

covenant if such use does not create regular customer, client, or employee traffic; provided that in no event will any Unit be used as the office of or storage area for any building contractor, real estate developer or real estate broker, except as may be on a temporary basis, with the express written approval of the Declarant during the Declarant Development Period, and thereafter by the Board of Directors, and in accordance with reasonable rules and regulations promulgated therefor. Nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on an unimproved Unit, or the showing thereof for sale; and nothing herein shall be construed to prevent the Declarant or its permittees from using a constructed house as a model or from erecting, placing or maintaining signs, structures and offices therein as it may deem necessary for its operation and sales in the Development and as further described in Section 4.21 below. Lease or rental of a Unit for residential purposes will also not be considered to be a violation of this covenant so long as (i) if the dwelling has an accessory building or accessory use space within the house that may be separately rented, rental of the main house and/or accessory dwelling or accessory use space conforms to the requirements of Mount Pleasant Ordinance 156.110(A)(12)(h); or (ii) if the dwelling does not have an accessory building or accessory use space conforming to the requirements of Mount Pleasant Ordinance 156.110(A)(12), then not less than the entire Unit and all the improvements thereon shall be rented under a single lease; and (iii) such rental is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Declarant and the Board of Directors. Upon request, the Owner will provide the Declarant and Board of Directors with copies of any such lease or rental agreement. Any Occupant will in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

4. Amendment of Sections 4.7 of the Declaration. Section 4.7 is deleted in its entirety and a new Section 4.7 is substituted therefore, which shall read as follows:

4.7 Propane Gas Tanks.

Propane gas tanks shall either be shielded from view from any road by plantings or other means approved by the ARC, or shall be buried underground, with its lid so shielded from the view.

5. Declarant's Certification. Pursuant to the provisions of Section 14.2 of the Declaration, Declarant does hereby certify that within amendments are approved by it as the sole authority required to do so.
6. Effective Date; Completeness. This First Amendment of Declaration shall become upon the recording hereof in the RMC. Except as herein provided, the Declaration shall remain in full force and effect, and as amended and supplemented hereby, shall constitute the complete text of said instrument as of the date hereof.

[Remainder of Page Purposely Blank]

IN WITNESS WHEREOF, the undersigned Declarant has hereby caused this instrument to be executed the day and year first above written.

SCOTT CREEK COMMUNITY, LLC
a South Carolina limited liability company

BY: The Beach Company, its Manager

[Signature]

K. Alexander

By: [Signature]

Print Name: J. Darby Reyno

Its: Executive Vice President

[Signature]

K. Alexander

By: [Signature]

Print Name: Leonard D. Way

Its: Corporate Secretary

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 31st day of October, 2011 by Scott Creek Community, LLC, a South Carolina limited liability company, by The Beach Company, a South Carolina corporation, its Manager, by J. Darby Reyno, its Executive Vice President, and Leonard D. Way, its Corporate Secretary

[Signature]

Notary Public for: [Signature]

My Commission Expires: July 2nd 2014

(AFFIX SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

Date of Transfer of Title
(Closing Date) October 31, 2011

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Scott Creek Community, LLC, to Scotts Creek Property Owners' Association on October 31, 2011.
3. Check one of the following: **The DEED is**
 - (a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) x EXEMPT from the deed recording fee because (exemption # 12)
Explanation if required Quitclaim deed
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) ___ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ___ or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ subtract line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: the Grantor.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 31st
day of October, 2011.

James Blevins
Notary Public for South Carolina
My Commission Expires: July 2nd 2014

SCOTT CREEK COMMUNITY, LLC,
BY: THE BEACH CO., its Manager

By: [Signature]
Its: [Signature]

By: [Signature]
Its: Executive Vice President