

2018001687

RESTRICTION  
RECORDING FEES

\$11.00

PRESENTED & RECORDED:

02-02-2018 01:05 PM

JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC

By: STEPHANIE KNIGHT ROD

**BK: DEED 1114**

**PG: 304-308**

[SPACE ABOVE RESERVED FOR RECORDER'S USE]

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|-------------------------|---|
| Cross Reference:        | Instrument No.: 2304, Book 288, Page 300      |
| As Modified by:         | Instrument No. 2006011679, Book 353, Page 155 |
| As Further Modified by: | Instrument No. 2009012867, Book 534, Page 54  |
| As Further Modified by: | Instrument No. 2012006078, Book 667, Page 107 |
| As Further Modified by: | Instrument No. 2013014815, Book 757, Page 267 |
| As Further Modified by: | Instrument No. 2016014423, Book 999, Page 262 |

**SECOND AMENDMENT TO DECLARATION  
OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR EDGEWATER CORPORATE CENTER**

This Second Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center (this "*Amendment*"), made as of the \_\_\_ day of February, 2018 by RMB Edgewater, LLC, a North Carolina limited liability company (herein, "*Declarant*"), as follows:

*Witnesseth:*

WHEREAS, Edgewater Park Partners, LLC, an Indiana limited liability company ("*Original Declarant*") and Hans L. Lengers VIII, L.L.C., a South Carolina limited liability company ("*Initial Owner*") executed and recorded the Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center (the "*Center*") dated June 30, Amendment to Declaration of Covenants, Restrictions and Easements

2005 (as amended and assigned, the "*Declaration*") recorded in Deed Book 288, Page 300 in the office of the Register of Deeds of Lancaster County, South Carolina (the "*Registry*"); and

WHEREAS, pursuant to Assignment of Declarant/Initial Owner's Rights under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center dated April 18, 2012, bearing instrument Number 2012006078, and recorded in the Registry in Book 667, Page 107, Original Declarant (for itself and as successor to the rights of Initial Owner) assigned all of its rights under the Declaration (including, without limitation, its rights as 'Declarant' and/or the 'Initial Owner') to Dearborn Street Holdings, LLC - Series 16 M & I, an Illinois limited liability company ("*Dearborn*"); and

WHEREAS, pursuant to Assignment of Declarant/Initial Owner's Rights under Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center dated September 25, 2013, bearing instrument Number 2013014815, and recorded in the Registry in Book 757, Page 267 (the "*RMB Assignment*"), Dearborn assigned all of its rights under the Declaration (including, without limitation, its rights as 'Declarant' and/or the 'Initial Owner') to Declarant, and Declarant accepted such assignment and assumed all obligations of Declarant under the Declaration; and

WHEREAS, the Declaration was amended by First Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center dated September 30, 2016, bearing Instrument Number 2016014423 and recorded in the Registry in Deed Book 999, Page 262; and

WHEREAS, Declarant shall be a Class B Shareholder until the Class B Expiration Date; and

WHEREAS, the Class B Expiration Date is December 31, 2025 or an earlier date when the Declarant owns less than ten percent (10%) of the Real Estate in the Center or expressly terminates its rights; and

WHEREAS, Declarant owns more than ten percent (10%) of the Real Estate in the Center and has not expressly terminated its rights, so the Class B Expiration Date has not occurred as of the date of this Amendment; and

WHEREAS, Section 20(A)(ii) of the Declaration provides that the Declarant may unilaterally amend the Declaration to revise the standards, covenants and restrictions contained in the Declaration or any part thereof, or the location of any easements created or reserved under the Declaration, prior to the Class B Expiration Date, pursuant to the provisions of the Declaration.

NOW THEREFORE, Declarant hereby declares that the Declaration is amended as follows:

1. The above recitals are incorporated herein by reference and deemed a part of this Amendment.

2. Pursuant to *Section 5(C)* of the Declaration, Declarant hereby assigns to the owner of the property described as "Tract 1" on the Recombination Plat dated October 5, 2017 prepared by The John R. McAdams Company, Inc. and recorded at Plat Book 2017, Page 726 in the Registry (the "Tract 1 Owner") the non-exclusive right to construct the extension of Edgewater Corporate Parkway as shown on the Specifications, as defined below, together with utility lines and other infrastructure (collectively, the "*Tract 1 Extension and Infrastructure Improvements*"), and consents to the Tract 1 Owner's performance of such work, provided such work is performed in a good and workmanlike manner, free and clear of all liens and other obligations and liabilities, in accordance with (i) all requirements of Lancaster County and all other applicable laws and ordinances (including local authorities having jurisdiction), (ii) the plans and specifications prepared by The John R. McAdams Company, Inc. entitled The Flats Construction Drawings dated 9-5-17, pages RW-1 to RW-6 (the "Specifications") , (iii) the terms and requirements of this Declaration and in such a manner as to allow acceptance by Lancaster County of such improvements. Declarant further grants, conveys and assigns to the Tract 1 Owner a non-exclusive easement, as set forth under Section 5(C) of the Declaration, necessary to construct and/or install the Tract 1 Extension and Infrastructure Improvements. Upon completion of the Tract 1 Extension and Infrastructure Improvements, the Tract 1 Owner will submit a written notice of completion to the Declarant, together with: (i) reasonable back-up documentation of actual documented costs incurred for the completion of the Tract 1 Extension and Infrastructure Improvements; (ii) reasonable and customary assurances that all subcontractors and materialmen have been paid in full; and (iii) a request that the Tract 1 Owner's engineer/consultants of record issue a written certification to the Declarant that the Tract 1 Extension and Infrastructure Improvements have been substantially completed in accordance with the Specifications. Upon completion of the Tract 1 Extension and Infrastructure Improvements and verification of completion by the Declarant as provided above, the Tract 1 Extension and Infrastructure Improvements will be deemed conveyed and/or assigned to the Corporation as Common Properties of the Center and the cost of maintenance, repair and upkeep shall be a Common Expense. Consistent with the immediately preceding sentence, the Tract 1 Extension and Infrastructure Improvements (as Common Properties of the Center) shall be subject to the applicable private rights and easements established under the Declaration for the benefit of the Corporation and the Owners, including, but not limited to, Private Street Easements, Utility Easements and Drainage Easements, as such terms are defined in the Declaration. The Tract 1 Owner agrees to use commercially reasonable efforts to obtain warranties generally available in the course and trade from contractors performing the work associated with the Tract 1 Extension and Infrastructure Improvements. Any warranties related to the Tract 1 Extension and Infrastructure Improvements shall be assigned to Declarant or, at Declarant's option and election, the Corporation.

If the Tract 1 Owner fails to complete the Tract 1 Extension and Infrastructure Improvements as required herein, then the Declarant shall be entitled, in addition to its other rights and remedies at law or in equity, including all rights and remedies as set out in the Declaration, the filing of a lien for any costs and expenses required to reimburse Declarant to complete or correct the work of the Tract 1 Owner and the rights to self-help at Section 20.(H) of the Declaration.

3. The foregoing modifications are made in furtherance of and without prejudice to Declarant's existing and continuing rights under the Declaration, including, without limitation, Declarant's rights and privileges under Section 3 to "create additional (or modify or remove) Restrictions and prohibitions with respect to certain Business uses within the Center".

4. Except as previously modified of record and further specifically modified by this Amendment, all other terms, covenants and conditions of the Declaration shall remain in full force and effect. All capitalized terms used, but not specifically defined in this Amendment, shall have the meaning ascribed to such terms in the Declaration.

*[remainder of page intentionally left blank; signature page follows]*

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IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed in the day and year first written above.

DECLARANT

RMB Edgewater, LLC,  
a North Carolina Limited Liability Company

By: Merrifield Partners, LLC, a North  
Carolina Limited Liability Company, its Manager

B.J. Burkhardt  
Witness #1  
Print Name: B.J. Burkhardt

By: James E. Merrifield  
James E. Merrifield  
Its: Manager

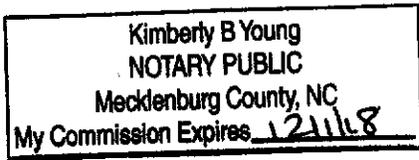
Witness #2 [Signature]  
Print Name: Michael Bilodeau

State of North Carolina )

County of Mecklenburg )

Before me, a Notary Public in and for said County and State, personally appeared James E. Merrifield, as Manager of Merrifield Partners, LLC, as Manager of RMB Edgewater, LLC, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Restrictions and Easements for Edgewater Corporate Center on behalf of such limited liability company.

WITNESS, my hand and Notarial Seal, this the 1 day of February, 2018



Kimberly B Young  
Notary Public  
Printed Name: Kimberly B Young

My Commission Expires:  
12/1/18

My County of Residence:  
Mecklenburg