

STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF CHARLESTON        )  
   ) FIFTH AMENDMENT TO THE  
   ) DECLARATION OF COVENANTS, CONDITIONS,  
   ) AND RESTRICTIONS FOR OCEAN  
   ) NEIGHBORS SUBDIVISION

The Ocean Neighbors Home Owners Association, Inc. (hereinafter referred to as the "Association"), as successor to the developer and declarant of the Declaration of Covenants, Conditions and Restrictions of the Ocean Neighbors Subdivision, hereby amends the Declaration of Covenants, Conditions, and Restrictions for the Ocean Neighbors Subdivision as set forth herein.

Background

The Declaration of Covenants, Conditions and Restrictions for the Ocean Neighbors Subdivision was recorded on January 27, 1999, in Book D319 at Page 856 in the Charleston County RMC Office (hereinafter referred to as the "Declarations").

A First Amendment to the Declarations was recorded on March 17, 1999, in Book R322 at Page 475.

A (Second) Amendment to the Declarations was recorded on July 6, 1999, in Book Z329 at Page 025

A Designation of the Declarant's Assignment of Declarant's Rights was recorded on December 12, 2000, in Book G360 at Page 192.

A Supplement to the Declarations was recorded on December 12, 2000, in Book G360 at Page 196.

A Third Amendment to the Declarations was recorded on December 12, 2000, in Book G360 at Page 199.

A Partial Assignment of Declarant's Rights under the Declarations was recorded on December 12, 2000, in Book G360 at Page 206.

A Supplement to the Declarations was recorded on February 27, 2002, in Book K398 at Page 541.

A Fourth Amendment to the Declarations was recorded on April 25, 2006, in Book B581 at Page 764.

ACCORDINGLY, in accordance with Article VIII, Section 4 of the Declarations, and based upon the required vote of the Lots Owners at a duly noticed meeting, the Association hereby amends the Declarations as follows:

Amendment

1. Article VIII, Section 1 ("Enforcement"), as was set forth in the original Declarations and subsequently deleted in its entirety and replaced in the Fourth Amendment, is deleted in its entirety and replaced with the following:

Section 1. Enforcement of these Declarations.

- (a) Lot Maintenance. Each Lot Owner shall be responsible for maintaining his or her home, Lot, fences, and structures in a neat, clean, well-kept, and attractive condition at all times at the reasonable direction and discretion of the Association, including without limitation maintaining lawns, bushes, plants, shrubbery, and flower beds in a neat, clean, well-kept and attractive condition, and watering, fertilizing, and otherwise caring for lawns, bushes, plants and shrubbery as needed to maintain them in a healthy and attractive condition.
- (b) Enforcement. If any Lot is maintained in violation of these Declarations, then the Association shall have the right to enter any Lot for the purpose of correcting such violation, with the cost of correction to be at the expense of the Owner. This right of the Association to enter and correct violations includes, but is not limited to, the right to hire a contractor to enter the lot and correct the violation (for example only and without limitation, to mow, clean, or repair unkempt yard, etc.) and charge the Owner for the reasonable cost of the corrective action; and the right to tow or remove any motor vehicles, boats, trailers or other vehicles that are improperly parked or stored in violation of these Declarations and charge the Owner for the reasonable cost of towing or removing the vehicle. In addition to, or in lieu of, entering the Lot and correcting the violation, the Association shall have the right to charge the Owner a fine of \$25 dollars for each violation of these Declarations, with continuing violations subject to additional fines at the discretion of the Association. Fines shall be issued via a written notice informing the Owner of the date and nature of the violation and the amount of the fine. Fines shall be due and payable upon receipt. In addition to, or in lieu of, the other remedies and rights of enforcement provided in this paragraph and elsewhere in these Declarations, the Association and any Lot Owner shall have the right to enforce these Declarations by bringing an action at law or equity to restrain the violation and/or recover damages for any violation. The Association shall have the right to recover its reasonable attorney's fees and the costs of such action. Unpaid fines, attorney's fees, costs, and any other expenses for which an Owner is obligated to pay the Association as provided for in these Declarations or in the By-Laws of the Association shall become and remain a lien upon the Owner's Lot until paid in full. A violation of these Restrictive Covenants will not result in a forfeiture or reversion. Owners of Lots in the Oceans Neighbors Subdivision shall be solely responsible for ensuring that any tenants or other persons occupying or visiting their lots comply fully with these Declarations at all times.


2. The following shall be added to the end of Article VII, Section 1 ("Residential Use of Lots):

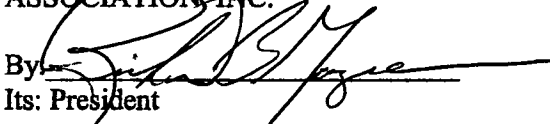
Only one single-family residential dwelling shall be permitted on any Lot, and not more than one family may occupy any such dwelling. A "family" shall mean any number of persons related by blood or marriage and living together as a single housekeeping unit, plus not more than two unrelated roomers, boarders, or domestic servants; or not more than three unrelated persons living in a dwelling. Regular overnight visitors shall be considered living in the dwelling.

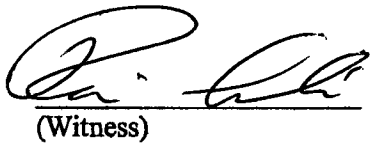
3. Completeness: Except as specifically modified or amended by this Amendment to the Declarations, the original Declarations and subsequent amendments thereto shall otherwise remain in full force and effect.

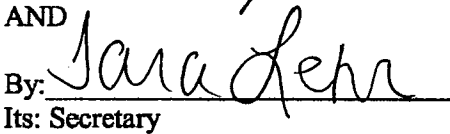
IN WITNESS WHEREOF, the Ocean Neighbors Home Owners Association, Inc. has caused this document to be executed on this 1 day of Apr. 1, 2008.

OCEAN NEIGHBORS HOME OWNERS ASSOCIATION, INC.

  
(Witness)

By:   
Its: President

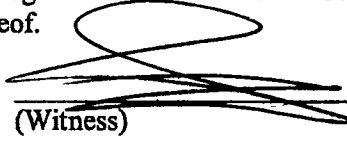
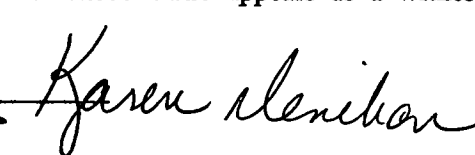
  
(Witness)

AND  
By:   
Its: Secretary

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )


PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the OCEAN NEIGHBORS HOME OWNERS ASSOCIATION, INC., by its above-named corporate officers, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

  
(Witness) 

SWORN to and subscribed before me

this 1 day of Apr. 1, 2008

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

Embossed Hereon is My  
Seal of South Carolina Notary Public Seal  
My Commission Expires August 9, 2009  
JAMES B. WILSON



2/16  
CPL  
mfb

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# RECORDER'S PAGE

NOTE: This page MUST remain with the original document



**FILED**

April 8, 2008  
4:08:38 PM  
BKH 656PG578

Charlie Lybrand, Register  
Charleston County, SC

Filed By: *[Signature]*

Nexsen Pruet, LLC  
 205 King Street, Suite 400  
 P.O. Box 486  
 Charleston SC 29402

Number of Pages:  
5

DESCRIPTION	AMOUNT
AMEND/DEC/REST	\$ 10.00
Postage	
<b>TOTAL</b>	<b>\$ 10.00</b>

DRAWER:  
A - TPS

DO NOT STAMP BELOW THIS LINE