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SOUTH CAROLINA)
)
JASPER COUNTY)

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR GRAHAM HALL**

This First Amendment ("Amendment") is made effective this 12th day of July, 2005 by **Glover Real Estate, LLC**, a South Carolina limited liability company, having an address of P.O. Box 220, Bluffton, South Carolina 29910 ("Declarant").

RECITALS

Declarant did record its Declaration of Covenants, Conditions and Restrictions for Graham Hall on June 21, 2005 in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book 322 at Page 41 (the "Declaration").

Pursuant to Section 15.1 of the Declaration, Declarant may unilaterally amend the Declaration for any purpose until Turnover which has not yet occurred.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 8.6(b)(i) of the Declaration is deleted in its entirety and replaced with the following language:

(b) Declarant's Option to Fund Budget Deficits.

(i) Prior to Turnover, Declarant may satisfy its obligation for assessments on Lots which it owns either by (A) paying such assessments in the same manner as any other Owner, or (B) by paying the difference between the amount of assessments levied and collected on all other Lots subject to assessment and the amount of actual expenditures by the Association plus payment of any amount necessary to meet the reserve budget established by the Board during the fiscal year; provided, however, that Declarant only may elect option (B) so long as there will be no resulting inequitable effect to any Owner. Unless Declarant otherwise notifies the Board in writing

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at least sixty (60) days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year.

2. Section 9.6 of the Declaration is deleted in its entirety and replaced with the following:

9.6 Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist in violation of the Governing Documents on any portion of the Property, including Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and a reasonable amount of time to cure, and no entry into a dwelling shall be permitted without the consent of the Owner. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

3. Section 10.6 of the Declaration is deleted in its entirety and replaced with the following:

10.6 Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist in violation of the Governing Documents on any portion of the Property, including Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and a reasonable amount of time to cure, and no entry into a dwelling shall be permitted without the consent of the Owner. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

4. In the Restrictions and Rules attached as Exhibit C to the Declaration Section 2 entitled Restricted Activities, subsection (b) is deleted in its entirety and replaced with the following:

b. Parking of commercial vehicles or equipment, mobile homes, residential trailers, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages or at rear of a residence; provided, commercial pick-up trucks and modified pick-up trucks shall be exempt from this provision, and construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Property;

