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Return to: Erika V. Harrison Law Office of Erika V. Harrison PO BOX 20956 Charleston, SC 29413

STATE OF SOUTH CAROLINA

SECOND AMENDMENT
AMENDED AND RESTATED MASTER DEED
Shelmore Village Horizontal PROPERTY REGIME

COUNTY OF CHARLESTON

This Second Amendment to the Amended and Restated Master Deed for Shelmore Village Horizontal Property Regime ("Regime") is executed by Ecovest S&S Shelmore Development Company, LLC, a South Carolina limited liability company (hereinafter "Ecovest" or "Present Grantor") this the 7th_day of November 2013.

RECITALS

- A. WHEREAS, MS Shelmore Village LLC, a South Carolina limited liability company, and Meeting Street Companies, LLC, a North Carolina limited liability company ("Original Grantor") executed that certain Master Deed establishing the Regime dated May 1, 2007, and recorded on May 3, 2007 in the RMC Office for Charleston County in Book J624 at Page 345 (hereinafter the "Master Deed"), the Amendment to Master Deed of Shelmore Village Horizontal Property Regime dated September 10, 2007 and recorded on September 20, 2007 in Book D639 at Page 261, and the Second Amendment to Master Deed Shelmore Village Horizontal Property Regime dated June 24, 2008 and recorded on July 2, 2008 in Book S663 at Page 542.
- B. WHEREAS, Original Grantor conveyed the property submitted to the Regime by deed to Redus Coastal SC, LLC, a Delaware limited liability company ("Successor Grantor"), dated December 30, 2010 and recorded on January 14, 2011 in the RMC Office for Charleston County in Book 0166 at Page 671.
- C. WHEREAS, Original Grantor assigned all of its rights and interest reserved unto it as Grantor under the Master Deed, and the amendments thereto, to Redus Coastal SC, LLC, as Successor Grantor ("Successor Grantor") by Assignment of Grantor Rights dated December 30, 2010 and recorded on January 14, 2011 in the RMC Office for Charleston County in Book 0166 at Page 671.
- D. WHEREAS, the Present Grantor was assigned all the rights and interest under the Master Deed and amendments thereto to from the Successor Grantor by a Quitclaim Transfer and Assignment of Declarant Rights dated and recorded on December 28, 2012 in the RMC Office for Charleston County in Book 0300 at Page 446.
- E. WHEREAS, the Present Grantor executed that certain Amended and Restated Master Deed ("Master Deed") dated and recorded on February 22, 2013 in Book 0312 at Page 392 in the RMC Office for Charleston County and the First Amendment to the Amended and Restated Master Deed dated October 1, 2013 and recorded on October 3, 2013 in Book 0365 at Page 413 in the RMC Office for Charleston County.
- F. WHEREAS, the Grantor presently owns Units in the Regime and has not transferred Page | 1 of 3

control of the Association as provided in Article XXIV of the Master Deed; therefore, pursuant to Article IX of the Master Deed, Grantor has full authority to amend the Master Deed.

- G. WHEREAS, the undersigned desires to amend Article XVI Use Restrictions Section 2. Mixed Use; Live/Work, to permit all floors of a Unit to be used for Commercial Uses.
- H. WHEREAS, all capitalized terms used herein shall have the same meaning as in the Master Deed, unless the context clearly requires otherwise.

AMENDMENTS

NOW THEREFORE, know all men by these present that the Amended and Restated Master Deed hereby is, amended as follows:

1. A second paragraph is added to Article XVI <u>Use Restrictions</u> Section 2. Mixed Use; "Live Work": and shall read as follows:

Notwithstanding the above use restrictions for a Unit's ground floor and all other floors for Commercial uses and Residential uses, respectively, the Grantor, in its sole and absolute discretion, may permit a Unit Owner to use all the floors of a Unit for a Commercial use. In such cases the Grantor has permitted this modification of the use of a Unit in whole or part, the Grantor may add additional restrictions on the use of a Unit, which shall be set forth in the deed of conveyance to a Unit Owner.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigneds, the Grantor of the Regime and the President of the Meeting Street at Shelmore Property Owner's Association, Inc. cause these presents to execute as of the date set forth at the beginning of this document.

Pegy Laulter

The Meeting Street at Shelmore Property Owners' Association, Inc.

a South Carolina non-profit corporation

By: Jeffrey Roberts
Its: President

Ecovest S&S Shelmore Development Company, LLC, a South Carolina limited liability company

By: Jeffrey Roberts
Its: Managing -- Member

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, J. Lynn McCants a Notary Public for the State of South Carolina, do hereby certify that Jeffrey Roberts, Managing Member of Ecovest S&S Shelmore Development Company, LLC, a South Carolina limited liability company, its Manager, and the President of the Meeting Street at Shelmore Property Owners' Association, Inc., a South Carolina non-profit corporation personally appeared before me this 7th day of November 2013 and acknowledged the due execution of the foregoing instrument.

Notary Bublic for South Carolina My commission expires: 02/12/23

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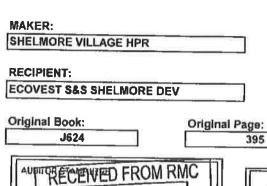
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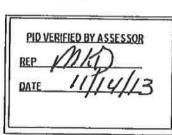
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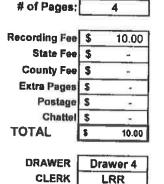
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PETER J. TECKLENBURG CHARLESTON COUNTY AUDITOR













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