



written notice and a thirty (30) day right for the Owner to make a written appeal to the Board. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit. (In the event that any occupant, guest, or invitee of an Owner violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; however, if the violator does not pay the fine within the time period the Board sets, the Owner shall pay the fine upon notice from the Board.);

(ii) suspending an Owner's right to vote;

(iii) suspending any services the Association provides to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(iv) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Unit that violates Article V and to restore the Unit to its previous condition and, upon the Owner's failure to do so, the Board or its designee shall have the right to enter the property, remove the violation, restore the property to substantially the same condition as previously existed, and levy a Specific Assessment against the Owner's Unit in accordance with Section 9.3. Any such action shall not be deemed a trespass;

(vi) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article V and the Architectural Guidelines from continuing or performing any further activities in the Community; and

(vii) levying a Specific Assessment against an Owner in the manner provided in Section 9.3 to collect any costs the Association incurs in curing any violation, plus a reasonable administrative fee to discourage noncompliance, or to collect any fine that remains unpaid for a period of 10 days or more.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of complying with the procedures set forth in the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to perform his or her maintenance responsibility properly, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs the Association incurs against the Unit and the Owner as a Specific Assessment pursuant to Section 9.3. Except in an emergency situation,

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

B. Except as provided above, the remaining Restrictions set forth in the Declaration of Covenants, Conditions and Restrictions, as amended, for The Peninsula shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant hereby comprises the above Amendment to Declaration of Covenants, Conditions and Restrictions for The Peninsula this 6th day of January, 2005.

IN THE PRESENCE OF:

D.R. HORTON, INC., a Delaware corporation

Mary L Barnett  
[Signature]

[Signature]  
BY: PHILIP SHIVELY  
Its: CITY MGR.

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BERKELEY      )

ACKNOWLEDGEMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the said D.R. HORTON, INC., a Delaware corporation, by Richard Shively City Manager appeared before me this 6th day of January, 2005 and acknowledged the due execution of the foregoing instrument.

SUBSCRIBED to and sworn before me this 6th day of January, 2005.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 10.14.09

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 6th day of Jan 2005  
at 12:26 P M and recorded  
in book 4514 page 346  
MARGARET L BAILEY  
REGISTER OF DEEDS

