

REC'D PAYMENT 12-27-16
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Prepare by and when recorded, please return to:

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Cross reference to: Book 0247, Page 945,
Book 0253, Page 545, Book 0346, Page 847
Book 0346, Page 861, Book 0400, Page 371,
Book 0413, Page 854, Book 0456, Page 778,
Book 0468, Page 364, Book 0520, Page 635,
Book 0591, Page 267, Book 0591, Page 754
Office of the RMC, Charleston County, SC

STATE OF SOUTH CAROLINA) SECOND AMENDMENT TO
) MASTER DECLARATION OF COVENANTS,
COUNTY OF CHARLESTON) CONDITIONS AND RESTRICTIONS
) FOR CAROLINA PARK

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CAROLINA PARK (“Second Amendment”) is
made as of the ___ day of December, 2016, by Carolina Park Development LLC, a Delaware
limited liability company (“Declarant”).

W I T N E S S E T H:

WHEREAS, that certain MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CAROLINA PARK, was recorded on April 26, 2012, at Book
0247, Page 945, as supplemented by that FIRST SUPPLEMENTAL MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAROLINA PARK, recorded
on May 23, 2012 at Book 0253, Page 545, as amended by that FIRST AMENDEMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CAROLINA PARK, recorded on July 19, 2013 at Book 0346, Page 847, as supplemented by that
SECOND SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CAROLINA PARK, recorded on July 19, 2013 at Book 0346, Page
861 (“Second Supplemental Declaration”), as supplemented by that THIRD SUPPLEMENTAL
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CAROLINA PARK, recorded on April 22, 2014 at Book 0400, Page 371, as supplemented by
that FOURTH SUPPLEMENTAL MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CAROLINA PARK, recorded on June 27, 2014 at
Book 0413, Page 854, as supplemented by that FIFTH SUPPLEMENTAL MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAROLINA
PARK, recorded on February 11, 2015, in Book 0456, Page 778, as supplemented by that SIXTH
SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CAROLINA PARK, recorded on April 9, 2015, in Book 0468, Page 364,
as supplemented by that SEVENTH SUPPLEMENTAL MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAROLINA PARK, recorded on
December 1, 2015, in Book 0520, Page 635, and as supplemented by that EIGHTH
SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CAROLINA PARK, recorded on October 20, 2016, in Book 0591, Page
267, all in the office of the Register of Mesne Conveyances for the County of Charleston, S.C.
(as amended and supplemented, the “Declaration”); and

COPY

WHEREAS, Declarant desires to amend the Declaration as more particularly set forth herein; and

NOW THEREFORE, pursuant to the powers retained by Declarant pursuant to Article 14.2(a)(iv) of the Declaration, Declarant hereby amends the Declaration as more particularly set forth below.

1. Association's Maintenance Responsibility. Section 5.1(c) of the Declaration is hereby deleted and replaced with the following:

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or a District Association in a Supplemental Declaration executed by such Owner or District Association; (ii) such maintenance responsibility is otherwise assumed by owners or operators of portions of adjacent properties pursuant to a Cost Sharing Agreement entered into by the Association; (iii) such property is dedicated to any local, state, or federal governmental or quasi-governmental entity; or (iv) during the Development Period, such maintenance responsibility is assigned to an Owner or a District Association by the Declarant in its sole discretion; provided however, that in connection with any such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Development Period except with the prior written consent of the Declarant.

2. Owner's Maintenance Responsibility. The following is hereby added to the end of Section 5.2 of the Declaration:

Every Owner shall also be responsible for the maintenance or removal of any diseased or damaged tree located within the Area of Common Responsibility or on a Parcel owned by Declarant or a Declarant-Related Entity and within one hundred (100) feet of the boundary line of such Owner's Parcel.

3. Signs. The first paragraph of Article 4.a of Exhibit "D" to the Declaration and the first paragraph of Article 6.a of Exhibit "A" to the Second Supplemental Declaration are hereby deleted and replaced with the following:

Signs. No signs or displays of any kind shall be erected by or on behalf of an Owner or Occupant without the prior written consent of the DRB, except (1) such signs as may be required by legal proceedings; (2) not more than one (1) professional security sign of such size deemed reasonable by the DRB in its sole discretion; and (3) for a time period not to exceed forty-five (45) days prior to an election and five (5) days following an election, one political sign not exceeding

eighteen (18) inches by twenty four (24) inches per candidate, for no more than three (3) candidates at a time. No signs or displays of any kind shall be erected by or on behalf of an Owner or Occupant in any street or right-of-way. Unless in compliance with this Article, no signs or other displays shall be posted or erected by or on behalf of any Owner or Occupant within any portion of the District, including the Common Area, any Residential Parcel or any structure or dwelling located on the Common Area or any Residential Parcel (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion).

4. Deletion of 10.5(d). Section 10.5(d) of the Declaration is hereby deleted in its entirety.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed and delivered this Second Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT:

CAROLINA PARK DEVELOPMENT LLC

Margaret A Padget
Sheryl Cluzin

By: [Signature]
Joseph R. Labrosse, Manager

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ACKNOWLEDGMENT

I, Margaret A. Padget Notary Public for Connecticut, hereby certify that Joseph R. Labrosse, Manager of Carolina Park Development LLC, on behalf of Carolina Park Development LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 19th day of December, 2016.

(SEAL)

Margaret A Padget
Notary Public
My commission expires: 1/31/19

MARGARET A. PADGET
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2019