



BP0069211

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STATE OF SOUTH CAROLINA)
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)
 COUNTY OF CHARLESTON) **FIRST AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR
 JASMINE GATE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR JASMINE GATE (this "*Amendment*") is made and entered into as of this 17th day of July, 2009, by **THE RYLAND GROUP, INC.**, a Maryland corporation (together with its successors and assigns, the "*Declarant*").

WITNESSETH:

WHEREAS, The Declarant imposed on certain property located in Charleston County the Declaration of Covenants, Conditions, Restrictions and Easements for Jasmine Gate ("*Restrictions*") dated February 4, 2009, and recorded February 9, 2009, in the Register of Mesne Conveyances Office for Charleston County in Book 34, at Page 184; and

WHEREAS, pursuant to Article XI, Section 11.3(a)(vi) of the Restrictions, the Declarant has the sole right to amend the Restrictions at this time and now wishes to amend the terms and conditions of the Restrictions as set forth herein;

NOW, THEREFORE, for and in consideration of Five and No/100 Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant does hereby amend the Restrictions as follows:

1. The Declarant hereby amends the Restrictions by deleting Article IV, Section 4.7, of the Restrictions in its entirety and replacing it with the following language:

"SECTION 4.7. DATE AND COMMENCEMENT OF ASSESSMENTS & DUE DATES. The Annual Assessments provided for herein shall commence as to a Lot at such time as it is conveyed to an Owner, pro-rated from January 1st in the year of the date of the sale. Provided, however, notwithstanding anything herein to the contrary, Declarant shall have the option each year of either (i) paying twenty-five percent (25%) of the aggregate sum of the Annual Assessment and Special Assessment, as applicable, levied against all Lots owned by Declarant during each calendar year (which Annual Assessment shall be prorated for the period of time during which calendar year the Declarant is Owner of said Lot) or (ii) paying such amount necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The Declarant's obligation to pay assessments as stated herein shall create a lien against the Declarant's Lots within the Property. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each Annual Assessment period, the Board of Directors shall fix the amount of the Annual Assessment and promptly thereafter the Board of Directors shall cause written notice thereof to be sent to every Owner

subject thereto. In the event the Board of Directors shall fail to fix the amount of Annual Assessments as described above, the assessment fixed for the immediately preceding year shall continue in effect until a new assessment amount is fixed. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance."

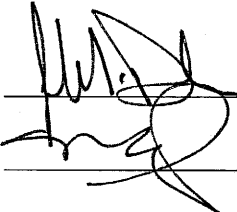
2. All capitalized terms used, but not defined, herein and defined in the Restrictions shall have the meanings set forth in the Restrictions.

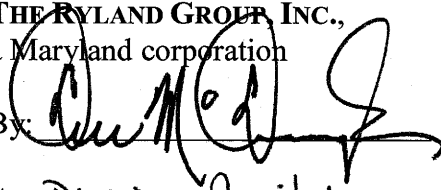
3. Except as amended and supplemented herein, all other terms and conditions of the Restrictions shall remain in full force and effect.

* * *

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its company name by its member thereunto duly authorized on this the 17th day of July, 2009.

IN WITNESS WHEREOF:

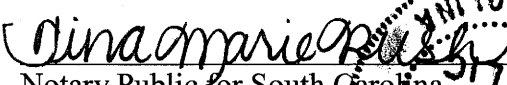


THE RYLAND GROUP INC.,
a Maryland corporation
By: 
Its: Division President

STATE OF SOUTH CAROLINA)
)
COUNTY OF Berkeley)

ACKNOWLEDGMENT

The foregoing was acknowledged before me this 17th day of July, 2009, by The Ryland Group, Inc., a Maryland corporation, by Don McDonough, its Division President


Notary Public for South Carolina
My Commission Expires: 8.15.15
