

STATE OF SOUTH CAROLINA)	SIXTH AMENDMENT TO DECLARATION
)	OF COVENANTS, CONDITIONS AND
CHARLESTON COUNTY)	RESTRICTIONS FOR RICE FIELDS AT
		BULLS BAY RECORDED IN BOOK O-432
		AT PAGE 179

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Rice Fields at Bulls Bay ("Declaration") dated January 8, 2003, were recorded January 10, 2003, in Book O-432 at page 179 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, the Declaration was amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Rice Fields at Bulls Bay dated April 4, 2003 and recorded April 17, 2003 in Book B-445 at page 220; and

WHEREAS, the Declaration was amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Rice Fields at Bulls Bay dated October 6, 2003, and recorded October 9, 2003, in Book B471 at page 158; and

WHEREAS, the Declaration was amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Rice Fields at Bulls Bay dated October 16, 2003, and recorded October 20, 2003, in Book G472 at page 862; and

WHEREAS, the Declaration was amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Rice Fields at Bulls Bay dated August 13, 2004, and recorded August 19, 2004 in Book P-506 at page 743 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, the Declaration was amended by Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Rice Fields at Bulls Bay dated February 7, 2007, and recorded February 8, 2007 in Book Y-614 at page 514 in the RMC Office for Charleston County, South Carolina; and

WHEREAS, Section 9.1 provides as follows:

9.1 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 9.2 hereof, shall be proposed and adopted by a vote of not less than seventy-five percent (75%) of the then existing Board of Directors. Notice of the proposed amendment shall be given to the Board in writing by a Director proposing the amendment and the notice shall contain a general description of the proposed amendment and the purpose of the proposed amendment. No amendment that imposes or reasonably could be construed to impose a greater economic or legal burden on Declarant than exists under the then current provisions of this Declaration shall be valid unless it is approved, in writing, by Declarant, and no amendment of the Declaration which is contrary to this statement shall be valid.; and

WHEREAS, the Board of Directors at a meeting held on the 23rd day of August, 2007, with all three (3) Directors present, it was unanimously voted to amend Section 8.5 of the Declaration as hereinafter provided:

NOW, THEREFORE, pursuant to Section 9.1 of the Declaration and by vote of the Board of Directors at its meeting held on the 23rd day of August, 2007, Declarant hereby amends the Declaration as follows:

Section 8.5 Provisions for Lots Near Golf Course is hereby deleted in its entirety and substitute in lieu thereof a new Section 8.5 to read as follows:

"8.5 PROVISIONS FOR LOTS NEAR GOLF COURSE

8.5.1. Activities Affecting Play on Golf Course

Owners of Lots which are adjacent or proximate to the golf course of the Club (as defined in Section 4.6), shall not conduct or permit others to conduct on or from such Lot

any activities that would materially and adversely affect the playing conditions on the Club golf course. Such prohibited activities shall include, but shall not be limited to running, walking, playing or bicycling on the golf course; picking up golf balls on the golf course or the easement area referenced in Section 8.5.3, below; or allowing pets to be present on the golf course or to intimidate players on the golf course.

8.5.2. Entry onto Lot by Golfers

Golfers who are registered with the Club and their caddies shall have a limited, non-exclusive right and easement to enter by foot (and not on golf carts) onto the unimproved portions of Lots adjacent or proximate to the golf course for a reasonable period of time, during normal playing hours, to attempt to find or to remove a played ball, subject to the official rules of the Club, provided that the golfer or caddy shall not damage any foliage or improvements on the Lot and shall not conduct themselves in a rude, loud or obnoxious manner or in a manner that reasonably would be deemed a nuisance.

8.5.3. Easement for Golf Course Maintenance

The Club and its agents, employees, successors and assigns shall have a perpetual, non-exclusive right and easement over that portion of Lots adjacent or proximate to the golf course which extends from the property line of such Lot that abuts property of the Club for a perpendicular distance of fifty (50) feet from the property line (the "Easement Area"). Until such time as a landscaping plan has been submitted by an Owner of a Lot and such plan as been approved by the ARB and implemented by the Owner of the Lot, such right and easement shall permit, but shall not require, the Club

and its agents, employees, successors and assigns to go upon the Easement Area to maintain or landscape the unimproved portions of the Easement Area, including, without limitation; fine grading that does not adversely affect the drainage of the Lot; planting of grass or foliage, including trees; watering, fertilizing and applying legal pesticides to grass, foliage or trees; and pruning of foliage, removal of stumps and removal of trees whose trunk diameter is less than six (6) inches at five (5) feet above surrounding grade. After a landscaping plan has been submitted by an Owner of a Lot and such plan as been approved by the ARB and implemented by the Owner of the Lot, such right and easement shall permit, but shall not require, the Club and its agents, employees, successors and assigns to go upon the Easement Area to remove dead or diseased limbs that might constitute a hazard for golfers and to prune limbs or debris that are intruding onto property of the Club.

8.5.4. Setbacks from Golf Course

Unless otherwise expressly approved in writing by Declarant, no Dwellings, decks, porches, gazebos, walks or other above-ground structures shall be located within the Easement Area, as defined in Section 8.5.3.

8.5.5 Lagoons and Detention Ponds

Owners of Lots adjacent to or near any lagoons or detention ponds or lakes shall not be able to draw water from the lakes. The Owner of the Club has the exclusive right to draw down the water from the lakes for the maintenance and irrigation of the golf course. Nothing contained herein shall be construed to obligate the Owner or operator of the Club to treat the lagoons, detention pond, or lakes or to maintain water levels within the lakes, since the water within the lakes is needed for irrigation purposes.

Except as provided herein, all other terms and conditions of the Declaration, as amended, shall remain and be the same.

IN WITNESS WHEREOF, the undersigned have set their Hands and Seals this 22 day of October, 2007.

WITNESS:

DECLARANT:

RICE FIELDS LLC, a South Carolina limited liability company

By: Rice Fields LLC
J. Sidney Boone, Jr., Attorney In Fact

[Signature]
First Witness Signs Here
[Signature]
Notary Signs Here AS WITNESS

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I the undersigned Notary Public for the State of South Carolina do hereby certify that Rice Fields LLC, a South Carolina limited liability company, by J. Sidney Boone, Jr., its Attorney in Fact, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 22 day of October, 2007.

[Signature]
Notary Public SC
My commission expires: 4. 27. 08



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RECORDER'S PAGE

NOTE: This page MUST remain with the original document



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Charlie Lybrand, Register Charleston County, SC

Filed By: *STW*

McNair Law Firm, P.A.

100 Calhoun St.
Charleston

SC 29401

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6

DESCRIPTION	AMOUNT
6th/AMEND/DECL/REST	\$ 11.00
Postage	
TOTAL	\$ 11.00

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