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STATE OF SOUTH CAROLINA ) AMENDMENT TO THE DECLARATION OF  
 ) COVENANTS, CONDITION, RESTRICTIONS  
COUNTY OF CHARLESTON ) AND EASEMENTS FOR PLANTER'S POINTE

THIS AMENDMENT, made on this 21<sup>st</sup> day of July 2011  
as hereinafter set forth by the Planter's Pointe Homeowners Association, Inc., a South  
Carolina Non-Profit Corporation.

**WITNESSETH:**

**WHEREAS**, certain property known as Planter's Pointe in the County of Charleston, State of South Carolina, is subject to the covenants, conditions, restrictions and easements known as the "Declaration of Covenants, Conditions, Restrictions and Easements for Planter's Pointe, dated December 1, 1995, and recorded in Deed Book W-262 at Page 706, as subsequently amended and supplemented by Instruments recorded in Book S-277, Page 469; Book N-272, Page 656; Book N-272, Page 652; N-272, Page 648; Book P-263, Page 858; Book D-294, Page 750; Book V-317, Page 247; Book N-306, Page 328; Book F-339, Page 681; Book Y-339, Page 173; Book B-347, Page 721; Book H-347, Page 662; Book R-360, Page 166; Book E-395, Page 502; Book M-396, Page 598; Book O-397, Page 523; Book U-406, Page 554; Book U-406, 564; Book A-427, Page 625; Book T-425, Page 607 and T-425, Page 614 and as may have further amended from time to time (collectively known hereinafter as the "Covenants"); and

**WHEREAS**, Article X, Section 4 of the Covcnants provides that the Covenants may be amended if such amendment is approved, in writing, by 75% of the Lot Owners; and

**WHEREAS**, the necessary written approval was obtained and is on file at the office of the Planter's Point Homeowners Association, Inc.; and

**NOW, THEREFORE**, know all men by these presents, that, in accordance with the requirements of Article X, Section 4 of the Covenants, the Covenants are hereby amended as follows:

1. Article X, Section 4 of the Covenants shall be deleted in its entirety and replaced so that after amendment, it will read as follows:

**Section 4. AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term all Owners (as defined in Article I, Section 10 herein) of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended unilaterally at any time and from time to time by Declarant or Declarant's successors or assigns (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute,

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9 State Street  
Charleston, SC 29401

rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loan, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lots subject to this Declaration; (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee mortgage loans on the Lots subject to this Declaration; or (e) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Lot Owner shall consent thereto in writing. In addition to the above, this Declaration may be amended by the affirmative vote of not less than sixty-seven (67%) percent of the Class A Lot Owner Members, at a duly called meeting for such purpose or by absentee ballot if a meeting is not called for such purpose. Class A Lot Owner Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The voting instrument will state and reflect that the signature of a Class A Lot Owner Member is representative of all Class A Lot Owner Members of said Lot. Any amendment must be properly recorded. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property for development and/or sale which are under this Declaration or are subject to annexation.

2. All other provisions of the Covenants shall remain in full force and effect.


IN WITNESS WHEREOF, the Planter's Pointe Homeowners Association, Inc., by and through the duly authorized members of the Board of Directors, has caused this instrument to be executed the day and year first above written.

WITNESSES:

**Planter's Pointe Homeowners Association, Inc.**

  
\_\_\_\_\_  
Witness 1

By:   
\_\_\_\_\_  
Its: President

  
\_\_\_\_\_  
Witness 2

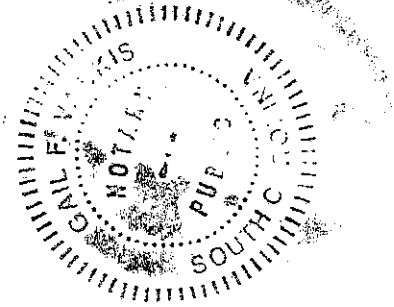
By:   
\_\_\_\_\_  
Its: Director

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

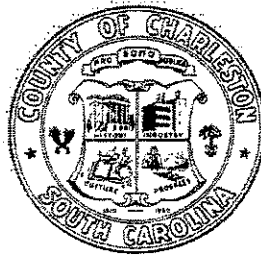
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2011 by Planter's Pointe Homeowners Association, Inc., by William Harkness, Its President and by Stephanie Sharib, Its Director.

[Signature]  
Notary Public for Charleston City, South Carolina  
My Commission Expires: March 29, 2016

My Commission Expires  
March 29, 2016



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