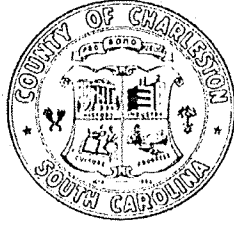


Charleston County ROD
 101 Meeting Street, Suite 200 <> Charleston, SC 29401
 PO Box 726 <> Charleston, SC 29402
 V: 843.958.4800 <> F: 843.958.4803
 www.charlestoncounty.org

Karen Hollings
Register of Deeds



RECORDER'S RECEIPT

Received From:

NAME	FORD WALLACE THOMSON LLC
ADRS	
ADR2	715 KING ST
C/S/Z	CHARLESTON SC 29403

DATE:	22-Nov-23
INVOICE #:	X000586827
DRAWER:	Drawer 2
CLERK:	SLW
TIME:	09:50:21 AM

Qty	Description	#			Value in OOO	Unit Price	Extra Ref Cost	County Fee	State Fee	Item Total
		Total	#	Pstg						
1	Amen/Rest/Covs	691			25.00			\$ -	\$ -	\$ 25.00
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
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								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
TOTAL										\$ 25.00

** Schriener plantation
 Erection
 HOA - Bullets*

PAID:

Check #	Amount	
3898	\$ 25.00	Total Paid: \$ 25.00
		Balance: \$ -
Check Total	\$ 25.00	
Cash Total		

***Please note:**
 The ROD Office retains any recording fee overages of \$5 or less.

It is our pleasure to serve you!

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR SCHIEVELING PLANTATION

RECEIVED 11/22, 2023
PER CLERK *gw*
ROD OFFICE
CHARLESTON COUNTY, SC

AND

Book 1214 Page 875

SIXTH AMENDMENT TO
BYLAWS OF SCHIEVELING PLANTATION
HOMEOWNERS' ASSOCIATION, INC.

This Amendment to the Declaration of Covenants and Restrictions for Schieveling Plantation and Sixth Amendment to the Bylaws of Schieveling Plantation Homeowners' Association, Inc. is made this 17 day of October 2023, by Schieveling Plantation Homeowners' Association, Inc.

WITNESSETH:

WHEREAS Schieveling Plantation Development LLC prepared and recorded that certain Declaration of Covenants and Restrictions for Schieveling Plantation in the Office of the Charleston County Register of Deeds in Book V351 at Page 151, on July 25, 2000, together with the amendments thereto (collectively the "Declaration"),

WHEREAS this Amendment to Declaration of Covenants and Restrictions for Schieveling Plantation has been approved by the majority of the Board of Directors of the Schieveling Plantation Homeowners' Association,

WHEREAS written notice of the proposed Amendment to Declaration of Covenants and Restrictions for Schieveling Plantation was given to all then Owners of residential lots in Schieveling Plantation, as shown on the subdivision plat, which are subject to the provisions thereof,

WHEREAS seventy-five percent (75%) of the Owners of residential lots agree and desire to change the Declaration to adopt the Amendment to Declaration of Covenants and Restrictions for Schieveling Plantation,

and

WHEREAS the Declaration incorporates the Bylaws of Schieveling Plantation Homeowners' Association, Inc. ("Bylaws"), which Bylaws were recorded in the Office of the Charleston County Register of Deeds in Book V351 at Page 187, on July 25, 2000,

WHEREAS the Sixth Amendment to the Bylaws of Schieveling Plantation Homeowners' Association, Inc. has been approved by the majority of the Board of Directors of the Schieveling Plantation Homeowners' Association,

WHEREAS ten (10) days written notice of the proposed Sixth Amendment to the Bylaws of Schieveling Plantation Homeowners' Association, Inc. was given to all then Owners of residential lots in Schieveling Plantation, as shown on the subdivision plat, which are subject to the provisions thereof,

WHEREAS two-thirds (2/3) of the Owners of residential lots agree and desire to change the covenants and restrictions to adopt the Sixth Amendment to the Bylaws of Schieveling Plantation Homeowners' Association, Inc.,

NOW THEREFORE, seventy-five percent (75%) of the Owners of residential lots in Schieveling Plantation as shown on the subdivision plat do hereby amend the Declaration, and two-thirds (2/3) of the Owners of residential lots in Schieveling Plantation as shown on the subdivision plat do hereby amend the Bylaws of Schieveling Plantation Homeowners' Association, Inc.,

NOW THEREFORE the following provisions shall constitute approved amendments to the Declaration and covenants and restrictions encumbering the lots of the Schieveling Plantation, and the following additional provisions shall constitute approved amendments to the Bylaws of Schieveling Plantation Homeowners' Association, Inc.:

AMENDMENT TO DECLARATION

Section 46, "Duration and Amendment," of the Declaration of Covenants and Restrictions for Schieveling Plantation is amended and modified as follows:

Previous provisions, which are hereby deleted:

Amendment shall be by written instrument, signed by seventy-five (75%) percent of the Owners (multiple owners of a single Lot shall have one vote among them and the Developer shall have one vote for each Lot it owns), provided however, that the proposed Amendment shall first be approved by a majority of the Board of Directors of the Association

Amended provisions, which hereby replace the previous provisions:

This Declaration may be amended at any time if ten (10) days written notice of any proposed amendments or changes has been given to all the then Owners of residential lots in Schieveling Plantation, as shown on the subdivision plat which are subject to the provisions hereof, and such proposed amendment(s) has been (1) approved by the then Owners of two-thirds (2/3) of said residential lots, and (2) an instrument signed by the Association President has been recorded verifying such approval to change(s) of the covenants and restrictions in whole or in part. The Owner or Owners of lots shall have one (1) vote for each Lot owned.

Except as amended hereinabove, the remaining provisions of the Declaration as amended shall remain in full force and effect.

SIXTH AMENDMENT TO THE BYLAWS

Article V Section 3 of the Bylaws is changed as follows:

Previous provisions, which are hereby deleted:

Annual Assessment

(b) From and after January 1, 2000, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of two-thirds (2/3) of each class of members who are voting in person, at a meeting duly called for this purpose.

Amended provisions, which hereby replace the previous provisions:

Annual Assessment

(b) From and after January 1, 2022, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of two-thirds (2/3) of Class A members who are voting in person at a meeting duly called for this purpose or via a signed absentee ballot (in a form specified and approved by the Board). An absentee ballot will be available at least two weeks before a meeting called for this purpose, and the ballot can be returned to the Secretary at any time before the meeting. Annual budget documentation, along with supporting justification for the annual assessment, shall be made available at least 30 days prior to the date of the meeting. At least two weeks before the meeting an open Q/A session is to be held to discuss any concerns from lot owners.

Article V Section 4 of the Bylaws is changed as follows:

Previous provisions, which are hereby deleted:

Special Assessments

In addition to the annual assessment authorized by Section 2 of this Article, The Association may levy in any assessment year a special assessment, provided that any such special assessment shall have the assent of two-thirds of each class of members who are voting in person at a meeting duly called for this purpose. ...

Amended provisions, which hereby replace the previous provisions:

Special Assessments

In addition to the annual assessment authorized by Section 2 of this Article, The Association may levy in any assessment year a special assessment, provided that any such special assessment shall have the assent of two-thirds of each class of members who are voting in person at a meeting duly called for this purpose or by absentee ballot (in a form specified and approved by the Board). ...

Article VIII Section 1, "Duration" of the Bylaws is changed as follows:

Previous provisions, which are hereby deleted:

... Provided, however, this Declaration may be amended at any time if ten (10) days written notice of any proposed amendments or changes has been given to all the then Owners of residential lots in Schieveling Plantation, as shown on the subdivision plat which are subject to the provisions hereof and such proposed amendment(s) has been approved and an instrument signed by the then Owners of two-thirds (2/3) of said residential lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. The Owner or Owners of lots shall have one (1) vote for each lot owned.

Amended provisions, which hereby replace the previous provisions:

... Provided, however, this Declaration may be amended at any time if ten (10) days written notice of any proposed amendments or changes has been given to all the then Owners of residential lots in Schieveling Plantation, as shown on the subdivision plat which are subject to the provisions hereof, and such proposed amendment(s) has been (1) approved by the then Owners of two-thirds (2/3) of said residential lots, and (2) an instrument signed by the Association President has been recorded verifying such approval to change(s) of the covenants and restrictions in whole or in part. The Owner or Owners of lots shall have one (1) vote for each Lot owned.

Except as amended hereinbove, the remaining provisions of the Bylaws as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors and the Owners set forth below have caused this instrument to be executed within an effective date of 17th, October, 2023.

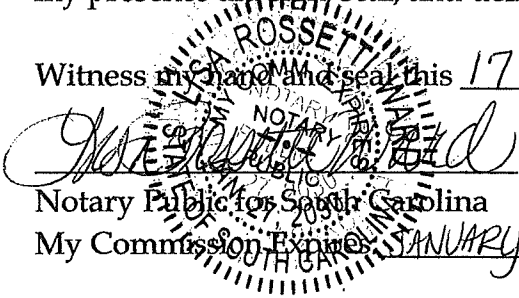
IN THE PRESENCE OF:

<u>Debra Christensen</u> Witness	Schieveling Plantation Homeowners' Association, Inc.
<u>Barbara Norman</u> Witness	By: <u>Matthew S. MacDonald</u> Title: <u>President</u>

STATE OF SOUTH CAROLINA)) COUNTY OF CHARLESTON)	PROBATE
--	----------------

Personally appeared before me the within named MATTHEW MACDONALD, who in my presence did sign, seal, and deliver the within written instrument.

Witness my hand and seal this 17 day of OCTOBER, 2023.


 Notary Public for South Carolina
 My Commission Expires: JANUARY 27, 2030

[Owner Signature Pages are attached hereto and incorporated herein.]