

STATE OF SOUTH CAROLINA) FIRST AMENDMENT TO
COUNTY OF CHARLESTON) DECLARATION OF COVENANTS and
RESTRICTIONS FOR HIDDEN RIVER ON THE ASHLEY

This First Amendment to Declaration of Covenants is made by PARK AT THE ASHLEY, LLC (herein Owner) and BEECHWOOD BUILDERS, INC (herein "Builder") In this Declaration the Owner shall be referred to as 'Declarant

WHEREAS by DECLARATION OF COVENANTS RESTRICTIONS FOR HIDDEN RIVER ON THE ASHLEY, dated December 20 2006 and recorded in Book at Page of the RMC Office for Charleston County South Carolina (herein the Declaration) the Owner and Builder did impose restrictive covenants upon the property known generally as Lots 1-40, 50-60, 116-131 of the PARK AT THE ASHLEY inclusive all as shown on a plat thereof entitled FINAL PLAT LOTS 1-40 50-60 116-131 THE PARK AT RIVER S EDGE (MULTI-FAMILY PHASE) CITY OF NORTH CHARLESTON CHARLESTON COUNTY SOUTH CAROLINA FOR CTM III LLC and recorded in the RMC/ROD Office in Plat Book EH at page 272 and 273

WHEREAS Section 10 5 of the DECLARATION OF COVENANTS RESTRICTIONS FOR HIDDEN RIVER ON THE ASHLEY provides in part that

- (b) Amendments by Lot Owners This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners and
(c) This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners All amendments must be recorded in the Charleston County RMC/ROD Office

WHEREAS the Owner/Declarant and Builder are one-hundred (100%) percent of the Lot Owners and the owners and title holders of one-hundred (100%) of the Lots

WHEREAS the Owner/Declarant and Builder desire to amend such DECLARATION OF COVENANTS and RESTRICTIONS FOR HIDDEN RIVER ON THE ASHLEY to amend the voting rights under Section 3 4 amend Section 7 1 and 9 45 as to the duties and responsibilities of the Association for exterior maintenance the duties and responsibilities of the Lot Owner and provide that the Association shall provide certain lawn maintenance for the Lots and the Lot Owner shall keep such lawn in good order and condition amend Article 8 to delete the duty of the Association to provide liability and hazard insurance for the Lots and amend Section 9 25 to reduce the number of pets allowed and amend Section 10 8 to specifically note that Remedies for Violation of the Restrictions contained within the Declaration apply any Owner or agent of such Owner an Occupant or Tenant

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that PARK AT THE ASHLEY, LLC (herein Owner) and BEECHWOOD BUILDERS, INC (herein "Builder"), as the owner of that certain property located in Charleston County State of South Carolina shown and designated as Lots 1-40, 50-60, 116-131 of the PARK AT THE ASHLEY inclusive all as shown on a plat thereof entitled FINAL PLAT LOTS 1-40 50 60 116-131 THE PARK AT RIVER S EDGE (MULTI-FAMILY PHASE) CITY OF NORTH CHARLESTON CHARLESTON COUNTY SOUTH CAROLINA FOR CTM III LLC and recorded in the RMC/ROD Office for Charleston County in Plat Book EH, Page 272 and 273 hereby amend the DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIDDEN RIVER ON THE ASHLEY as follows

Section 3 4 is deleted in its entirety and the following inserted in its place

Section 3 4 Voting Rights

The Association shall have two classes of voting membership as follows

Class A Class A members shall be all Owners except the Declarant Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3 3 above When more than one person holds such interest(s) in any Lot the vote attributable to such Lot shall be exercised as such persons mutually determine but in no event shall more than one vote be cast with respect to any such Lot

Class B The Class B members shall be the Declarant Park at the Ashley LLC The Class B members shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership under Section 3 3 above and (as to the Additional Property) five (5) votes for each additional Lot which the applicable zoning laws would allow the Declarant to create in the Additional Property owned by the Declarant and which the Declarant would have a right to submit to this Declaration

The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of the following events

- 1 When the total votes outstanding in Class A Membership equal the total votes outstanding in Class B Membership or
- 2 When the Declarant execute and record an instrument forfeiting its Class B Membership or
- 3 **December 31, 2010**

When a purchaser of an individual Lot(s) takes title thereto from the Declarant such purchaser becomes a Class A member

Section 7 1 is deleted in its entirety and the following inserted in its place

Section 7 1 Exterior Maintenance

In addition to maintenance of the Common Area the Association shall provide no exterior maintenance to or upon each Lot except for the seasonal maintenance (cutting) grass upon each Lot exterior post lights (excluding electricity therefore) and other exterior improvements Further the Owner of any Lot may at his or her election plant flowers in the front and rear beds established by the Declarant in developing the Lot provided that such maintenance by the Owner does not hinder the Association in performing its grass and lawn cutting the remaining yard spaces The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Association

The Association is hereby granted an easement right of access to go upon any Lot for performance of seasonal grass and lawn cutting

Article VIII is deleted in its entirety and the following inserted in its place

**ARTICLE VIII
INSURANCE**

Section 8 1 Insurance Coverage

Insurance shall be liability and hazard Coverage covering the improvements and activities on the open spaces and common areas and common properties No coverage shall be afforded individual Lots or the improvements thereon All insurance policies upon the Properties shall be purchased by the Association for the benefit of the Association and the Owners

The Association shall secure and maintain Public liability insurance with limits of liability of no less than One Million (\$1 000 000 00) Dollars per occurrence There shall be obtained such other insurance coverage as the Association shall determine time to time to be desirable and necessary

Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the monthly assessment described in Article V above

All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and shall provide for the insurance for damage to the facilities improvements and activities on the open spaces and common areas and common properties

Section 8 2 Fidelity Insurance or Bond

All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months assessments plus reserve accumulated

Section 9 25 is deleted in its entirety and the following inserted in its place

Section 9 25 Pets

No animals poultry swine, reptiles livestock birds or fowl shall be kept or maintained on any part of the Subdivision except dogs cats pet fish and birds which may be kept thereon in reasonable numbers (not to exceed two [2]) in any combination or total number of pets not to exceed two [2] as pets for the pleasure and use of the property Owner but not for any commercial use or purpose All animals when off of an Owner's premises must be kept on a leash as required by the laws and ordinances of the County of Charleston or the City of North Charleston and must not become a nuisance to other residents by barking or other acts Non-owners (e g renters or lessees) may not keep any pets on any part of the Property without prior written approval of the Lot Owner said approval to be filed with the Association

Section 9 45 is deleted in its entirety and the following inserted in its place

Section 9 45 Lawn Care and Other Maintenance Required by Owner

Each Owner shall keep his Lot(s) and all improvements located thereon in good order and repair including but not limited to seeding and watering of all lawns and grounds the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all such improvements in a manner consistent with proper maintenance and management No lawns grass weeds or underbrush shall be allowed to grow to a height exceeding six (6") inches on any Lot In the event an Owner violates this Section the Declarant and Association shall have all of the remedies set out in this Declaration including but not limited to those set out in Article V Section 5 3(c) of the Declaration An entry onto a Lot by the Declarant the Association or any of their agents employees servants or persons acting on their behalf to remedy a violation of this Section shall not be considered a trespass

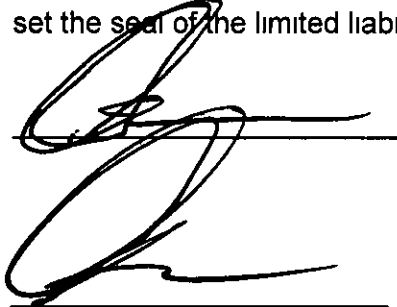
Section 10 8 is deleted in its entirety and the following inserted in its place

Section 10 8 Remedies for Violation of Restrictions

In the event of a violation or breach of any of these restrictions by any Owner or agent of such Owner an Occupant or a Tenant the Owners of Lots in the Subdivision or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event In addition to the foregoing the Declarant its successors and assigns shall have the right whenever there shall have been built on any Lot in the Subdivision any structure which is in violation of these restrictions to enter upon the Property where such violation exists and summarily abate or remove the same at the expense of the Owner if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner The Declarant and Association are hereby granted a perpetual easement across each Lot for the purposes of carrying out its responsibilities under this Section and any such entry and abatement or removal shall not be deemed a trespass The failure to enforce any rights reservation restriction or condition contained in this Declaration however long continued shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement Should the Declarant or Association employ counsel to enforce any of the foregoing covenants conditions reservations or restrictions because of a breach of the same all costs incurred in such enforcement including a reasonable fee for the Declarant s or Association s counsel shall be paid by the Owner of such Lot(s) in breach thereof

In all other respects the DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIDDEN RIVER ON THE ASHLEY shall remaining full force and effect

IN WITNESS WHEREOF Park at the Ashley, LLC by its Member/Secretary, Nancy Seppala as Declarant and Beechwood Builders Inc by its President Josh Seppala, as Builder have signed and set the seal of the limited liability company and the corporation on this 26th day of January 2006



PARK AT THE ASHLEY, LLC

Nancy Seppala
By Nancy Seppala
Member/Secretary



BEECHWOOD BUILDERS, INC

Josh Seppala
BY Josh Seppala
President

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me on this 26th day of January 2006 by Park at the Ashley LLC by Nancy Seppala its Member/Secretary and by Beechwood Builders Inc by Josh Seppala its President



Josh Seppala
Notary Public for South Carolina
My Commission Expires 2-29-2012

BK * T571PG556

RECORDER'S PAGE

NOTE This page **MUST** remain with the original document



FILED
February 2, 2006
12 33 23 PM
BK * T571PG551
Charlie Lybrand, Register Charleston County, SC

Filed By

J Stanley Claypoole, P A
Attorney at Law
2155 Northpark Lane
North Charleston SC 29406

DESCRIPTION	AMOUNT
MISC/AMEND	\$ 11 00
Postage	

TOTAL	\$ 11 00
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