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FILED-RECORDED
STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)
2006 OCT 17 PM 12:58
FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, RESTRICTIONS, RESERVATIONS,
GRANTS AND EASEMENTS FOR LIMEHOUSE VILLAS

MARGARET L. BAILEY
FIRST AMENDMENT SC
THIS FIRST AMENDMENT to the Declaration of Covenants, Restrictions, Reservations, Grants and Easements for Limehouse Villas (hereinafter referred to as the "First Amendment") is made this 17 day of October, 2006 by Summerville Homes, LLC (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Summerville Homes, LLC having acquired the fee interest to the property known as Limehouse Villas, as more fully described in the Declaration of Covenants, Restrictions, Reservations, Grants and Easements for Limehouse Villas (hereinafter referred to as the "Covenants"), established said Covenants dated January 30, 2006 and recorded in the Office of the Register of Deeds for Dorchester County on January 30, 2006 in Book 5169 at Page 072; and

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

WHEREAS, Declarant retains control of two-thirds (2/3) of the total membership votes apportioned as described in Article V, Section 4 of the Covenants; and

WHEREAS, Declarant desires to amend a portion of the Covenants as more particularly set forth hereinafter.

WHEREAS, Declarant desires to amend a portion of the Covenants as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Declarant and each and every Owner and subsequent Owner of any of the property located in Limehouse Villas, the Declarant does hereby amend the Covenants as follows:

Article V, Section 1 shall be amended as follows:

5.01 Declarant, 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 three types of assessments: (1) a one time Initiation Assessment in the amount of Two Hundred Fifty and No/100 (\$250.00) Dollars for the Association's reserves to be paid at the first closing of each new unit; (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


Summerville Homes, LLC
136 W. Richardson Ave
Summerville, S. C. 29483

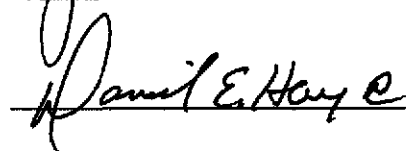
entitled to vote; (3) Regular Assessment currently set in the amount of Fifty-Five and No/100 (\$55.00) Dollars, and any late fee or charges due thereon, per unit, per month, to provide for the Association's regular operating costs, the amount of which may be adjusted by a special action requiring the affirmative vote of not less than two-thirds (2/3) of the Members entitled to vote. The Declarant or the Association shall have no power of assessment other than those mentioned above in this First Amendment. 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 Residential Units and shall be a continuing lien upon the Residential Units 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 Residential Unit 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.

This First Amendment shall be retroactive as to those Residential Units sold by Summerville Homes, LLC to a new owner prior to the date on which the First Amendment is filed and as of the date of filing of the Covenants, said date of filing being January 30, 2006, with the exception of 5.01 subsection 3, which shall not come into effect until December 1, 2006.

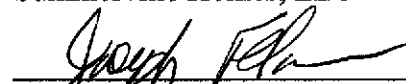
All other covenants, conditions, restrictions, reservations, grants and easements as contained in the Covenants shall remain in full force and effect and shall apply fully and completely to Limehouse Villas.

IN WITNESS WHEREOF, Summerville Homes, LLC has caused this instrument to be executed by its authorized officer this 17 day of October, 2006.





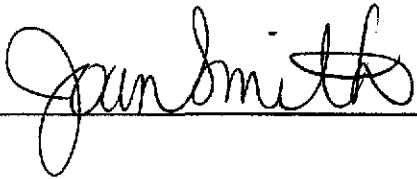
Summerville Homes, LLC




 By: Joseph Florencio
 Its Chief Operating Officer

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Summerville Homes, LLC, by Joseph Florencio, its Chief Operating Officer, 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.



SWORN to before me this
17 day of October, 2006.


Notary Public for South Carolina
My Commission Expires: March, 2010