

Cisa + Doebels

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS FOR
THE ENCLAVE AT LONGPOINT

THIS AMENDMENT to the Declaration of Protective Covenants for The Enclave at Longpoint dated the 20th day of February, 2004.

WHEREAS, the Declaration of Protective Covenants for The Enclave, dated April 27, 1995, hereinafter "Declaration", was recorded in the RMC Office for Charleston County, South Carolina on June 2, 1995, in Book A-256, at Page 551; and

WHEREAS, Article XII, Section 4 of the Declaration provides, in part, that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots in The Enclave at Longpoint, hereinafter, the "Subject Property"; and

WHEREAS, two-thirds (2/3) of the Owners of Lots in the Subject Property have affirmatively voted or given their written consent to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, upon the affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots in the Subject Property, the Declaration is amended as follows:

1. BY ADDING the following paragraph to Article IV of the Declaration, to-wit:

Section 10. Transfer Fee. From February 1, 2004, every new purchaser and each subsequent purchaser of property within the Enclave Community shall pay, at time of purchase, or upon request if not paid at time of purchase, a sum equal to one-fourth of one percent (1/4%) of the gross sales price to the Association as and for a Transfer Fee. Upon sale, the purchaser shall provide to Association reasonable proof of the actual sale in the form of a HUD-1 Settlement Statement or its equivalent. Funds collected pursuant to this section shall be available to the Association for the Capital Projects Fund. In the event of non-payment all rights of the Association with respect to unpaid fees or assessments shall apply."

2. BY DELETING the word "hammocks" from Section 12 of Article VI of the Declaration such that Section 12 reads as follows:

Section 12. Gardens, Basketball Goals, Etc. Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot. All other planting may be done only with prior written approval of the Board or its designee or in accordance with the guidelines previously established by the Board of its designee. Overseeding of fescue lawns and sodding of lawns with Bermuda or zoysia grasses shall not require prior approval pursuant to this Section. No vegetable garden, statuary, or

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recreational equipment may be placed, erected, allowed or maintained upon any Lot without the prior written consent of the Board or its designee. This provision shall not however, apply to basketball goals, which may be installed after the type and location have been previously approved in writing by the Board or its designee.

3. BY DELETING the words "bird baths", "flowerpots", and "flag poles" from Design Guideline No.2, paragraph 1 such that paragraph 1 reads as follows:
 1. A form must be submitted for all exterior decorative objects, both natural and manmade. Exterior decorative objects include items such as wagon wheels, sculptures, fountains, pools, antennas, free-standing poles of all types, and items attached to approved structures.

4. BY DELETING certain language from Design Guideline No. 2, paragraph 4 such that paragraph 4 reads as follows:
 4. Front doors and entry area decorations must be tasteful and in keeping with the style and colors of the house. Plants and flowers in pots must always be neat and healthy.


5. BY REPLACING certain language in Design Guideline No. 5, paragraph 2 such that paragraph 2 reads as follows:
 2. Basketball goals must be portable and must be stored in an area screened from the street when not in use on a week to week basis.

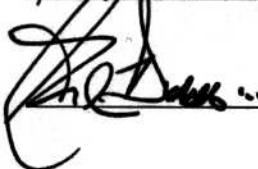
6. BY REPLACING certain language in Design Guideline No. 8, paragraph 8 such that paragraph 8 reads as follows:
 8. Outdoor storage of garden tools must be screened from view from adjacent properties or the street. Any tools or items stored under a back deck or porch must also be screened from view.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Declaration, as it may have been amended from time to time, shall remain in full force and effect.

WITNESSETH:

THE ENCLAVE AT LONGPOINT
COMMUNITY ASSOCIATION, INC.





BY: 

SHANE SHAARDA
Its: President

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PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named The Enclave at Longpoint Community Association, Inc. by and through Shane Shaarda, its President, sign, seal and as its act and deed, sign the within written Amendment and that (s)he with the other witness witnessed the execution thereof.

Stacie Stuart

SWORN to before me this 20th day of February, 2004.

[Signature]

Notary Public for South Carolina

My Commission Expires: 2/1/10

COUNTY OF CHARLESTON

We, the undersigned Shane Shaarda and Kathy Schertz, as President and Secretary of

The Enclave at Longpoint Community Associations, Inc., respectively, do hereby certify that two-thirds

($\frac{2}{3}$) of the Owners of Lots in the Subject Property have affirmatively voted for or given their written

consent to amend the Declaration as hereinabove more fully set forth.

THE ENCLAVE AT LONGPOINT
COMMUNITY ASSOCIATION, INC.

Stacie Stuart

BY:

Shane Shaarda

SHANE SHAARDA

Its: President

[Signature]

Stacie Stuart

BY:

Kathy Schertz

KATHY SCHERTZ

Its: Secretary

[Signature]

PERSONALLY APPEARED before me the undersigned witness, and made oath that (s)he saw the within named The Enclave at Longpoint Community Association, Inc., by and through Shane Shaarda, its President and Kathy Schertz, its Secretary, sign, seal and as its act and deed, sign the within written Certification; and that (s)he with the other witness witnessed the execution thereof.

Stacie Stuart

SWORN to before me this 20th day of February, 2004.

[Signature]
Notary Public for South Carolina

My Commission Expires: 7/1/12