



BP0317501

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LAUREL
GROVE HOMEOWNERS ASSOCIATION**

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions ("Amendment") is made by Laurel Grove Homeowners Association, a South Carolina nonprofit corporation ("Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Laurel Grove Subdivision, Charleston County, South Carolina was recorded in the Charleston County RMC Office on September 30, 2004, in Book F-511, Page 531 ("Declaration"); and

WHEREAS, Article IX, Section 4, of the Declaration provides, in relevant part, that the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty (60%) percent of the Lot Owners; and

WHEREAS, at the annual meeting of the Association held January 28, 2013, sixty (60%) percent or more of the Lot Owners signed an instrument to amend the Declaration as follows, to-wit:

Amend Article VIII, Section 3(f) of the Declaration entitled "Walls and Fences" so as to add the following language after the second sentence in such Section:

Fence material must be white vinyl or wood with all streetscape sides painted white within four (4) months of completion, pointed or flat picket only and may not exceed six (6') feet in height at any point. Notwithstanding the foregoing, fences may be up to eight (8') feet in height along All American Boulevard to alleviate noise/light pollution from the adjoining commercial development. It shall be the responsibility of the Owner to verify Lot boundaries to ensure the fence is constructed within the Owner's Lot. In the event a proposed fence is to be located within a previously dedicated easement area, approval of the fence shall be subordinate to the rights of the holder of such easement. Further, in the event the fence is removed or damaged by the holder of such easement, the Owner shall be solely responsible for all costs associated with repairing or replacing the fence.

Amend Article VIII, Section 3 of the Declaration entitled "Setbacks, Building Lines and Construction Requirements" so as to add subsection (J) as follows:

(J) Windows, Doors, Front Porches and Side Yards.

All windows shall be backed in white (i.e. white backed drapes or white blinds). Signs are prohibited in any window. Window boxes, wreaths, kick plates or other ornamental items, screen doors or storm doors are allowed only

if previously approved by the Architectural Control Committee. House numbers are allowed by approval from the Architectural Control Committee only.

No items are allowed on front porches of any home, except those that have been approved by the Architectural Control Committee prior to installation (i.e. Porch furniture). Nothing is to be stored on the front porch (i.e. Bikes, toys, beach towels, beach chairs or yard tools such as rakes, shovels or other items).

Side yards shall be kept free of trash and debris and shall not be used as a storage area. Trash cans and recycling bins may not be kept on any side yard, but shall be stored out of sight in the back yard or garage. Trash cans/recycling binds must be removed from street within 24 hours of pickup.

Homes shall be free of visible mold and mildew on the exteriors. In the event of such mold or mildew, the Owner shall take affirmative action to remove such mold or mildew.

Amend Article VIII, Section 3 of the Declaration entitled "Setbacks, Building Lines and Construction Requirements" so as to add subsection (K) as follows:

- (K) Landscapes. No structures (i.e., birdbaths, flag poles, basketball goals, or mail receptacles other than those approved for use in the neighborhood) shall be placed in the front yard. No landscape lighting of any kind shall be allowed except as approved in writing by the Architectural Control Committee. All planting material shall be raised slightly and contain pinestraw or mulch. No other materials are allowed. Flower bed edging should not be visible. Maximum height from ground level shall be two (2") inches. Black straight edging is preferred, however, brick edging shall be allowed when done by a qualified mason and mortar is used to provide a custom appearance. The design and variety of plants should blend from home to home. Too many plants or too many varieties are not desirable. Vegetable plants (i.e., tomatoes, corn, etc.) are not allowed in the front yard or where they are visible from any street. All driveways, sidewalks and flower beds shall be properly edged and all trees, shrubs and bushes properly trimmed.

Amend Article VIII, Section 22 of the Declaration entitled "Driveways, Entrance to Garage and Parking Areas" so as to delete the existing language and substitute the following language:

Section 22. Driveways, Entrance to Garage and Parking Areas. All driveways,

parking areas and entrances to garages shall be of a substance approved in writing by the Architectural Control Committee and of a uniform quality. There shall be no parking on the grass or the street without written approval from the Association. No vehicle of any kind shall park on any median at any time.

Amend Article IX, Section 1 of the Declaration so as to add the following paragraphs:

In the event any Owner fails to comply with the Declaration, the Bylaws, the Architectural Review Committee Guidelines or any rule or regulation duly adopted by the Board, in addition to any other remedy as set forth above, the Association, acting through its Board of Directors, may elect to implement the following fine procedure, to-wit:

1st Offense - Written warning notice will be sent certified mail to the Owner's/Tenant's house advising of date and type of the offense. If house is rented, the Owner will have a copy mailed to his mailing address. Violation shall be corrected within seven (7) days of date of service, or next offense is incurred.

2nd Offense - Violation notice will be sent certified mail to the Owner's/Tenant's house indicating the fine amount and date and type of the offense. If house is rented, the Owner will have a copy mailed to his mailing address. A Fifty (\$50.00) dollar fine shall be issued to the Owner/Tenant. The fine shall be paid within thirty (30) days from the date of notice of the fine. The Owner/Tenant shall incur 18% annual interest on all balances not paid within the thirty (30) day period. Violation is to be corrected within forty-eight (48) hours, or next offense is incurred.

3rd Offense and Continued Offenses - Violation notice will be sent certified mail to the Owner's/Tenant's house. A One Hundred (\$100.00) dollar fine will be issued to the Owner/Tenant. The fine payment shall be paid within thirty (30) days from the date of notice of the fine. The Owner/Tenant shall incur 18% annual interest on all balance not paid within the thirty (30) day period. A lien will be placed on the property, which will remain in place until all fees incurred are paid in full. If house is rented, the Owner will have a copy mailed to his mailing address.

All fines may be collected in the same manner as set forth in Article IV, Section 8 of the Declaration including, but not limited to, the right to collect reasonable attorney fees and costs.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Declaration, as it may be amended from time to time, shall remain in full force and effect.


IN WITNESS WHEREOF, the undersigned President and Secretary of Laurel Grove Homeowners Association have set their hands and seals this 12th day of February, 2013.

WITNESSES:

LAUREL GROVE HOMEOWNERS
ASSOCIATION

Stacie Stuart

By:

Charles J. Beckert III 
C. J. Beckert ~~the Charles J. Beckert III~~
Its: President

[Signature]

Stacie Stuart

By:

[Signature]
Andy Schwartz
Its: Secretary

[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

aka Charles T. Beckert III

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named LAUREL GROVE HOMEOWNERS ASSOCIATION by C. J. Beckert its President, and Andy Schwartz, its Secretary, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 17th day of February, 2013. Stacie Stuart

[Signature]
Notary Public for South Carolina
My Commission Expires: 6/20/22

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CERTIFICATION

aka Charles T. Beckert III

We, the undersigned C. J. Beckert, as President, and Andy Schwartz, as Secretary, of Laurel Grove Homeowners Association, respectively, do hereby certify that sixty (60%) percent or more of the Lot Owners in the Association signed an instrument approving the foregoing Amendment at the annual meeting of the Members held January 28, 2013.

LAUREL GROVE HOMEOWNERS ASSOCIATION

Stacie Stuart
[Signature]
Stacie Stuart
[Signature]

BY: Charles J. Beckert III
C. J. Beckert *aka Charles T. Beckert III*
Its: President

BY: [Signature]
Andy Schwartz
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named LAUREL GROVE HOMEOWNERS ASSOCIATION, by and through C. J. Beckher, its President, and Andy Schwartz, its Secretary, sign, seal and as its act and deed, sign the within in Certification; and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Stacie Stuart

SWORN to before me this
15th day of February, 2013.

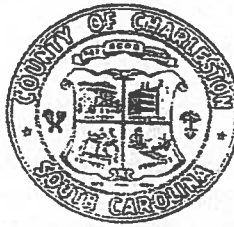
[Signature]
Notary Public for South Carolina

My Commission Expires: 6/30/20

aka Charles J. Beckher

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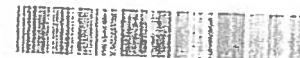
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