

2006015150

RESTRICTION
RECORDING FEES

\$12.00

PRESENTED & RECORDED:
11-13-2006 10:04 AM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY

BK: DEED 365

PG: 62-67

PREPARED BY AND RETURN TO:

Timothy G. Sellers
SELLERS, HINSHAW, AYERS, DORTCH & LYONS, P.A.
Suite 410, Cameron Brown Bldg.
301 S. McDowell Street
Charlotte, NC 28204
(704) 377-5050

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR SUN CITY CAROLINA LAKES**

Lancaster County, South Carolina

This Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sun City Carolina Lakes ("Amendment") is made and entered into this the 7th day of November, 2006, by **Sun City Carolina Lakes Community Association** ("Association") and **Pulte Home Corporation**, doing business through and under its "Del Webb" brand, a Michigan corporation ("Declarant").

Statement of Purpose

Declarant recorded the original Declaration of Covenants, Conditions, and Restrictions for Sun City Carolina Lakes on May 16, 2006, in Book 335 at Page 179 in the Office of the Register of Deeds for Lancaster County, South Carolina and the First Amendment to the Declaration of Covenants, Conditions, and Restrictions on August 4, 2006, in Book 348 at Page 167 (collectively the "Declaration"). Association and the Declarant now wish to amend the Declaration as permitted and provided in Section 17.2 of the Declaration to clarify the scope of the Association's responsibilities and the obligations of owners with respect to Freestanding Retaining Walls constructed and installed throughout the Properties and to clarify and confirm the authority of the Association to use Association funds to repair, replace and

maintain areas and Improvements which are identified and designated as Common Area prior to the time they are formally transferred or conveyed by the Declarant to the Association. Section 17.2 of the Declaration provides that it may be amended unilaterally by the Declarant during the Declarant Control Period and with the written consent of sixty-seven (67%) of the total vote in the Association and the consent of the Declarant after the Declarant Control Period, but during the Development Period. As of the date of the recordation of this Amendment, the Declarant Control Period has not expired and Declarant controls and has the right to cast more than sixty-seven percent (67%) of the total vote in the Association.

NOW, THEREFORE, pursuant to the provisions of Section 17.2 of the Declaration and at the direction of and with the written consent of the Declarant, the Declaration is amended as follows:

1. Section 1.13 of the Declaration is deleted in its entirety and the following substituted in lieu thereof:

1.13 Common Expenses: The expenses of administration, operation, maintenance, repair, replacement, landscaping and snow removal of the Common Area (other than Limited Common Area); the cost of insurance, water, electricity, telephone, gas and other necessary utility expenses for the Common Area (other than Limited Common Area); the cost of general and special real estate taxes and assessments levied or assessed against any portion of the Common Area (other than Limited Common Area) owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the operation of the Common Area (other than Limited Common Area); the cost of maintenance of the landscaping of the rights-of-way and medians of streets, roads or highways, within or adjoining the Properties (including, without limitation, U.S. Highway 521); any expenses designated as Common Expenses by this Declaration; if not specifically charged to the Owners, the cost of waste removal and scavenger services to the Properties; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners (including, without limitation, costs incurred for management, administrative, legal or other professional services). Common Expenses may include costs and expenses incurred by the Association in connection with the administration, operation, repair, maintenance, or replacement of areas and improvements within the Properties, which have been identified or designated as Common Area prior to any formal transfer or conveyance of title or responsibility to those areas or improvements by the Declarant to the Association. Common Expenses shall not include Limited Common Area Expenses.

2. The second paragraph of Section 8.1 is deleted in its entirety and the following substituted in lieu thereof:

The assessments levied by the Association pursuant to the authority granted in this **Article VIII**, shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and other residents of the Properties to the fullest extent authority or responsibility

is granted to the Association hereunder and to discharge all rights, privileges, and duties assigned or allowed to the Association hereunder, including, without limitation, the payment of Common Expenses as defined under **Section 1.13**. Without limiting the generality of the foregoing, assessments may be used for the leasing, acquisition, improvement, maintenance, and operation of the Properties and the provision of services and facilities devoted to this purpose and related to the use and enjoyment of the Properties, including, without limitation, as specified in **Articles II, IV and V**; the administration of architectural standards and review, including, without limitation, as specified in **Article IX**; the administration and enforcement of the Governing Documents as defined in **Section 1.22**; the administration and exercise of privileges, licenses, and easements granted to or reserved by the Association, including, without limitation, as provided in **Article XI**; payment of taxes and governmental assessments on the Common Area; payment of insurance premiums for the insurance policies maintained by the Association in accordance with the Governing Documents; payment of sums due in connection with street lights or other utilities serving the Properties for which the Association has responsibility hereunder; payment of management fees to a property manager; the employment of attorneys, architects, accountants, and other professionals to represent or assist the Association as deemed necessary or appropriate by the Board; the cost of utilities and fuel used in operating facilities in the Common Area; the maintenance and upkeep of all streets and/or roadways in the Properties until such time as responsibility for their maintenance is assumed by the Village or other governmental authority; and for the accumulation of reserves to carry out the purposes and duties of the Association, the Board, or the Modifications Committee as provided for in the Governing Documents.

3. Section 9.4(a) of the Declaration is deleted in its entirety and the following substituted in lieu thereof:

9.4 Submission of Plans and Specifications.

(a) Prior to commencing any Regulated Work, an Owner shall submit an application for approval of the proposed Regulated Work to the appropriate Reviewing Entity. Such application shall be in the form required by the Reviewing Entity and shall include detailed plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor and other features of proposed construction, as applicable. The Reviewing Entity may, in its discretion, require an Owner to obtain and provide a professional engineering report and/or a certificate or opinion from a professional engineer for the benefit of the Association, with respect to all or a portion of the Regulated Work. The Design Guidelines shall set forth the procedure and any additional information for submission of the Plans. Before the Owner may begin the proposed Regulated Work, the application must be approved by the Reviewing Entity in accordance with the procedures described below.

4. Section 11.10 of the Declaration is deleted in its entirety and the following substituted in lieu thereof:

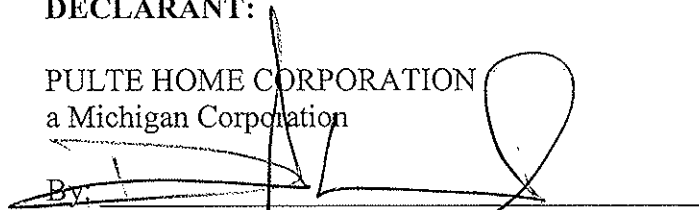
11.10 Easements for Freestanding Retaining Walls. Declarant reserves to itself and grants to the Association a perpetual easement over all Easement Areas located on Dwelling Units for the purpose of maintenance, repair, and replacement of the freestanding retaining walls constructed by the Declarant. An "Easement Area," as defined herein, shall include all portions of each Dwelling Unit which provide any stability and/or support for a wall or which would affect or impact a wall if modified, changed or disturbed. Each Easement Area shall extend for a minimum distance of twenty feet (20') in every direction from each retaining wall, and shall include the area necessary to provide reasonable access from a public street to each retaining wall. The Easement Area shall burden any Dwelling Unit a portion of which falls within the Easement Area, including those that may be necessary for access to a retaining wall located on another Dwelling Unit. No person shall make any additions, changes, or modifications to any freestanding retaining wall or within any Easement Area, as defined herein, without first submitting a written request and obtaining written authorization from the Reviewing Entity as provided in **Article IX** of this Declaration. As provided in **Section 9.4**, the Reviewing Entity may require an Owner to obtain and provide a professional engineering report and/or a certificate or opinion from a professional engineer for the benefit of the Association, with respect to all or a portion of the Regulated Work, that the proposed addition, change, modification, or other activity will not adversely load or affect the freestanding retaining wall, its stability or support, the geogrid surrounding it, or the drainage or surface water flow around the wall or within the Easement Area. The Board is specifically authorized to adopt rules and regulations with respect to these freestanding retaining walls, the Easement Areas, to address the unique circumstances and characteristics of each wall, and the potential impact of changes thereto or in the vicinity thereof.

5. Except as herein specifically amended, the provisions of the Declaration are ratified and confirmed and the Declaration shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Sun City Carolina Lakes, as of the day and year first above written.

DECLARANT:

PULTE HOME CORPORATION
a Michigan Corporation

By: 
David Vitek, Vice President

SIGNED, SEALED and delivered in the presence of:

Brad Heaver

Name:
Witness No. 1

Dana L. Fowler

Name:
Notary Public and Witness No. 2

STATE OF South Carolina
COUNTY OF York) SS.

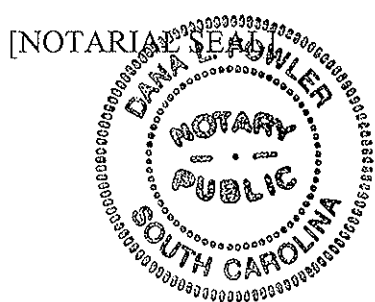
BEFORE ME, a notary public for the County and State aforesaid, the undersigned Witness No. 1, Brad Heaver, (Witness No. 1), appeared and made oath that (s)he saw the above-named David Vitek, who acknowledged himself/herself to be vice-president of Pulte Home Corporation, execute this instrument for the purposes set forth herein, all upon authority duly given, and that (s)he, along with Witness No. 2, subscribed above, and in the presence of each other, witnessed the due execution thereof.

Brad Heaver
Witness No. 1

SUBSCRIBED to before me this

9th day of November, 2006.

Dana L. Fowler
Notary Public and Witness No. 2



My Commission Expires: 5/26/16

ASSOCIATION:

SUN CITY CAROLINA LAKES
COMMUNITY ASSOCIATION,
a South Carolina Non-Profit Corporation

By: [Signature]
David Vitek, President

SIGNED, SEALED and delivered in the presence of:

[Signature]
Name:
Witness No. 1

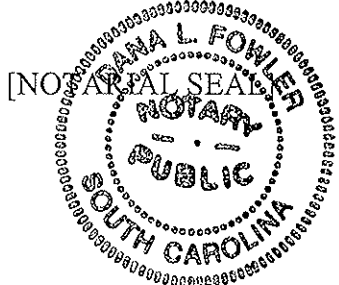
[Signature]
Name:
Notary Public and Witness No. 2

STATE OF South Carolina)
COUNTY OF York) SS.

BEFORE ME, a notary public for the County and State aforesaid, the undersigned Witness No. 1, Brad Heaven, (Witness No. 1), appeared and made oath that (s)he saw the above-named David Vitek, who acknowledged himself/herself to be president of Sun City Carolina Lakes Community Association, a South Carolina Non-Profit Corporation, execute this instrument for the purposes set forth herein, all upon authority duly given, and that (s)he, along with Witness No. 2, subscribed above, and in the presence of each other, witnessed the due execution thereof.

[Signature]
Witness No. 1

SUBSCRIBED to before me this
9th ~~15th~~ day of November, 2006.
[Signature]
Notary Public and Witness No. 2



My Commission Expires: 5/26/16