

STATE OF SOUTH CAROLINA            )        AMENDMENT TO DECLARATION OF  
   )        COVENANTS AND RESTRICTIONS  
   )        BY SEA PINES PLANTATION  
 COUNTY OF BEAUFORT                    )        COMPANY, INC., AS AMENDED

This Amendment to Declaration of Covenants and Restrictions By Sea Pines Plantation Company, Inc. (“SPPC”), as amended is made as of the 29th day of June, 2007, by Sea Pines Resort, LLC a Virginia limited liability company (“SPR”), successor- in- interest to SPPC, with the acknowledgement and consent of Community Services Associates, Inc., a South Carolina corporation (“CSA”) and the Association of Sea Pines Plantation Property Owners, Inc. and the Advisory Board, a South Carolina corporation (“ASPPPO”).

WHEREAS, the Declaration of Covenants and Restrictions by Sea Pines Plantation Company, Inc. dated September 7, 1974 was recorded in the Register of Deeds Office for Beaufort County, South Carolina (“ROD”) in Deed Book 224 at Page 1036 on October 7, 1974, (as heretofore amended, “the 1974 Covenants”); and

WHEREAS, the 1974 Covenants provide that such covenants may be amended, with the approval of SPPC, by means of a Referendum conducted by mail ballot if at least seventy-five percent (75% ) of the votes returned by Participating Property Owners within the specified time are in favor of such amendment; and

WHEREAS, the amendment to the 1974 Covenants set forth herein has been approved by SPR; and

WHEREAS, this Amendment was approved by more than eighty-nine percent (89%) of the Participating Property Owners who voted in the Referendum as certified to by Robinson Grant and Co., Certified Public Accountants and stated in their letter dated June 22, 2007.

NOW, THEREFORE, Article III of the 1974 Covenants is hereby amended as follows:

1. The first paragraph of Article III of the 1974 Covenants is hereby deleted and replaced with:

“Community Fund. Community Services Associates, Inc., a South Carolina corporation, (“CSA”) shall have the power to levy assessments, fees and charges as provided for herein. Assessments, fees and charges will be used to provide a Community Fund to operate, maintain and improve Sea Pines Plantation. In addition, the Community Fund will be used to maintain and preserve an attractive community and to maintain the general safety and

security of Sea Pines Plantation. Each owner of property in Sea Pines Plantation shall pay the assessments levied by CSA as provided for herein on such owner's property."

2. Paragraph A of Article III of the 1974 Covenants is hereby deleted and replaced with:

A. Participating Property Owners

(1) Each Participating Property Owner shall pay an annual assessment. As of January 1, 2007 the annual assessment was \$ 857.00 for each Family Dwelling Unit and \$512.00 for each Residential Lot. Property shall be deemed a Residential Lot when it is platted as a residential lot and such plat is recorded in the ROD. A Family Dwelling Unit on two or more contiguous Residential Lots shall be deemed to be, and shall be assessed as, one (1) single Family Dwelling Unit.

(2) In determining the annual assessment for any year, beginning with 2008, the Board of Directors of CSA (the "Board") may determine an assessment that is greater or less than, or the same as, the assessment for the previous year, provided, that no such increase shall exceed the increase in the Consumer Price Index (the "CPI") for the most recent 12 month period prior to such determination. For these purposes, the CPI will be the index established by the United States Department of Labor, Bureau of Labor Statistics, and identified as the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average. In the event the CPI is discontinued, the Board may choose a comparable alternative index published by an agency of the United States Government or by a responsible financial publication of recognized authority, reflecting nationwide fluctuations in consumer costs. If the Board fails to determine the annual assessment for any year, the annual assessment for such year shall be the same as the previous year."

(3) The following paragraphs D through F of Article III of the 1974 Covenants are hereby adopted:

"D. In addition to the annual assessments authorized by Article III paragraphs A and B, CSA, by vote of two-thirds (2/3) of the members of the Board, may levy a special assessment for emergency funding following extraordinary disaster as declared by an appropriate government agency for damage to common properties. The Board may levy such special assessment for an amount not to exceed the total amount of the annual assessment in effect for the current year, for emergency and other repairs following a storm, fire, natural disaster, or other casualty loss. Special assessments in excess of that amount are required to be approved by a Referendum. Owners of each type of property within Sea Pines Plantation shall pay a special assessment in an amount that is proportionate to their share of annual assessments. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the calendar year in which the special assessment is imposed.

Special assessments shall not be used to provide funding of reserve accounts or capital contributions for normal or routine maintenance and repair of common properties.

E. All delinquent annual and special assessments shall accrue interest at the legal rate and a delinquent owner of property within Sea Pines Plantation, as defined in Article I (B) shall be responsible for all costs of collection, including reasonable attorneys' fees and court costs.

F. The annual and special assessments together with such interest or late charges thereon and costs of collection as herein provided, shall be a legally enforceable charge and continuing lien on the respective property within Sea Pines Plantation against which each such assessment is made and shall be the personal obligation of the person who was the owner of such property at the time the assessment first became due and payable. In the case of co-ownership of a property within Sea Pines Plantation, all co-owners shall be jointly and severally liable for the entire amount of the assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property owner from liability for any assessments accruing after conveyance by the mortgagee to a subsequent owner.

(4) Except as amended herein, the remaining Covenants and Restrictions contained in the 1974 Covenants, shall remain in full force and effect.

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Witness our hand and seals the date first above written.

WITNESS:

Marion Logan  
Marion Logan

Santonia Chisolm  
Jeanne Reese

Santonia Chisolm  
Jeanne Reese

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

SEA PINES RESORT LLC

By: [Signature]

Title: General Manager

COMMUNITY SERVICES ASSOCIATES, INC.

By: Wayne Carlin

Title: PRESIDENT

ASSOCIATION OF SEA PINES PLANTATION  
PROPERTY OWNERS, INC. AND THE  
ADVISORY BOARD

By: Don F. Carlson

Title: PRESIDENT

)  
) ACKNOWLEDGMENT  
) under SC Code § 30-5-30(C)

I the undersigned notary public, do hereby certify that Sea Pines Resort, LLC by its proper official personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29<sup>th</sup> day of June, 2007  
Marion Logan  
Notary Public for South Carolina  
My Commission Expires: 3/12/2014  
(SEAL)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT )      ACKNOWLEDGMENT  
  )      under SC Code § 30-5-30(C)

I the undersigned notary public, do hereby certify that the within named officers of Community Services Associates, Inc. by their proper officials personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29<sup>th</sup> day of June, 2007?

Joanne Pease  
Notary Public for South Carolina  
My Commission Expires: January 21, 2010  
(SEAL)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT )      ACKNOWLEDGMENT  
  )      under SC Code § 30-5-30(C)

I the undersigned notary public, do hereby certify that the within named officers of the Association of Sea Pines Plantation Property Owners, Inc. and the Advisory Board by their proper officials personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29<sup>th</sup> day of June, 2007.

Joanne Pease  
Notary Public for South Carolina  
My Commission Expires: January 21, 2010  
(SEAL)