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STATE OF SOUTH CAROLINA)
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 COUNTY OF CHARLESTON)
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AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS, RESTRICTIONS,
 EASEMENTS, CHARGES AND LIENS
 FOR THE OAKS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR THE OAKS (this "Amendment") is made on the date hereinafter set forth by Pulte Home Corporation, a corporation organized and existing under the laws of the State of Michigan, (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, the Developer is the developer of Property, generally referred to as The Oaks, as more fully described in that certain Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Oaks dated August 2, 2016 and recorded in the Charleston County RMC Office on August 3, 2016 in **Book 0573 at Page 299** (the "Declaration").

WHEREAS, Article XIII, Section 13.6 of the Declaration provides that until the termination of Developer's Class "B" Membership or upon reinstatement of the Developer's Class "B" Membership as a result of the annexation of additional property into the Community, but not the reacquisition of a Lot or Lots previously owned by the Developer, this Declaration, including without limitation, the covenants, restrictions, easements, charges, and liens set forth herein, the By-Laws and the Regulations including, but not limited to, Architectural Guidelines and builder building requirements may be amended, amended and restated, changed, added to, derogated or deleted by the Developer, from time to time in its sole discretion without the consent of the Owners, their mortgagees, or the Association, by the execution and recordation of any instrument executed by the Developer.

WHEREAS, Developer's Class "B" Membership has not been terminated.

WHEREAS, the Developer, now desires to reduce the assessment for working capital fund from .8% of the Sales Price of the Dwelling to .5% of the Sales Price of the Dwelling.

NOW, THEREFORE, the Declaration is amended as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. All defined terms not defined herein, unless the context indicates otherwise, shall have the same meaning as defined in the Declaration. The terms defined not defined herein, unless the context indicates otherwise, shall have the same meaning set out in Residential Declaration and reference is had to the Residential Declaration for the meaning of such terms.
3. Article VII, Section 7.5 of the Declaration is hereby deleted and replaced with the following:

ASSESSMENTS FOR WORKING CAPITAL FUND. At the time of acquiring title to a Lot from the Developer, or from a contractor who purchased the Lot from the Developer and completed or installed the Dwelling and Improvements on the Lot, and upon any subsequent transfer of title, at the option of the Developer or the Board of Directors, When Empowered, the Owner acquiring title to the Lot shall deposit with the Association a payment in a sum to be

determined from to time by the Developer or Board of Directors, When Empowered, to be used for such purposes as permitted by this Declaration and applicable law (including, without limitation, the design, construction, replacement, maintenance and repair of Common Area Improvements, and payment of other expenses or reserves of the Association). Until changed by the Developer, or the Board of Directors, When Empowered, the working capital deposit will be equal to 2/12 of the Regular Assessment when the Lot or Dwelling is purchased from the Developer and upon subsequent transfers of the Lot the working capital deposit shall be equal to the greater of a sum equal to the Regular Assessment for the year of the transfer or 0.5% of the Sales Price of the Dwelling.

- 4. This Amendment is effective as of the date of execution by Developer.
- 5. All Capitalized terms not defined herein shall have the meaning set forth in the Declaration.
- 6. If any term or condition of this Amendment conflicts with the terms or conditions of the Declaration, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused this Amendment to Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for The Oaks to be executed in its name and its seal hereto affixed as of the 7th day of November, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:

DEVELOPER:

Pulte Home Corporation, a Michigan corporation

[Handwritten signatures]

By: *[Signature]* (L.S.)
Name: MATTHEW BONES
Title: VP OF LLS

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

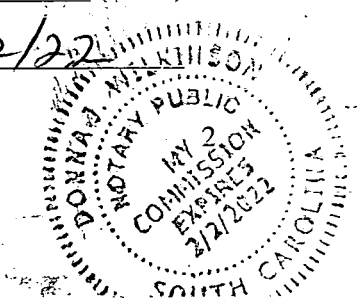
COUNTY OF CHARLESTON)

I, Donna J. Wilkinson, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Pulte Home Corporation personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this 7th day of November, 2016.

[Signature] (SEAL)
Notary Public for South Carolina

My Commission Expires: 2/2/22



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W BROOKS STYLES
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PULTE HOME CORP

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