

STATE OF SOUTH CAROLINA) **FIRST AMENDMENT TO THE RESTRICTIVE (D)**
) **COVENANTS, CONDITIONS AND EASEMENTS**
 COUNTY OF CHARLESTON) **APPLICABLE TO LAUREL LAKES SUBDIVISION**

Laurel Lakes Homeowners Association, Inc. ("LLHOA"), as successor to the developer and declarant of the Restrictive Covenants of the Laurel Lakes Subdivision, as recorded in Book P-276, Page 672, in the RMC Office for Charleston County hereby amends the Restrictive Covenants of Laurel lakes Subdivision to read as follows:

1. Paragraph 2 of the Declaration is amended as follows:

2. LAUREL LAKES HOMEOWNERS ASSOCIATION, INC.

The sentence stating "THE ANNUAL ASSESSMENT SHALL BE PAID NOT LATER THAN JANUARY 31 FOR ANY CALENDAR YEAR ON ALL LOTS OWNED BY ANYONE OTHER THAN THE DEVELOPERS" is hereby amended to state, "THE ANNUAL ASSESSMENT SHALL BE PAID NOT LATER THAN FEBRUARY 1 FOR ANY CALENDAR YEAR ON ALL LOTS, WITH A LATE FEE THEREAFTER OF \$10.00 PER MONTH UNTIL FULLY PAID." The rest of paragraph 2 shall remain in full force and effect.

2. Paragraph 5 of the Declaration is amended as Follows:

5. SWIMMING POOLS, WALLS AND FENCES

Swimming pools shall not be located nearer than ten feet to any lot line (and must be located in their entirety to the rear of the main dwelling) and shall not project with their coping more than two feet above the established grade of the lot. Fences, boundary walls and hedges shall not exceed eight feet in height from the rear building line to the rear property line. Fences shall have the finished side facing out. All fences must be approved, in writing, by the Association or by the Architectural Review Board (ARB) governed by the Association's Board of Directors as to materials, size and location prior to construction. Owner must provide ARB with drawing to scale and must obtain any required building Permit from the Town of Mount Pleasant prior to start of construction. Any work must begin within thirty (30) days of approval and be completed within sixty (60) days of start.

3. Paragraph 7 of the Declaration is amended as follows:

7. ARCHITECTURAL CONTROL

No construction, reconstruction, remodeling, alteration, or addition to the exterior of any structures, building, fence, wall, drive, or improvements of any nature shall be commenced without first obtaining the written approval of the Association or its assigns as to the location, plans and specifications of said improvements. As a prerequisite to consideration for approval, and prior to the beginning of the contemplated work, a complete set of the building plans and specifications must be submitted to the Association in such form and include such content as specified in the Association Architectural Guidelines. The Association shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations.

Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The Association or Lot Owners shall be entitled to stop construction in violation of these covenants.

4. Paragraph 9 of the Declaration is amended as follows:

9. SIGN BOARDS

No signs or sign boards shall be displayed except "For Sale", which signs shall not exceed 2 x 3 feet in size. No more than one (1) such sign shall be displayed on any one lot at the same time. No sign or any part thereof shall be placed at a height of more than four (4') feet above the established grade. The Association may erect a larger entrance sign for the Subdivision with the approval of the Town of Mt. Pleasant. Owners may apply to the Association for approval any additional signage to be placed in the rear of the property.

5. Paragraph 10 of the Declaration is amended as follows:

10. ANTENNA

No radio or television transmission towers or antenna shall be erected or permitted to remain within the restricted property. There shall not be located on any lot any type of freestanding antenna. No satellite or other type dish antenna shall be visible from the front of the dwelling.

6. Paragraph 18 of the Declaration deleted in its entirety.

7. Paragraph 20 of the Declaration is amended as follows:

20. PROHIBITION AGAINST OFFENSIVE CONDUCT OR NUISANCE

No noxious or offensive activity shall be carried on or upon any lot or other property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other Owners. There shall not be maintained any plants or animals, or any device or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereon. No nuisance shall be permitted or maintained upon any portion of the property. Regularly barking dogs shall be construed as a nuisance. Unleashed dogs that are outside of their owners' property shall be construed as a nuisance, which may result in pick-up, by Mt. Pleasant Animal Control Officers.

8. Paragraph 22 of the Declaration is amended as follows:

22. OTHER VEHICLE AND TRAILER PARKING ON LOT OR STREET

No boats (except those named within this paragraph), trailers, trailer house, recreational vehicle, mobile home, motor home, or habitable motor vehicle of any kind, school bus, truck (other than personal vans or pickups of one ton capacity or less) or any type of commercial vehicle shall be parked on any street, or on any lot (except within the confines of a garage)

or on any other property within Laurel Lakes Subdivision unless such area has been specifically designated for such purpose by the Association. All motor vehicles parked on individual lots shall be parked within the confines of the paved driveway or garage.

This clause shall not prohibit a temporary standing or parking of a trailer, boat or a trailer house, recreational vehicle or motor home for short periods preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Association shall have no obligation to furnish any designated area for such storage. Recreational trailers, boats, campers, or motor home maybe parked within the owners driveway from Friday evening to the following Monday morning. The following types of boats are permitted on the lakes within Laurel Lakes Subdivision, Jon boats with electric motors, paddle boats, canoes, Kayaks, sailboats and other like types.

9. Paragraph 23 of the Declaration is deleted in its entirety.

10. Paragraph 24 of the Declaration is amended as follows:

This paragraph is amended to delete every instance of the word "Developer" and to insert in its place in every instance the word "Association."

11. Paragraph 25 of the Declaration is amended as follows:

This paragraph is amended to delete every instance of the word "Developer" and to insert in its place in every instance the word "Association."

12. Paragraph 28 of the Declaration is amended as follows:

28. BASKETBALL GOALS, VOLLEYBALL NETS, ETC.

No basketball goals, volleyball nets, badminton nets or similar additions may be permanently installed between the front street line to the rear building line of any lot unless owner obtains permission, in writing, from his/her immediate neighbors. Said permission must be submitted to the Association for final approval. Said approval of the Association may be given or withheld at its sole discretion.

13. Paragraph 29 of the Declaration is amended as follows:

29. CORNER LOTS

This paragraph is hereby amended to delete every instance of the word "Developer" and to insert in its place in every instance the word "Association."

14. Paragraph 30 of the Declaration is amended as follows:

30. ENCLOSED DWELLING AREA REQUIREMENTS

No residence or dwelling shall be erected on any of the lots unless said residence or dwelling is constructed with a minimum of Sixteen Hundred Fifty (1650) square feet of total heated and cooled enclosed dwelling area. Window heating or air conditioning units are not permitted and will not be allowed to remain on any dwelling, with the exception of wall units which will be permitted for FROGS, one and one-half (1 1/2) story dwellings and sunroom additions.

15. Paragraph 31 of the Declaration is amended as follows:

31. TYPE OF CONSTRUCTION/ COMPLETION OF CONSTRUCTION

No trailer, mobile home, modular home, or pre-fabricated home shall be permitted on any lot; only site-built homes will be permitted.

All homes and other structures must be completed within six (6) months after the date of construction of same shall have commenced unless otherwise extended, in writing, by the Association, where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamity. This does not preclude a builder of speculative homes from leaving floors, walls or counter tops unfinished until sold. Dwelling must be one hundred (100%) percent completed prior to closing and occupancy.

16. Paragraph 32 of the Declaration is amended as follows:

This paragraph is hereby amended to delete every instance of the word "Developer" and to insert in its place in every instance the word "Association."

17. Paragraph 34 of the Declaration is amended as follows:

34. LANDSCAPE RESTRICTIONS

No tree having a diameter of six (6") inches or more (measured from a point two feet above the ground level) shall be removed from any lot without the express written authorization of the Association. The Association shall further have the authority to require any Owner removing a tree in violation of this clause to replace such tree with one of comparable size and of the same variety at his cost. This does not preclude the owner from removing any tree within five (5') feet of dwelling, unless tree is greater than twenty-four (24") inches around and tree is a live oak in nature. Removal of said oak requires permission from the Association and the Town of Mt. Pleasant. Prior to closing on the dwelling, the yard must be sod and landscaped from the street edge to the back edge of the dwelling.

18. Paragraph number 39 is added to read as follows:

39. VIOLATION AND ENFORCEMENT

The Association shall have the right to charge any owner of any lot a fine of \$25 dollars for each violation of these Restrictive Covenants, with continuing violations subject to additional fines at the discretion of the Association. The due date of each fine shall be stated in the written notice informing the owner of the violation. In addition to, or in lieu of, charging fines, the Association shall have the right to enter any lot for the purpose of correcting violations of these Restrictive Covenants, with the cost of correction to be at the expense of the owner. This right of the Association to enter and correct violations includes, but is not limited to, the right to hire a contractor to enter the lot and correct the violation (for example only, to mow/clean/repair unkempt yards, repair/replace unsightly mailboxes, etc.) and charge the owner for the reasonable cost of repair; and the right to tow or remove any motor vehicles, boats, trailers or other vehicles that are improperly parked or stored in violation of the Restrictive Covenants and charge the owner for the reasonable cost of towing or removing the vehicle. In addition to, or in lieu of, the remedies and rights of enforcement provided in this paragraph and elsewhere in these Restrictive Covenants, the Association and any lot owner shall have the right to enforce these Restrictive Covenants by bringing an action at law or equity to restrain the violation and/or to recover damages for any violation. The Association shall have the right to recover its reasonable attorney's fees and the costs of such action.

Unpaid fines, attorney's fees, costs, and any other expenses for which an owner is obligated to pay the Association as provided by these Restrictive Covenants, and as provided for in any ByLaws of the Association, shall become and remain a lien upon the owner's lot until paid in full. A violation of the Restrictive Covenants will not result in a forfeiture or reversion. Owners of lots in the Laurel Lakes Subdivision shall be solely responsible for ensuring that any tenants or other persons occupying or visiting their lots comply fully with these Restrictive Covenants at all times.

IN WITNESS WHEREOF, Laurel Lakes Homeowners Association, Inc. has executed this instrument this 1st day of May, 2001.

Laurel LAKES HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
David Gehr
Its: President

[Signature]
Witness
[Signature]
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

Before me, the undersigned Notary Public, personally appeared Laurel Lakes Homeowners Association, Inc., by David Gehr, its President, who executed the foregoing instrument this 1st day of May, 2001, and acknowledges that he executed the same.

SWORN and subscribed to before me this 1 day of May, 2001.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: August 9, 2000

Laurel Lakes ADA
1368 Woodlock Rd
Mt. Pleasant, SC

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC