

CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

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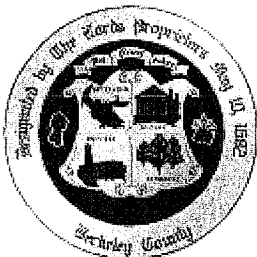
Instrument #:	2017005486		
Receipt Number:	48741	Return To:	WEEKS AND IRVINE
Recorded As:	RESTRICTIVE COVENANTS		8086- RIVERS AVENUE
Recorded On:	February 17, 2017		NORTH CHARLESTON, SC, 29406
Recorded At:	09:26:40 AM	Received From:	WEEKS AND IRVINE
Recorded By:	HELEN SEXTON	Parties:	
Book/Page:	RB 2393: 930 - 933		Direct- MTS CHS LLC
Total Pages:	4		Indirect- MONARCH PLANTATION

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\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

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Recording Fee: \$10.00  
Tax Charge: \$0.00



*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA    )  
   )  
COUNTY OF BERKELEY         )     AMENDMENT OF COVENANTS, CONDITIONS  
   )     RESTRICTIONS, AND EASEMENTS FOR  
   )     MONARCH PLANTATION AND NAME  
   )     CHANGE TO LANDINGS AT MONTAGUE  
   )     PLANTATION  
   )     Originally Recorded Book 8130, Page 001

WHEREAS, by Transfer of Declarants Rights dated September 7, 2016 and recorded September 27, 2016 in Book 2285 at Page 776, Goose Creek II, LLC did convey and transfer all of Declarant's Rights of Monarch Plantation to MTS CHS, LLC, and;

WHEREAS, MTS CHS, LLC, (the "Declarant") now desires to amend the recorded COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR MONARCH PLANTATION (the "Covenants") in the following respects.

**Recitals and Covenants** shall now reflect that the residential development shall be called "**Landings at Montague Plantation**" instead of Monarch Plantation. All references to Monarch Plantation, or Monarch Plantation Homeowner's Association, shall be amended to reflect Landings at Montague Plantation, or Landings at Montague Plantation Homeowner's Association, respectively.

**Article V, Paragraph 3** is hereby amended to increase the annual general assessment from "\$500 per year per lot" to "\$875 per year per lot".

**Article V, Paragraph 3(b)** is hereby amended to increase the annual assessment cap from "five percent (5%)" to "seven and a half percent (7.5%)".

**Article V, Paragraph 4** is hereby amended to replace the working capital assessment phrase "equal to twenty five percent (25%) of the annual general assessment as established by the Association" with the phrase "Three Hundred Fifty Dollars (\$350.00)".

**Article V, Paragraph 4** is hereby amended to add the following sentence: "The working capital reserve fund may be used to reimburse the Declarant or Declarant's Designated Builder for any deficit funding of the homeowner's association dues, assessments or similar fees, which payments shall be considered a loan from Declarant or Declarant's Builder to the Landings At Montague Plantation Homeowner's Association, Inc."

**Article V, Paragraph 4** is hereby further amended to add the following sentence: "Upon resale, the Seller of each lot shall be responsible for payment of a working capital fee into the working capital fund, which shall equal one half percent (0.5%) of the sales price at closing."

**Article V, Paragraph 7** is hereby amended to remove entire first sentence, and then to read as follows "Notwithstanding the foregoing, so long as Declarant or Declarant's Designated Builder own any Lots upon which the construction of a dwelling has not been

commenced or completed, Declarant or Declarant's Designated Builder shall not pay any of the otherwise applicable annual or special assessments for such Lots until construction of a Dwelling on such Lot has been completed and has been conveyed to an unrelated third party. Thereafter, the unrelated third party shall pay one hundred percent (100%) of such annual or special assessments in accordance with this declaration. In Declarant's discretion, deficit funding may occur for the above annual or special assessments, which shall take the form of a loan from the Declarant to the HOA which must be repaid from the HOA within thirty six (36) months of each loan."

**Article VI, Paragraph 1** is amended to add the following: "All Builders in the development shall be required to submit building plans and specifications for all new construction to Declarant for approval, and no construction shall be permitted without first obtaining such Declarant approval in writing."

**Article VIII, Paragraph 16** is further amended to add the following: "All areas that are fenced in shall not receive landscape maintenance by the Association in accordance with Article VIII, paragraph 18(b)(1)."

**Article VII, Paragraph 18(b)[1]** is amended to replace the phrase "grass cutting services to the front and side yards" in the first sentence with "grass cutting, edging and blowing services to the front side and rear yards of each Lot". The second sentence of the above paragraph is also amended to remove the phrase "maintain the back yard of any Dwelling, nor will it" so as to allow for the Association to maintain the rear yards. A new prior to last sentence is added to provide "This provision shall not be construed to obligate the Association to remove Christmas trees, vendor debris or household refuse as part of maintenance by the Association. "The remaining provisions of the above paragraph shall remain.

**Article VII, Paragraph 18(B)[1]** is amended to replace the last sentence "This provision shall not be construed as an obligation on the part of the Declarant or its assigns to provide garbage or trash removal services", with "Association, its agents and assigns, shall be responsible for establishing and maintaining a centralized garbage collection location for Lot Owners, and said garbage collection services shall be paid for from the annual assessments."

**Article IX, Paragraph 5** is hereby amended to read as follow "This Declaration and its covenants and restrictions shall run with and bind the land until December 31, 2030, after which time they shall be automatically extended for successive periods of ten (10) years."

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The undersigned, being the President of MTS CHS, LLC, the Declarant of development, and the sole property owner, do hereby certify that the within and foregoing Amendments to the Covenants were duly passed by sufficient vote of the membership.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness

[Signature]  
Witness Joseph W. Kessinger

MTS CHS, LLC

[Signature]  
By: Jason Esposito  
Its: Authorized Agent

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON  )

The foregoing instrument was acknowledged before me this 16 day of FEBRUARY, 2017 by JASON ESPOSITO on behalf of MTS CHS, LLC.

[Signature]  
Notary Public for State of South Carolina  
My Commission expires 02/29/2026

