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**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WESTBURY PARK RESIDENTIAL PROPERTIES**

WHEREAS, on the 30th day of December, 1998, Plantation Properties, L.L.C., a South Carolina Limited Liability Company did file with the RMC Office for Beaufort County, South Carolina in Book 1122 at Page 285 a Declaration of Covenants, Conditions and Restrictions for Westbury Park Residential Properties ("Declaration"); and

WHEREAS, in accordance with Article XIV of the Declaration, Declarant has the unilateral right to amend the Declaration provided the Amendment has no material adverse effect of any right of any Owner; and

WHEREAS, this First Amendment has no material adverse effect upon any right of any Owner.

NOW, THEREFORE, the following shall serve as a First Amendment to the Declaration and for all purposes hereafter shall be deemed to be a part of the original Declaration as originally recorded:

**ARTICLE XV
PARTY WALLS AND OTHER SHARED STRUCTURES**

15.1. **General Rules of Law to Apply.** Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

15.2. **Maintenance; Damage and Destruction.** All Owners who make use of any party structure shall share the cost of reasonable repair and maintenance of such structure equally.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners, subsequently use the structure, they shall contribute to the restoration cost in equal portions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

15.3. **Right to Contribute Runs with the Land.** The right of Owner to


contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

15.4. **Disputes.** Any dispute concerning a party structure shall be subject to the dispute resolution procedures set forth in Article XII of the Declaration.

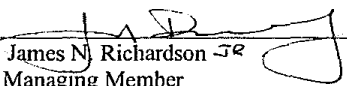
IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions this 19th day of June, 2000.

Signed, sealed and delivered in the presence of:

PLANTATION PROPERTIES, L.L.C., a South Carolina Limited Liability Company



Pamela L. O'Boyle

By: 

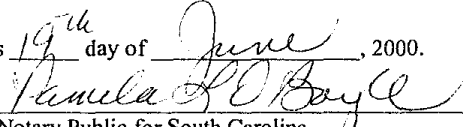
James N. Richardson Jr
Its: Managing Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The undersigned notary public does hereby certify that James N. Richardson, Jr., as Managing Member of Plantation Properties, L.L.C., a South Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 19th day of June, 2000.



Notary Public for South Carolina
My Commission Expires: 3/5/06

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FILED 1274
JOHN A. SULLIVAN, JR.
P.M.C.
BEAUFORT COUNTY, S.C.

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