

NOW, THEREFORE, know all persons by these presents, that the Association hereby declares that the Singleton Place Covenants are hereby expanded and amended as follows:

ARTICLE V
Declaration

Section 19. Maintenance.

(a) Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein, and all lawns, landscaping, and grounds, shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his or its Lot or Dwelling in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings or other structures and all lawns, trees, shrubs, hedges, grass and other landscaping which, in a reasonable opinion of the Architectural Review Board, would jeopardize the soundness and safety of the Development. No Owner shall decorate, change, or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other improvements within a Lot or Dwelling unless such decoration, change or alteration is first approved, in writing, by the Architectural Review Board.

(b) Responsibilities of Association. The Association shall maintain and keep in good repair all portions of the Common Property, which responsibility may include and shall not be limited to the road and road right-of-ways, marsh areas, wetlands, open spaces (landscaped and natural), lakes, drainage ditches and pipelines, Development entry areas, vehicle parking areas, boat parking areas, maintenance areas, walkways and such other common areas as may be designed by the Declarant within the Property, together with such improvements thereon as may be necessary for the maintenance and upkeep of such areas.

(c) Effect of Non-Compliance. In the event that the Board of Directors determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, the Association, except in the event of an emergency situation, may give the Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner, setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or

replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner. Said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling.

ARTICLE VIII
ENFORCEMENT

Section 4. Other Remedies. Subject to the provisions of the Declaration, upon the violation of the Declaration, the By Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board of Directors of the Association shall have the power to:

(a) Impose reasonable monetary fines on the Owner guilty of such violation which shall also constitute an equitable charge and a continuing lien upon the properties of such Lot or Dwelling.

(b) Suspend an Owner's right to vote in the Association; and

(c) Suspend an Owner's right to use any Common Property other than the right of ingress and egress, and

(d) The Board of Directors of the Association shall have the power to impose all or any combination of these sanctions.

IN WITNESS WHEREOF, the undersigned has executed this Third Supplementary Declaration for Singleton Place effective this 11th day of ~~August~~ September, 2007.

WITNESSES:

Tina Dyer
Adrian Theismaker

SINGLETON PLACE HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY APPEARED BEFORE me the undersigned witness and made oath that s/he saw Singleton Place Homeowners Association, Inc., by STEPHEN RAUER, its PRESIDENT, sign, seal and as the act and deed of said corporation, deliver the foregoing Third Supplementary Declaration to the Declaration of Covenants, Conditions, and Restrictions for Singleton Place; and that s/he together with the other Witness, witnessed the execution thereof.

Tina Dye
Witness

SWORN TO BEFORE me this
27th day of ~~August~~, 2007
SEPTEMBER

Joyce R. Gross
Notary Public for South Carolina ~~Georgia~~
My commission expires: 6/15/09

