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

Note to recorder: Cross Index with Covenants Conditions and Restrictions Recorded at Book K-346 at page 001

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

This Second Amendment to Declarations of Covenants, Conditions and Restrictions for Olde Park (the "Second Amendment") is made and entered into this 22nd day of February, 2023 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, and as amended by the First Amendment to Declarations of Covenants, Conditions and Restrictions for Olde Park recorded in Book 0773 at page 395 (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 8.14 is deleted in its entirety and replaced with the following:

8.14. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS

No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, motorcycles, trucks or commercial vehicles over one (1) ton

capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except either (a) within enclosed garages, or (b) screened from view from the street(s) and nearby Lot(s), with such screening requiring express approval by the ARB.

2. Section 8.15 is deleted in its entirety and replaced with the following:

8.15. GARBAGE AND REFUSE DISPOSAL

No Lot or Common Area shall be used or maintained as a dumping ground for rubbish or unused vehicles. Trash, garbage or other waste shall not be kept except in containers designed for such use and approved by the ARB. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot or Common Area, the same will be removed by the Owner of such Lot (or in the case of a Common Area, the Owner who placed such litter or other materials on the Common Area), at the Owner's expense, upon written request of the ARB. Garbage cans, trash containers, recycle bins, boxes, bags, and other household trash or debris ("Household Trash") shall not be placed on the street until the night before the Town's scheduled pick-up day and all empty containers shall be removed by 6:00 P.M. on the date of pick-up. No Household Trash shall be placed in the street in a manner that impedes or obstructs traffic in any way. In the case of yard trash or debris, no yard trash or debris shall be placed on the street more than two (2) days before the Town's scheduled pick-up day for yard trash and debris. No trash or debris of any type (including, but not limited to, yard trash or debris) shall be placed on any Common Areas.

3. Section 8.22 is deleted in its entirety and replaced with the following:

8.22. DRIVEWAYS, ENTRANCE TO GARAGE, AND PARKING AREAS

All driveways, parking areas and entrances to garages shall be of a substance approved in writing by the ARB and of a uniform quality. There shall be no overnight parking on the street or on the lawns. No unlicensed vehicle shall be parked or maintained upon any driveway, street, lawn or parking area. Items that are not motor vehicles (for example, but without limitation, toys, bicycles, sporting equipment, gardening equipment, yard maintenance equipment, and landscaping containers) are prohibited from being located in or on driveways or parking areas for more than 24 hours.

4. A new Section 8.23 shall be added as follows:

8.22. SCREENING FOR OUTDOOR STORAGE

In addition to all other requirements of this Declaration, and without limiting any other provisions of this Declaration, the following items, when not in use, must be either (i) stored within enclosed garages, or (ii) screened from view from the street(s)

and nearby Lot(s), with such screening requiring express approval by the ARB: tools, lawn and garden equipment, building and/or landscape material, vehicle parts, boats, trailers, RVs, and recreational watercrafts.

5. Section 10.11 is deleted in its entirety and replaced with the following:

10.11. NOTICE

Notices required hereunder shall be deemed given when in writing and delivered by (a) hand, (b) private carrier that provides evidence of delivery, with delivery charges prepaid, (c) facsimile, in which event receipt shall be the date of confirmation of receipt, (d) if the address is within the United States, five (5) calendar days after being deposited in the United States Mail, First Class, postage prepaid, (e) registered or certified mail, return receipt requested, in which event receipt shall be the date the receipt is signed, or (f) electronic mail (e-mail). All notices to Owners shall be delivered or sent to such addresses, electronic/e-mail addresses, or facsimile telephone numbers as have been provided in writing to the Association, or if no address has been provided, then at the address of any completed Residential Lot owned by such Owner, or at the address then shown as that of the Owner on the property tax records of Charleston County.

All notices to the Association shall be delivered or sent in care of the Association at:

Olde Park Homeowners Association, Inc.
Attention: Ravenel Associates
960 Morrison Drive, Ste 100
Charleston, SC 29403

or to such other address as the Association may from time to time notify the Owners. Notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Association.

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

[Remainder of page intentionally left blank. Signature page to follow.]

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

WITNESSES:

OLDE PARK HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness 1

BY: [Signature]
Lester Neilson
Its: President

[Signature]
Witness 2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw 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 that he/she with the other witnesses above witnessed execution thereof.

SWORN TO BEFORE ME THIS 22
Day of February, 2023

[Signature]
Witness

[Signature]
Notary Public for South Carolina
My Commission Expires: 4/18/2032

LORI W. CROWLEY
Notary Public, State of South Carolina
My Commission Expires 04/18/2032

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

NELSON MULLINS RILEY & SCARBOROUGH LLP

P. O. BOX 11070
COLUMBIA SC 29211

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Karen Hollings, Register of Deeds Charleston County, SC		

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OLDE PARK HOA INC

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NA

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