



such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Development Period except with the prior written consent of the Declarant.

2. Owner's Maintenance Responsibility. The following is hereby added to the end of Section 5.2 of the Declaration:

Every Owner shall also be responsible for the maintenance or removal of any diseased or damaged tree located within the Area of Common Responsibility or on a Parcel owned by Declarant or a Declarant-Related Entity and within one hundred (100) feet of the boundary line of such Owner's Parcel.

3. Capitalization of Association. Section 8.12 of the Declaration is hereby deleted and replaced with the following:

The Association may, but shall not be obligated to, levy against each Parcel, upon acquisition of record title by each Owner thereof other than the Declarant or any Declarant-Related Entity, a Builder, or any Owner acquiring title through the conveyance of a Parcel for which no deed recording fee is payable under South Carolina law (currently S.C. Code Ann. Section 12-24-10 et seq.), a one-time contribution to the working capital of the Association in an amount equal to twenty-five hundredths percent (0.25%) of the purchase price for such Parcel and any Improvements thereon. This amount shall be in addition to, not in lieu of, any other assessments levied under the Declaration, including General Assessments, District Assessments, Special Assessments, and Recreational Assessments applicable to such Parcel for that year and shall not be considered an advance payment of such assessments. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Parcel for use in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.

4. Signs. The first paragraph of Section 9.2(a) of the Declaration is hereby deleted and replaced with the following:

Signs. No signs or displays of any kind shall be erected by or on behalf of an Owner or Occupant without the prior written consent of the DRB, except (1) such signs as may be required by legal proceedings; (2) not more than one (1) professional security sign of such size deemed reasonable by the DRB in its sole discretion; and (3) for a time period not to exceed forty-five (45) days prior to an election and five (5) days following an election, one political sign not exceeding eighteen (18) inches by twenty four (24) inches per candidate, for no more than three (3) candidates at a time. No signs or displays of any kind shall be erected by or on behalf of an Owner or Occupant in any street or right-of-way. Unless in compliance with this Article 9, no signs or other displays shall be posted or

erected by or on behalf of any Owner or Occupant within any portion of the Properties, including the Common Area, any Residential Parcel or any structure or dwelling located on the Common Area or any Residential Parcel (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion).

5. Deletion of 10.5(d). Section 10.5(d) of the Declaration is hereby deleted in its entirety.

*[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]*

