

2. **Consent.** Johnson hereby consents, subject to the withdrawal rights reserved by Johnson as hereinafter set forth, to the annexation to the Crescent Covenants as set forth in paragraph 1 above, which Crescent Covenants were recorded in the Office of the Register for Deeds for Beaufort County on March 11, 1999 in Book 1146 at Page 751, as amended and supplemented from time to time. Provided Johnson does not further Subdivide (as hereinafter defined) the Property, Johnson reserves the right, for a period equal to the duration of The Crescent Covenants as set forth in Article X, paragraph 10.01 of said covenants, to unilaterally withdraw the Property from the Crescent Covenants at any time without notice and without the necessity of consent by any Person, including but not limited to Declarant, to the Association (as defined in The Crescent Covenants), to the Board (as defined in The Crescent Covenants), or to the Owners (as defined in The Crescent Covenants). Such withdrawal may only be accomplished by filing the form of withdrawal attached hereto as Exhibit C (the "Withdrawal Form"). If Johnson and/or any other party should ever file a plat of record that subdivides the Property into two or more lots and/or parcels ("Subdivide") prior to withdrawing the Property from The Crescent Covenants, this withdrawal right shall automatically terminate upon such subdivision of the Property. If Johnson should ever file the Withdrawal Form withdrawing the Property from the Declaration, such withdrawal shall fully, completely and absolutely terminate all rights, benefits, and obligations of Johnson and/or the Property as provided under the Declaration, including but not limited to rights of ingress and egress over the entrance(s) and roads of The Crescent (but such withdrawal shall in no way affect the life estate reserved by Mrs. Josephine Johnson on the portion of the Crescent known as Tract 7B if she is still alive at the time of withdrawal). Such rights of ingress and egress over the roads of The Crescent shall fully and completely terminate upon such withdrawal of the Property by Johnson notwithstanding whether or not the Property has any other means of access and Johnson acknowledges that neither Johnson, its successors and assigns, nor the Property shall be entitled to, either in law or in equity, any access of any kind over the roads of The Crescent upon such withdrawal.
3. **Homesite.** Declarant and Johnson agree that the Property may only be used for residential purposes. Further, Declarant and Johnson agree that the Property as it currently exists shall constitute one (1) Homesite (as defined in the Declaration) and that Johnson shall pay the annual assessment for one Homesite for the Property beginning on the date of this Sixth Amendment (with such annual assessment being pro-rated for the period remaining in the year 2002), unless and until such Property is further subdivided into two (2) or more lots and/or parcels in which event the number of "Homesites" shall increase accordingly.
4. **Ratification.** All terms and conditions of The Crescent Covenants referenced above are hereby ratified and confirmed by the Declarant herein and are made applicable to the property described in Exhibit "A."
5. **Successors; Assigns.** This Sixth amendment shall be binding and shall inure to the benefit of Centex and Johnson, their heirs, successors, and assigns.

Exhibit A

All that certain, piece, parcel and tract of land being 540.29 acres as shown on boundary plat entitled "A Boundary & Wetland Plat Of Crescent Plantation 540.29 Acres A Section Of Johnson Property" dated 8/7/97, prepared by Coastal Surveying Co., Inc. and recorded in the Office of the Register of Deeds for Beaufort County, SC in Plat Book 66 at page 147.

This property is in part the same property conveyed to Josephine W. Johnson, as Trustee of Malcolm J. Johnson Family Trust by Devise/Decent dated 10/-/80 and recorded in the records of the Probate Court of Beaufort County and amended in Will Index 408 recorded 2/11/83 and in part the property conveyed to Crescent Plantation Enterprises, L.P. by deed of Josephine Johnson dated July 17, 1998 and recorded in the Beaufort County Records in Book 1073 at page 1.

SAVE, EXCEPTING, AND EXCLUDING:

- 1) All that certain piece, parcel or lot of land situate, lying and being in Bluffton, Beaufort County, South Carolina and containing approximately 266.538 acres of land, as shown on a plat entitled "The Crescent Tract 1," said plat being dated 5/7/98, prepared by Coastal Surveying, Antoine Vinel, S.C.R.L.S. No. 9064, and having been recorded in the Beaufort County Records in Plat Book 66 at Page 156. For a more detailed description as to the metes, bounds and distances, reference is had to said plat of record. This property being the same property conveyed to Centex Homes by deed from Josephine W. Johnson, as Trustee of the Malcolm J. Johnson Family Trust and by Crescent Plantation Enterprises, L.P., dated September 21, 1998 and recorded in the Beaufort County Records for Beaufort County, South Carolina in Book 1087 at Page 1959 on September 23, 1998.
- 2) All that certain piece, parcel or lot of land, situate, lying and being in Bluffton, Beaufort County, South Carolina and containing approximately 50.02 acres of land, as shown on a plat entitled "A Boundary Survey of 50.02 Acres, a Section of The Crescent," said plat being dated March 2, 1999, prepared by Coastal Surveying Co., Inc., by Antoine Vinel, S.C.R.L.S. No. 9064, and having been recorded in the Beaufort County Records in Plat Book 69 at Page 106. For a more detailed description as to the courses, metes, bounds and distances, reference is had to said plat of record. This property being the same property conveyed to Centex Homes by deed from Josephine W. Johnson, as Trustee of the Malcolm J. Johnson Family Trust and Crescent Plantation Enterprises, L.P., dated April 1, 1999 and recorded in the Beaufort County Records for Beaufort County, South Carolina in Book 1156 at Page 483 on April 6, 1999.
- 3) All that certain piece, parcel or lot of land, situate, lying and being in Bluffton, Beaufort County, South Carolina and containing approximately 58.56 acres of land comprised of Area 1 consisting of 8.84 acres; Area 2 consisting of .3 acres; Area 3 consisting of .29 acres; Area 4 consisting of .11 acres; Area 5 consisting of 2.09 acres; Area 6 consisting of .65 acres; Area 7 consisting of .79 acres; and Area 8 consisting of 45.49 acres, as shown on a plat entitled "A Boundary Plat of The Crescent Tract III, Bluffton Township, Beaufort County, South Carolina," said plat being dated 9/29/99, prepared by Coastal Surveying Co., Inc., by Antoine Vinel, S.C.R.L.S. No. 9064, and having been recorded in the Beaufort County Records in Plat Book 71 at Page 150. For a more detailed description as to the courses, metes, bounds and distances, reference is had to said plat of record. This property being the same property conveyed to Centex

reference is had to said plat of record. This property being the same property conveyed to Centex Homes by deed from Josephine W. Johnson, as Trustee of the Malcolm J. Johnson Family Trust and by Crescent Plantation Enterprises, L.P., dated October 5, 1999 and recorded in the Beaufort County Records for Beaufort County, South Carolina in Book 1221 at Page 890 on October 7, 1999.

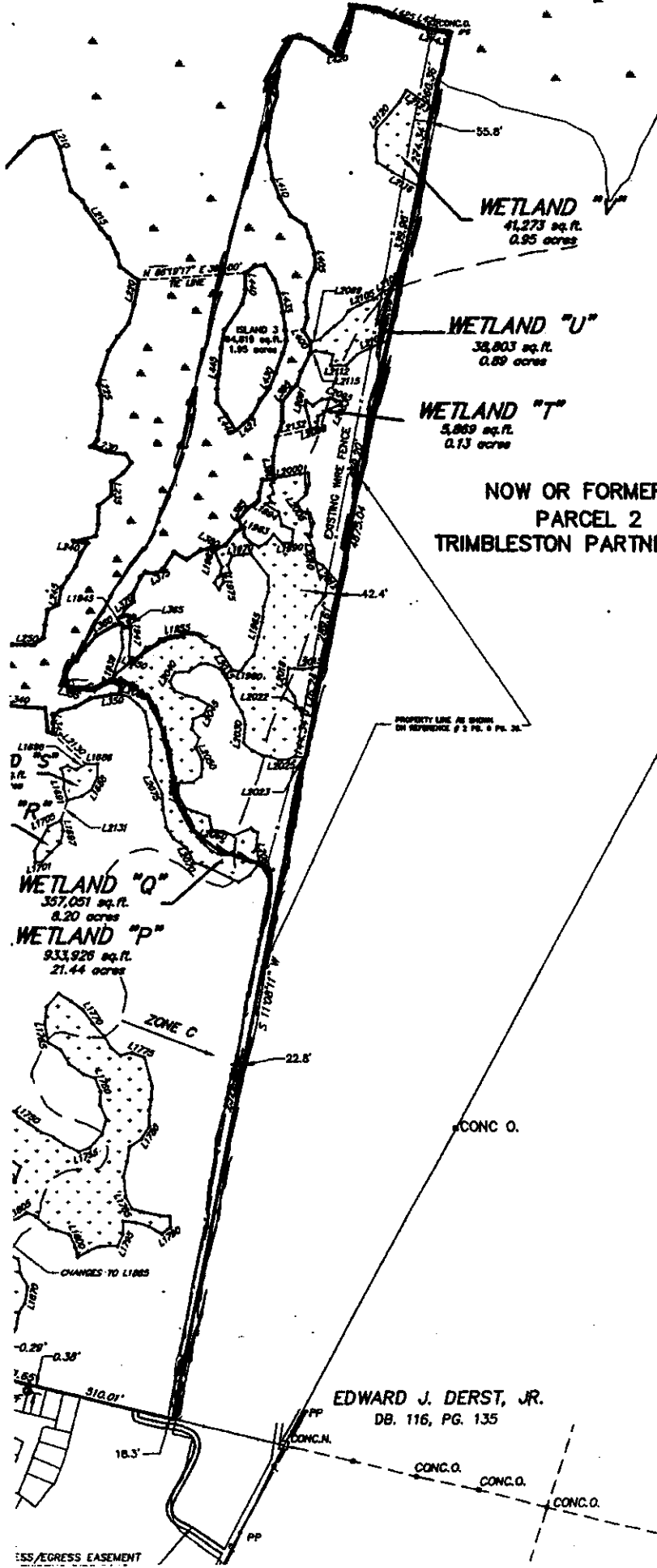
4) All that certain piece, parcel or lot of land, situate, lying and being in Bluffton, Beaufort County, South Carolina and containing approximately 50.02 acres of land, more or less, comprised of Area 1 consisting of 28.74 acres and Area 2 consisting of 21.28 acres, as shown on a plat entitled "A Boundary Plat of Tract 5 50.02 Acres, a Portion of The Crescent, Bluffton Township, Beaufort County, South Carolina," said plat being dated 3/15/00, prepared by Coastal Surveying Co., Inc., by Mark W. Thomas, S.C.R.L.S. No. 14531, and having been recorded in the Beaufort County Records in Plat Book 73 at Page 183. For a more detailed description as to the courses, metes, bounds and distances, reference is had to said plat of record. This property being the same property conveyed to Centex Homes by deed from Josephine W. Johnson, as Trustee of the Malcolm J. Johnson Family Trust and Crescent Plantation Enterprises, L.P., dated July 12, 2000 and recorded in the Beaufort County Records for Beaufort County, South Carolina in Book 1315 at Page 1062 on July 24, 2000.

5) All that certain piece, parcel or lot of land, situate, lying and being in Bluffton, Beaufort County, South Carolina and containing approximately 45.86 acres of land, as shown on a plat entitled "A Boundary Plat of Tract 4, The Crescent, 45.86 Acres, Bluffton Township, Beaufort County, South Carolina," said plat being dated 10/4/00, last revised 10/17/00, prepared by Coastal Surveying Co., Inc., by Mark W. Thomas, III, S.C.R.L.S. No. 14531, and having been recorded in the Beaufort County Records in Plat Book 76 at Page 75 on October 17, 2000. For a more detailed description as to the courses, metes, bounds and distances, reference is had to said plat of record. This property being the same property conveyed to Centex Homes by deed from Josephine W. Johnson, as Trustee of the Malcolm J. Johnson Family Trust and by Crescent Plantation Enterprises, L.P., dated November 8, 2000 and recorded in the Beaufort County Records in Book 1352 at Page 2393 on November 13, 2000.

6) All that certain piece, parcel or lot of land, situate, lying and being in Bluffton, Beaufort County, South Carolina and containing approximately 38.497 acres of land, more or less, shown as Tracts 6A, 7A & 7B on a plat entitled "A Boundary Plat of Tracts 6A, 7A and 7B, a Portion of The Crescent, Bluffton Township, Beaufort County, South Carolina" said plat being dated 4/4/01, prepared by Coastal Surveying Co., Inc., by Mark W. Thomas, III, S.C.R.L.S. No. 14531, and having been recorded in the Beaufort County Records in Plat Book 79 at Page 49. For a more detailed description as to the courses, metes, bounds and distances, reference is had to said plat of record. This property being the same property conveyed to Centex Homes by deeds from Josephine W. Johnson, individually and by Josephine W. Johnson, as Trustee of the Malcolm J. Johnson Family Trust and by Crescent Plantation Enterprises, L.P., dated March 11, 2002 and recorded in the Beaufort County Records for Beaufort County, South Carolina in Book 1554 at Page 1516 and Book 1554 at Page 1520 * on March 12, 2002.

TMS # 600-032-00

and Book 1554
at page 1523



SEE PLATBOOK 66 PAGE 147
 AND
 PLATBOOK 76 PAGE 75

E
 The development plan
 meets the requirements of the
 Standards Ordinance
 Article _____
 Certified by _____
 Date _____
 Recorator County Dev

Exhibit C

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) WITHDRAWAL FROM COVENANTS,
) CONDITIONS AND RESTRICTIONS

THIS WITHDRAWAL made as of the ____ day of _____, 20__ by _____, as Trustee of the Malcolm J. Johnson Family Trust; and by Crescent Plantation Enterprises, L.P. (hereinafter collectively referred to as "Johnson").

WITNESSETH:

WHEREAS, the property described on Exhibit A (the "Property") attached hereto and incorporated herein was submitted to the "Declaration of Covenants, Conditions and Restrictions for The Crescent" ("The Crescent Covenants") in the Office of the Register for Deeds for Beaufort County on March 11, 1999 in Book 1146 at Page 751, as amended and supplemented from time to time, by a Sixth Amendment to The Crescent Covenants dated March __, 2002 and recorded in the Office of the Register for Deeds of Beaufort County in Book ____ at page ____ (the "Sixth Amendment"); and

WHEREAS, Johnson reserved the right for a certain period as set forth in the Sixth Amendment to unilaterally withdraw the Property from The Crescent Covenants provided the Property had not been subdivided ("subdivided" means that no plat has been filed of record that subdivides the Property into two or more lots and/or parcels); and

WHEREAS, Johnson desires to withdraw the Property from The Crescent Covenants;

NOW, THEREFORE, the undersigned hereby (i) warrants and represents that the Property has not been subdivided ("subdivided" means that no plat has been filed of record that subdivides the Property into two or more lots and/or parcels); and (ii) removes the Property from being subject to The Crescent Covenants. The undersigned hereby declares that the Property from this day forward shall not be subject to The Crescent Covenants and The Crescent Covenants shall have no force or effect with respect to the Property. By so withdrawing the Property from The Crescent Covenants, the undersigned acknowledges and agrees that this Withdrawal fully, completely and absolutely terminates all rights, benefits, and obligations of Johnson and/or the Property as provided under The Crescent Covenants, including but not limited to rights of ingress and egress over the entrance(s) and roads of The Crescent. Such rights of ingress and egress over the roads of The Crescent are hereby fully and completely terminated by this Withdrawal notwithstanding whether or not the Property has any other means of access and undersigned acknowledges that Johnson, its successors and assigns, and the Property shall

