

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

-) **AMENDMENT TO THE TERRAPIN POINTE**
-) **SUBDIVISION DECLARATION OF**
-) **COVENANTS, CONDITIONS**
-) **RESTRICTIONS AND EASEMENTS**
-) (Original Recorded in Book 811 at Page 220)

WHEREAS, The TERRAPIN POINTE SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, dated October 30, 2003, and recorded in the Office of the Clerk of Court for Greenwood County on October 30, 2003 in Deed Book 811 at Page 220 (as further amended and supplemented the "**Declaration**"); and

WHEREAS, Article XI of the Declaration provides that the Declaration may be amended by agreement of the Owners of at least seventy-five percent (75%) of the Lots in Terrapin Pointe; and

WHEREAS, the Declaration was previously amended and supplemented by the following instruments, incorporated herein by reference: Supplemental Restrictions dated August 6, 2004 and recorded August 17, 2004 in the Office of the Clerk of Court for Greenwood County in Deed Book 860 at Page 129; Supplement Restrictions dated August 6, 2004, and recorded August 17, 2004, in the Office of the Clerk of Court for Greenwood County in Deed Book 860 at Page 131; Amendment to the Terrapin Pointe Subdivision Declaration of Covenants, Conditions, Restrictions and Easements dated February 15, 2006, and recorded March 31, 2006, in the Office of the Clerk of Court for Greenwood County in Deed Book 965 at Page 162; Amendment to the Terrapin Pointe Subdivision Declaration of Covenants, Conditions, Restrictions and Easements dated April 1, 2006, and recorded January 1, 2007, in the Office of the Clerk of Court for Greenwood County in Deed Book 1019 at Page 84; and the Supplemental Declaration of Covenants, Conditions and Easements Imposed upon the Terrapin Point Subdivision, dated June 19, 2009, and recorded August 19, 2009, in the Office of the Clerk of Court for Greenwood County in Deed Book 1170 at Page 6; and

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Association declares that the Declaration is amended as follows effective as of the date of recording of this instrument:

1. Insert the following Section to Article I:

Section 15. "Community Septic System" means the shared septic system for twenty-four (24) affected Lots within Terrapin Pointe known as Lots 1-20, 39, 40, 42 and 65. The affected lot owners are responsible for their pro rata share of all Community Septic System costs, which shall be levied by the Association as a Specific Assessment and shall be collected in the same manner as all other Assessment and maintenance charges.

2. Delete all references to the Declarant throughout the Declaration.
3. Modify Article III, Section 16 by adding the following to the end of this section:

or for those lots required to connect to the Community Septic System.

4. Delete Article III, Section 19.
5. Modify Article III, Section 25 to replace SC Electric and Gas Company with Duke Power/Energy and CPW-Commissioners of Public Works.

6. Modify Article III, Section 30 by adding the following after "private septic system":
or Community Septic System.

7. Modify the first sentence of Article VI, Section 2(j) as follows:

Under Section 3 below, the board of directors shall call an annual meeting once per year at such time and place as may be determined by the Board of Directors.

8. Amend Article VI, Section 2 by adding the following:

(k). Special Assessment for Road Maintenance, Repair and Replacement. The Board of Directors, in its sole discretion, at a properly called meeting, may levy and approve, by majority vote of said Board of Directors, a special assessment for emergency needs and not to exceed the total costs of any required restoration. Such assessment shall be in amount determined by the Board of Directors and shall constitute a continuing lien to be collected in a like manner as regular assessments.

9. Delete Article VI, Section 2B and replace it with the following:

Specific Assessments. The board of directors shall have the power to specifically assess pursuant to this Section, as, in its discretion, it shall deem appropriate. Failure of the board of directors to exercise its authority under this Section shall not be grounds for any action to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the board of directors has not previously exercised its authority under this Section. Fines levied and costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The board of directors may also specifically assess Owners for the following Association expenses:

- (a) All expenses of the Association may be specifically assessed equitably among all Lots which are benefitted according to the benefit received; and**
- (b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.**
- (c) Community Septic Systems charges shall be assessed against all affected Lots by way of Specific Assessments.**

10. Modify Article VI, Section 3 as follows:

Election of the board of directors shall take place each year at the annual meeting of the Association.

11. Modify Article VI, Section 4 as follows:

The annual assessment and any specific assessments against an Owner shall constitute a lien and encumbrance upon the Lot

12. Modify Article VI, Section 9 as follows:

All liens, charges and assessments, with the exception of Specific Assessments as herein defined, must be uniformly fixed, assessed, charged and collected on all Lots . . . Specific Assessments levied for the purpose of deferring Community Septic System costs shall be uniform as to all affected lots.

13. Amend Article VI by adding the following as Section 10 and renaming existing Section 10 as Section 11.

Notwithstanding anything herein to the contrary, including the obligations to assess uniformly for the costs associated with maintenance, repair or replacement of the common areas, if the Association incurs any costs, whether for regular maintenance repair, replacement or otherwise, which benefit any Lot or group of Lots, but less than all Lots, the Board of Directors may assess the affected Lot or Lots for the costs associated and incurred by such maintenance, repair, replacement or other costs. Such costs and charges, once assessed by the Association, shall constitute a continuing lien on the affected Lot or Lots to be collected in a like manner as regular assessments. Specifically contemplated by the above is the installation of and operation of a community septic system to be used by and for the benefit of Twenty-Four Lots in Terrapin Pointe. The Twenty Four affected Lots are as follows: Lots 1-20, 39, 40, 42 and 65. The Twenty-Four Lots will be required to fund the maintenance, inspection and future funding of the community septic system. The upfront costs will be assessed at the time each of the 24 Lots obtains a county building permit or at time the lot transfers ownership. All future inspection and maintenance charges will be assessed annually by the Association to all Twenty Four Lots.

14. Delete Article XI, Section 2 and replace with the following:

Amendment. Any Amendment to this Declaration must be approved by the written consent, affirmative vote, written or electronic ballot or other proper means of communication of, at least, Sixty-Six percent (66%) of the Lots in Terrapin Pointe Subdivision. For any such meeting to be effective such consent, vote, ballot or communication must be presented or conducted at a properly called meeting of the Association where the purpose, or one of the purposes of the meeting, is the proposed Amendment. Each Lot shall receive notice, as required in the Bylaws, of any such meeting where this Amendment is to be voted upon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Association has by its duly authorized officer set its hand and seal this 28th day of January, 2016 (the "Execution Date"), and by doing so acknowledges and affirms that the amendment requirements of the Declaration have been met and therefore the provisions contained in this Amendment have been duly approved and authorized by the Lot Owners.

WITNESSES:

HB
(witness #1)
Ed Zag
(witness #2)

ASSOCIATION:

Terrapin Pointe Subdivision Property Owners Association, Inc.

By: Harry G. Lockwood
Print Name: HARRY G. LOCKWOOD
Its: PRESIDENT

STATE OF SOUTH CAROLINA)
COUNTY OF Greenwood)

ACKNOWLEDGEMENT

I, Angela M. Chapman, a Notary Public for the State of South Carolina, do hereby certify that **Terrapin Pointe Subdivision Property Owners Association, Inc.**, by Harry G. Lockwood, its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 28th day of January, 2016

Angela M. Chapman
Notary Public for South Carolina
My Commission Expires: 11/02/2016