

STATE OF SOUTH CAROLINA) FIRST AMENDMENT TO DECLARATION OF
COUNTY OF DORCHESTER) COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS APPLICABLE TO WINTERSEAT
SUBDIVISION

THIS First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions applicable to Winterseat Subdivision ("First Supplemental Declaration") is entered into effective the 1st day of January, 2008, by TRI-COUNTY INVESTMENTS, LLC, a South Carolina limited liability company (hereinafter called "Developer").

WITNESSETH:

WHEREAS, the Developer, by "Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Winterseat Subdivision" dated June 7, 2004, and recorded in the R.M.C. Office for Dorchester County in Book 4229, at Page 056, and re-recorded in Book 4279, at Page 297, made certain properties in Dorchester County, South Carolina subject to the aforesaid Declaration (the "Declaration") and

WHEREAS, paragraph 36 of the Declaration provides, in relevant part, that a majority of Owners may amend the Declaration, or supplement the Declaration subject to approval of a majority of votes of said Owners and/or the Developer; and

WHEREAS, Developer holds a majority of said votes and desires to amend and supplement the Declaration.

KNOW ALL MEN BY THESE PRESENTS THAT the Developer does hereby declare that the Declaration is amended by the following:

1. WINTERSEAT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.
AND MEMBERSHIP IN ASSOCIATION.

An initial Assessment of \$500.00 per Lot shall be due to the Association at the time of closing the purchase of a Lot from the Developer, or any subsequent owner, as well as the pro-rated amount of the annual Assessment of \$425.00 per Lot for the year of closing (to be pro-rated on a daily basis). An assessment not paid within fifteen days following the date when due shall bear a penalty of Fifty (\$50.00) Dollars plus an additional Twenty Five Dollars (\$25.00) per month thereafter from the date when due. The penalty shall be added to and collected in the same manner as the assessment.

7. ARCHITECTURAL CONTROL

In addition to the architectural review fee, the Association shall require a construction deposit of \$1500.00 to be held in escrow by the Association until construction is completed in accordance with the plans, specifications and other materials submitted previously and approved. Any fines assessed the Owner, and any damages incurred by the Association or subdivision property, shall be deducted from the construction deposit. Upon completion by the issuance of a certificate of occupancy, and at the Owner's request, the Association shall conduct an inspection to insure said completion. The cost of each inspection shall be \$150, and shall be

deducted from the construction deposit, if available, or otherwise paid by the Owner prior to the inspection. This inspection shall not be for any purpose other than for the Association to determine compliance with the Declaration, and may not be relied upon by any other person or entity for any purpose. Once completion is confirmed, any remaining monies from the construction deposit shall be refunded to the Owner.

1. Driveways shall be constructed of asphalt, concrete or other hardscape approved by the Developer or Association.

23. VIOLATION.

a. In addition to the foregoing in this Paragraph 23, the Association will notify members regarding violations of the Declarations of Covenants which the member needs to address. Should a member fail to address the violation, or again violate the Declarations of Covenants in any similar fashion, a secondary notification will be issued. Such secondary notifications of violations will include a defined remedy period of 7 to 14 days for general items, and as much as 30 days or more for structural items. The remedy period will be determined by the Association and in its sole discretion. Any such notifications, primary or secondary, may be sent through regular, first-class mail or posted to the door of the Member. To remedy a violation, the physical remedy necessary to bring the violation within compliance with the Declarations of Covenants, in the sole discretion of the Association, must be completed within the remedy period. Additionally, the fine as stated within the notification, must be paid in full to the Association at an address as stated in the notification within the remedy period. (The Association may assess a fine of \$50.00 per violation with an additional daily fine of \$5.00 per day for each day the violation remains unresolved beyond the remedy period.) Should the violation remain unresolved after the date stated therein, by either the failure to undertake the physical remedy and/or to fully pay the fine, the fine will increase by a daily fee until such time as the matter is fully remedied by both physical resolution and payment in full being remitted to the Association. Any amount due by issuance of a violation fine will be treated in all manners as any other debt to the Association for which collections, liens, and or legal proceedings can be initiated in order to secure payment in full. These amounts may be increased by a majority vote of the Board.

Any Owner with an outstanding violation or fine is not considered to be in good standing with the Association for purposes of voting rights, and may not vote until said violation and/or fine is remedied.

To the extent this amendment conflicts with the provisions of the Declaration, this Amendment shall control.

Except as herein provided, the Declaration shall remain in full force and effect, without modification, the said Declaration, as amended hereby, being the complete text of said instrument as of the date hereof.

[Signature page to follow.]

EXHIBIT "A"

ALL those lots, pieces, or parcels of land situate, lying and being near the Town of Ridgeville, Dorchester County, South Carolina, shown and designated on a plat thereof entitled "AMENDED FINAL PLAT OF WINTERSEAT SUBDIVISION TMS 119-00-00-022 LOCATED NEAR THE TOWN OF RIDGEVILLE DORCHESTER COUNTY, SOUTH CAROLINA", dated March 11, 2004 as revised on August 10, 2004, as Revised June 7, 2005 prepared by Forsberg Engineering & Surveying, Inc. and recorded on in the RMC Office for Dorchester County in Plat Book K at page 154; said lots having such size, shape, location, butting and bounding as are shown on said plat.