

STATE OF SOUTH CAROLINA) AMENDMENT TO HANAHAN PLANTATION
) DECLARATION OF COVENANTS, RESTRICTIONS
 COUNTY OF BERKELEY) AND LIMITATIONS, AND PROVISIONS FOR
) MEMBERSHIP IN HANAHAN PLANTATION
) OWNER'S ASSOCIATION, INC.

THIS Amendment made this 29th day of October 2004 by Hanahan Plantation Owner's Association, Inc (hereinafter referred to as "Declarant").

FILED RECORDED INDEXED
 01/19/2005 03:27:30PM
 Rec Fee: 10.00 St Fee: 0.00
 Co Fee: 0.00 Pages: 3
 Issued to: BRUCE BERLINSKY
 Register of Deeds Berkeley Co., SC
 Cynthia B. Forte

WITNESSETH

WHEREAS, Hanahan Plantation is a subdivision wherein property owners are subject to covenants and restrictions recorded in the RMC Office for Berkeley County in Book 2001, Page 236; and

WHEREAS, the aforesaid covenants and restrictions provided in Paragraph 7.1 that the same may be amended by vote of 3/4 of the members of the homeowners association; and

WHEREAS, on September 16, 2004, at a duly called meeting of the homeowners association, certain changes, as more fully set forth hereinbelow, were approved by vote of 3/4 of the members of the homeowner's association;

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A-1" and Exhibit "A-2" (collectively "The Property") shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens, and conditions which are hereby imposed for the purpose of protecting the value and desirability of these lands and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with Title to the real property subjected to this Amendment and which shall be binding on all parties having any right, title, or interest in these described properties or any portion of them. This instrument also binds the representative heirs, devisees, fiduciary representatives, successors, successors in the title and/or assigns, and shall insure to the benefit of anyone or anything who/which purchases or takes any interest in real property within the lands subject to this Amendment

1. The Hanahan Plantation Declaration of Covenants, Restrictions and Limitations, And Provisions For Membership In Hanahan Plantation Owner's Association, Inc. is hereby amended as follows:

A. Transfer Fee: Except as otherwise provided in the restrictions upon the sale and transfer of title to any Lot in Hanahan Plantation, the transferring Property Owner shall pay to the Hanahan Plantation Owner's Association, Incorporated, a transfer fee in the amount of one fourth of one percent (0.25%) of the total cost to the purchaser of the Lot and any improvements on the Lot, as such cost is shown by the amount of tax imposed by Charleston County, South Carolina on the transfer of the title, but excluding taxes and stamps or other fees charged by Charleston County, South Carolina on such transfer. Such transfer fee shall be

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the personal obligation of the transferring property owner and, in addition, the Hanahan Plantation Owner's Association, Inc. shall have a lien against the Lot to secure payment of such transfer fee. Such lien may be enforced by the Hanahan Plantation Owner's Association, Inc. by suit, judgment and foreclosure in the same manner as the Owner's Association lien for assessments.

All transfer fees collected pursuant to this Article shall be deposited into a segregated account to be used for such purposes as the board of directors of the Hanahan Plantation Owner's Association, Inc. deems beneficial to the general good and welfare of Hanahan Plantation.

No transfer fee shall be levied upon transfer of title to a Lot:

- (a) by a builder who held title to the Lot solely for purposes of development and resale;
- (b) to the property owner's estate, surviving spouse or child upon the death of the property owner;
- (c) to an entity wholly owned by the grantor; provided upon any subsequent sale and transfer of an ownership interest in such entity, the transfer shall become due;
- (d) to and Institutional Lender pursuant to a Mortgage, or in lieu of foreclosure of a Mortgage held by the Institutional Lender.

2. Section 2.18 is amended as follows:

Campers, Trailers, Boats; Parking. No boats, boat trailers, campers, utility trailers of any kind may be permitted on the Property unless garaged by the Owner or except as approved by the Declarant or the Association. Parking shall only be on the driveway portion of the Lot. No on street parking or parking within the sidewalks will be allowed. No more than four (4) vehicles may be parked outside the residence or garage on any Lot within the Property. All vehicles parked in drives must bear current license tags.

3. Section 6.3 is amended as follows:

Basis and Maximum of Annual Assessments. Unless Declarant voluntarily assigns this right and responsibility to the Association the total annual assessment amounts shall be determined by Declarant, at its sole discretion, through the 2003 assessment (calendar) year; provided however, that the initial annual assessment established by the Declarant shall not exceed an amount equivalent to three hundred and seventy-five (\$375.00) dollars per Lot. Thereafter, the Board of Directors and the Association shall establish the budget and total annual assessment amounts, as further provided in these Covenants and in the Association By-Laws. In all cases, the total annual assessment amount shall be prorated among all Class "All Members, in the same proportion as each Member's votes shall bear to the total outstanding "A" votes within the Property. Notwithstanding the Declarant's discretion herein for the limited period, the total annual assessment shall not be increased by more than fifteen (15%) percent above the previous year's annual assessment, unless such

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increase shall be approved by a two thirds (2/3) vote of the Association's Class "A" Membership.

4. All non-resident property owners shall designate a person or entity as their local contact for any and all matters affecting or involving the property; such local contact must be a resident of the Berkeley County, Charleston County or Dorchester County.

5. All terms, conditions, provisions, and obligations of the Hanahan Plantation Declaration of Covenants, Restrictions and Limitations, And Provisions For Membership in Hanahan Plantation Owner's Association, Inc. recorded in the RMC Office for Berkeley County in Book 2001, Page 236 not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the day and year first above matter.

WITNESS

[Handwritten Signature]
[Handwritten Signature]

Hanahan Plantation Owner's Association, Inc.

by [Handwritten Signature]
its President

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BERKELEY)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Hanahan Plantation Owners Association, Inc., sign, seal, and as her act and deed, deliver the within written deed, and that (s)he the with other subscribing witness witnessed the execution thereof.

SWORN to before me this 29th
day of October, 2004.

[Handwritten Signature]

[Handwritten Signature]
Notary Public for SOUTH CAROLINA
My Commission Expires: 7-19-2009