

(except deeds of trust, mortgages, or similar security agreements) purporting to convey, transfer or assign any interest in land subject hereto shall contain appropriate language expressly subjecting the land within such conveyance, transfer or assignment to all the restrictions set forth herein. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions of Sections and Articles hereof are for convenience only and shall not be deemed to construe or limit the meaning of the language therein.

ARTICLE XIX.

AMENDMENT

Section 1. So long as Developer shall own one (1) or more Lot of Lots in Phase IX, Section II A, this Declaration may be amended at any time by an instrument signed by Developer and by not less than sixty (60%) percent of the Owners.

Section 2. At such time as Developer shall cease to own any Lots or Lot in Phase IX, Section II A, the vote of Developer shall no longer be necessary to amend this Declaration and same may thereafter be amended by an instrument signed by not less than sixty (60%) percent of the Owners.

Section 3. All Amendments shall be recorded in the same place and manner as the original of this Declaration.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its behalf this 20th day of January, 1983.

In the Presence of:

[Signature]
Barbara A. Belt

PEBBLEPART, LTD.,
a South Carolina Limited Partnership
BY: Pebble Creek Development Corp.,
a South Carolina Corporation,
General Partner

BY: [Signature]

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