

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****



Instrument #:	2016036521		
Receipt Number:	38173	Return To:	CHRIS PHILLIPS
Recorded As:	RESTRICTIVE COVENANTS		80 ALEXANDER ST
Recorded On:	October 28, 2016		CHARLESTON, SC, 29403
Recorded At:	01:35:29 PM	Received From:	CHRIS PHILLIPS
Recorded By:	DONNA SMITH	Parties:	
Book/Page:	RB 2311: 147 - 152		Direct- CYPRESS GROVE DEVELOPMENT PARTNERS
Total Pages:	6		Indirect- AME DEVELOPMENT GROUP LLC

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$11.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND EASEMENTS FOR CYPRESS
GROVE**

THIS FIRST AMENDMENT to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Grove made and executed this 13th day of September, 2016, by AME Development Group, LLC and Cypress Grove Development Partners, LLC, South Carolina Limited Liability Companies (collectively the "Declarant") for the benefit of itself and its successors and assigns.

RECITALS:

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Grove was recorded in the Register's Office for Berkeley County on May 7, 2014 in Book 10738, at Page 93 ("Amended Declaration"); and

WHEREAS, pursuant to Article IX, Paragraph 3 of the Amended Declaration, the Amended Declaration may be amended unilaterally by Declarant without a vote by the membership at any time prior to January 1, 2023; and

WHEREAS, Declarant desires to amend the Amended Declaration.

NOW, THEREFORE, the Amended Declaration is amended as follows, to-wit:

Article I, is amended to add, "20. "House" means a single-family residence."

Paragraph 6, Article IV is hereby deleted in its entirety and replaced with, "The Association shall have a working capital fund. The working capital fund shall be maintained in a separate account for the use and benefit of the Association and shall be used to meet unforeseen expenditures or to acquire furniture, equipment or services deemed necessary or desirable by the Board of Directors of the Association. All sums paid into the working capital fund are in addition to and not in lieu of regular assessments for common expenses. Excluding the first sale of a Lot from the Declarant (either AME or Cypress) to an Owner or a preferred builder as determined by Declarant, including but not limited to, Eastwood Homes and Southwind Homes, there shall be assessed by the Association and collected from each purchaser of a House, to include all subsequent purchasers Houses resold, a working capital contribution in the amount of Five Hundred and No/100 (\$500.00) Dollars. All working capital funds collected shall be included on the HUD-1 settlement statement at closing and paid directly to Declarant until such time that Declarant is reimbursed in full for its expense to construct the pool and clubhouse amenity not to exceed the pro-rata amounts as follows:

AME: \$ 142,000.00

Cypress: \$ 231,000.00

AME shall only receive reimbursement from working capital funds collected from purchasers of Houses in Phases 1 and 2.

Cypress shall only receive reimbursement from working capital funds collected from purchasers of Houses in Phases 3 and 4 (4a & 4b).

Paragraph 3, Article V is hereby deleted in its entirety and replaced with, "From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, said maximum annual assessments may be increased without limitation at the sole and absolute discretion of the Board of Directors without a vote of the membership for the duration of the Declarant Control Period. At the end of the Declarant Control Period, any subsequent increase(s) in the maximum annual assessments must be approved by Members entitled to no less than sixty-seven (67%) of all the votes (appurtenant to each class of Lots) to which all Members are entitled.

Paragraph 4, Article VIII is hereby amended to delete the reference to, "two stories" and replace it with, "three stories."

Paragraph 16, Article VIII is hereby amended to remove the following: "Privacy Fences shall be of a shadowbox design".

Paragraph 33, is hereby added to Article VIII as follows:

Solar Panels. Solar panels require Architectural Committee approval and at minimum meet the following standards for consideration: (1) Must be professionally installed by a licensed contractor; (2) May not be installed on a roof near an architectural feature such as a window (i.e. cannot be located on a portion of roof that is below a window); (3) The surface of the solar panel can be no more than 18 inches above the surface of the roof; (4) May only be installed on the roof of the house, garage, or detached garage; (5) Must be installed on upper roofs only (i.e. no lower-level roofs, porch-roofs, etc.); (6) May not be installed on any other portion of a dwelling unit or the Lot.

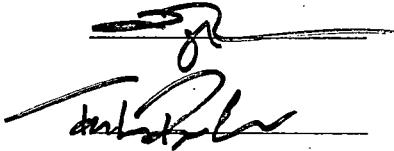
Paragraph 1, Article III, is hereby amended to add Section (e) to state: "A Member's (to include the person(s) living in the Member's House) access to and the right to use the Cypress Grove amenity center and pool shall automatically be suspended at the time that the Member becomes thirty (30) days delinquent in the payment of more than \$20.00 dollars of assessments, dues, fines or any other past dues charges owed by the member to the Association. Member access shall not be reinstated until past due amounts, to include any penalties and interest if applicable, are paid in full to the Association."

EXCEPT as specifically stated in this First Amendment, all other provisions of the Amended Declaration shall remain unchanged and in full force and effect.

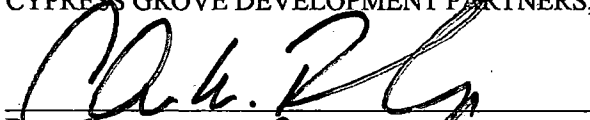
TERMS and CONDITIONS of this First Amendment shall take precedent over any conflicting terms or conditions within the Amended Declaration.

IN WITNESS WHEREOF, Declarant, by and through its authorized representative, has caused this instrument to be executed the days and year first above written.

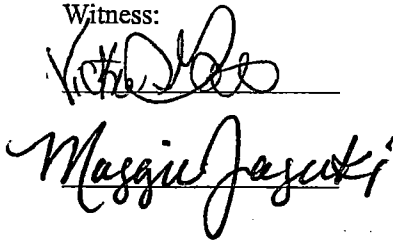
Witness:



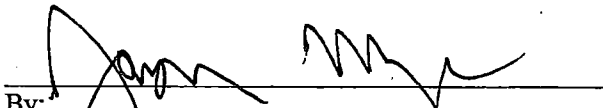
CYPRESS GROVE DEVELOPMENT PARTNERS, LLC


By: CHRIS K. PHILLIPS, JR.
MEMBER

Witness:


Maggie Jazucki

AME DEVELOPMENT GROUP, LLC

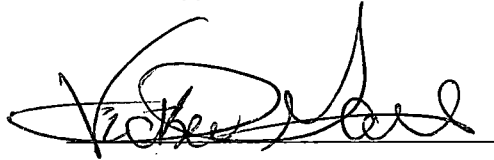

By: JASON MYER
Managing Member

STATE OF SOUTH CAROLINA

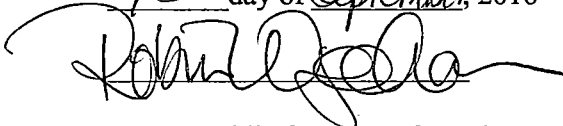
COUNTY OF CHARLESTON

)
)
)
PROBATE

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named Jason Myers, of AME Development Group, LLC, a South Carolina limited liability company, sign, seal and, as the act and deed of said limited liability company, deliver the within written First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Cypress Grove, and (s)he with the other witness, witnessed the execution thereof.

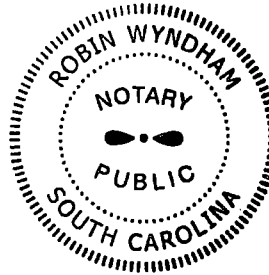


Sworn to before me this

13 day of September, 2016


Notary Public for State of South Carolina

My Commission Expires: 5/23/2022



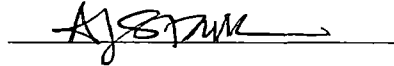
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named Christopher K. Phillips, Jr. of Cypress Grove Development Partners, LLC, a South Carolina limited liability company, sign, seal and, as the act and deed of said limited liability company, deliver the within written First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Cypress Grove, and (s)he with the other witness, witnessed the execution thereof.



Sworn to before me this

11TH day of October, 2016



Notary Public for State of South Carolina
My Commission Expires: 02/04/2018