

1. Recitals; Definitions. The recitals above stated are incorporated herein by reference. Capitalized terms not defined herein shall have the meaning given to them in the Declaration.

2. Capitalization of Association. Article IX, Section 9.11., of the Declaration is hereby amended by the deletion of the first sentence thereof and replacing it with the following:

Upon acquisition of record title to a Unit by an Owner thereof other than Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in the amount equal Two Thousand Five Hundred No/100 (\$2,500.00) Dollars per Unit.

3. Miscellaneous. As amended by this Amendment, the Declaration remains in full force and effect. The Declaration and this Amendment shall be read and construed as a single instrument; provided, however, that in the event of a conflict between the Declaration and this Amendment, the terms of this Amendment shall control. If any term, covenant or condition of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby and each such term, covenant or condition of this Amendment shall be valid and enforceable to the full extent permitted by law. The terms of this Amendment shall in accordance with and governed by the laws of the State of South Carolina. The captions and headings used in this Amendment are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Amendment. As used in this Amendment, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, Declarant has executed this Second Amendment effective the date first above written.

WITNESSES:

TOLL SC III, L.P., a South Carolina limited partnership

Keagan Miller
Name: Keagan Miller

Megan Ripley
Name: Megan Ripley

By: Nicholas DeCampo
Print Name: _____
Title: Director, Community Planning

STATE OF South Carolina
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of February, 2024, by Nicholas DeCampo as Director Com. Plan of TOLL SC III, L.P., a South Carolina limited partnership, on behalf of the company, who is personally known to me or has produced physical ID as identification.

[Signature]
Notary Public
(Seal) Printed Name: Samantha Evans
My Commission Expires: 5/14/2030

SAMANTHA J. EVANS
Notary Public - State of South Carolina
My Commission Expires
May 14, 2030

