

STATE OF SOUTH CAROLINA) **AMENDMENT TO DECLARATION OF COVENANTS**
) **CONDITIONS AND RESTRICTIONS FOR**
COUNTY OF DORCHESTER &) **THE LAKES TOWNHOMES**
COUNTY OF CHARLESTON)

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES TOWNHOMES being entered into this ____ day of December, 2005 by LAKES OF SUMMERVILLE, LLC (hereinafter referred to as "Declarant").

WITNESSESTH:

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for The Lakes Townhomes dated May 6, 2002 and recorded in the RMC Office for Dorchester County on May 11, 2004 in Book 4130 at Page 36 with the ByLaws being recorded in Book 4130 at Page 12 and recorded in the RMC Office for Charleston County in Book A494 at Page 111 with the ByLaws being recorded in Book C494 at Page 19; and

WHEREAS, under Article XIII, Section 3 the Declarations may be amended by an instrument signed by the Owners entitled to not less than sixty-seven (67%) percent of the votes eligible to be cast at the time of the amendment. The Declarant presently is entitled to more than sixty-seven (67%) percent of the vote and further desires to amend the Declarations so as to change the way water and sewer bills will be paid. Previously the water bills were paid by the Association. Certain Owners had abused or were negligent in conservation of water with certain Owners incurring excessively large water and sewer bills which was resulting in the Homeowners Association having to increase the assessments to cover the excessive water and sewer bills. Declarant was of the opinion that all of the Owners should not have to bear any additional costs for certain Owners who were using excessive water and believed it was in the best interest of all of the Owners that each Owner pay its own water bill.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the above premises, Declarant hereby amends the Declaration Of Covenants, Conditions And Restrictions For The Lakes Townhomes as follows:

1. ARTICLE V, Section 2 is hereby amended to read as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Townhome Common Areas and of the exterior of the dwellings including the maintenance, repair, and reconstruction of private streets, driveways, walks, street lights, parking areas, the cutting and removal of weeds and grass, and the removal of trash

and rubbish, and for the exterior maintenance of the residences situated upon the Properties, as hereinafter provided, all for the use and enjoyment of the Townhome Common Area, including, but not limited to, the cost of repairs, replacements, and additions; the cost of labor, equipment, materials, management, and supervision; the payment of taxes and public assessments assessed against the Townhome Common Area. Assessments will not be used to pay the water bills and sewer bills for the Lots in The Lakes Townhomes. In addition, the assessments may be used for the procurement and maintenance of insurance in accordance with this Declaration; the employment of attorneys to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements, including, without limiting the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible; and such other needs as may arise. The assessments shall also include the amount of assessments charged by the Master Association for the individual townhome Lots, with the result being that a townhome Owner will pay one assessment to the Townhome Association which in turn will pay the collected assessments for its townhome Members to the Master Association.

2. All other terms and conditions of the original Declaration Of Covenants, Conditions And Restrictions For The Lakes Townhomes not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LAKES OF SUMMERVILLE, LLC

BY: SUNBURST PROPERTIES, INC.,
A FLORIDA CORPORATION,
ITS SOLE MEMBER

BY:

STAN WALKER
ITS: PRESIDENT

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF DORCHESTER

The foregoing instrument was acknowledged before me this _____ day of December, 2005, by STAN WALKER, President of SUNBURST PROPERTIES, INC., A FLORIDA CORPORATION, Sole Member of LAKES OF SUMMERVILLE, LLC, a South Carolina limited liability company, on behalf of said limited liability company.

Notary Public for SC
My Comm. Expires: