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After recording, please return to:
JW Homes, LLC
Attn: Legal Department
4125 Atlanta Road
Smyrna, Georgia 30080

CROSS REFERENCE:
Deed Book: F339
Page: 567

**AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR HAMLIN PLANTATION**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAMLIN PLANTATION (hereinafter referred to as "Amendment") is made as of ^{December 21} November 17, 2014 by **JW HOMES, LLC**, a Delaware limited liability company (hereinafter referred to as "Developer").

RECITALS

A. Hamlin Plantation, LLC, a South Carolina limited liability company, as Developer, executed that certain Declaration of Covenants and Restrictions for Hamlin Plantation, which was recorded on December 14, 1999 in Deed Book F339, Page 567, *et seq.*, Charleston County, South Carolina RMC Office (hereinafter as supplemented and/or amended from time to time collectively referred to as the "Declaration").

B. Hamlin Plantation, LLC assigned all of the rights, title, interests, powers and authority as the Developer arising under the Declaration to JW Homes, LLC, a Delaware limited liability company, pursuant to that certain Assignment of Developer's Rights dated November 17, 2014, and recorded of even date herewith, aforesaid records.

C. Pursuant to Article VIII, Section 8.5 of the Declaration, Developer may amend the Declaration for a period of 40 years from the date of recording of the Declaration.

D. Developer certifies that this Amendment has been duly approved by Developer and shall be effective upon recording of the Amendment.

E. Developer desires to amend the Declaration as provided herein, as evidenced by the signatures attached hereto and by this reference incorporated herein.

TERMS

NOW THEREFORE, the undersigned hereby declares that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1. The By-Laws of Hamlin Plantation Property Owners Association, Inc. (the "Bylaws")

(attached as Exhibit I to the Declaration) are hereby amended by deleting Section 12.6 of the Bylaws, entitled "Initial Assessment," in its entirety and replacing it with a new Section 12.6 to read as follows:

Section 12.6. Capitalization of Association; Initiation Fee.

(a) An initiation fee (sometimes also referred to as a "working capital assessment" or "capital contribution") must be paid to the Association by or on behalf of any purchaser of a Lot (other than Developer or its affiliates) upon the transfer or sale of the Lot, as follows:

Purchaser	Maximum Initiation Fee
Initial Owner (the party purchasing from the Developer, a developer or a builder)	An amount equal to up to 100% of the annual assessment being charged by the Association for the year in which the closing of the transfer or sale of the Lot occurs.
Second and subsequent Owners	An amount equal to up to 100% of the annual assessment being charged by the Association for the year in which the closing of the transfer or sale of the Lot occurs.

(b) This initiation fee set forth in subsection (a) above shall constitute a specific assessment against the Lot, and shall be in addition to, not in lieu of, any other assessments levied on the Lot and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. These initiation fees shall be collected at the closing of the Lot, or if not collected at closing, shall be paid immediately upon demand by the Association. The initiation fee shall be disbursed to the Association for any use which provides a direct benefit to the Community, including, without limitation, covering operating and other expenses (including reserves) incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

(c) No initiation fee under subsection (a) shall be required from the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but an initiation fee shall be required from the Owner acquiring the Lot from the foreclosing Mortgagee.

2. The Bylaws are hereby amended by deleting Article 2, paragraph (b) of the Bylaws in its entirety and replacing it with a new Article 2, paragraph (b) as follows:

(b) The quorum at members' meetings shall consist of persons entitled to cast **one-tenth (1/10)** of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

3. The Declaration is hereby amended by deleting Article 4, Section 5 the Bylaws in its entirety and replacing it with a new Article 4, Section 5 as follows:

Section 5. ELECTION AND TERM OF OFFICE. Owner-Elected directors shall be elected and hold office as follows:

- (a) Not later than thirty (30) days after the Developer's right to appoint directors and officers terminates, the Association shall call a special meeting to be held at which Owners shall elect **five (5) at-large** directors.
- (b) At annual meetings of the Membership thereafter, directors shall be elected. All eligible Members of the Association shall vote on directors to be elected and the **five (5)** candidate(s) receiving the most votes shall be elected.
- (c) The term of all Directors elected at the Special Meeting described in clause (a) will be 1 year. After that first year of service, 3 Directors shall be elected to a 2 year term and 2 Directors shall be elected to a one year term. Thereafter, the terms of the Directors will all be for 2 years, with the terms of the Directors being staggered.
- (d) The Members of the Board of Directors shall hold office until their respective successors have been duly elected by the Association.

4. This Amendment shall be effective only upon being recorded in the Charleston County, South Carolina RMC Office and shall be enforceable against current Owners of a Lot subject to the Declaration.

5. Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

6. Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Developer hereby executes this Amendment, under seal as of the date and year written above.

DEVELOPER:

JW HOMES, LLC, a Delaware limited liability company

By: *Joel S. Reed* (SEAL)
Joel S. Reed, Senior Vice President

Signed, sealed, and delivered
in the presence of:

Valerie Hobbs
WITNESS

Andrew McBride
WITNESS Andrew McBride

ACKNOWLEDGEMENT

STATE OF Georgia
COUNTY OF Cobb

I, the undersigned Notary Public, do hereby certify that Joel S. Reed personally appeared before me this 4th day of December, 2014, and acknowledged the due execution of the foregoing instrument.

Jennifer Bojda
Notary Public for the State of Georgia
My commission expires: 3/10/15

