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THIS THIRD AMENDMENT to the Covenants, Conditions, Restrictions, Reservations, Grants and Easements for Oak Ridge Place Townhouses (hereinafter referred to as the "Third Amendment") is made this 22ND day of MAY, 2006 by Oak Ridge Place Homeowner's Association, Inc. (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Summerville Homes, LLC having acquired the fee interest to the property, known as Oak Ridge Place, as more fully described in the Covenants, Conditions, Restrictions, Reservations, Grants and Easements for Oak Ridge Place Townhouses (hereinafter referred to as the "Covenants"), established said Covenants dated July 19, 2004 and recorded in the Charleston County RMC Office on October 26, 2004 in Book Z513 at Page 754; and

WHEREAS, pursuant to Article IV, Section 7 (4.07) of the Covenants, the Covenants may be amended by affirmative vote of not less than two-thirds (2/3) of the members entitled to vote upon such matter; and

WHEREAS, Summerville Homes, LLC retained control of two-thirds (2/3) of the total membership votes, apportioned as described in Article IV, Section 2 (4.02) of the Covenants on August 1, 2005, and Summerville Homes, LLC did on that date execute the First Amendment to the Covenants, Conditions, Restrictions, Reservations, Grants and Easements for Oak Ridge Place Townhouses (hereinafter the "First Amendment"), which was recorded on September 9, 2005, in the Charleston County RMC Office in Book C553, at Page 847; and

WHEREAS, a majority of the Residential Units in Oak Ridge Place had been sold by Summerville Homes, LLC by March 29, 2006 and, therefore, in order for the Covenants to be amended, an instrument was required to be signed by not less than two-thirds (2/3) of the total membership votes of the Owners, and the Association did on that date with the required votes execute the Second Amendment to the Covenants, Conditions, Restrictions, Reservations, Grants and Easements for Oak Ridge Place Townhouses (hereinafter the "Second Amendment"), which was recorded on APRIL 24, 2006 in the Charleston County RMC Office in Book 4580, at Page 84; and

WHEREAS, the Association desires to further amend the Covenants as more particularly set forth hereinafter; and

WHEREAS, by affirmative vote of the majority of the total membership votes of Owners in Oak Ridge Place Townhouses, as shown by Exhibit "A", attached hereto and incorporated

herein, and pursuant to the provisions of Article IV, Section 7 (4.07) of the Covenants, the Covenants are hereby amended as set forth more particularly hereinafter;

NOW, THEREFORE, for and in consideration of the premises and the benefits derived by the Association and each and every subsequent Owner of any of the property located in Oak Ridge Place Townhouses, the Association does hereby amend the Covenants as follows:

1. Section A, Synopsis of Oak Ridge Place HOA June 28, 2004, is deleted in its entirety.

2. Article III, Section 11 is deleted in its entirety and the following is substituted therefore:

3.11 No healthy living trees over six (6") inches around at the height of four and one-half feet (4 1/2') shall be cut or removed from any Residential lot without the approval of the Association and the appropriate governmental entities.

3. Article III, Section 12 is hereafter amended to delete the following sentence:

Also a 10' easement shall exist on the rear of each property for walking trail throughout the neighborhood.

4. Article IV, Section 3 is hereafter amended to delete the following sentence:

The ten (10) foot easement between lots X & W is intended for future street to adjoining property but may at the option of Summerville Homes, LLC be used for additional homes.

5. Article V, Section 7 is deleted in its entirety and the following substituted therefore:

4.07 The making of changes or amendments in these Covenants herein set forth, and the amendment, modification, and revocation thereof, all pursuant to the powers so to do granted or reserved to the Association, shall be only upon recommendation of its Board of Directors with the approval by affirmative vote of not less than two-thirds (2/3) of the members entitled to vote upon such matters. Provided, however, that no such amendments, modifications or revocations shall be effective without the written approval of Summerville Homes, LLC until Summerville Homes, LLC has divested itself of ownership of all property subject to these Covenants or January 1, 2010, whichever occurs first. Any requirement of these Covenants that conflicts with the guidelines or regulations of the United States Department of Housing and Urban Development or the Federal National Mortgage Association shall be null and void without the consent of the Summerville Homes, LLC or other members.

6. Article V, Assessments for Common Expenses is deleted in its entirety and the following is substituted therefore:

5.01 Summerville Homes, LLC, as initial owner of each Residential Unit now existing or to exist on the Property, hereby imposes upon each Residential Unit an obligation to pay assessments, which comprise the pro rata share of the expenses of the Association. There shall be two types of assessment: (1) a Regular Assessment in an amount as determined by the Association under Section 5.02, and any late fee or charges due thereon per Section 5.05, paid twice yearly per unit, to provide for the Association's regular operating costs; and (2) such Special Assessment as the Association may from time to time authorize by a special action requiring the affirmative vote of not less than two-thirds (2/3) of the Members entitled to vote, and any late fee or charges due thereon per Section 5.05. Summerville Homes, LLC or the Association shall have no power of assessment other than those mentioned above. Each subsequent owner of any home by acceptance of a deed to a Residential Unit covenants and agrees to pay to the Association these assessments. The assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them. Said lien shall be subordinate only to: (1) ad valorem tax liens on the lot and improvements in favor of any governmental assessing unit; and (2) a first and/or second mortgage encumbering the Residential Unit.

5.02 The amount of the Regular Assessment shall be set forth in the most recently approved Association budget, subject to the restriction that the amount of a Regular Assessment may not be changed within sixty (60) days of the date it is due. All Regular Assessments shall be fixed at a uniform rate for all Residential Units, except as hereinafter provided in Section 5.04. Copies of the most recently approved Association budget shall be provided to any person within ten (10) business days of receipt by the Association of written request for same. The Board may vote on a new budget at any meeting, provided no less than ten (10) days notice has been given to all Board members that a new budget will be considered at that meeting. The new budget shall take effect upon approval by affirmative vote of a majority of the Board members, subject to the sixty (60) day restriction above. Copies of any newly approved Association budget shall be distributed to all Members within the next ten (10) business days.

5.03 The Regular Assessment shall be due and payable twice every year, on the first day of January and again on the first day of July, unless such is not a business day, in which case the assessment will be due and payable on the next business day. A new owner's first Regular Assessment shall be pro-rated according to the purchase date the Residential Unit. The amount of this first assessment shall be adjusted according to the number of days remaining in the current six month assessment period.

5.04 Summerville Homes, LLC is the initial owner of each Residential Unit and as such shall be entitled to exercise all rights, and shall be burdened with all obligations, of any owner appurtenant thereto, until such time as Summerville Homes, LLC has conveyed title to such Residential Units to another person. It is anticipated that Residential Units owned by the Summerville Homes, LLC for sale shall be exempt from the payment of the assessments until sold, rented, or occupied as a residence. Such exemption shall not affect the voting rights of the Summerville Homes, LLC as a Residential Owner as provided for in Article IV, Section 4.02 of the Covenants.

5.05 Any assessment or charge, Special, Regular, or otherwise, not paid within forty five (45) days after the due date shall be increased to include a penalty of five (5%) percent per month from the due date. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and in either event: interest, costs, and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his or her Lot or vote against any assessment or increase in assessment.

5.06 The Association shall have, and is hereby given, power to require full payment of all sums due it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential Unit owned by such a Residential Owner.

5.07 The Association shall provide for the following maintenance from its operating funds:

- (a) lawn care of each Residential Unit, to include mowing, edging, and leaf-blowing as the Association deems necessary, and twice annual pine straw application to plant beds, but not trimming of plants or weeding
- (b) maintenance of Common Areas including ponds

7. Article VI, Section 3 (6.03) is amended to include the following paragraph:

The Association has the right (but not the duty) to require any Residential Owner to provide documentation of insurance coverage of any Residential Unit owned by said Residential Owner within sixty (60) days of the Association's written request for such documentation. Failure of a Residential Owner to provide such requested documentation may be considered by the Association as failure by the Residential Owner to carry such insurance under Section 6.05, below.

This Third Amendment shall be retroactive as to those Residential Units sold from Summerville Homes, LLC to a new Owner prior to the date on which the Third Amendment is filed and as of the date of filing of the Covenants.

All other provisions and terms of the Covenants shall remain in full force and effect and shall apply fully and completely to Oak Ridge Place Townhouses.

IN WITNESS WHEREOF, Oak Ridge Place Homeowner's Association, Inc. has caused this instrument to be executed by its authorized officer this 22nd day of May, 2006.

Matt C. Kelley
Jim Smith

OAK RIDGE PLACE HOMEOWNER'S
ASSOCIATION, INC.

Brian R. Kelley
 By: Brian R. Kelley
 Its: President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Oak Ridge Place Homeowner's Association, Inc., by Brian Kelley, its President, sign, seal and as its act and deed, deliver the same, and that (s)he with the other witness above named, witnessed the execution thereof.

Matt C. Kelley

SWORN to before me this
22nd day of May, 2006.

Synthia M. Boots
 Notary Public for South Carolina
 My Commission Expires: April 11, 2015

EXHIBIT "A"

This Third Amendment has been approved by those persons owning a majority of the Residential Units as shown by the following signatures.

MEMBERS:

B. R. Kelly

Pat Spatt

George Lowden

Lois Johnson

Harriet L. Hill

Brenda L. McQuinn

Karen J. Crider

Christine Thorne

~~Bob A. Dool~~

Mary Callen

Marje Smith

Charles Douglas Ward

Addresses:

107 Manning Ct

113 Manning Ct

123 Manning Ct.

111 Manning Ct.

131 Manning Ct.

109 Manning Ct.

102 Manning Court

119 Manning Ct.

121 Manning Ct.

129 Manning Ct.

125 Manning Ct

103 MANNING CT

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RECORDER'S PAGE

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



Filed By:

OAK RIDGE PLACE HOA
107 MANNING CT
SUMMERVILLE SC 29483

FILED

May 23, 2006

11:39:49 AM

BK M 584PG696

Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
MISC/AMEND	\$ 12.00
Postage	

TOTAL	\$ 12.00
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DRAWER:

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