

REVISED AND RESTATED
AMENDMENT TO THE
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PLANTER'S POINTE

BK U406PG554

THIS AMENDMENT, made on this 20th day of May, 2002 as hereinafter set forth by SALTWOOD PROPERTIES, LLC, A South Carolina limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, LPC of S.C., Inc. as the original Declarant, subjected certain property in the County of Charleston, State of South Carolina, under 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 December 5, 1995, in Deed Book W/262 at page 706 (the "Declaration"); and

WHEREAS, the Declaration has been amended as indicated below, and those amendments have been recorded in the RMC Office for Charleston County in the Book and Page so noted:

Amended to annex Saltwood, Phase 1A. Amendment dated June 27, 1996 and recorded August 2, 1996 in Book N272, Page 648.

Amended to annex Saltwood, Phase 1B. Amendment dated June 27, 1996 and recorded August 2, 1996 in Book N272 at Page 652.

Amended to annex Cotton Creek, Phase 1. Amendment dated July 30, 1996 and recorded August 2, 1996 in Book N272, Page 656.

Amended to annex Cotton Creek, Phase 2. Amendment dated December 12, 1996 and recorded December 13, 1996 in Book S277, Page 469.

Amended to annex Cotton Creek, Phase III. Amendment dated December 3, 1997 and recorded December 30, 1997 in Book D294 at Page 750.

Amended to annex Smokerise, Phase 1B. Amendment dated June 22, 1998 and recorded July 9, 1998 in Book N306 at Page 328.

Amended to annex Cotton Creek, Phase IV. Amendment dated December 30, 1998 and recorded December 30, 1998 in Book V317 at Page 247.

Amended to annex Smokerise, Phase 1C. Amendment dated December 1, 1999 and recorded December 11, 1999 in Book Y339 at Page 173.

Amended to annex Cotton Creek, Phase V. Amendment dated November 15, 1999 and recorded December 14, 1999 in Book F339 at Page 681.

Amended to annex Saltwood, Phase II. Amendment dated April 17, 2000 and recorded May 5, 2000 in Book B347 at Page 721.

Amended to annex Cotton Creek, Phase VI. Amendment dated May 3, 2000 and recorded May 10, 2000 in Book H347 at Page 662.

Amended to annex Smokerise, Phase 1D. Amendment dated December 18, 2000 and recorded December 19, 2000 in Book R360 at Page 166.

Amended to annex Saltwood, Phase 3. Amendment dated January 16, 2002 and recorded January 29, 2002 in Book E395 at Page 502.

Amended to revise the language contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Planter's Pointe, dated December 1, 1995, amendment dated February 18, 2002 and recorded February 19, 2002 in Book O397 at Page 523.

Amended to annex Smokerise, Phase 2. Amendment dated January 16, 2002 and recorded May 20th, 2002 ~~in Book~~ Simultaneously ~~at Page~~ Here with.

WHEREAS, LPC of S.C., Inc. has assigned its rights as the Declarant in Planter's Pointe Subdivision to Saltwood Properties, LLC, pursuant to an Assignment dated July 25, 2000, and recorded July 31, 2000, in Book C350 at Page 285 in the Register of Deeds Office for Charleston County, South Carolina.

NOW, THEREFORE, it is the intent of the Declarant hereby to further revise the language of the Declaration of Covenants, Conditions, Restrictions and Easements, such amended language as described below:

ARTICLE 1 - DEFINITIONS shall be amended to insert new language, which shall become a new Section 3.

The new Section 3 shall read as follows:

SECTION 3. "Buffer Area" shall mean any part of the common areas which have been left in its natural state, neither cleared nor manicured as lawns or open areas.

The remaining sections of Article 1 shall be renumbered as follows:

Article I, Definitions, existing Section 3 shall be renumbered as Article I, Section 4.

Article I, Definitions, Section 4 shall be renumbered as Article I, Section 5.

Article I, Definitions, Section 5 shall be renumbered as Article I, Section 6.

Article I, Definitions, Section 6 shall be renumbered as Article I, Section 7.

Article I, Definitions, Section 7 shall be renumbered as Article I, Section 8.

Article I, Definitions, Section 8 shall be renumbered as Article I, Section 9.

Article I, Definitions, Section 9 shall be renumbered as Article I, Section 10.

Article I, Definitions, Section 10 shall be renumbered as Article I, Section 11.

Article I, Definitions, Section 11 shall be renumbered as Article I, Section 12.

Article I, Definitions, Section 12 shall be renumbered as Article I, Section 13.

Article I, Definitions, Section 13 shall be renumbered as Article I, Section 14.

Article I, Definitions, Section 14 shall be renumbered as Article I, Section 15.

The language content of Article I, Sections 1, 2, and revised Sections 4 - 15 shall remain unchanged.

ARTICLE IV - COVENANT FOR MAINTENANCE AND ASSESSMENTS

The final sentence of Section 4 - Special Assessments for Capital Improvements shall be amended to read "All special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis." All other sections of this Article IV shall remain unchanged.

ARTICLE IV - COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 8 - Effect of Nonpayment of Assessment; Remedies of the Association shall be amended to insert the following new sentence between the second and third sentences of the existing language:

If the delinquency persists for more than ninety days, then the Association may submit a request for payment to the mortgage holder of record on the property in question under the standard terms of the P.U.D. (Planned Unit Development) rider, as specifically authorized under Article IX, Section 2(f).

All remaining language of this Article IV shall remain unchanged.

ARTICLE V - ARCHITECTURAL CONTROL

Section 2(b) shall be amended to add the following language at the conclusion of the existing section:

Approval by the Architectural Control Committee of submitted plans and specifications shall remain effective for a period of six months from the date of notification. In the event that improvements contemplated under such approval have not been started prior to the end of the six month period, then plans and specifications must be resubmitted and a new approval given by the Architectural Control Committee prior to performance of any part of the

work. In the event that improvements contemplated under such approval have commenced but have not been completed prior to the end of the six month period, then the Architectural Control Committee shall have the right to compel the property owner to complete the work immediately, the owner's sole expense, and shall have the right to assess a penalty of \$100 per week until such improvement is complete as approved.

Section 2(d) shall be amended to change the 34th word in the third sentence from "being" to "bring".

All other sections of this Article V shall remain unchanged.

ARTICLE VII - USE RESTRICTIONS

Section 3 - WALLS AND FENCES shall be deleted in its entirety and replaced with the following:

a) No fence shall be erected, placed or altered on any lot before the property owner has submitted a permit request and has received, from the Architectural Control Committee, written approval to do so. ~~No such approval will be issued by the Architectural Control Committee prior to receipt of letters from all adjoining property owners then in residence, which letters shall state that each property owner has no objections to the style or placement of the subject fence.~~ No fence shall be constructed that is more than five feet above ground level, measured at its highest point. No fence shall be constructed closer to the street than the rear corner of the house, with the following exceptions:

(i) Where fences exist on adjoining lots, new fence construction shall abut those existing fences, or where permission of the existing fence's owner is granted, shall attach to the existing fence. In no case shall a new fence be constructed parallel to an existing fence where less than twenty feet shall separate the two. New fences shall join existing fence lines which parallel the rear property lines of adjoining properties, except in those cases where fences on either side of the property in question shall be constructed on the same line and then the property owner requesting approval for a new fence shall be allowed to choose which adjoining fence to match. In any case, where a fence is constructed parallel to the rear property line but is offset from that rear property line, then such rear fence shall include either a thirty or thirty-six inch wide

gate in order to provide direct access to the unfenced portion of the property for mowing and maintenance by the property owner.

(ii) Where the rear corners of adjacent homes are not the same distance from the street, the property owner whose rear house corner is further from the street shall have the option to extend his fence beyond the rear corner of the house to the point that parallels the rear corner of the adjacent house on that side, but then only with written approval of the A.C.C.

b. Fence styles shall be restricted to one of the designs approved by the Architectural Control Committee, subject to the height restrictions of paragraph (a) above, and to the following additional restrictions:

(i) Fences may be painted, but the paint color is restricted to white, unless otherwise approved by the Architectural Control Committee.

(ii) Fences not painted shall be treated, beginning no later than six months after construction, with a commercial preservative to prevent deterioration and shall be retreated at least bi-annually thereafter.

(iii) Fences on any lot that abuts a pond are restricted to four feet in height above ground level, measured at the fence's highest point. In order that pond views are not restricted from adjoining lots, fences (on pond lots only) may be constructed of chain link material, but then only when the fence fabric is covered with green or black plastic coating. No fencing shall be positioned on pond lots so as to prevent walking access to the banks of the pond. In no case will fencing be allowed closer than fifteen feet from the water's edge (measured at normal pool elevations). Where any pond level may be affected by tidal influences, normal pond level shall mean the level measured at high tide.

(iv) All fencing constructed facing the street shall be built with posts inside the fence, so that posts are not visible from the street.

(v) No solid wall of stone, masonry, concrete, stucco or railroad ties shall be constructed unless it is a retaining wall and then such walls are restricted to the finished

IN WITNESS WHEREOF, the undersigned, SALTWOOD PROPERTIES, LLC, as the Declarant, by and through its duly authorized officers, have caused these presents to be executed the day and year first above written.

Executed and declared in the presence of:

SALTWOOD PROPERTIES, LLC

By The Randolph Group, LLC, its Manager

By: [Signature]
Jeffrey B. Randolph
Its: Manager

[Signature]
Witness

[Signature]
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named Limited Liability Company, by its duly authorized Manager, sign, seal and deliver the within written instrument, and that (s)he with the other witness, witnessed the execution thereof.

Sworn to before me this
17th day of may, 2002.

[Signature]

Christine Cross
Notary Public for S.C.
My Commission Expires: July 24, 2007