

STATE OF SOUTH CAROLINA ) FIRST SUPPLEMENTAL DECLARATION OF  
 ) COVENANTS, CONDITIONS AND RESTRICTIONS  
 COUNTY OF CHARLESTON ) FOR WANDO PLANTATION MASTER ASSOCIATION

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WANDO PLANTATION MASTER ASSOCIATION is made this 19<sup>th</sup> day of October, 1999, by RiverTowne Limited Partnership, a South Carolina limited partnership ("Developer"), Liberty Life Insurance Company ("Liberty"), Centex Homes, a Nevada general partnership ("Centex"), Ginn-LA Parkers Island, L.P., a Georgia limited partnership ("Ginn"), RiverTowne Golf, LLC, a Georgia limited liability company ("RiverTowne") and Parkers Island Development Group, LLC, a South Carolina limited liability company ("PIDG").

W I T N E S S E T H:

WHEREAS, the Developer and Liberty, as Declarants, executed that certain Declaration of Covenants, Conditions and Restrictions for Wando Plantation Master Association, recorded in the R.M.C. Office for Charleston County in Book D-253 at Page 183 (the "Declaration"), made certain property in Charleston County, South Carolina, subject to the Declaration; and

WHEREAS, Section 2.3 of the Declaration provides, in relevant part, that upon request of the owners of certain "Adjoining Property" to the "Property" and the consent of the Developer, so long as it holds "Controlling Interest," as those terms are defined in the Declaration, the Adjoining Property would, upon the filing of a Supplemental Declaration, be made subject to the Declaration as provided by the terms and conditions of the Supplemental Declaration; and

WHEREAS, Centex, Ginn and PIDG are owners of the "Adjoining Property," which is further described in Exhibit "A" hereto and made a part hereof by this reference, and have requested that the Adjoining Property be added to and become subject the Declaration, as amended, modified and supplemented hereby, and the Developer consents thereto; and

WHEREAS, Liberty has granted to the owner of the Adjoining Property an access easement from RiverTowne Parkway through lands belonging to Liberty, as further described in Exhibit "B" hereto and made a part hereof by this reference, and has constructed a paved roadway in such easement area (such road being hereinafter referred to as "Indigo Chase Boulevard"); and

WHEREAS, Developer, Liberty, Centex, Ginn, RiverTowne and PIDG are mindful to amend the Declaration to provide for the sharing of costs and expenses of installing and maintaining certain signage with respect to the property subject to the Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer, Liberty, Centex, Ginn, RiverTowne and PIDG do hereby declare as follows:

- I. Definitions. The words used in this First Supplemental Declaration, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration.
- II. The Adjoining Property. The real properties described in Exhibit "A" and Exhibit "B" attached hereto, pursuant to Section 2.3 of the Declaration, are and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to said Declaration, as further amended by this First Supplemental Declaration, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth therein, and as further amended hereby.
- III. Adjoining Property Board Member. Pursuant to the provisions of Section 5.2 of the Declaration, the member of the Board of Directors to represent the Adjoining Property and the owners of property therein shall be the senior elected officer of the Parkers Island Property Owners Association, a South Carolina not-for-profit corporation and a "Subordinate Association" under the Declaration.
- IV. Adjoining Property Lakes, Ponds, Wetlands, Lagoons and Drainage Areas. The lakes, ponds, wetlands, lagoons and drainage areas located within the Adjoining Property shall not constitute a Common Area of the Association, and the Common Expenses of the Association shall not include any expense for the maintenance, repair and management of any such lakes, ponds, wetlands, lagoons and drainage areas located within the Adjoining Property.
- V. Common Expenses Assessable Against Adjoining Property. In calculating the Common Expenses to be assessed against all Units, including the Units within the Adjoining Property, the Association shall calculate such expenses exclusive of costs and expenses attributable to the maintenance, repair and management of the lakes, ponds, wetlands, lagoons and drainage areas of the Association. Units within the Adjoining Property shall only be assessed their allocable share of Common Expenses net of the Association's costs and expenses attributable to the maintenance, repair and management of the lakes, ponds, wetlands, lagoons and drainage areas. Costs and expenses attributable to the maintenance, repair and management of the lakes, ponds, wetlands, lagoons and drainage areas shall be assessed solely against Units within the Developer Tract and the Liberty Tract.
- VI. Signage On Common Area; Highway 41 Entry.
  - (a) Temporary Project Signage. Each of Centex, Ginn, RiverTowne and PIDG shall have the right and easement, jointly and individually, to erect and display a temporary project sign identifying its respective development within the Adjoining Property. Such temporary project signs shall be located in the Common Area at the intersection of South Carolina State Highway 41 and RiverTowne Parkway. Centex shall identify its residential development to be developed within the lands of Centex as "RiverTowne Country Club," Ginn shall identify its residential development as "Parkers Landing at RiverTowne," PIDG shall identify its residential development as "The Island at RiverTowne," or such other name as shall be required by the Town of Mount Pleasant to be used in lieu thereof, and RiverTowne shall identify its golf course and related amenity facilities as "RiverTowne Golf Club" or such other

name as RiverTowne, from time to time, shall designate. The costs and expense of erecting and maintaining a temporary project sign shall be borne solely by the party erecting it pursuant hereto. A temporary project sign shall be removed by the party erecting the same upon completion of the sale of the lots located within such party's development, or upon opening of the golf course for play, as appropriate. All temporary signage shall be of a construction and look in keeping with any existing signage in the Common Area and shall be typical for a first class residential development.

(b) Permanent Project Signage. Each of Developer, Liberty, Centex, Ginn, RiverTowne and PIDG shall have the right and easement to display on a single, permanent project sign the identity of its respective development and golf course within the Property. The single, permanent project sign shall be located in the Common Area at the intersection of South Carolina State Highway 41 and RiverTowne Parkway. The names of the residential developments of Centex, Ginn and PIDG and the name of the golf course shall be as set forth in paragraph (a) of this Item IV. All parties on such sign shall have the same size and lettering. The costs and expense of adding identification of such developments to the single, common project sign in the Common Area at the intersection of South Carolina State Highway 41 and RiverTowne Parkway shall be borne solely by the developer for whom development identification is added as aforesaid and not by the Association. The costs and expenses of maintaining the permanent project sign shall be borne solely by the Association.

VII. Signage at Intersection of RiverTowne Parkway and Indigo Chase Boulevard. Liberty hereby grants Centex, Ginn and PIDG a non-exclusive, perpetual easement on, over and across that portion of land owned by Liberty and located ten feet (10') on the southeast corner of RiverTowne Parkway and Indigo Chase Boulevard for the installation and maintenance of a single, common sign identifying the developments on the Adjoining Property to be undertaken by Liberty, Centex, Ginn and PIDG. Each of Liberty, Centex, Ginn, PIDG shall have the right and easement to display on the single, common project sign in a manner equal in size one to the other, its respective development. The names of the residential developments of Centex, Ginn and PIDG shall be as set forth in paragraph (a) of Item VI above. The name of the residential development of Liberty shall be such name as Liberty shall determine or as shall be required by the Town of Mount Pleasant. The costs and expense of installing and maintaining such single, common project sign at the intersection of RiverTowne Parkway and Indigo Chase Boulevard, of adding identification of such developments shall be borne by the parties installing or for whom development identification is added as aforesaid. The costs and expenses of maintaining such identification shall be borne solely by the property owners' associations of the developments identified on such signage.

VIII Effect of Amendment. Except as herein provided, the Declaration is and shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, Liberty, Centex, Ginn, RiverTowne and PIDG have caused this instrument to be executed the day and year first above written.

WITNESSES:

RIVERTOWNE LIMITED PARTNERSHIP, A  
SOUTH CAROLINA LIMITED PARTNERSHIP

By: Wild Dunes Development Corporation, a  
Georgia corporation

Its: General Partner

Juanita A. Bramm

By: Robert F. Masters

Sara C. Japer

Its: V-P

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within RiverTowne Limited partnership, a South Carolina limited partnership, by Wild Dunes Development Corporation, a Georgia corporation, its General Partner, by Robert F. Masters, its Vice President, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

Juanita A. Bramm

SWORN TO before me  
this 20<sup>th</sup> day of October, 1999.

Sara C. Japer  
Notary Public for the State of South Carolina  
My commission expires: 10-31-2001

WITNESSES:

LIBERTY LIFE INSURANCE COMPANY

Virginia M. Clary  
Patricia S. Latham

By: Martha G. Williams  
 Its: Vice President

STATE OF SOUTH CAROLINA )  
 COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within Liberty Life Insurance Company, by Martha G. Williams, its Vice President, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me  
 this 19th day of October, 1999.

Virginia M. Clary

Margaret K. Latham  
 Notary Public for the State of South Carolina  
 My commission expires: 7/06/2004

WITNESSES:

CENTEX HOMES, A  
NEVADA GENERAL PARTNERSHIP

By: Centex Real Estate Corporation, a  
Nevada Corporation, its Managing  
General Partner

Jeanne A. Bramm

JW  
By: [Signature]

Sara C. Jayne

Its: Division Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within Centex Homes, a Nevada general partnership, by Centex Real Estate Corporation, a Nevada Corporation, its Managing General Partner, by Jay Throver, its Division Manager, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me  
this 20th day of October, 1999.

Jeanne A. Bramm

Sara C. Jayne  
Notary Public for the State of South Carolina  
My commission expires: 10-31-2001

WITNESSES:

GINN-LA PARKERS ISLAND, L.P., A  
GEORGIA LIMITED PARTNERSHIP

BY GINN-PARKERS ISLAND GP LLC, a  
Georgia limited liability company,

ITS: General Partner

Juanita A. Bramon

By: Edward R. Ginn, III  
Edward R. Ginn, III

Its: Manager

Aria C. Japer

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within Ginn-LA Parkers Island, L.P., a Georgia limited partnership, by Ginn-Parkers Island GP, LLC, a Georgia limited liability company, its General Partner, by Edward R. Ginn, III, its Manager, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

Juanita A. Bramon

SWORN TO before me  
this 20th day of October, 1999.

Aria C. Japer  
Notary Public for the State of South Carolina  
My commission expires: 10-31-2001

WITNESSES:

PARKERS ISLAND DEVELOPMENT GROUP, LLC,  
A SOUTH CAROLINA  
LIMITED LIABILITY COMPANY

BY: Associated Developers, Inc.  
ITS: Manager

James A. Bramon  
Robert H. Masters

By: [Signature]  
Its: President

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within Parkers Island Development Group, LLC, a South Carolina limited liability company, by Associated Developers, Inc., its Manager, by Henry H. Stephens, its President, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me  
this 20<sup>th</sup> day of October, 1999.

Dore C. Payne  
Notary Public for the State of South Carolina  
My commission expires: 10-31-2001

James A. Bramon

WITNESSES:

RIVERTOWNE GOLF, LLC, a  
Georgia limited liability company

BY GINN-PARKERS ISLAND GP LLC, a  
Georgia limited liability company,

ITS: Manager

Jama A. Bramon

By: Edward R. Ginn, III  
Edward R. Ginn, III

Its: Manager

Aara C. Payne

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within RiverTowne Golf, LLC, a Georgia limited liability company, by Ginn-Parkers Island GP, LLC, a Georgia limited liability company, its Manager, by Edward R. Ginn, III, its Manager, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

Jama A. Bramon

SWORN TO before me  
this 20<sup>th</sup> day of October, 1999.

Aara C. Payne  
Notary Public for the State of South Carolina  
My commission expires: 10-31-2001