

Handwritten notes: To Barry Johnson 9/4/04

After recording, please return to:

BARRY L. JOHNSON, PA
10 Pinckney Colony Road, Suite 200
Okatie, SC 29909

Cross reference to Original Covenants recorded in Book 01959, Page 1658; First Amendment thereto recorded in Book 02009, Page 965; Second Amendment thereto recorded in Book 02271, Page 540; and Third Amendment thereto recorded in Book 2314, Page 2528.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND PROVISIONS FOR THE SINGLE-FAMILY DETACHED LOTS
AND THE TOWNHOME LOTS OF ALLENWOOD**

WHEREAS, B C & W, LLC, a South Carolina limited liability company, is the Declarant under that certain Declaration of Covenants, Restrictions and Provisions for the Single-Family Detached Lots and the Townhome Lots of Allenwood, dated May 21, 2004 and recorded May 24, 2004 in the Office of the RMC for Beaufort County, South Carolina in Book 01959, page 1658, as amended (the "Covenants"); and

WHEREAS, the Covenants, as amended from time to time, encumber certain real property located in the Allenwood Subdivision, Hilton Head Island, South Carolina; and

WHEREAS, pursuant to the terms of Article XII, Section 12.1 of the First Amendment to the Declaration, the Declarant may amend the Declaration at any time until such time as ninety (90%) percent of the Lots have been sold to Third Party, retail consumers or investors by Declarant and builders to whom Declarant shall have sold Lots, such has not occurred.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that B C & W, LLC, as Declarant, pursuant to Article XII, Section 12.1 of the First Amendment to the Declaration, hereby resolves and declares as follows:

1. Article VII, Section 7.4 Computation of Annual Assessments, is amended to read as follows:

"7.4 Computation of Annual Assessments. It shall be the duty of the Board at least fifteen (15) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year. The budget shall include a capital contribution or reserve account if necessary

for the projected capital needs of the Association. The Board shall cause a copy of the budget and the proposed total of the annual assessments to be levied against Lots or Dwellings for the following year to be mailed to each Owner at least fifteen (15) days prior to such meeting. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either Declarant, as long as Declarant has the authority to appoint and remove directors and officers of the Association, or thereafter, by a vote of a majority of the members of Board voting in person or by proxy at such meeting. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and annual assessments in effect for the current year shall be increased in proportion by the greater of either ten (10%) percent of the budget and assessments for the previous year or by the percentage increase, if any, over the previous year's Consumer Price Index (all Urban, Consumers, United States City Average, All Items 1967=100), or its successor index, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 9.6 hereof. The Common Expenses to be funded by the Annual Assessments may include, but shall not necessarily be limited to, the following: (subparagraph 7.4.1 through 7.4.8 remain unchanged from the Declaration as heretofore amended)."

2. Article VII, Section 7.9 **Notice of Meeting and Quorum**, is amended to read as follows:

"7.9 **Notice of Meeting and Quorum**. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized in this Article shall be mailed to all Members not less than fifteen (15) days or more than forty-five (45) days in advance of such meeting. With respect to the annual meeting, the presence of Members or proxies entitled to cast over thirty (30%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be twenty-five (25%) percent of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting."

3. **Exhibit D to the Declaration of Covenants** (By-Laws of the Allenwood Homeowners Association, Inc.), is amended, in certain particulars, to read as follows:

“ARTICLE VIII - AMENDMENTS

8.1 **Amendments.** Until such time as 90% of the Lots have been sold to Third-Party retail consumers or investors by Declarant and builders to whom/which Declarant shall have sold Lots, these By-Laws may be amended only by the Declarant. Thereafter, by a vote of not less than fifty percent (50%) of the total vote of the membership of the Association, in person or by proxy, at a duly constituted meeting for such purpose, in strict accordance with the recorded Declaration to which these By-Laws are attached, and the laws of South Carolina. Any amendments to the By-Laws shall be set forth in proper form and duly recorded as an amendment to the Declaration. Each and every Owner by accepting a deed therefore thereby agrees to be bound by and benefit from any such amendment hereto.

8.2 **Conflicts.** Deleted.”

4. Any capitalized terms contained herein, not specifically defined herein, shall have the meaning set forth in the Declaration, as amended, including the various attached exhibits.

5. Except as specifically amended and modified by this Amendment, the Declaration (including as heretofore amended) shall continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 3 day of ~~October~~, 2006.
November

WITNESSES:

Ray C. Reed
Garrett S. Reed

DECLARANT:

B C & W, LLC, a South Carolina limited liability company

Christopher P. Gannon

By: Christopher P. Gannon
Its: Managing Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 3 day of ^{November} ~~October~~, 2006 on behalf of B C & W, LLC, by **Christopher P. Gannon**, its Managing Member.

James S. Hess (SEAL)
Notary Public for South Carolina
My commission expires: 5/12/15