shall be kept, bred or maintained for commercial purposes;
  - d. No chicken shall be slaughtered on Lot;
  - e. Chickens shall be provided with a covered structure and must be kept in the covered structure or a fenced enclosure at all times. Placement and construction of a structure, enclosure and/or fence is subject to Board approval and construction review fees;
  - f. Owner shall not keep chickens in any location on the property other than the backyard For purposes of this section, backyard being defined as that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two-family structure and extending to the side lot lines.
  - g. No covered enclosure or fenced enclosure shall be located closer than fifty (50) feet to any property line of an adjacent property;
  - h. All structures and enclosures for the keeping of chickens shall be so

constructed or repaired as to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure. A covered enclosure or fenced enclosure shall not be located closer than forty (40) feet to any residential structure on an adjacent property provided, for purposes of this section, adjacent property means all parcels of property that the applicant's property comes into contact with at one (1) or more points, except for parcels that are legally adjacent to but are in fact separated from the Owner's Lot by a public or private street.  
i. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rats, mice, or other rodents shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.

- 3.
- 4. Except as modified herein, the Declaration shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the Association, hereby executes this instrument this 31<sup>st</sup> day of May, 2023.

WITNESSES:

HONEY HILL PROPERTY OWNERS' ASSOCIATION, a South Carolina, non-profit corporation

By: Jeffrey Allen  
Jeffrey Allen  
Its: President

Attest: Don Evans  
Don Evans  
Its: Secretary

[Handwritten Signature]  
[Handwritten Signature]

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF JASPER            )

ACKNOWLEDGEMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that Jeffrey Allen, President, and Don Evans, Secretary of the Honey Hill Property Owners' Association, a South Carolina non-profit corporation, personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 31<sup>st</sup> day of May, 2023.

[Handwritten Signature]  
Notary Public for South Carolina  
My Commission Expires: February 16, 2027