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BEAUFORT COUNTY SC - ROD  
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This document was prepared by  
**McNair Law Firm, P.A. (SFR)**  
4 Clarks Summit Drive, Suite 200  
Bluffton, SC 29910  
(843) 815-2171

**Cross Reference: Book 3537 at Page 52**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS AND PROVISIONS FOR MEMBERSHIP IN SALT  
CREEK LANDING PROPERTY OWNERS' ASSOCIATION, INC.**

THIS Second Amendment to Declaration of Covenants and Provisions for Membership in Salt Creek Landing Property Owners' Association, Inc. (the "Amendment") is made effective the date of execution below by **K. Hovnanian Homes at Salt Creek Landing, LLC**, a South Carolina limited liability company ("Declarant").

**RECITALS**

- A. Declarant recorded that certain Declaration of Covenants and Provisions for Membership in Salt Creek Landing Property Owners' Association, Inc. in the Office of the Register of Deeds for Beaufort County in Book 3537 at Page 52 on December 13, 2016 (the "Declaration").
- B. Declarant reserved the right to unilaterally amend the Declaration in Section 11.1 of Article XI of the Declaration until the end of the Declarant Control Period, for any purpose whatsoever, provided the voting power of existing owners is not diluted.
- C. The Declarant Control Period has not expired.
- D. Declarant wishes to amend the Declaration in accordance with the terms of this Amendment.

NOW, THEREFORE, the Declaration is amended as follows:

- 1. Recitals. The recitals set forth above are incorporated into and made a part of this Amendment.
- 2. POA Definition. Section 1.1(n) hereby is deleted in its entirety and replaced with the following:

1.1(n) "POA" shall mean and refer to Salt Creek Landing Property Owners' Association, Inc., a South Carolina non-profit corporation which Declarant formed on November 2, 2017.

3. Notice of Transmission Easement. Section 6.5 hereby is added to the Declaration and shall state the following:

6.5 Notice of Transmission Easement and Encroachment Agreement.

(a) Declarant hereby discloses the existence of (1) an easement for the transmission of electricity granted to Central Electric Power Cooperative, Inc. recorded in Book 252 at Page 1488 in the Office of the Register of Deeds for Beaufort County, South Carolina, as assigned to South Carolina Public Service Authority by assignment recorded in Book 3581 at Page 226 ("Transmission Easement") that encumbers a portion of the Property including a portion of the road right of way known as Hammock Oaks Circle within the Property; and (2) an Encroachment Agreement between Declarant and South Carolina Public Service Authority recorded in Book 3621 at Page 2503 in the Office of the Register of Deeds for Beaufort County, South Carolina, a copy of which is attached as Exhibit "A" ("Encroachment Agreement"), permitting the road right of way known as Hammock Oaks Circle and related road, storm drain, pond, sewer, fence and certain related infrastructure improvements described as "Encroachments" in the Encroachment Agreement to be located within the portion of the Property encumbered by the Transmission Easement as described in the Encroachment Agreement.

(b) Declarant has certain rights and obligations as described in the Encroachment Agreement. Declarant reserves the right to assign to the POA Declarant's rights and obligations under the Encroachment Agreement, and, upon such assignment by Declarant, Association shall be obligated to provide written consent assuming such assigned rights and obligations.

(c) South Carolina Public Service Authority is not responsible for any damage to any property, real or personal, located in the Property, including roads, landscaping, driveways, fences, etc. caused by South Carolina Public Service Authority employees, agents, independent contractors, or any other affiliated entity arising from South Carolina Public Service Authority's exercise of rights pursuant to the Transmission Easement or Encroachment Agreement.

(d) The POA shall indemnify and hold harmless South Carolina Public Service Authority for any claim or threat of claim (in law or in equity), including attorneys' fees, expert fees, and costs, arising from South Carolina Public Service Authority's exercise of rights pursuant to the Transmission Easement or Encroachment Agreement, and the POA shall name and maintain in perpetuity South Carolina Public Service Authority as an additional insurance under any general liability insurance policy of the POA related to such indemnification.

4. Any capitalized term not defined in this Amendment, shall have the meaning assigned in the Declaration.

5. Except as modified herein, the Declaration otherwise shall remain in full force and effect.

[SIGNATURE FOLLOWS.]

IN WITNESS WHEREOF, the authorized agent of Declarant has caused this Amendment to be executed on February 26, 2018.

**K. Hovnanian Homes at Salt Creek Landing, LLC,**  
a South Carolina limited liability company

By: Katie Varin  
Name: Katie Varin  
Title: Area President

[Signature]  
Witness

Tammy J. Mauldin  
Notary

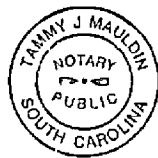
STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

The foregoing instrument was acknowledged before me, this 26<sup>th</sup> day of February 26, 2018 by Katie Varin, in her capacity as Area President, on behalf of K. Hovnanian Homes at Salt Creek Landing, LLC, a South Carolina limited liability company, on behalf of the company. He or she is personally known to me or produced valid driver's license as identification.

(SEAL)

Tammy J. Mauldin  
Notary Public, State of South Carolina  
Printed Name: Tammy J. Mauldin  
My Commission Expires: 09/13/2023



Tammy J Mauldin  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
September 13, 2023

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3  
01/13/2017  
3101

EXHIBIT A



BEAUFORT COUNTY SC - ROD  
BK 3621 Pgs 2503-2511  
FILE NUM 2017061752  
11/13/2017 03:25:24 PM  
REC'D BY shirley RCPT# 870597  
RECORDING FEES \$15.00

PREPARED BY AND AFTER  
RECORDING, RETURN TO:

Santee Cooper  
One Riverwood Drive  
P. O. Box 2946101  
Moncks Corner, SC 29461-6101

TMS# R510 007 000 0147 0000  
R510 007 000 0440 0000  
LINE: Market Place to Bluffton (T8AX014)

AUTHORITY DRAWINGS: 5632-002-5001

OWNER:  
K. HOVNIANIAN HOMES AT  
SALT CREEK LANDING, LLC

**ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2017 by and **K. HOVNIANIAN HOMES AT SALT CREEK LANDING, LLC**, a limited liability company formed pursuant to the laws of the State of South Carolina ("KHOV"), and **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**, a body corporate and politic organized and existing under the laws of the State of South Carolina ("Santee Cooper").

RECITALS

**WHEREAS**, KHOV is the owner of a portion of that certain piece, parcel or tract of land described at Exhibit A attached hereto and currently identified as Beaufort County Tax Parcel Numbers R510 007 000 0147 0000 and R510 007 000 0440 0000 (collective the "Property").

**WHEREAS**, by easement dated June 23<sup>rd</sup>, 1977, recorded in the Office of the Register of Deeds for Beaufort County in Record Book 252 at Page 1488, Hilton Head Company granted to Central Electric Cooperative, Inc. ("Central") a perpetual easement for the construction and maintenance of electric transmission lines (the "Right of Way").

**WHEREAS**, by assignment recorded in the Office of the Register of Deeds for Beaufort County in Record Book 3581 at Page 226, Central assigned the Right of Way to Santee Cooper.

**WHEREAS**, KHOV has installed certain infrastructure within the Right of Way without Santee Cooper's permission. Pursuant to that certain action commenced in the Court of Common Pleas for Beaufort County, 2017CP0700986, Santee Cooper asserted a claim against KHOV seeking the removal of the unauthorized encroachments. The parties have now reached an agreement wherein KHOV has agreed to remove fire hydrants to a location outside of the Right of Way, and requested permission for the installation, maintenance and use of a pond, road, fence and other infrastructure (collectively, the "Encroachments") within the Right of Way as shown on the project drawing entitled "PROPOSED SANTEE COOPER EASEMENT EXHIBIT SALT CREEK LANDING, HILTON HEAD ISLAND, SOUTH CAROLINA, PREPARED FOR K. HOVNIANIAN HOMES BY THOMAS & HUTTON", dated 07/18/17, a copy of which is attached as Exhibit B and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties hereto, and their successors and assigns, agree as follows:

1. Santee Cooper hereby grants its consent to KHOV to construct, install, maintain and use the Encroachments within the Right of Way, provided KHOV abandons the water line and relocates the fire hydrants shown on the drawing referenced above. The parties agree that the Encroachments will be located on the subject property as shown on Exhibit B between Santee Cooper pole numbers assigned TEFIS #'s 140372 and 140378. The parties further acknowledge that the drawing attached hereto as Exhibit B is of a temporary nature, and KHOV agrees to have an as-built survey conducted within ninety (90) days of the completion of construction. Upon delivery and approval of the as-built survey by Santee Cooper, the parties agree to re-record this agreement with the new drawing being referenced in lieu of the drawing attached hereto as Exhibit B.
2. KHOV acknowledges that any construction of the Encroachments shall not raise the ground elevation within the Right of Way to such an extent that would violate the clearance requirements set forth by the National Electrical Safety Code and Santee Cooper. **The original grade will be restored following construction.** Any Encroachment which traverses the Right of Way in a perpendicular manner, as shown on Exhibit B, will be buried a minimum of thirty-six inches (36") deep within the Right of Way. No part of any Encroachments will be constructed within fifty feet (50') of a pole, guy wire, or guy wire anchor, except as may be shown on Exhibit B. KHOV shall endeavor to preclude or otherwise prevent any vehicular traffic under existing or future guy wires.
3. KHOV will notify Santee Cooper's Supervisor, Right of Way Management, at telephone (843) 761-8000, ext. 5327 and Santee Cooper's crew supervisor at (843) 761-8000 ext. 5942, two (2) weeks prior to any construction within the Right of Way.
4. In the event additional utilization of the Right of Way is needed by Santee Cooper, Santee Cooper shall provide written notification to KHOV, or its approved assignee, of the need for additional utilization, and work in good faith with the owner of the Encroachments to relocate or modify the Encroachments in a reasonable manner, at the owner's sole cost and expense; provided, however, that this provision shall not be exercised by Santee Cooper for a period of twenty-four (24) months from the effective date hereof.
5. KHOV will be responsible for locating all underground utilities prior to commencement of work. If, during trenching or boring operations, KHOV, or anyone acting on KHOV's behalf, severs any transmission counterpoise (copper ground wire running parallel within the Right of Way), KHOV will leave the severed ends exposed above ground, mark the location with flagging, and notify the Santee Cooper transmission crew supervisor at (843) 761-8000 ext. 5942.
6. Santee Cooper shall not be responsible for any property damage to the Encroachments caused by any work it performs within the Right of Way. In the event KHOV wishes to replace any part of the Encroachments that have been removed or disrupted, KHOV shall obtain Santee Cooper's prior, written consent, and, if so granted, shall perform such work at KHOV'S sole cost and expense.
7. All occupancy or use of any part of the Right of Way shall be at the sole expense of KHOV and KHOV will not assign or in any way alienate any rights or privileges granted in this Agreement without the prior, written consent of Santee Cooper, which consent shall not be unreasonably withheld. However, assignment of the rights and privileges hereunder to the Salt Creek Landing Property Owners' Association shall be permitted without further written consent of Santee Cooper, provided the Salt Creek Landing Property Owners' Association

executes a consent indicating assumption of all the terms of the within Encroachment Agreement.

8. KHOV agrees to indemnify and hold Santee Cooper harmless from any liability or responsibility for, and any claims or actions arising as a result of the actions or omissions of KHOV as they relate to the within Encroachment Agreement or KHOV's use of the Right of Way.
9. Santee Cooper only grants consent to construct, use and maintain the Encroachments in the Right of Way to the extent Santee Cooper has rights to the Right of Way. Santee Cooper makes no warranty whatsoever as to its title or rights to the Right of Way.
10. The exercise of any rights or privileges conferred by this Agreement shall constitute acceptance of the terms of this Agreement. Moreover, the persons executing this Agreement hereby warrant that they are duly authorized to execute this Agreement on behalf of the parties and have the full authority to bind the parties to this Agreement.
11. **KHOV agrees to caution all persons associated with the construction or maintenance of the Encroachment of the very high voltage associated with the overhead transmission lines within the Right of Way. No booms, cranes or other equipment shall be brought closer than fifteen feet (15') to the energized conductor.**
12. Except as provided herein, Santee Cooper reserves all rights it may have in and to the Right of Way by virtue of conveyance, statute, regulation, law, or equity.
13. The easements, rights and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.
14. This Agreement shall be governed by the laws of the State of South Carolina. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. This Agreement supersedes any and all prior agreements, either written or verbal, and represents the total understanding between the parties.

*Signatures appear on the following pages*

IN WITNESS WHEREOF, the parties hereunto set their hand the day and year above written.

<p>Signed, sealed and delivered in the presence of:</p> <p><u>Deborah J. Helms</u> Print Name: <u>Deborah J. Helms</u> Witness #1</p> <p><u>Melodie Parker</u> Print Name: <u>Melodie Parker</u> Witness #2</p>	<p>K. Hovnanian Homes at Salt Creek Landing, LLC, a South Carolina limited liability company</p> <p>By: <u>Christopher Spendley</u> Name: <u>Christopher Spendley</u> Its: <u>Group President</u></p>
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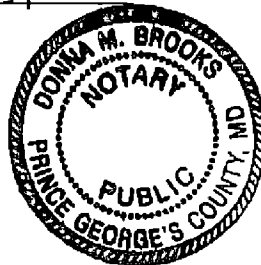
STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named K. Hovnanian Homes at Salt Creek Landing, LLC., by Christopher Spendley, its duly authorized representative, sign, seal, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with Melodie Parker (witness #2), the other witness subscribed above, witnessed the execution thereof.

Deborah J. Helms  
(Witness #1 sign here)

Sworn to and subscribed before me this the 19 day of October, 2017.

Donna Brooks  
Notary Public  
Notary Public for Prince George's Co.  
My Commission Expires: 6-10-21  
[NOTARIAL STAMP-SEAL]



IN WITNESS WHEREOF, the parties hereunto set their hand the day and year above written.

<p>Signed, sealed and delivered in the presence of:</p> <p><u>Deborah J. Helms</u> Print Name: <u>Deborah J. Helms</u> Witness #1</p> <p><u>Melodie Parker</u> Print Name: <u>Melodie Parker</u> Witness #2</p>	<p>K. Hovnanian Homes at Salt Creek Landing, LLC, a South Carolina limited liability company</p> <p>By: <u>Christopher Spendley</u> Name: <u>Christopher Spendley</u> Its: <u>Group President</u></p>
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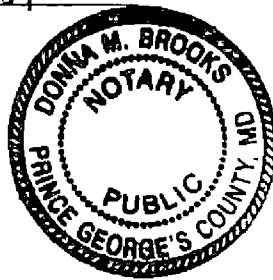
STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

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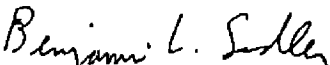
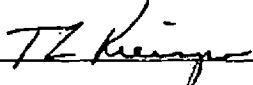
Deborah J. Helms  
(Witness #1 sign here)

Sworn to and subscribed before me this the 19 day of October, 2017.

Donna Brooks  
Notary Public  
Notary Public for Prince Georges Co.  
My Commission Expires: 6-10-21  
[NOTARIAL STAMP-SEAL]

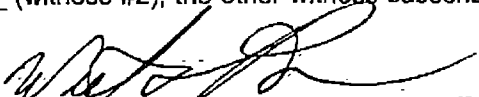




<p>Signed, sealed and delivered in the presence of:</p> <p></p> <p>Print Name: <u>William F. Brunson</u> Witness #1</p> <p></p> <p>Print Name: <u>Benjamin L. Sadler</u> Witness #2</p>	<p><b>SOUTH CAROLINA PUBLIC SERVICE AUTHORITY</b>, a body corporate and politic organized and existing under the laws of the State of South Carolina</p> <p>By: <u></u></p> <p>Name: Thomas L. Kierspe</p> <p>Its: Vice-President, Transmission Operations</p>
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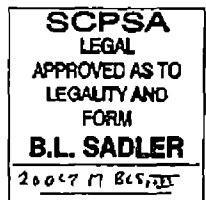
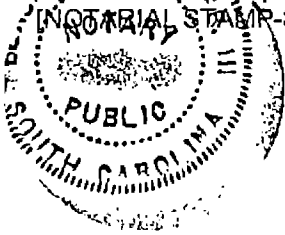
STATE OF SOUTH CAROLINA            )  
COUNTY OF BERKELEY                )


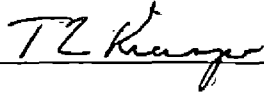
Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named South Carolina Public Service Authority, by, Thomas L. Kierspe, its Vice-President, Transmission Operations, sign, seal, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with the other witness (witness #2), the other witness subscribed above, witnessed the execution thereof.

  
(Witness #1 sign here)

Sworn to and subscribed before me this the 20<sup>th</sup> day of October, 2017.


Ben L. Sadler  
Notary Public  
Notary Public for South Carolina  
My Commission Expires: 1-29-2018  
[NOTARIAL STAMP-SEAL]



<p>Signed, sealed and delivered in the presence of:</p> <p></p> <p>Print Name: <u>William F. BRUNSON</u> Witness #1</p> <p><u>Benjamin L. Sadler</u> Print Name: <u>Benjamin L. Sadler</u> Witness #2</p>	<p><b>SOUTH CAROLINA PUBLIC SERVICE AUTHORITY</b>, a body corporate and politic organized and existing under the laws of the State of South Carolina</p> <p>By: <u></u></p> <p>Name: Thomas L. Kierspe Its: Vice-President, Transmission Operations</p>
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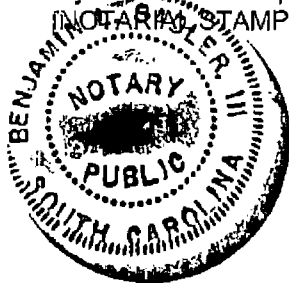
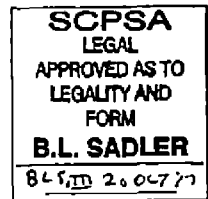
STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

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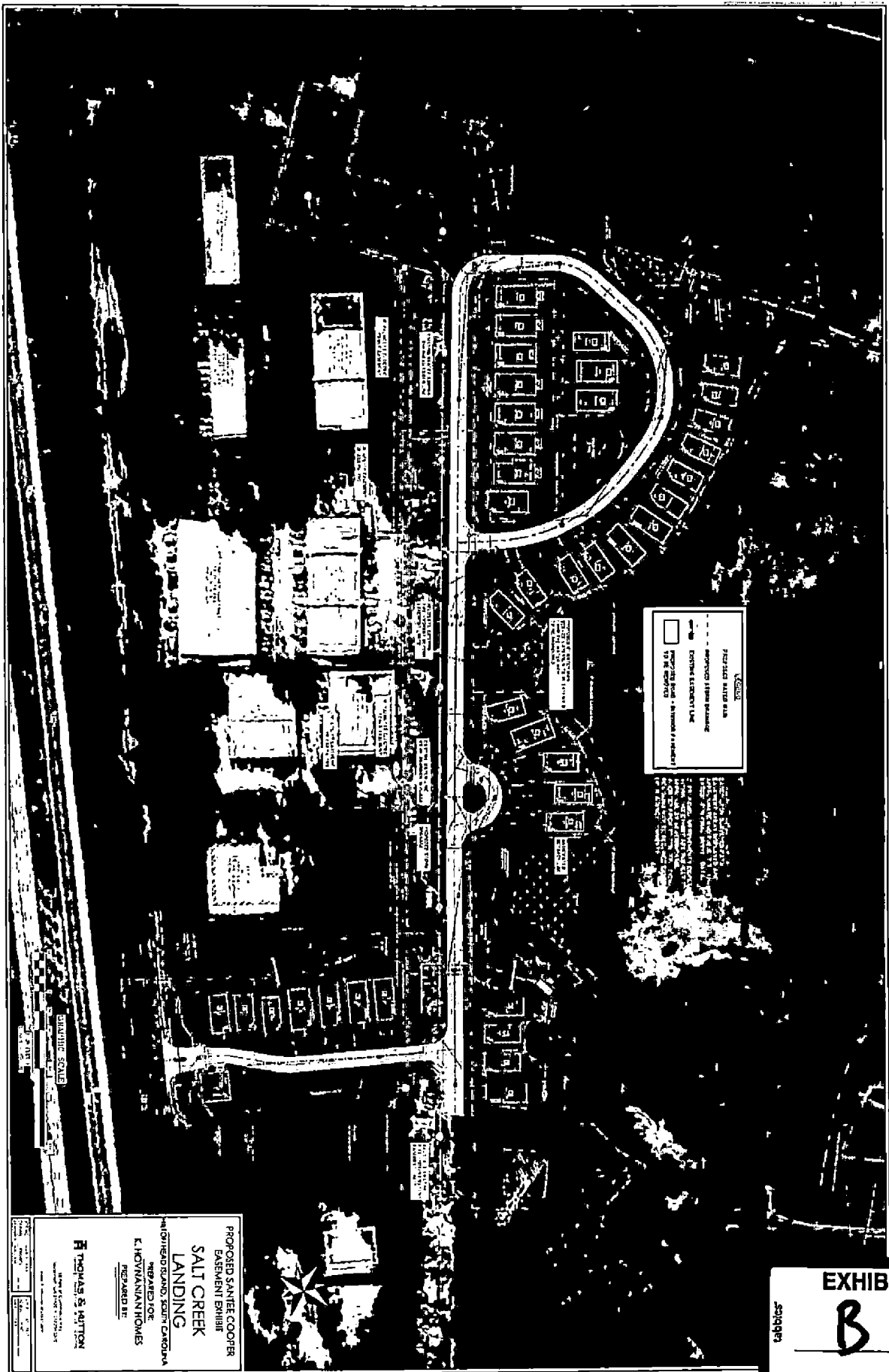
  
(Witness #1 sign here)

Sworn to and subscribed before me this the 20<sup>th</sup> day of October, 2017.

Benjamin L. Sadler  
Notary Public  
Notary Public for South Carolina  
My Commission Expires: 1/29/18  
[NOTARY STAMP-SEAL]







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**EXHIBIT**  
**B**