

Upon recording, please return to:

Please cross-reference to Declarations recorded at: Book C297
Page 282

The TOn Company
Attn: Joseph E. Barnes
159 Civitas Street
Mt. Pleasant, SC 29464

Book **K307**
Page 360

ABOVE SPACE FOR RECORDER'S USE

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR

I'ON

THIS AMENDMENT is made this 21st day of May, 2000.

WITNESSETH

WHEREAS, The I'On Company, LLC, a South Carolina limited liability company ("Founder"), executed that Declaration of Covenants, Conditions and Restrictions for I'On which was recorded on February 9, 1998 in Book C297, at Page 282, *et seq.*, in the Office of Mesne Conveyances for Charleston County, South Carolina ("Declaration"); and

WHEREAS, the Declaration has been supplemented to submit additional property to its terms by certain Declarations of Annexation recorded in the Office of Mesne Conveyances for Charleston County, South Carolina as follows:

Recording Date	Book	Page
7/22/98	K307	360
8/04/98	E308	752
3/04/99	R321	376
5/03/99	P325	334
11/05/99	G337	182
1/18/00	B341	477

WHEREAS, pursuant to Section 9-107 of the Declaration, for a period of five years after the date on which the Declaration was recorded, the Founder has the right to amend the Declaration for such purposes as do not materially adversely affect the title to any Lot or the rights specifically granted to Titieholders under the Declaration; and

WHEREAS, the Founder desires to amend the Declaration, as supplemented by that Declaration of Annexation recorded July 22, 1998 in Book K307, Page 360, *et seq.*, for the purpose of withdrawing from the coverage of the Declaration those lots described on Exhibit "A" to this Amendment, which lots are intended for commercial and recreational development (the "Commercial Lots"); and

WHEREAS, the Founder and the undersigned Owner are the owners of the Commercial Lots **and**, by their signatures below, they agree that this Amendment effecting such withdrawal does not materially adversely affect the title to such lots; and

WHEREAS, the Founder further desires to amend the Declaration for various other purposes that do not materially adversely affect the title to any Lot nor the rights specifically granted to Titieholders under the Declaration;

NOW, THEREFORE the Declaration is hereby amended as follows:

1.

Article II, I'On Assembly, Section 2-105 [Powers and Responsibilities of Association], is amended by inserting the following new subsection at the end of that section:

(e) **Wildlife** control. If and when the Assembly, the Founder, or its successors, assigns or designees, determine that it is Accessary for health and safety reasons or in order to protect property within I'On, the deer population and other wildlife may be controlled by lethal means, subject to applicable laws.

2.

Article III, Standards of Use, Conduct and Maintenance, §3-103 [Limitations on Rulemaking Authority], subsection (b), is amended by deleting the phrase "to require that all occupants be members of a single housekeeping unit and," so that subsection (b) shall now read as follows:

(b) Household Composition. No rule shall interfere with the freedom of persons to determine the composition of their households, except that the Assembly shall have the power to ~~require that all occupants be members of a single housekeeping unit~~ and to limit the total number of occupants permitted in each dwelling on the basis of the size and facilities of the dwelling and its fair use of the Commons.

3.

Article V, Easements, §5-103 [General Easements], is amended by inserting at the end of that section a new subsection, which reads as follows:

(f) Easement for Special Events. Founder hereby reserves for itself, its successors, assigns and designees, a perpetual, non-exclusive easement over the Commons for the purpose of conducting parades, running, biking or other sporting events, educational, cultural, artistic, musical **and** entertainment activities, and other activities of general community interest, at such locations and times as Founder, in its sole discretion, deems appropriate. By accepting title to or occupying a Lot subject to this Declaration, as it may be amended, each Titleholder and occupant of a Lot acknowledges and agrees that the exercise of this easement may result in a temporary increase in fraffic, noise, gathering of crowds, and related inconveniences. Neither the

Assembly, nor any **Titleholder** or occupant of any Lot, shall take any action that would interfere with or otherwise attempt to restrict the exercise of this easement.

4.

Article **IX**, Founder's Rights and Obligations, §9-106 [Right to Develop, Build and Market], is amended by deleting the word "and" after the word "vehicles" in the second sentence of that section and by inserting the phrase ", and the right to make and reproduce photographs of the Commons and private homes in marketing, advertising, and public relations efforts" at the end of the second sentence, so that the section now reads as follows:

For the duration of Founder's Rights and Obligations, Founder and members of the I'On Guild shall have the right to conduct **development**, construction, marketing and customer service operations within I'On in a customary and reasonable fashion. This includes the right to maintain construction and sales offices and model homes on Lots which they **own**, a right of access over the streets **and** rights-of-way within I'On by construction and supply vehicles, ~~and~~ the right to store materials and equipment related to such land development and construction on property owned by Founder or members of the FOn Guild, **respectively, and the right to make and reproduce photographs of the Commons and private homes in marketing, advertising, and public relations efforts**. However, it shall be incumbent upon those exercising these reserved rights to conduct their activities in ways respectful of the comfort and safety of the occupants of Real Property in I'On.

5.

Exhibit "A" to the Declaration, Definitions of Significant Terms, is amended by changing the definition of the term "Lot" to read as follows:

Lot: any subdivided plot of land within I'On intended for independent ownership and use, excepting the **Commons** and property dedicated to the public, and any unit within any condominium located in I'On.

6.

Exhibit **"B"** to the Declaration, as supplemented by the Declarations of Annexation referenced above, is hereby amended to delete **all** references to those **lots** described on Exhibit "A" to this **Amendment**, thereby withdrawing them from the coverage of the Declaration such that the terms of the Declaration shall no longer apply to such **lots**.

7.

Exhibit "D" to the Declaration, I'On Rules, Section **D-105** Signs, is amended by striking that section in its entirety **and** substituting the following in its place:

§D-105 Signs.

- (a) Each Lot may have posted, prior to **initial** occupancy, one sign setting forth the names of the Titieholder, builder, and architect and, **in** the case of a Lot owned

by Founder or a builder that is a member of the I'On Guild, such other signs as the Founder may approve; provided, any such sign(s) shall be removed not later than the time of initial occupancy of the Lot. The materials, size, location, lettering and manner of installation shall conform to such rules as Founder may establish.

- (b) In addition to signs authorized under subsection (a), each Lot that is offered for sale may have one sign posted on the Lot advertising the Lot for sale, subject to such limitations on materials, size, location, lettering, and manner of installation as may be set forth in architectural standards adopted by the Founder to supplement the I'On Code.
- (c) No other signs, except those required by law, may be posted on any Lot so as to be plainly visible from outside the Lot.

8.

Except as expressly set forth in this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Founder and the undersigned Owner have set their hands and seals as of the date first above written.

FOUNDER: THE I'ON COMPANY, LLC, a South Carolina limited liability company

BY: [Signature]
Joseph E. Barnes, its manager
ft

WITNESSES:

[Signature]
[Signature]

STATE OF SOUTH CAROLINA

CHARLESTON COUNTY

PERSONALLY appeared before me the undersigned witness and made the oath that (s)he saw the within-named THE I'ON COMPANY, LLC, a South Carolina limited liability company, by Joseph E. Barnes, its manager, sign, seal and deliver the within instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

[Signature]

Sworn to before me this 26 day
of April, 2000: *

Linda M. Steeman

Notary Public for the State of South Carolina

BKH 347PG659

My commission expires: 3/2/200

OWNER:

Ton Steeman LLC

BY: Jeffrey Pellegrino
Managing Member

WITNESSES:

Sarah Snowden

A. M. M. M.

STATE OF SOUTH CAROLINA

CHARLESTON COUNTY

PERSONALLY appeared before me the undersigned witness and made the oath that (s)he saw the within-named Jeffrey Pellegrino an officer by Peris Companies, its President, sign, seal and deliver the within instrument, and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Sarah Snowden

Sworn to before me this 4th day of May, 2000:

David Hartman
Notary Public for the State of South Carolina

My commission expires: My commission expires on 31 January 2002

EXHIBIT "A"

BKH 347PG660

Commercial Lots to be Withdrawn from Coverage of Declaration

Lots CM1, CM2, CM3, CM4, CM5, CM6, CM7, CM8, CM9, CV-1, and CV-2 and "Open Area-4,433 sq. ft.," all as shown on that certain plat entitled Final Subdivision Plat of Lots 137-155, CM1-CM9, CV-1, CV-2, of Phase I-B and Lot 10 of Phase I-A, Town of Mount Pleasant, Charleston County, South Carolina, dated July 15, 1998 and recorded on January 26, 1999 in the RMC Office for Charleston County, South Carolina, in Plat Book EC at Page 976;

TOGETHER WITH:

Lots CV-5 and CV-6 as shown on that certain plat entitled "Conditional Plat of Phase II, Subphases A-E, Town of Mount Pleasant, Charleston County, South Carolina, dated March 17, 1999 and recorded on April 19, 1999 in the RMC Office for Charleston County, South Carolina, in Plat Book ED at Pages 108 and 109.

Sooddy Law Firm

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J.W.

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FILED

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC