

After recording, please return to:

Buist Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464
File No. 2453.0099

Please cross-reference to:

- Book 0009 at Page 600**
- Book 0198 at Page 284**
- Book 0383 at Page 812**
- Book 0630 at Page 716**
- Book 0630 at Page 717**
- Book 0630 at Page 718**
- Book 0631 at Page 410**
- Book 0677 at Page 846**
- Book 0701 at Page 913**
- Book 0840 at Page 869**
- Book 0840 at Page 870**

STATE OF SOUTH CAROLINA)		SECOND AMENDMENT TO THE
)		AMENDED AND RESTATED
)		DECLARATION OF COVENANTS,
)		CONDITIONS, EASEMENTS AND
)		RESTRICTIONS FOR MIXSON
COUNTY OF CHARLESTON)		PROPERTY RESIDENTIAL

Stanley Martin Homes, LLC, a Delaware limited liability company (collectively, with its predecessor(s)-in-interest, successors and assigns, the “**Declarant**”), makes this Second Amendment to the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property (the “**Second Amendment**”) on July 15, 2021, pursuant to Section 15.2 of the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, which was recorded in the Office of the Register of Deeds of Charleston County, South Carolina on November 6, 2017 in Book 0677, Page 846 (the “**Restated Original Declaration**”).

RECITALS:

WHEREAS, the Founder, as the developer (hereinafter, the “**Founder**” shall mean and refer collectively to DRP SC 1, LLC, a Delaware limited liability company, and its predecessor(s)-in-title, successors and assigns), and Declarant of the traditional neighborhood development known as Mixson, established the Original Declaration (as defined herein) to provide a flexible system of standards and procedures for the overall development and expansion of the Property and for the governance, administration, maintenance, and preservation of the Property as an integral part of Mixson, a neighborhood comprised of various land uses which complement and support one another and the larger community of which Mixson is a part;

WHEREAS, the Founder previously executed that certain Declaration of Covenants, Conditions and Restrictions for Mixson Residential Property, dated September 8, 2008, recorded in the Office of the Register of Deeds for Charleston County, South Carolina on September 15, 2008 in Book 0009, Page 660, *et seq.* (the “**Initial Declaration**”);

WHEREAS, Mixson Assembly, Inc. (the “**Association**”), the Founder and Pamela N. Martin previously executed that certain Amendment No. 1 to Declaration of Covenants, Conditions

and Restrictions for Mixson Residential Property, dated July 18, 2011 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on July 21, 2011 in Book 0198, Page 284, *et seq.* (the “**First Amendment**”);

WHEREAS, the Association and the Founder previously executed that certain Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, dated December 31, 2013 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on January 14, 2014 in Book 0383, Page 812, *et seq.* (the “**Amended and Restated Declaration**”);

WHEREAS, the Founder previously executed that certain First Supplemental Declaration to Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, dated April 13, 2017 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on April 14, 2017 in Book 0630, Page 716, *et seq.* (the “**First Supplemental**”);

WHEREAS, the Association and Founder previously executed that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, dated April 13, 2017 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on April 14, 2017 in Book 0630, Page 717, *et seq.* (the “**First A&R Amendment**”);

WHEREAS, the Founder previously executed that certain Second Supplemental Declaration to Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Mixson Residential Property, dated April 13, 2017 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on April 14, 2017 in Book 0630, Page 718, *et seq.* (the “**Second Supplemental**”);

WHEREAS, the Founder and FD Communities, LLC (the “**Previous Declarant**”) previously executed that certain Assignment of Declarant Rights, dated April 8, 2017 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on April 18, 2017 in Book 0631, Page 410, *et seq.* (“**Previous Assignment**”) (the Initial Declaration, First Amendment, Amended and Restated Declaration, First Supplemental, First A&R Amendment, Second Supplemental, and Previous Assignment are hereinafter collectively referred to as the “**Original Declaration**”);

WHEREAS, the Founder, the Previous Declarant, and Association previously executed the Restated Original Declaration, dated November 3, 2017 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on November 6, 2017 in Book 0677, Page 846, *et seq.*;

WHEREAS, the Founder, the Previous Declarant, and SM Charleston, LLC previously entered into that certain Assignment of Declarant Rights, dated February 28, 2018 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on March 1, 2018 in Book 0701, Page 913, *et seq.* (“**First Assignment**”); and

WHEREAS, SM Charleston, LLC and Declarant previously entered into that certain Assignment of Declarant Rights, dated February 1, 2021 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on April 7, 2021 in Book 0979, Page 294, *et seq.* (“**Second Assignment**”); and

WHEREAS, the Declarant, in accordance with Section 15.2 of the Restated Original Declaration, desires to amend the Restated Original Declaration.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to Section 15.2 of the Restated Original Declaration, the Declarant hereby amends the Restated Original Declaration as follows:

1. The foregoing recitals are incorporated herein by reference.
2. Section 7.4(a) of the Restated Original Declaration is deleted in its entirety and the following substituted therefor:

(a) General. Except for "live work" or "mixed use" Lots designated in a separate deed restriction approved by Declarant or which existed prior to the recording of the Declaration, Lots may be leased only in their entirety; no fraction or portion of a Lot or Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than thirty (30) days, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Association's rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee. NOTWITHSTANDING THE FOREGOING, ANY COMPLETED HOMES EXISTING ON THE PROPERTY AS OF APRIL 13, 2017 MAY BE LEASED BY THE OWNERS OF SUCH HOMES PURSUANT TO SHORT-TERM AND LONG TERM LEASES AND SUCH RIGHT TO LEASE HOMES SHALL NOT BE TAKEN AWAY, REGULATED, AMENDED, ABRIDGED OR ASSESSED THEREFOR WITHOUT THE CONSENT OF ALL OF THE OWNERS OWNING HOMES BUILT PRIOR TO APRIL 13, 2017; PROVIDED, HOWEVER, SUCH RIGHTS SHALL BE LIMITED BY ALL APPLICABLE ZONING REGULATIONS, LOCAL ORDINANCES AND ANY GOVERNMENTAL AUTHORITY.

3. Except as expressly amended by this Second Amendment to the Restated Original Declaration, the Restated Original Declaration shall remain in full force and effect. Each and every term, definition, covenant and condition of the Restated Original Declaration and this Second Amendment to the Restated Original Declaration shall be read and construed as one instrument.

[SIGNATURE PAGE TO FOLLOW]

