

State of South Carolina) Amendment to
) Declaration of Restrictive Covenants
 County of York) Palm Tree Cove II Subdivision

WHEREAS, Har-Lee, LLC (the "Developer") which imposed its Declaration of Covenants, Conditions and Restrictions (the "Declaration") that affect the Property known as Palm Tree Cove II Subdivision, said Declaration being dated April 8, 2008, recorded April 9, 2008, in Book 9955, Page 237, as amended in Book 9970, Pages 189-191, in the Office of the Clerk of Court for York County, South Carolina,

WHEREAS, the Developer is the owner of one or more lots subject to the aforementioned Declaration;

WHEREAS, pursuant to Section 8.3 of the Declaration, the Developer has the ability to amend the Declaration

WHEREAS, pursuant to Section 8.3 of the Declaration, not only does the Declarant have the ability to amend the Declaration so long as he is an owner of a lot or parcel or land subject to these Declarations but also the Declaration may be amended or terminated during the first twenty year period by an instrument signed by not less than 75% of the owners and 75% of the owners are executing the within amendments to the Declaration of Restrictive Covenants Palm Tree Cove II Subdivision; and

WHEREAS, the Developers and Owners desire to amend the Declaration;

NOW THEREFORE, the aforementioned Declaration is hereby amended as follows:

I. The Exhibit A of the Declaration is hereby amended to reflect the following legal description:

Being all that piece, parcel or lot of land, lying and being situate in Ebenezer Township, York County, State of South Carolina, being identified as that Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 108, as shown on that map or plat of "Palm Tree Cove 2A" drawn by David L. Ferguson, SCPLS #16493, dated February 18, 2008, recorded in Plat Book D-305, Page 4 and revised in Plat Book D-310, Page 2, and shown and depicted on that map or plat of the Premises plat entitled "Plat Prepared for Har-Lee" drawn by David L. Ferguson, SCPLS #16493, dated March 20, 2008, recorded in Plat Book D-308, Page 4, in the Office of the Clerk of Court for York County, South

Carolina in the Office of the Clerk of Court for York County, South Carolina, reference to which is hereby made for a more particular reference

DERIVATION: Being a portion of that property deeded to Har-Lee, LLC in Deed Book 9222, Page 49, in the Office of the Clerk of Court for York County, South Carolina.

Furthermore, any property that was subjected to the original Declaration as amended, is hereby released and removed from that Declaration as amended.

II. Section 5.1 is hereby deleted in its entirety and replaced with the following:

5.1 Purpose of Assessment. The assessments levied by the Association shall be used: (a) to provide funds for maintenance, upkeep, landscaping and beautification of the Common Area in Palm Tree Cove II; (b) to provide services for the Association members to promote the health, safety and welfare of the residents of Palm Tree Cove II, and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; (c) for the payment of taxes assessed against the Common Area and any Association personal property, for insurance related to the Common Area, for the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, the employment of security personnel; (d) the provision of any service which is not readily available from any governmental authority related to the use, occupancy and enjoyment of the Properties and which the Association shall decide to provide; (e) to provide funds for the maintenance and repair of any street lights, either owned by the Association or rented, and the payment of all utility charges incident thereto, located within the boundaries of the Properties; (f) to provide funds for the maintenance, repair, upkeep and administration of the landscaped areas at the entrance to the Subdivision and the common areas; (g) to provide funds for the maintenance and repair of any Subdivision entrance monuments located on any portion of the Properties or on adjoining land over which the Association has easement rights; (h) to provide funds for the maintenance and repair of all sidewalks in the Subdivision; and (i) to provide funds for the maintenance of the Sewer System as outlined in Section 5.2 below.

III. Section 5.5 is hereby deleted in its entirety and replaced with the following:

5.5 Maximum Annual Assessments. Until January 1, 2009, the maximum Annual Assessment shall be Six Hundred (\$600.00) Dollars on each lot, to be collected in equal quarterly installments on the first day of the following months: January, April, July and October.

(a) From and after January 1, 2009, the maximum Annual Assessment

may be increased each year, without a vote of the membership, above the maximum assessment for the previous year not more than the greater of (1) ten percent (10 %) or (2) the increase in the Consumer Price Index from the previous year.

- (b) From and after January 1, 2009, the maximum Annual Assessment may be increased by ten percent (10%) or the previous year increase in the Consumer Price Index, whichever is greater, by a vote of fifty percent (50%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors shall have the right to adjust the maximum Annual Assessment for the Sewer System Maintenance Credit based on any pricing changes pursuant to the any service contract.
- (d) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum herein provided.

IV. Section 6.1 is hereby deleted in its entirety and replaced with the following:

6.1 Architectural Control Committee. Before all Class B Lots shall cease to exist and be converted to Class A Lots pursuant to Article IV, F. William Hargrove (Bill Hargrove), shall serve as the sole member of the Architectural Control Committee (ACC), and shall continue to serve as the ACC, until such time as the Association is empowered to elect the ACC as provided herein. Upon the sale of the last lot owned by the Declarant, F. William Hargrove (Bill Hargrove) shall be removed as the sole member of the ACC and the Board of Directors shall elect a new ACC.

The ACC shall have the responsibility of enforcing the restrictions set forth in this Article. Upon the later of the following two dates, the ACC shall be appointed by the Board of Directors: (1) Upon the termination of the Class B membership; or (2) five years following the date of this Declaration. The following architectural, maintenance and use restrictions in this Article VI shall apply to each and every Lot now or hereafter subject to this Declaration.

V. Section 6.4 is hereby deleted in its entirety and replaced with the following:

6.4 Building Line Requirements. Minimum setback lines which may be shown on any recorded plat of the Properties are not necessarily intended to create uniformity of setbacks; they are meant primarily to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to

preserve the trees and other natural vegetation, and to insure each Owner the greatest benefit and enjoyment. It is contemplated that the front building set back shall be twenty five (25') feet from the front corner stakes of each lot. However, Declarant, through the ACC, reserves the right to grant relief from the set back line as the topography and evolving nature of the development so long as any relief does not violate York County requirements.

VI. Section 6.5 is hereby deleted in its entirety and replaced with the following:

6.5 Building Requirements.

- (i) General Requirements. The only structures to be erected, altered, placed or permitted on any lot shall be one (1) single-family detached dwelling with two car garage, and one (1) accessory building, which may include a detached garage, guest room or storage room, provided, however, that accessory buildings will be permitted only if the accessory building is of consistent architectural style with the main building and is not constructed prior to the main building. In no event shall a metal, aluminum or tin storage building of any kind be permitted on any lot at any time. All construction on lots in the subdivision shall first be approved by the ACC as herein set forth and shall meet all applicable building codes or other statutes or other regulations governing such construction. All construction in Palm Tree Cove II must be built on site. Thus, no trailers, mobile homes, "double-wides," manufactured homes, modular homes, or the like are allowed in any manner whatsoever. The front pitches (towards the road) cannot be less than an 8 pitch. The main ridge lines of the house can be no less than 11 feet from ridge to tail. Slab, mono slab and pier and curtain wall foundations are allowed.
- (ii) Square Footage. No single story dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces and attached garages) of less than 2600 square feet together with a two car garage. No two story dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces and attached garages) of less than 2600 square feet with two car garage. The term "heated living area" shall not be interpreted to include accessory buildings, terraces, decks, open or screened porches, basements and upper levels or attics which are not actually served by heating and air conditioning and is not accessible to the main living areas by permanent fixed stairway.

- (iii) Garage and Off Street Parking. Every lot owner shall provide space for automobile parking off public streets in accordance with standards established by the ACC, and such parking space shall be completed prior to occupancy. Each home shall have a two car garage with side entry.
- (iv) Exterior Materials. Ninety (90%) per cent of the front exterior of every home constructed in Palm Tree Cove II shall consist of either brick, stone, or stucco unless a variance therefrom is specifically approved in writing by the ACC. Remaining exterior to be Hardi Plank, Certainteed, Smartside, vinyl siding and aluminum fascia is allowed.
- (v) Declarant reserves the right to grant reasonable variances to the building requirements set forth herein.

VII. Section 6.13 is hereby deleted in its entirety and replaced with the following:

6.13 Maintenance.

(a) Exterior maintenance, upkeep and repair to the main dwelling on each Lot, yard, fence, walkway, and shrubbery shall be the sole responsibility and expense of the Owner of the Lot subject to such reasonable requirements as may from time to time be established by the Committee to insure the continuity and harmony of exterior design of Palm Tree Cove II. Should a majority of the Board determine that any Owner has failed or refused to discharge properly his obligations with respect to such maintenance, upkeep and repairs, the Association, through its agent or representative, may provide same as it may deem necessary and proper.

(b) All Lots, together with the exterior of all improvements thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing or caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, lawns, walks or other exterior improvements. In the event an Owner shall fail to maintain the premises and the improvements thereon in a manner satisfactory to the Association Board of Directors, the Association may, through its agent or representative, after approval by two-thirds (2/3) vote of the Board, have the right to enter upon said Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance, and the cost, until paid, shall be a permanent charge and lien upon such Lot, enforceable to the same extent and collectible as provided for in Article V.

Such entry as provided herein shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out those provisions, provided such entry shall be at reasonable times and places so as not to interfere with the right of quiet enjoyment of the individual Lot Owner. It is the duty of every Owner to keep their yard in a neat, trim and orderly condition. Thus, any Owner, builder, or speculator of a lot must keep the yard in a neat, trim and orderly condition from the moment of purchase on, including before, during and after construction.

(c) The requirement in 16(b) applies not only to lots which have been improved but also applies to unimproved lots before and during construction with the following condition. Any Owner, builder, or speculator of an unimproved lot must keep the front 20 feet of each unimproved lot's yard in a neat, trim and orderly condition from the moment of purchase on, including before, during and after construction.

(d) In the event an Owner fails to keep the yard in a neat, trim and orderly condition, the Association shall give the Owner notice that Owner has three (3) days to remedy the deficiency. Such notice does not have to be in writing but can be by made by direct face to face conversation or by phone. If Association puts the notice in writing then the Association can deliver the notice either by mail, e-mail, fax, telegram, regular first class mail, overnight delivery, or courier. In the event Owner fails to remedy the problem on or before three days of the date that notice is given, then the Association, his agents or employees, shall have the right to enter the property under the same conditions as stated in paragraph 6.13(b) and 6.13(c) above and perform the work on behalf of Owner and charge Owner the cost thereof and the cost, until paid, shall be a permanent charge and lien upon such Lot, enforceable to the same extent and collectible as provided for in Article V.

IN WITNESS WHEREOF, the Declarant has set its hand and affixed its seals this the 12 day of March 2010.

Har-Lee, LLC

Megan N. George
WITNESS

By: F. William Hargrove (SEAL)
F. William Hargrove, Member

Amy M. Brock
WITNESS

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

PROBATE

PERSONALLY Megan N. George appeared before me and made oath that she saw the within named Har-Lee, LLC, by its above signed duly authorized Member, sign, seal and as the company's act and deed, deliver the within written deed, and that s/he with Amy M. Brock witnessed, the execution thereof.

SWORN to before me this 12 day of March, 2010

Megan N. George
Amy M. Brock

Amy M. Brock (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-7-2017

Megan N. George
WITNESS

By: F. William Hargrove (SEAL)
Harlee Owner of 40 Lots
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14,
15, 16, 17, 18, 26, 27, 29, 30, 31, 32, 33,
34, 35, 36, 37, 38, 43, 44, 45, 46, 47, 48,
49, 50, 51, 52, 53, 180

Amy M. Brock
WITNESS

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

PROBATE

PERSONALLY appeared before me
Megan George and made oath that she saw the within
named Har-Lee, LLC, by its above signed duly authorized Member, sign, seal and as the
company's act and deed, deliver the within written deed, and that s/he with
Amy Brock witnessed, the execution thereof.

SWORN to before me this 12 day
day of March 2010.

Megan N. George

Amy Brock (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: South Caro 6-7-2017

A. Wm. Hays
WITNESS

By: [Signature] (SEAL)
Oaktree Homes owner of Lots 12, 19, 20,
21, 22, 23, 24, 25, 28, 40

Amanda Wilson
WITNESS

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

PROBATE

PERSONALLY appeared before me
and made oath that she saw the within
named Oaktree Homes, by its above signed duly authorized Member, sign, seal and as the
company's act and deed, deliver the within written deed, and that s/he with
witnessed, the execution thereof.

SWORN to before me this 13 day
day of March 2010

F. William Bargman

Paul L. Scott (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires:
January 30, 2016