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STATE OF SOUTH CAROLINA )  
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BEAUFORT COUNTY )

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CAROLINA ESTATES**

**THIS SECOND AMENDMENT** to Declaration of Covenants, Conditions and Restrictions for Carolina Estates ("Second Amendment") is made this 28<sup>th</sup> day of February, 2001, by D.R. Horton, Inc. ("Declarant").

**WHEREAS**, Declarant's predecessor-in-interest recorded certain Declaration of Covenants, Conditions and Restrictions for Carolina Estates ("Covenants") in the Beaufort County Register of Deeds Office on July 26, 2000 in Official Record Book 1316 at Page 2286, as amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for Carolina Estates recorded on December 27, 2000 in Official Record Book 1360 at Page 2283, affecting property generally known as Carolina Estates as more particularly described in the Covenants and on Exhibit "A" attached hereto ("Property"); and

**WHEREAS**, Article IX, Section 2 of the Covenants provided that the Covenants could be amended in whole or in part at anytime by an instrument signed by owners of two-thirds of the Lots or Dwellings encumbered by the Covenants; and

**WHEREAS**, the Declarant owns more than two-thirds of the Lots and Dwellings within the Property at this time; and

**WHEREAS**, the Declarant wishes to amend the Covenants as set forth below.

**NOW, THEREFORE**, for purpose of enhancing and protecting the value, attractiveness, and desirability of the Property, the Declarant hereby amends the Covenants as follows:

1. Definitions. All capitalized terms in this Second Amendment shall have the meanings defined in the Covenants, unless otherwise defined herein.
2. Amendment of Covenant Provisions. Declarant hereby amends the following provisions of the Covenants as set forth below:
  - a. All references to "Carolina Estates" are hereby revised to "Meadowbrook at Old Carolina".
  - b. Article I, Section 2, is hereby amended to change the name of the Association to Meadowbrook at Old Carolina Homeowner's Association, Inc. All references to Association in the Covenants shall mean and refer to Meadowbrook at Old Carolina Homeowner's Association, Inc.
  - c. Article I, Section 11, is hereby amended by replacing the underlined blank with the number 19.439.
  - d. Article IV, Section 5, is hereby amended by the addition of the following sentence, "So long as the Declarant owns two (2) or more Lots or Dwellings, the Declarant's votes in the Association shall be no less than the total number of votes of all other Association members plus one vote.

RMD/pmb

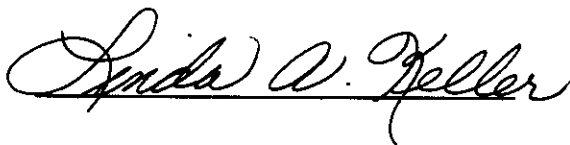
- e. Article IV, Section 6, is hereby amended by deleting the text in the Covenants and inserting the following, "The Board of Directors shall adopt reasonable By-Laws for the Association at the Initial Organizational Meeting of the Association.
- f. Article VII, Section 3, is hereby amended by deleting the first paragraph and inserting the following:

Beginning with the calendar year 2001, the Annual Assessment for each Lot or Dwelling shall be Four Hundred Fifty Dollars (\$450.00). After January 1, 2002, the Annual Assessment shall increase each year by five percent (5%) of the previous years Annual Assessment, unless agreed to otherwise by a two-thirds (2/3) vote of the Association at a duly called meeting. An initiation fee of Four Hundred Fifty Dollars (\$450.00) shall be collected from the purchaser of each Lot or Dwelling from the Declarant at the closing of said purchase. Initiation fees shall be payable to the Declarant. Upon the payment of the initiation fee, subsequent purchasers of the applicable Lot or Dwelling shall not be responsible for any further initiation fee.

- g. Article VII, Section 6, is hereby amended by deleting the reference to thirty percent (30%) and replacing it with fifty percent (50%).
3. Second Amendment Constitutes Covenant. This Second Amendment, its terms and conditions, constitutes a restrictive covenant upon the Property running with the Property and binding and benefitting all parties having any right, title or interest in the Property, forever.
  4. Attorney's Fees. In the event any party brings legal action to enforce the terms and conditions of this Second Amendment, the unsuccessful party to such litigation shall be responsible for reimbursing the successful party to such lawsuit all costs incurred in connection therewith, including reasonable attorney fees and court costs.
  5. Successors and Assigns. This Second Amendment shall be binding upon the Declarant, Successor Declarant, all owners of any part of the Property, and their respective heirs, successors and/or assigns.

**IN WITNESS WHEREOF**, the Declarant has executed this Second Amendment on the dates set forth above.

**WITNESSES:**



**D.R. HORTON, INC.**



By: Richard Schwartz  
Its: Assistant Vice President

Camela M. Brewer

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public do certify that D.R. Horton, Inc. by Richard Schwartz its Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 28<sup>th</sup> day of February, 2001.

Camela M. Brewer (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2/25/09

**Exhibit "A"**

**ALL THOSE** certain pieces, parcels or lots of land generally known as the "Carolina Estates" subdivision in Bluffton Township, Beaufort County, South Carolina and containing cumulatively 19.439 acres, more or less, and being shown and depicted as "Future Development 6.857 acres", "Carolina Estates Phase 1 - 12.582 acres", Lots 9 through 26, inclusive, Lots 35 through 47, inclusive, all open space and right of ways, and all other strips, gores and parcels of land whatsoever depicted on the plat entitled "A Subdivision Plat of Carolina Estates" prepared by Antoine Vinel, S.C.R.L.S. No. 9064 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 75 at Page 96.