

Comments / Changes to Document Provided by Derek Dean
Twelfth Amendment to the Declaration of Protective Covenants for Legend
Oaks Plantation.

1. Declaration of Protective Restrictive Covenants recorded in book 2618 ... Should stay on page 1 per Tony Fowler.
2. The original declarant was Plantation Development of South Carolina. I do not believe the original declarant, or its successors-in title, owns any property / developable property currently. Twenty-three years have passed since the original declarations were signed in August 1994.
3. Paragraph 5, Page 2 ... delete the word "special" and add "duly called meeting of the Homeowners of the Association (or special mailing to the Homeowners of the Association) on"
.....
4. Paragraph 6, Page 2 ... I agree with deleting the highlighted words per recommendation by Derek Dean – Attorney.
5. Section 5, Leasing: Do we want to say lots or residences in the language on leasing. What ever Derek Dean recommends is the way we will go. I am just asking the question.
6. Section 5, b., page 3, Leasing Permits: I do not think we need to say improved. Can we go lower than 5% or is this a good guideline of HOA's to use? Would like to hear Derek Dean's thoughts on the matter.
7. Section 5, b., page 3, Leasing Permits: I would delete "in cases of undue hardship". This would give the Board more leeway to consider requests.
8. Section 5, c., Hardship Leasing Permits, vii, page 5, 2nd paragraph: Delete the words "the greater Charleston metropolitan area".
9. Section 5, d., Fees and Deposits, 1st paragraph page 5: Tony Fowler wants "after 1st violation and failure to pay". Bob Richards wants "paid with every new lease unless the new lease (renewal) is for the current tenant". We will discuss at the Board level and advise Mr. Derek Dean.
10. Section 5, e, iii, Leasing Provisions, Page 6. Recommend we delete "in cases of undue hardship". This would give the Board more leeway to consider requests for longer or shorter leases, understanding 1-year leases is the preferred norm.
11. Section 5, e., Leasing Provisions, vi, page 6: I do not believe we assess the fine against the tenant. I believe the language should be changed to "assessed against the Landlord Owner. Delete "if the violation is not remedied and/or the fine is not paid by Tenant ... shall be assessed

against the Owner and the lot". Add "Unpaid fines shall constitute a lien ... in accordance with the governing documents" "or from the prepaid security deposit after 10 days of notice".

12. Section 5, x., page 8: In the 3rd line of this paragraph can we add "appoints and constitutes the Association, or the designated HOA Attorney, through the Board, as the landlord Owner's attorney-in-fact ..."

13. Section 5, xi., D, page 9: Language is sufficient. I am not sure we understand Derek Dean's comment ("I don't see any atty in fact language in Dec???)

14. Section 5, xi., H, page 10: Add to sentence "If any tenant is determined to be registered in the South Carolina Sex Offender Registry, and fails to advise Owner, the owner" Delete sentence "If the owner fails to comply, the Association ... as set forth herein ..."

15. Section 5, xi., f, page 10: Delete paragraph

16. Section 5, xi., g, page 10: Delete paragraph