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Drafted by and return to:

Thomas L. Harper, Jr.
Womble, Carlyle, Sandridge & Rice, LLP
P.O. Box 999
Charleston, SC 29402

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE GARRISON AT OYSTER POINT**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARRISON AT OYSTER POINT (this "Amendment") is made as of the 27th day of February, 2017 (the "Effective Date"), by **D.R. Horton, Inc.**, a Delaware corporation ("Declarant").

RECITALS

WHEREAS, Declarant made and entered into that certain Declaration of Covenants, Conditions, and Restrictions for The Garrison at Oyster Point dated October 12, 2016, and recorded in the Charleston County R.M.C. Office on October 14, 2016 in Book 0589 at Page 918 (the "Declaration") which encumbers certain real property located within Charleston County, South Carolina commonly known as the Oyster Point subdivision, as more fully described therein (the "Property"); and

WHEREAS, Section 18.2 of the Declaration provides that, during the Declarant Annexation Period, Declarant has the unilateral right to amend the Declaration for any purpose, provided that such amendment does not materially adversely affect the substantive rights of any Owners, nor adversely affect title to any Unit without the consent of the affected Owner(s); and

WHEREAS, the Declarant Annexation Period remains in effect, and Declarant desires to amend the Declaration on the terms set forth herein, which amendments do not materially adversely affect the substantive rights of any Owners, nor adversely affect title to any Unit.

NOW, THEREFORE, for and in consideration of the above and \$10.00 and other valuable consideration, Declarant hereby amends the Declaration as follows, and agrees as follows with regard to the Property:

1. Recitals; Definitions. The recitals above stated are incorporated herein by reference. Capitalized terms not defined herein shall have the meaning given to them in the Declaration.

2. Working Capital. Section 10.3 of the Declaration is hereby amended by deleting subsection (a) thereof and inserting the following in lieu thereof, with the remainder of that Section 10.3 unaffected hereby:

(a) Initial Sales. Pursuant to Section 9.11 of the Master Declaration, upon acquisition of record title to a Unit by the first Owner thereof other than Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in the following amount: (a) if such Unit is sold by Declarant to such Owner, an amount equal to one-half of one percent (0.5%) of the sales price; or (b) One Thousand Two Hundred Fifty and no/100 (\$1,250.00) Dollars, if such Unit is transferred or conveyed by Declarant other than pursuant to a

sale thereof. No such fee or contribution shall be owing with respect to any transfer or conveyance by Declarant of (a) Common Areas to the Association or the Townhome Association, or (b) pursuant to a dedication of any property to any governmental authority or public utility. This amount shall be in addition to, not in lieu of, the General Assessment attributable to said Unit, and shall not be considered an advance payment of such assessment. Declarant hereby declares that sixty (60%) percent of the foregoing working capital contribution shall be remitted by the Master Association to the Townhome Association, with the remaining forty (40%) percent retained by the Master Association for the purposes set forth in the Master Declaration. This amount shall be deposited into the purchase and sales escrow at closing and disbursed therefrom to the Master Association, which shall thereafter remit to the Townhome Association its portion thereof. The Townhome Association shall deposit this amount into the operating account of the Townhome Association for use in covering the operating expenses and other expenses incurred by the Townhome Association pursuant to the Declaration and the By-Laws, including but not limited to expenses incurred by Declarant in providing infrastructure or other Common Area to the Community. The amount of the foregoing working capital contribution may be increased or decreased in the sole and exclusive discretion of the Board of the Master Association, but the percentage thereof to which the Townhome Association is entitled shall not be reduced except with the written consent of the Board of the Townhome Association.

3. Miscellaneous. As amended by this Amendment, the Declaration remains in full force and effect. The Declaration and this Amendment shall be read and construed as a single instrument; provided, however, that in the event of a conflict between the Declaration and this Amendment, the terms of this Amendment shall control. If any term, covenant or condition of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby and each such term, covenant or condition of this Amendment shall be valid and enforceable to the full extent permitted by law. The terms of this Amendment shall be construed in accordance with and governed by the laws of the State of South Carolina. The captions and headings used in this Amendment are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Amendment. As used in this Amendment, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Declarant has executed or caused this Amendment to be executed by its duly authorized representative as of the date first above written.

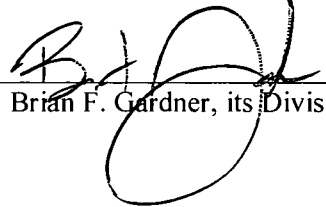
Signed, sealed and delivered
in the presence of:

Declarant:

D.R. Horton, Inc., a Delaware corporation



Sara Disk

By: 

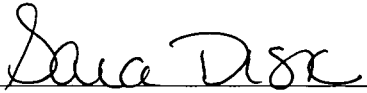
Brian F. Gardner, its Division President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, Sara Disk, the undersigned notary public, do hereby certify that D.R. Horton, Inc., a Delaware corporation, by Brian F. Gardner, its Division President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 27 day of February, 2017.



Notary Public for South Carolina
My Commission Expires: 12-19-2024

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

WOMBLE CARLYLE SANDRIDGE & RICE
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