

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

Dec 18 10 57 AM '91

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF INDIGO FIELDS HOMEOWNERS ASSOCIATION RECORDED IN VOL. 628, PAGE 377 ON FEBRUARY 23, 1989, AND BY-LAWS OF INDIGO FIELDS HOMEOWNERS ASSOCIATION RECORDED IN VOL. 628, PAGE 393 ON FEBRUARY 23, 1989

This First Amendment to Declaration of Covenants Conditions and Restrictions and By-Laws of Indigo Fields Homeowners Association recorded in the R.M.C. for Dorchester County, South Carolina in Vol. 628, page 377, on February 23, 1989, is made by agreement of The South Carolina National Bank as a Member owning 52 Lots, which is in excess of seventy-five percent of the lots now subject to the Declaration of Covenants, Conditions and Restrictions and By-Laws of Indigo Fields Homeowners Association, together with authority given by the vote of all Members of INDIGO FIELDS HOMEOWNERS ASSOCIATION, INC. at a Special Meeting of the Members held in accordance with the By-Laws, Article II Section 2, made October 8, 1991.

The Declaration of Covenants, Conditions and Restrictions of Indigo Fields Homeowners Association recorded in the R.M.C. for Dorchester County, South Carolina in Vol. 628, page 377, on February 23, 1989, are hereby amended as follows.

A. The Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 3. is amended to clarify what future properties may come within the scope and meaning of the term "Properties" so that after amendment Section 3. shall read as follows:

Section 3. "Properties" shall mean and refer to that real property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association under the provisions of Article VI, Section 4, Annexation.

B. The Declaration of Covenants, Conditions and Restrictions, Article I, Definitions, Section 7. is amended to substitute The South Carolina National Bank in place of Indigo Fields, Inc. and in various particulars so that after amendment Section 7. shall read as follows:

ARTICLE I.

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10/25/91, rev. November

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
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18th
10:57 AM and recorded
728 page 229

JOHN G. SOUTHERLAND
REGISTER OF MESNE CONVEYANCES

Let:
Callison Tigue Robinson and
Attorneys at Law
1208 Washington St.
Columbia, S.C.
29201

Section 7. "Declarant" shall mean and refer to The South Carolina National Bank, or any person or entity who succeeds to the title of Declarant to any portion of the existing Properties by sale or assignment of all of the interests of the Declarant in the Properties, if the instrument of sale or assignment expressly so provides. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration, the Articles of Incorporation or Bylaws of the Association.

"Declarant" shall also mean, refer to any person or entity who succeeds to the title of Declarant to any tract or part of the future Properties by sale or assignment of all of the interests of the Declarant in that particular tract or part of the future Properties, if the instrument of sale or assignment expressly so provides. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration, the Articles of Incorporation or Bylaws of the Association but the exercise of such powers shall be limited to the particular tract or part of the future Properties sold to the person or entity acquiring title from The South Carolina National Bank. It is contemplated that there may be one or more than one such purchaser of tracts or parcels of the future Properties for development of lots to be annexed to the provision of this Declaration.

C. The Declaration of Covenants, Conditions and Restrictions, Article VI, General Provisions, Section 4., Annexation, is amended to clarify what future Properties may come within the scope and meaning of the term "Properties" and in various particulars so that after amendment Section 4. shall read as follows:

Section 4. Annexation. The Declarant Reserves the right to subject to this Declaration of Covenants, Conditions and Restrictions additional properties and to dedicate or deed additional "Common Areas" to the Association, provided at the time of such dedication or deeding, said "Common Areas" shall be free and clear of all liens and encumbrances other than reasonable and normal restrictions or easements.

If additional lots are annexed, Declarant's voting rights shall be based upon the total number of lots as from time to time may be subjected to the within Declaration of Covenants, Conditions and Restrictions.


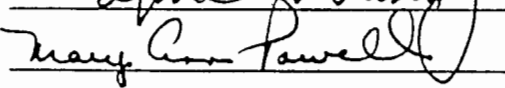
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The Additional lands which may be annexed by the Declarant by this reservation and without the consent of Members are those lands within the areas described in that certain deed to The South Carolina National Bank recorded in the Dorchester County Clerk of Court office on June 26, 1991, in Deed Book 872, page 77, provided, that in the event either FHA or VA or both has given its approval of the subdivision then whichever shall have issued approval of the subdivision shall determine that the annexation is in accord with any general plan which may be approved by them, and in the event that the South Carolina National Bank shall remain a "Declarant" as to any part of the Properties that The South Carolina National Bank shall determine that the annexation is in accord with any general plan which may be approved by it.

The additions authorized under this section shall be made by the filing of record a Supplementary Declaration with respect to the applicable portion of the Additional Lands which shall extend the scheme of the covenants and restrictions of this Declaration to such Additional Lands becoming part of the Property.

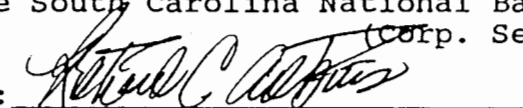
IN WITNESS WHEREOF, the undersigned has executed this agreement this 21st day of November, 1991.

WITNESSES:

The South Carolina National Bank
(Corp. Seal)

By:


Richard C. Adkins
Its Vice President

