This instrument prepared by, and after recording return to:
Shawn R. Willis, Esq.
Nelson Mullins Riley & Scarborough, LLP
151 Meeting Street
Charleston, SC 29401



<u># PGS:</u>

Note to recorder:

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Cross Index with Covenants Conditions and Restrictions Recorded at Book K-346 at page 001

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO DECLARATIONS OF
)	COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COUNTY OF CHARLESTON)	OLDE PARK

This First Amendment to Declarations of Covenants, Conditions and Restrictions for Olde Park (the "<u>First Amendment</u>") is made and entered into this 9th day of January, 2019 by Olde Park Homeowners Association, Inc. (the "Association").

RECITALS

WHEREAS, the property located in the Olde Park neighborhood is subject to the Declaration of Covenants, Conditions, and Restrictions for Olde Park dated April 19, 2000 and recorded Book K-346 at page 001, as supplemented by the Supplement to Declaration of Covenants, Conditions, and Restrictions for Olde Park recorded in Book F-354 at page 245, as further supplemented by the Supplement to Declaration of Covenants, Conditions, and Restrictions for Olde Park recorded in Book U-369 at page 325 (collectively, the "Restrictive Covenants").

WHEREAS, Section 10.1 of the Restrictive Covenants sets forth the procedure for amendment of the Restrictive Covenants by the Association;

WHEREAS, pursuant to the procedure set forth in Section 10.1 of the Restrictive Covenants, seventy-five percent (75%) of the currently existing Board of Directors for the Association has approved the amendments of the Restrictive Covenants as set forth herein.

NOW, THEREFORE, the Restrictive Covenants are amended as follows:

1. Section 6.5 is deleted in its entirety and replaced with the following:

6.5 EFFECT OF NON-PAYMENT OF ASSESSMENTS

Any Assessment that is not paid to the Association when due by an Owner shall be delinquent. All delinquent Assessments shall accrue interest at a rate of 10% per annum, and shall also incur an administrative charge of \$50.00 per month or any portion of any month, from the date each such installment is

2. Section 8.1 is deleted in its entirety and replaced with the following:

8.1 RESIDENTIAL USE OF PROPERTIES / PROHIBITED USES

- (a) All Lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any builder of any homes in Olde Park from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of Properties in Olde Park.
- (b) Notwithstanding anything herein to the contrary, the following uses shall also be prohibited on all Lots:
 - a.i. "Bed and Breakfast", which shall be defined as a use whereby the owner of a Lot, who also resides (either part time or full time) on the Lot, uses one (1) or more rooms per unit for one (1) to ten (10) bed and breakfast units for the purpose of providing sleeping accommodates for guests, licenses and/or invitees, for a period of between one (1) and twenty-nine (29) consecutive days, in exchange for valuable consideration.
 - a.ii. "Short Term Rental", which shall be defined as a use of providing sleeping accommodations for guests, licenses and/or invitees, for a period of between one (1) and twenty-nine (29) consecutive days, in exchange for valuable consideration.
 - a.iii. "Accessory Dwelling Units", which shall be defined as separate housing arrangements within, attached to, or detached from a singlefamily home, which include a kitchen and bath separate from those contained within the principal structure, and therefore functions as a complete living unit.
- 3. The notice address for the Association in Section 10.11 shall be revised as follows:

Olde Park Homeowners Association, Inc. c/o Joe Griffith Management 946 Johnnie Dodds Blvd.
Mount Pleasant, SC 29464

4. The notice address for the Association in Section 10.1 of the Bylaws attached as Exhibit B shall be revised as follows:

Olde Park Homeowners Association, Inc. c/o Joe Griffith Management

946 Johnnie Dodds Blvd. Mount Pleasant, SC 29464

5. Except as specifically amended herein, the remainder of the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this First Amendment to Declarations of Covenants, Conditions and Restrictions for Olde Park as of the date and year first above written.

Nitness 2

OLDE PARK HOMEOWNERS ASSOCIATION, INC.

Lester Neilson

Its: President

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me the within signed with rest and water the within named Olde Park Homeowners Association, Inc. by Lester Neilson, its President, sign, seal and as its act and deed, deliver the within written First Amendment to the Declaration of Covenants, Conditions and Restrictions for Olde Park and what the within written First Amendment to the Declaration of Covenants.

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SWORN TO BEFORE ME THIS

I duited he

Notary Public for South Carolina

My Commission Expires:

ANDRIES ON EXOLUTION OF SOUTH CAROLINA INTERPRETATION OF SOUTH CAR

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