

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 *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #:	2022037640	
Receipt Number:	272439	Return To:
Recorded As:	EREC-RESTRICTIVE COVENANTS	
Recorded On:	September 28, 2022	
Recorded At:	01:39:53 PM	Received From: SIMPLIFILE
Recorded By:	WK11	Parties:
Book/Page:	RB 4375: 514 - 522	Direct- CAINHOY LAND AND TIMBER LLC
Total Pages:	9	Indirect- CAINHOY TOWN

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

Recording Fee: \$25.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

After recording, return to:
 Susan M. Smythe, Esq
 Womble Bond Dickinson (US) LLP
 5 Exchange Street
 Charleston, SC 29401

Cross Reference to:
 Deed Book 3438, Page 785
 Deed Book 10677, Page 74
 Deed Book 3164, Page 298
 Deed Book 4228, Page 378

**SECOND AMENDMENT TO THE
 SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS (INCLUDING COMMUNITY ENHANCEMENT FEES)
 FOR CAINHOY TOWN**

This Second Amendment to the Amended and Restated Cainhoy Town Declaration of Covenants, Conditions and Restrictions (Including Community Enhancement Fees) for Cainhoy Development (the “**Amendment**”) is made as of this 28th day of September, 2022, by Cainhoy Land & Timber, LLC, a Delaware limited liability company (“**Declarant**”).

WITNESSETH:

WHEREAS, Declarant executed that certain the Second Amended And Restated Declaration of Covenants, Conditions and Restrictions for Cainhoy Town (Including Community Enhancement Fees) recorded on July 27, 2020 in Deed Book 3438, Page 785, which was amended by the First Amendment recorded on April 26, 2022 in Deed Book 4228, Page 378, and supplemented from time to time to add additional property, that amended and restated the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions (Including Community Enhancement Fees) for Cainhoy Development, filed and recorded on October 17, 2019, in Deed Book 3164, Page 298, Berkeley County Register of Deeds, South Carolina that amended and restated that certain Declaration of Covenants, Conditions and Restrictions for Cainhoy Town (Including Community Enhancement Fees & Right Of First Refusal) filed and recorded on March 28, 2014 in Deed Book 10677, Page 74, and (collectively, the “**Declaration**”);

WHEREAS, Article XVII, Section 17.2(a) of the Declaration provides that the Declarant may unilaterally amend the Declaration at any time without the approval of any Owner, mortgagee or Association and for any purpose;

WHEREAS, the Declarant deems it appropriate to amend the Declaration as set forth in this Amendment.

1. The following definitions are hereby added to the end of Article I of the Declaration:
 - 1.57. “404 Amendment to Acreage Declaration”. That certain Amendment to the Acreage Declaration dated of even date and recorded contemporaneously herewith.
 - 1.58. “404 Permit”. That certain Department of the Army permit SAC 2016-00756 issued on May 6, 2022.
 - 1.59. “404 Permit Reserve” shall mean the reserve account maintained by the Association in the amount required for the Long Term Management Obligations.
 - 1.60. “Acreage Declaration”. That certain Declaration of Covenants, Conditions and Restrictions (Cainhoy Acreage) by and between Cainhoy Land & Timber, LLC, Seven

Sticks, LLC, Tract 7, LLC and Tract 1, LLC recorded August 7, 2020 in Book 3456, Page 209, as amended by the First Amendment to Acreage Declaration and as may be further amended, supplemented and restated from time to time. The Acreage Declaration shall be deemed to be a Cost Sharing Agreement of the Association.

- 1.61. "Acreage Declaration Property". The real property that is subject to the Acreage Declaration.
- 1.62. "Conservation Easement". That certain Conservation Easement required by the 404 Permit to be granted to the Lord Berkeley Conservation Trust. And to be recorded in the Berkeley County Register of Deeds Office. The defined term "Governing Documents" shall specifically include the Conservation Easement.
- 1.63. "Long Term Management Obligations". The long term management obligations set forth in Paragraphs 4.5.11 thru 4.5.12, 4.6.11 thru 4.6.11 and 4.7.2 in the Mitigation Plan which is a part of the 404 Permit; these paragraphs have been summarized and included in **Schedule 1** attached hereto.
- 1.64. "Protected Wetlands". Those protected wetlands described in the Wetland Restrictions and the Conservation Easement.
- 1.65. "Sanctuary". The real property that is, or will be, subject to the Conservation Easement. The Sanctuary has been, or will be transferred to the Association, as required by the 404 Permit.
- 1.66. "Sanctuary Rules". Certain Rules and Regulations applicable to the Sanctuary as set forth in Section 4.28 below.
- 1.67. "Upland Buffers". Those protected upland areas described in the Wetland Restrictions.
- 1.68. "Wetland Restrictions". The two types of restrictive covenants required to be filed by the 404 Permit, the Declaration of Wetland Restrictive Covenants and the Declaration of Wetland Restrictive Covenants (Waterfront) covering all of the wetlands and the upland buffers identified in the 404 Permit. The defined term "Governing Documents" shall specifically include the Wetland Restrictions.

2. Article I, Section 1.48 of the Declaration is hereby amended by deleting the same in its entirety and substituting therefor the following provision:

1.48 "Residential Unit". An individual residential attached townhome located on a separately platted lot and an individual detached single family home located on a separately platted lot each constitute a Residential Unit. An individual residential condominium Unit is not a Residential Unit; and the building in which residential condominium Units are located is not a Residential Unit unless specifically agreed to by the Declarant. A Unit, that is a building comprised of multiple separate dwelling spaces which are used for single family residential purposes is not included in this definition. A residential apartment building, a hotel or any portion thereof would not be a Residential Unit. Subject to the preceding, a Residential Unit is a Unit which is restricted to, intended for, or is being used for, residential purposes by one single family.

3. Article II, Section 2.1(b) of the Declaration is hereby amended by deleting the same in its entirety and substituting therefor the following provision:

(b) any restrictions or limitations contained in any Deed conveying such property to the Association and any restrictions, limitations, covenants, or obligations set forth in any recorded instrument applicable to such property, including but not limited to any Supplemental Declaration, the Conservation Easement, and the Wetland Restrictions;

4. Article IV of the Declaration is hereby amended by adding the following provisions at the end thereof:

4.27 Long Term Management Obligations. The Association shall perform the Long Term Management Obligations. All expenses of the Association in fulfilling the Long Term Management Obligations shall be Common Expenses of the Association and shall be included in the General Assessment budget. In accordance with Section 5.6 of the Declaration with respect to Cost Sharing Agreements, the General Assessment budget shall also reflect the contribution amounts anticipated to be paid by the owners of the Acreage Declaration Property pursuant to the 404 Amendment to Acreage Declaration. The Association shall maintain a 404 Permit Reserve that is equal to five (5) times the annual cost of the Long Term Management Obligations for the prior year. Whenever the annual cost of the Long Term Management Obligation changes, the amount of the 404 Permit Reserve shall change in the next year to reflect such change in cost.

4.28 Conservation Easement. Notwithstanding any provisions to the contrary with respect to real property owned by the Association, the Sanctuary is subject to the Conservation Easement. The Association reserves the right to implement additional rules, regulations and restrictions relating to the Conservation Easement and to enter into agreements with third parties that further the conservation purposes and values set forth in the Conservation Easement, including agreements which further restrict access or use of the Sanctuary (the “**Sanctuary Rules**”). Any use of the Sanctuary by Members, Owners, Leasehold Owners, Occupants, and the general public shall be limited to those uses and access that are consistent with the provisions of the Conservation Easement and the Sanctuary Rules. All costs of the Association relating to the Conservation Easement shall be Common Expenses, including any fees or costs owed to the holder of the Conservation Easement.

4.49 Protected Wetlands and Buffers. All wetlands and upland buffers that are subject to the Wetland Restrictions shall be conveyed to, and owned by, the Association or such other property owner association as may be approved by the Association, except for those wetlands and upland buffers that are permitted to be a part of a Lot pursuant to the Declaration of Wetland Restrictive Covenants (Waterfront). As soon as an area that is required to be transferred pursuant to this Section is capable of transfer by deed, the Owner shall convey such protected area to the Association or such other property owner association as may be approved by the Association, for no additional consideration.

5. Article V, Section 5.1 of the Declaration is hereby amended by adding the following provision at the end thereof:

(g) The level of maintenance that the Association provides to the Area of Common Responsibility may vary from a high level of landscaping and regular, weekly maintenance to intermittent or no maintenance, depending on the nature and intended use of the particular area. Some portions of the Area of Common Responsibility may consist of open space or other natural areas intentionally left in a natural or relatively undisturbed state, such as the Sanctuary, Upland Buffers, and Protected Wetlands. Open spaces or other natural areas, such as the Sanctuary, may serve as habitats for a variety of native plant, animal, and insect species, and other naturally occurring conditions, some of which may pose hazards to persons or pets encountering them. Neither the Association nor the Declarant shall have any responsibility for providing maintenance in such natural areas or taking action to abate such conditions, except as may be required pursuant to the terms of any recorded restrictions or easements affecting such property. In the event of any conflict between the terms of the Conservation Easement and the terms of the Declaration, as amended from time to time, the terms of the Conservation Easement shall control. The Declaration, as amended from time to time, shall be subordinate in all respects to the Conservation Easement.

6. Article XVII, Section 17.2 of the Declaration is hereby amended by adding the following provision:

(e) In the event of any conflict between the terms of any Wetland Restrictions and the terms of the Declaration, as amended from time to time, the terms of the Wetland Restrictions shall control. The Declaration, as amended from time to time, shall be subordinate in all respects to the Wetland Restrictions in the same manner as if the Wetland Restrictions had been recorded in time prior to the Declaration.

7. Article XVII, Section 17.2 of the Declaration is hereby amended by adding the following provision:

(f) Notwithstanding any provision to the contrary, the provisions of the Declaration that relate to the 404 Permit may not be amended without the prior written consent of the Army Corps of Engineers and the South Carolina Department of Health and Environmental Controls.

8. Article XVII, Section 17.10 of the Declaration is hereby amended by deleting the same in its entirety and substituting therefor the following provision:

17.10 Use of Words "Cainhoy Town", "Point Hope", and "Guggenheim". No Person or entity shall commercially use the words "Cainhoy Town", "Point Hope", "Guggenheim", or any derivative thereof or the logo for "Cainhoy Town" or "Point Hope" in any printed or digital promotional material or website without the Declarant's prior written consent. However, nothing herein shall prevent Owners from fairly using the terms "Cainhoy Town", "Point Hope" and "Guggenheim" in printed or digital promotional

matter or on a website where such term is used solely to specify and merely inform that a particular property is located within Cainhoy Town and/or Point Hope. Nothing herein shall prevent the Association and any other authorized community association located in Cainhoy Town and/or Point Hope and the Declarant and Declarant-Related Entities to use the words "Cainhoy Town" and/or "Point Hope" and/or "Guggenheim" in their names.

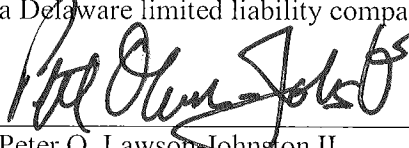
[SIGNATURE OF DECLARANT AND SCHEDULE 1 FOLLOWS]

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IN WITNESS WHEREOF, Declarant has caused this Second Amendment To The Second Amended And Restated Declaration Of Covenants, Conditions And Restrictions (Including Community Enhancement Fees) For Cainhoey Town to be executed by its duly authorized representative on the date first written above.

Declarant:

CAINHOY LAND & TIMBER, LLC,
a Delaware limited liability company

 [SEAL]
Peter O. Lawson-Johnston II
Its: Managing Member


Witness #1

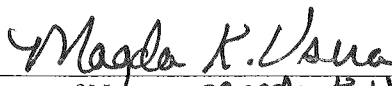

Witness #2

STATE OF SOUTH CAROLINA

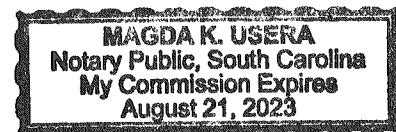
COUNTY OF CHARLESTON

I, the undersigned Notary Public, do hereby certify that Peter O. Lawson-Johnston II is the Managing Member of CAINHOY LAND & TIMBER, LLC a Delaware limited liability company, and has personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Witness my hand and official seal this 26 day of September, 2022


Name of Notary: Magda K. Usera
Notary Public for South Carolina
My commission expires: 8/21/23

NOTARY SEAL



SCHEDULE 1
LONG TERM MANAGEMENT OBLIGATIONS

Paragraphs 4.5.11 thru 4.5.12, 4.6.11 thru 4.6.11 and 4.7.2 in the Mitigation Plan which is part of the 404 Permit set forth the obligations of the Association with respect to the long term management of the Sanctuary and the areas subject to the Wetland Restrictive Covenants. These obligations are summarized below.

Sanctuary Obligations

The Association shall be the long-term owner and steward of the Sanctuary and will be responsible for the management of the Sanctuary.

Conservation area signs will be posted around the outside buffer area of the Sanctuary. The signs will be spaced approximately 100' apart around eye level.

Annual inspections will be conducted by the Lord Berkeley Conservation Trust ("Lord Berkeley") to document overall conditions in connection with its duties as the holder of the Conservation Easement. This will include an inspection of the boundary of the Sanctuary and a notification to the Association of any encroachment and missing signs that need to be corrected.

Within the Sanctuary, prescribed fire application will continue in perpetuity to maintain desired habitat conditions, and in coordination with prescribed fire, the maintenance of firebreaks will be completed annually for so long as such activities are permitted by applicable laws and regulations.

One third of the Sanctuary will be burned each year to maintain the high quality fire dependent ecosystem. This management plan should be periodically reviewed at a minimum of every ten years to ensure that the frequency and size of the burns is producing the desired results or if regulatory requirements change that affects the burning regime. If burn sizes must decrease, then it may be necessary to install new firelines to facilitate this change in burn areas. These changes would have to be agreed upon in writing with the Association, Lord Berkeley, USACE and SCDHEC.

Other Management Obligations Outside of the Sanctuary

The protection of the preserved wetlands and associated buffers will be completed by recording the two types of Wetland Restrictive Covenants upon issuance of the permit. These areas will be permanently preserved in a natural state under the protection of the Wetland Restrictive Covenants and Wetland Restrictive Covenants (Waterfront). Long term management obligations in the protected areas will be restricted to encroachment inspections and sign replacement.

As residential development occurs and these areas become subject to subdivision plat rules allowing for the transfer of the fee simple interest, the developer will convey the protected wetlands and associated upland buffers to the property owners association. The waterfront property that qualifies for a dock will be subjected to Wetland Restrictive Covenants (Waterfront) and the protected areas will remain a part of the residential property and will not be conveyed to the property owners association.

The upland buffers will be posted with signs. The signs will be spaced approximately 100' apart around eye level. The Association will be responsible for inspecting 1/3 of these signs each year and for their replacement as needed.

Financial Protections

The Association shall maintain a reserve account equal to five (5) times the prior year's cost relating to the long term management required by the Permit. This reserve amount will change each time the annual cost changes. The Association will assess the owners each year for the estimated cost of the current year's long term management obligations plus any amount needed to bring the 404 Reserve Account up to five times the prior year's costs.

Obligations to Lord Berkeley Which Are Not a part of the Long Term Management Obligations of the Permit

Upon the recordation of the recording of the Conservation Easement, Lord Berkeley will be paid a lump sum of \$30,000 in the first year, a lump sum of \$30,000 in the second year and in the third year \$10,000. On the fourth year after the recording of the Conservation Easement and each year thereafter, Lord Berkeley will be paid \$10,000 as increased annually by a fixed inflation rate of 3%. The Association shall pay the annual payments owed to Lord Berkeley.