

Revised Covenants – Effective Nov. 9, 2011

STATE OF SOUTH CAROLINA) AMENDMENT TO THE DECLARATION
)
COUNTY OF HORRY) OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 FOR THE LAKES SUBDIVISION

Dated this 7th day of November 2011 by the Lakes Property Owners Association, Inc., a South Carolina non-profit corporation, ("Association").

WITNESSETH

WHEREAS, the Co-Owners (hereinafter referred to as Co-Owners) of the Lakes Property Owners Association, Inc. (hereinafter referred to as the "Association") have voted to amend the original Declaration Of Covenants, Conditions, Restrictions And Easements for the Lakes Subdivision dated January 30, 1989 and recorded in the Office of the Register of Deeds for Horry County on February 23, 1989 in Deed Book 1289 at Page 272, as amended, (hereinafter referred to as the "Restrictive Covenants"); and,

WHEREAS, pursuant to Article V Section 2 of the Restrictive Covenants, the amendment must be voted on at a duly called meeting of the Association after due notice to the Co- Owners. In order to become effective the amendment must be approved by a vote of at least sixty-seven (67.00%) percent of the members in good standing that vote, either in person or by proxy, on the proposed Amendment; and ,

WHEREAS, a duly called meeting of the Association was held on October 22, 2011 pursuant to the proper Notice to the members of the Association dated September 20, 2011 wherein more than sixty-seven (67.00%) percent of the members of the Association voted in favor of the following amendments to the Restrictive Covenants for The Lakes Subdivision; and,

WHEREAS, by signing this amendment the President and Secretary do hereby certify that the following amendments were duly adopted by the Association and,

WHEREAS in order to be effective the amendments must be recorded and this Fifth Amendment is intended to comply with all requirements as set forth in the Declaration Of Covenants, Conditions, Restrictions And Easements for the Lakes Subdivision.

NOW, THEREFORE, in consideration of One and No/100 (\$1.00) and the above stated premises, the Association hereby amends the Declaration Of Covenants, Conditions, Restrictions and Easements for the Lakes Subdivision as follows:

Instrument#: 2011000113567, DEED BK:
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at 01:43:14 PM, 1 OF 4 BALLERY V.
SKIPPER, HORRY COUNTY, SC
REGISTRAR OF DEEDS

ARTICLE II, SECTION 14, shall be amended as follows:

Article II, Section 14 shall be deleted in its entirety and replaced with the following:

(a) Trailers of all types and sizes, boats (except those described in Sub-section (b) below) and watercraft on trailers, habitable motor vehicles, campers, school buses, motorcycles, trucks and commercial vehicles having more than six wheels, and/or having a gross vehicle weight rating of 4,536 kilograms (10,001 pounds) or more, shall not be kept, stored or parked overnight on any street or lot, except within enclosed garages. Non-commercial vehicles, otherwise known as light trucks with an open body and low sides are exempt from this requirement. Registered or documented boats on trailers, motor homes and campers will be allowed to be stored for up to 48 hours per month in the driveway for the purposes of cleaning and restocking.

(b) Small unlicensed watercraft in general are described by South Carolina Boating Laws as those that are propelled only by human power with oars, paddles or similar devices. Small watercraft such as paddleboats, kayaks, jon boats and canoes shall be exempt from this covenant but shall not be physically located or stored in any manner in the front yard of a residence.

ARTICLE V, SECTION 3, shall be amended as follows:

Article V, Section 3 shall be deleted in its entirety and replaced with the following:

(a) Enforcement. Each lot owner shall comply strictly with the Covenants, Conditions, Restrictions and Easements set forth in the Declaration Of Covenants, Conditions, Restrictions And Easements for the Lakes Subdivision. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Property Owners Association by and through it's Board of Directors, the Architectural Control Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach accruing prior or subsequent thereto and shall not bar or affect its enforcement. The prevailing party in any action brought to enforce any rights, reservations, restrictions or conditions contained in the Declaration Of Covenants, Conditions, Restrictions And Easements for the Lakes Subdivision shall be entitled to recover its reasonable attorneys fees and costs.

(b) Penalties. In addition to such other rights as are specifically granted under the Declaration, the Association shall have the power to impose reasonable monetary fines, not to exceed \$25 for each written notice of a violation of the Declaration of Covenants, Conditions, Restrictions and Easements, the Rules and Regulations as enacted by the Board of Directors and approved by the Members in accordance with Article V Section 2, of the Restrictive Covenants as amended and the Architectural Control Committee Guidelines, which fine shall constitute a lien upon the property of the owner and further, the Association may suspend an owner's right to vote so long as said violation exists. In the event that any occupant, tenant, employee, guest or invitee of the property owner violates the Declaration of Covenants, Conditions and Restrictions, Rules and Regulations as enacted by the Board of Directors and approved by the Members in accordance with Article V Section 2, of the Restrictive Covenants as amended and the Architectural Control Committee Guidelines and a fine is imposed, the Owner shall be responsible for the payment of said fine.

(c) Notice. Prior to the imposition of certain sanctions or fines under the Declaration of Covenants, Conditions and Restrictions, Rules and Regulations as enacted by the Board of Directors and approved by the Members in accordance with Article V Section 2 of the Restrictive Covenants, as amended and the Architectural Control Committee Guidelines, the Board, or its delegate shall serve the alleged violator and lot owner with written notice describing i) the nature of the alleged violation; ii) the proposed sanction to be imposed; iii) a period of not less than 7 days within which the alleged violator or owner may present a written request for a hearing to the Board; and, iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 7 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; however, the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured in the 7-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other covenants and rules by any person.

(d) Hearing. If a hearing is requested within the allotted 7-day Period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative

appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

This Amendment to the Declaration Of Covenants, Conditions, Restrictions And Easements for The Lakes Subdivision shall be binding and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS THEREOF the undersigned have executed this Amendment to the Declaration Of Covenants, Conditions, Restrictions And Easements for The Lakes Subdivision this 7th day of November, 2011.

IN THE PRESENCE OF:

THE LAKES PROPERTY OWNERS
ASSOCIATION, INC.

By: Richard A. Corkum (SEAL)
Richard A. Corkum

Its: President

By: Francis P. Keelan (SEAL)
Francis P. Keelan

Its: Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Richard A. Corkum as President and Francis P. Keelan as Secretary of The Lakes Property Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of November, 2011.

(Signature) (L.S.)

Notary Public in and for SC

My Commission Expires: _____

