

STATE OF SOUTH CAROLINA)
) AMENDMENT TO DECLARATION OF
) COVENANTS, CONDITIONS, AND
COUNTY OF CHARLESTON) RESTRICTIONS FOR HAMLIN PARK

WHEREAS, D.R. HORTON, INC.-CHARLESTON, a Delaware corporation ("Declarant") impressed certain restrictions on the subdivision known as Hamlin Park; said Declaration of Covenants, Conditions, and Restrictions for Hamlin Park ("Restrictions") having been recorded in the RMC Office for Charleston County in Book O-484 at page 206; and

WHEREAS, said Restrictions appear ambiguous as to certain alterations or improvements made to the Property; and

WHEREAS, Article XII, Section H, Item 3 of said Restrictions grants the Declarant the right to unilaterally amend the Restrictions to clarify the provisions of the Declaration, so long as it owns any of the Property, and subject only to FHA or VA approval (if applicable); and

WHEREAS, Declarant wishes to modify the Restrictions to clarify sections regarding alterations and improvements as stated below.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Declarant agrees to modify the Declaration of Covenants, Conditions, and Restrictions for Hamlin Park as follows:

1. Article IV, Section C entitled Maintenance shall be deleted in its entirety and replaced with the following:

In addition to other specified maintenance required herein, each Owner shall keep all parts of his Lot, including the Residence, clean and free of debris, and in good order and repair at such Owner's cost and expense. Such duties shall include, without limitation, repair or replacement of windows and doors, and exterior of the Residence. Each Owner shall also maintain all landscaping on his Lot and any portion of the Property bounded by his front Lot line, the continuation of his side Lot lines, to the paved portion of any road adjacent to his Lot and shall maintain the banks of any lake from the water level to such Owner's adjacent property line, with the exception of the mowing, blowing and trimming of the front and rear lawn of each Lot, which shall be provided by the Association.

The foregoing obligations shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Lot and the Residence in an

attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that cannot be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested by the Association.

If an Owner fails to maintain his Lot (including landscaping), his Residence, the adjacent road right-of-way or area between Lot and lake bank in good order and in a clean and attractive manner or to perform any other maintenance required hereunder, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to correct, repair, restore, paint, and maintain any part of such Lot or Residence, or the adjacent portion of the road right-of-way or area between Lot and pond at the Owner's cost and expense. The homeowner will be fined a fee of \$200.00 for every violation for the maintenance of their lot and payable upon receipt of invoice or statement therefore. No bids need be obtained for any of the work performed pursuant to this paragraph and the person(s) or company performing such work may be selected by the Association in its sole discretion. There is hereby created an easement in favor of the Association and its applicable designees over each Lot for the purpose of entering into the Lot in the performance of the work herein described provided notice requirements of this Paragraph are complied with.

2. Article IV, Section D, Item 1 shall be deleted in its entirety and replaced with the following:

General Rules of Law to Apply. Each wall built as a part of the original construction on the Townhome Units which serves and/or separates any two adjoining Townhome Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

3. Article VII, Section B, Item 2 shall be deleted in its entirety and replace with the following:

Improvements Subject to Approval. Construction, modifications and improvements subject to approval by the ARB or Developer, as applicable, specifically include, but are not limited to, painting or other alteration of the exterior appearance of a Residence and appurtenance including garages, storage facilities, doors, bath houses (including doors, windows and roof); installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of docks, fountains, swimming pools, screened enclosures, whirlpools, or other pools, recreational facilities, doors, addition of awnings, signs (whether located on the Lot or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation, patterned or brightly colored window coverings; alteration of the landscaping or topography of the Property, including without limitation, any cutting or removal of trees, planting or removal of plants, and creation or alteration of lakes or similar features of the Property; and all other

