

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AMENDMENT OF DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR RIDGE POINTE

[Cross Reference: Book 3624, at Page 2968;
Book 3883, at Page 176;
Book 3729, at Page 2904]

THIS Amendment of Declaration of Covenants, Restrictions and Easements for Ridge Pointe ("Amendment of Declaration") entered into effective the 7th day of October, 2014, by Lennar Carolinas, LLC, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, by Declaration of Covenants, Restrictions and Easements for Ridge Pointe, recorded December 6, 2012 in the Office of Register of Deeds for Horry County ("ROD") in Book 3624, at Page 2968, as amended and supplemented by instruments recorded in the ROD in Book 3683, Page 176 and in Book 3729, Page 2904 (collectively, the Declaration"), the Declarant made certain properties in Charleston County, South Carolina subject to the Declaration; and

WHEREAS, pursuant to Section 13.1 of the Declaration, the Declarant reserved the right to amend the Declaration during the Declarant Control Period, as therein provided; and

WHEREAS, pursuant to the authority granted in Section 13.1 Declarant does hereby amend the Declaration as herein provided.

KNOW ALL MEN BY THESE PRESENTS THAT the Declarant does hereby declare as follows:

1. Definitions. The words used in this Amendment of Declaration, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration, as amended and supplemented hereby.
2. Amendment of Section 15.6. The Section 15.6 is deleted in its entirety and a new Section 15.6 is substituted therefore, which shall read as follows:

15.6 Authority and Enforcement. Subject to the provisions of Section 15.6(a) hereof, upon the violation of this Declaration, the Bylaws, or any rules and Regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board will have the power (1) to impose reasonable monetary fines which will constitute an equitable charge and a continuing lien as a Specific Assessment, (2) to suspend an Owner-Member's right to vote in the Association, (3) to suspend an Owner's right, or the right of any Occupant of an Owner's Unit, to use any of the Limited Common Areas, or (4), in the case of a default in payment of any Assessment due, to suspend an Owner's or applicable Occupant's cable TV service if such is provided by the Association or by a service provider under contract with the Association and for which payment thereunder is a Common Expense of the Association. The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the roadways and streets that may be maintained by the Association in the manner of Limited Common Areas until dedicated to governmental authority will not be terminated hereunder. An Owner or applicable Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any

such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

(a) Procedure. Except with respect to the failure to pay Assessments, including late charges and interest, the Board will not suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant for violations of the Declaration, By-Laws, or any rules and Regulations of the Association, or impose a fine in excess of \$100 per occurrence of the event or condition giving rise to the imposition of a fine for each day more than five (5) days after a decision is rendered following the hearing provided in Section 15.6(a)(iii), unless and until the following procedure is followed:

(i) Demand to Cease and Desist. Written demand to cease and desist from an alleged violation will be served upon the Owner responsible for such violation specifying:

(A) The alleged violation;

(B) The action required to abate the violation; and

(C) A time period of not less than five (5) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(ii) Notice of Hearing. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice, in accordance with the notice provisions of Section 15.21 of this Declaration, of a hearing to be held by the Board in executive session. The notice will contain:

(A) The nature of the alleged violation;

(B) The action required to abate the violation; and;

(C) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(iii) Hearing. The hearing will be held in executive session by an adjudicatory panel appointed by the Board, or if no adjudicatory panel is appointed by the Board, the hearing will be before the Board itself sitting as the adjudicatory panel. The party charged will be afforded an opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if the officer, director, or other individual who delivered such notice enters a copy of the notice together with a statement of the date and matter of delivery. The notice requirement will be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any. The decision shall be final.

(b) Self Help. The Association may exercise self-help to cure violations (specifically including, but not limited to, the towing, booting or immobilization of Owner and Tenant vehicles that are in violation of parking rules pertaining to the Units, the Common Areas and any private sidewalks, roads and rights-of-way within the Common Areas, and sidewalks, roads and rights-of-way prior to their turnover to and acceptance by a public authority for ownership and maintenance) and may suspend the right of an Owner to use any Common Areas (except legal access to the Owner's Unit) within the Property if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge due to the Association.

(i) Easement in Support of Self Help. The Association shall at all times have the right and easement to go upon any Unit for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the Architectural Guidelines applicable to the Property. Any entry onto any Unit for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity.

(c) Association's Discretion. The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions, or in any case in which the Board reasonably determines that it is not in the best interest of the Association to pursue its remedies at law or in equity. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

3. Declarant's Certification. Declarant does hereby certify that the Declarant Control Period has not terminated and the within amendment is executed pursuant to its sole authority to do so.

4. Effective Date; Completeness. This First Amendment of Declaration shall become upon the recording hereof in the ROD. Except as herein provided, the Declaration shall remain in full force and effect, and as amended and supplemented hereby, shall constitute the complete text of said instrument as of the date hereof.

[Remainder of Page Purposely Blank]

IN WITNESS WHEREOF, the undersigned Declarant has hereby caused this instrument to be signed, sealed, and delivered as of this 7 day of October 2014.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Bozzelli
Witness Number 1

Cheryl A Williams
Witness Number 2

DECLARANT

LENNAR CAROLINAS, LLC, a Delaware limited liability company

By: J. Byham (SEAL)

Name: JASON BYHAM

Title: VP

STATE OF South Carolina)

COUNTY OF Berkley)

I, Cheryl A Williams, a Notary Public for South Carolina do hereby certify that Jason Byham, the VP of Lennar Carolinas, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 7 day of October, 2014

Cheryl A Williams (SEAL)

Notary Public for South Carolina
My commission expires: 7/10/23

(AFFIX SEAL)

