

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE OYSTERCATCHER ISLAND VILLAS
OWNERS ASSOCIATION, INC.**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Oystercatcher Island Villas Owners Association, Inc. (the "First Amendment") made as of the 12th day of April, 1995 by Oystercatcher Associates, a South Carolina General Partnership (hereinafter called the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant did make and declare that certain Declaration of Covenants, Conditions and Restrictions for the Oystercatcher Island Villas Owners Association, Inc. (the "Declaration") dated May 19, 1994 and recorded May 20, 1994 in the Office of the Clerk of Court for Georgetown County in Deed Book 573 at Page 88.

WHEREAS, in Article XI, Section 2 of the Declaration the Declarant reserved the right to unilaterally amend the Declaration until January 1, 2015; and

WHEREAS, the Declarant desires to exercise said right and to amend Article VI, Section 3 and Article VII, Section 2 and to restate the same as hereinafter set forth.

NOW THEREFORE, The Declarant amends the Declaration as follows:

Article VI, Section 3 is hereby amended and restated to read as follows:

Section 3: Liability Insurance. The Association shall also obtain premises liability insurance on all Villas, Lots and Common Property and the policy shall provide for a single limit

indemnity of not less than One Million and no/100 (\$1,000,000) Dollars and cover bodily and personal injury and property damage. Nothing contained herein shall be construed as requiring the Association to insure the interior portions of the Villas nor any areas off the Common Property.

Article VII, Section 2 is hereby amended and restated to read as follows:

Section 2: Villas. The Association shall be responsible for providing for the exterior maintenance of the Lots and Villas (including, but not limited to staining, weatherproofing and painting the exterior of the Villas and repairing, replacing and caring for roofs, foundations, porches (other than screens), piers, supports, stairs, patios, gutters, down spouts, railings, exterior building surfaces, trees, shrubs, grass and walks). Said exterior maintenance shall not include glass, glass encasements, doors, door encasements, hinges, handles, screens, and light fixtures. All other maintenance of a Villa shall be the responsibility of the Owner thereof. Each Owner shall be responsible for providing the interior maintenance to his Villa, including, but not limited to, cleaning, repair and replacement of all interior walls, plumbing, electrical wires, light fixtures, appliances, air conditioning and heating units, including condensers (whether located inside or outside a Villa), ducts, vents, glass surfaces, screens (interior or exterior), and all damage caused by the Owner, his family or any of the Owner's tenants, renters, invitees or guests. In the event

that the need for maintenance or repair of a Villa or Lot is caused through the wilful or negligent acts of its Owner, or through the wilful or negligent acts of the family, guests or invitees of the Owner needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which said Lot and Villa is subject. Furthermore, if in the opinion of the Board of Directors of the Association, any Owner fails to perform the maintenance required herein, the Association shall provide such maintenance, reconstruction or repairs as may be reasonably necessary, and the cost thereof shall be added to and become a part of the assessment to which such Lot and Villa is subject and shall become immediately due and payable.

Except as amended by this First Amendment, the Declaration of Covenants, Conditions and Restrictions for the Oystercatcher Island Villas Owners Association, Inc. shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Oystercatcher Island Villas Owners Association, Inc. the day and year set forth above.

Signed, Sealed and Delivered
in the Presence of:

James B. Moore Jr.
Blenda V. McDaniel

OYSTERCATCHER ASSOCIATES, a South Carolina General Partnership

By: Wisteria, Inc.

By: *W. N. Miller III*
W. N. Miller, III
President
Managing Partner

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GEORGETOWN)

PERSONALLY appeared before me the undersigned witness, who first being duly sworn, deposes and says that (s)he saw the within named Oystercatcher Associates, a South Carolina General Partnership, by its duly authorized officer, sign, seal and as its act and deed deliver the within written First Amendment to Declaration of Covenants, Conditions and Restrictions for the Oystercatcher Island Villas Owner's Association, Inc., and that (s)he with the other witness whose name is subscribed above, witnessed the execution thereof.

Blenda V. McDaniel

SWORN to before me this 12
day of April, 1995.

James B. Moore Jr. (L.S.)
Notary Public for S. C.
My Commission Expires: 3/25/2001