

Charleston County ROD
 101 Meeting Street, Suite 200 <> Charleston, SC 29401
 PO Box 726 <> Charleston, SC 29402
 V: 843.958.4800 <> F: 843.958.4803
 www.charlestoncounty.org

Karen Hollings
 Register of Deeds



RECORDER'S RECEIPT

Received From:

NAME JOSEPH BELTON
 ADRS 59 RIALTO RD
 ADR2
 C/S/Z MT PLEASANT SC 29464

DATE: 02-Nov-23
 INVOICE #: X000585487
 DRAWER: Drawer 2
 CLERK: SLW
 TIME: 02:08:31 PM

Qty	Description	#			Value in OOO	Unit Price	Extra Ref Cost	County Fee	State Fee	Item Total
		Total Pgs	# Refs	Pstg						
1	Amen/Rest/Covs	8		\$ 1.00	25.00		\$ -	\$ -	\$ 26.00	
							\$ -	\$ -	\$ -	
							\$ -	\$ -	\$ -	
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							\$ -	\$ -	\$ -	
							\$ -	\$ -	\$ -	
TOTAL									\$ 26.00	

PAID:

Check #	Amount
Check Total	\$ -
Cash Total	\$ 26.00

Total Paid: \$ 26.00

Balance: \$ -

***Please note:**
 The ROD Office retains any recording fee overages of \$5 or less.

It is our pleasure to serve you!

RECEIVED 11/2 2023
PER CLERK QW
ROD OFFICE
CHARLESTON COUNTY, SC
Book 1211 Page 523

**FURTHER AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR SALT MARSH AT SEABROOK
HOMEOWNERS' ASSOCIATION, INC.**

THIS FURTHER AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR SALT MARSH AT SEABROOK (the "Amendment"), is made as of the 1ST day of November, 2023, by Salt Marsh at Seabrook Homeowners' Association, Inc. (the "HOA") for purposes of amending the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Salt Marsh at Seabrook dated the 18th of July 2007 and recorded the 19th of July 2007 in the Office of the ROD for Charleston County in Book Y632 at Page 089, as amended from time-to-time (the "Declaration") and that certain Townhome Supplement to the Declaration dated the 18th of July 2007 and recorded in Book Y632 at Page 137 (the "Supplement").

RECITALS

1. The Owners of the HOA desire to further amend the Declaration and the Supplement according to the terms of this Amendment.
2. The Board of the HOA have duly called a meeting of the Owners in accordance with the HOA Bylaws. The Owners have voted and approved the terms of this Amendment in accordance with Article 12 (General Provisions) Section 5 (Amendment) of the Declaration.

NOW THEREFORE, for and in consideration of the Recitals set forth hereinabove, the HOA hereby declares that the Declaration is amended as hereinafter set forth:

1. That portion of Article 2 Section 2 (Construction in Accordance with Plans) of the Declaration which states "*The Developer and the Architectural Control Authority, When Empowered, may issue from time to time Architectural Guidelines and Regulations to assist it in the approving of Structures and may change such Architectural Guidelines and Regulations at any time and from time to time without notice to the Owners*" shall be amended and restated as follows:

The Developer and the Architectural Control Authority, When Empowered, may issue from time-to-time Architectural Guidelines and Regulations to assist it in the approving of exterior Structures and may change such Architectural Guidelines and Regulations at any time and from time-to-time with notice and approval of the Owners.

2. Article 2 Section 14 (Yard and Landscaping Maintenance) of the Declaration shall be amended in its entirety as follows:

- (a) Except for yard and landscaping maintenance responsibilities expressly assumed by the Association, in the event that the Owner of any residential Lot, improved or unimproved, fails to maintain their yard and overall landscaping of their Lot or Area of Extended Lot Owner Responsibility in a manner in keeping with the Declaration, as determined by the Developer or an Architectural Control Authority, When Empowered, from time to time as they see fit, the Developer or the Architectural Control Authority, When Empowered, may issue a written compliance demand requiring the Owner of the residential Lot to bring the Lot or Area of Extended Lot Owner Responsibility into keeping with the Declaration, as determined by the Developer or the Architectural Control Authority, When Empowered. If the Owner of the residential Lot fails to comply within the time required by the notice, which shall not be less than fifteen days, the Developer or the Association may enter upon the Lot or Area of Extended Lot Owner Responsibility, bring the Lot or Area of Extended Lot Owner Responsibility into keeping with the Community, as provided above, and levy against the Owner of the Lot an Assessment for Non-Compliance and such Assessment shall be a lien upon the Lot.

- (b) The Association assumes and shall be responsible for maintaining overall landscaping of Lots and Areas of Extended Lot Owner Responsibility, including, but is not limited to, the following:
 - a. preventing any underbrush, weeds, or other unsightly plants to grow upon the Lot and Area of Extended Lot Owner Responsibility;
 - b. providing permanent vegetation, including but not limited to grass, fully and uniformly distributed over the Lot and Area of Extended Lot Owner Responsibility;
 - c. providing proper grading and drainage on the Lot and Area of Extended Lot Owner Responsibility, in accordance with Article IX of this Declaration;
 - d. preventing and repairing any erosion on the Owner's Lot, Area of Extended Lot Owner Responsibility, any other Lot, or any street in the Community caused by surface run-off from the Owner's Lot, in accordance with Article IX of this Declaration; and
 - e. providing general maintenance, including but not limited to proper watering, insect and weed control, fertilization, pruning, regular replacement of straws and mulch, proper drainage control, etc. and other types of normal maintenance of the overall landscaping and grass for their Lot and Area of Extended Lot Owner Responsibility in compliance with the Regulations and Architectural Guidelines established by the Developer, the Board of Directors or the Architectural Control Authority, When Empowered.

(c) Each Owner shall be responsible for maintaining their driveway located within the Area of Extended Lot Owner Responsibility. Each Owner may, if in compliance the Regulations and Architectural Guidelines established by the Developer, the Board of Directors or the Architectural Control Authority, When Empowered, plant and maintain additional vegetation and/or landscaping.

(d) Any entry by the Association or the Developer or their agents, employees, officers or contractors under the terms of this Section shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to the Developer and to the Association for the purpose of entry onto any residential Lot or Area of Extended Lot Owner Responsibility for the purpose of enforcing this paragraph. This provision shall not be construed as an obligation on the part of the Developer, the Association to provide garbage or trash removal services. As provided herein, these rights may be assigned by the Developer to the Association, or other appropriate entities. The Owner shall hold harmless the Developer, its agents and employees, officers and contractors and the Board of Directors or the Architectural Control Authority, When Empowered, from any liability incurred arising out of correcting the Owner's breach of this Section.

3. Article 2 Section 19 (Street Lighting Charge) of the Declaration shall be deleted in its entirety and Article 2 Section 19 shall hereinafter be RESERVED.

4. That portion of Article 2 Section 22 (Regulations) of the Declaration which states "*The use of the Property shall be subject to the Regulations promulgated from time to time by the Developer, and the Association, When Empowered. The Developer and the Association, When Empowered, may from time to time adopt, amend, change, modify or eliminate any Regulation and may waive any violation of the Regulations, in their sole discretion, without notice to the Owners*" shall be amended and restated as follows:

The use of the Property shall be subject to the Regulations promulgated from time-to-time by the Developer, and the Association, When Empowered. The Developer and the Association, When Empowered, may from time-to-time adopt, amend, change, modify or eliminate any Regulation and may waive any violation of the Regulations, in their sole discretion, with notice and approval of the Owners.

5. Article 2 Section 23 (Hazardous Trees) of the Declaration shall be amended in its entirety as follows:

A "hazardous tree" is any tree designated as such by the Developer or the Board of Directors of the Association, When Empowered, which presents a hazard to person or property due to conditions, including but not limited to, deterioration, death, or physical damage to the root system, trunk, stem or limbs, and the direction and lean of the tree(s). The Association shall be responsible for cutting and removing hazardous trees within the Common Area which may cause injury to person or property, if such hazardous tree were

to fall upon the Owner's Lot. The determination of whether any tree may be cut, whether the tree or any portion of the tree must be removed from the site after cutting, and the location which any debris related to the cutting of the tree may be left or placed within the Common Area shall at all times be that of the Association. The Association shall bear all costs associated with the cutting and removal of hazard trees, and such cutting and removal shall at all times be subject to the Regulations of the Association, or Architectural Guidelines adopted or amended by the Association from time to time, SIPOA rules and regulations, and applicable law.

6. Article VI Section 5 (Assessments for Working Capital Fund) of the Declaration shall be amended in its entirety as follows:

Section 5. Working Capital Fund Transfer Fee

- (a) Transfer Fee. Except as otherwise provided in this Article VI, upon the sale and transfer of title of any Lot/Dwelling, a new titleholder shall pay to the Association, a transfer fee in the amount of one half of one percent (.5%) of the total cost to the purchaser of the Lot/Dwelling and any improvements on the Lot, as such cost is shown by the amount of tax imposed by Charleston County, South Carolina on the transfer of title, but excluding taxes and stamps or other fees charged by Charleston County, South Carolina on such transfer. Such transfer fee shall be the personal obligation of the new titleholder and, in addition, the Association shall have a lien against the Lot to secure payment of such transfer fee.
- (b) Purpose of Transfer Fee. All transfer fees collected pursuant to this Section shall be deposited into a capital reserve account to be used for renovation and construction of common property, and such other purposes as the Board deems beneficial to the general good and welfare of the Community. By way of example and not limitation, such transfer fees might be used to help fund: (a) preservation and maintenance of natural areas, wildlife preserves, or similar conservation areas and historical features, and sponsorship of educational programs and activities which contribute to the overall understanding, appreciation and preservation of the natural environment; (b) programs and activities which serve to promote a sense of community, such as recreational resources, historical or cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs; and (c) social services, community outreach programs, and other charitable causes.
- (c) Exempt Transfers. No transfer fee shall be levied upon transfer of title to a Lot: (a) by the Owner of a Lot from any person who was also the same Owner of such Lot immediately prior to such transfer (b) to the Owner's estate, surviving spouse or child upon the death of the titleholder; (c) to an entity wholly owned by the Owner; provided, upon any subsequent sale and transfer of an ownership interest in such entity, the transfer fee shall become due; (f) to an institutional lender pursuant to a mortgage,

foreclosure of a mortgage, or in lieu of foreclosure of a mortgage held by the institutional Lender.

7. That portion of Article VII Section 2 (Procedures) of the Declaration which states “*Any person desiring to construct, maintain, place, replace, reconstruct any Structure on any Lot, Area of Extended Lot Owner Responsibility or Common Area or to make any improvements, alteration or changes to any Structure, in addition to*” shall be amended and restated as follows:

Any person desiring to construct, maintain, place, replace, reconstruct any external Structure on any Lot, Area of Extended Lot Owner Responsibility or Common Area or to make any improvements, alteration or changes to any external Structure, in addition to . . .

8. Article VIII Section 1 (Owner’s Maintenance Responsibilities) of the Declaration shall be amended in its entirety as follows:

Unless specifically identified herein or specifically elected by the Developer or the Board of Directors, When Empowered, as being the responsibility of the Association, all maintenance and repair of a Lot or Area of Extended Lot Owner Responsibility, together with all portions of the Dwelling, and other Structures on the Lot, shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include, but not limited to, the painting, maintenance, repair, and replacement of walls, and all siding, exterior doors, fixtures, mailboxes (please note: maintenance, repair, and replacement of mailboxes shall be within the purview of SIPOA, but Unit Owners shall be responsible for the payment of any associated costs related to their mailbox), equipment, and appliances (including, without limitation, the heating and air-conditioning system for the Dwelling) and all chutes, flues, ducts, conduits, wires, pipes, plumbing or other apparatus which are deemed to be a part of the Dwelling or Lot or Area of Extended Lot Owner Responsibility, and the driveways, walkways or sidewalks on the Lot or Area of Extended Lot Owner Responsibility. The responsibility of the Owner shall also include, but not be limited to, the maintenance, repair, and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, and all screens or glass-enclosed porches, balconies, or decks which are a part of the Dwelling. Each Owner shall also maintain roof, gutters and downspouts in a good state of repair. In addition, each Owner shall maintain their trash receptacles in such a manner as to prevent any foul or unpleasant odors from disturbing others, or odors that may attract animals. Each Owner shall ensure that trash receptacles containing building or construction waste and debris are maintained in a manner in keeping with the requirements of this Section, including without limitation the responsibility of keeping said receptacles from becoming overloaded with waste and debris or becoming an aesthetic eyesore or potential danger for others in the Community. The Developer and the Association, When Empowered, shall have the authority to enforce an Owner's maintenance responsibilities under this Article, pursuant to remedies set forth in this Declaration.

9. Article II Section 1(b) and Section 1(c) (Maintenance, Replacement, and Repair of Party Walls and Exterior Walls and Roofs) of the Supplement shall be deleted in its entirety and Article 2 Section 1(b) and Section 1(c) shall hereinafter be RESERVED.
10. Article III Section 3 (Easement and Authority for Maintenance of TownHomes and TownHome Lots) of the Supplement shall be deleted in its entirety and Article III Section 3 shall hereinafter be RESERVED.
11. Article III Section 4 (Easement and Maintenance of Roof and Attic, Exterior Walls, Party Walls, and the Repair and Replacement of TownHomes in the Event of Destruction or Damage) of the Supplement shall be amended and restated in its entirety as follows:

Unless determined otherwise by the Developer, the Board of the Association When Empowered, or the Architectural Control Authority, When Empowered, the cost and obligation of reasonable maintenance of a Townhome exterior wall shall be solely that of the Owner of the Townhome to which it is attached and the cost and obligation of reasonable repair and maintenance of a Party Wall shall be borne in such amounts as may be mutually agreed upon by the Owners of the Townhomes sharing the Party Wall. Where mutual agreement can not be reached between the Townhome Lot Owners, such costs and responsibility shall be allocated in such amounts as may be determined by the Board of the Association. If the Owner of a Townhome which shares a Party Wall refuses to pay his proportionate share of the cost of repair or maintenance, then the Developer or the Board of the Association, When Empowered, may in addition to any other remedies provided by the Declaration or this Supplemental Declaration, make such repair; and (a) require the non-paying Townhome Lot Owner to pay their share of the cost of such maintenance; (b) upon the failure of that Townhome Lot Owner to pay his proportionate share after notice to pay from the Association, cause the Association to levy an Assessment for Non-Compliance against that Townhome Owner's Lot in an amount to be determined by the Board of the Association on a case by case basis; or (c) cause the Party Wall to be maintained by the Association and upon taking such action, assess the cost attributable to the maintenance, any administration fees charged by the Association, any cost of collection and any attorney fees against the non-paying Owner's Townhome Lot in accordance with Article VI of the Declaration.

12. Unless otherwise defined herein, all capitalized terms shall have the meanings assigned in the Declaration. Except as expressly modified and amended herein, the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the HOA, by and through its duly elected Board representative, has caused this Amendment to be duly executed and sealed as of the date first set forth above.

Witnesses:

Salt Marsh at Seabrook Homeowner's Association

C. Hahn

Witness #1

Lynn Baker

By: Lynn Baker

Its: HOA Board Chairman and President

[Signature]

Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 2 day of Nov, 2023, by Salt Marsh at Seabrook Homeowner's Association Inc., By Lynn Baker, Its Board Chairman and President.

Notary Public for South Carolina

My Commission Expires: 3.16.33

Tamara J Gaenz

