

Drawn by and Mail to: Law Office of Chris Karrenstein, P.C.
5500 Highway 49 South, Suite #200
Harrisburg, NC 28075

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

AMENDMENT AND SUPPLEMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOX RIDGE

THIS AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOX RIDGE (hereinafter sometimes referred to as "Amendment") is effective and executed this 15th day of June, 2010, by Fox Ridge of Lancaster, LLC a South Carolina limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the undersigned is the Declarant of the real property known as Fox Ridge, as same is described in the Declaration of Covenants, Conditions and Restrictions for Fox Ridge recorded in Deed Book 351 at Page 276 and re-recorded in Deed Book 388 at Page 290 in the Office of the Clerk of Court for Lancaster County South Carolina, as amended and supplemented (hereinafter referred to as the "Declaration");

WHEREAS, the Declarant desires to insure the attractiveness of the subdivision and to prevent any future impairment thereof and to preserve, protect and enhance the values and amenities of all Properties within the subdivision; and

WHEREAS, the said Declaration, as amended and supplemented, expressly provides that it may be amended by the Declarant until the Declarant voluntarily relinquishes control of the Association to the Membership.

NOW THEREFORE, the Declarant, by this Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions for Fox Ridge, does hereby declare that all of the aforesaid property of Fox Ridge as described in the Declaration, and such additions thereto as may hereafter be made, pursuant to Article II, Section 2 of the Declaration, as amended and/or supplemented, is and shall be held, transferred, sold, conveyed, and occupied subject to the

covenants, conditions, restrictions, easements, charges, and liens set forth in this Amendment to the Declaration, which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Lot Owner thereof, and the Declarant does hereby supplement and amend the Declaration, as amended and supplemented, as follows (NOTE: All capitalized terms used in this Amendment are intended to be defined in conformance with the definitions stated in the Declaration, as amended or supplemented, except where such definition clearly contravenes the intended meaning herein):

SUPPLEMENT NO. I

The following Use Restriction is hereby added to Article VIII of the Declaration and is hereby designated as Section 16 thereof:

Section 16. Vehicles. No recreational vehicles or equipment, including a motorboat, houseboat or other similar waterborne vehicle, any type of trailer, or any motor home or "camper" vehicle, may be maintained, stored or kept on any portion of the Property, except in enclosed garages or in areas specifically designated by the Directors. Trucks with tonnage in excess of one (1) ton shall not be permitted to park overnight on any location within the Property without the written permission of the Board of Directors. Landscaping trucks or any commercially used vehicles which have visible items used by trade, or items hanging off of vehicles, or not enclosed within vehicles, are expressly prohibited. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time. Vehicles that are wrecked, used for other purposes than transportation of passengers, unsightly (as determined by the Board of Directors), and/or not in operating condition may not be stored or situated within the Property unless stored in an enclosed garage. The Owner of each Lot will be responsible for providing on such Lot sufficient paved parking area for all vehicles normally parked and/or situated on such Lot. No vehicles may be parked in the grass or landscaping areas or within the subdivision. In addition, street parking will be allowed only occasionally and only by temporary guests, not residents of the Lot, as long as such street parking is not habitual. The Declarant is exempt from this provision.

SUPPLEMENT NO. II

The following Use Restriction is hereby added to Article VIII of the Declaration and is hereby designated as Section 17 thereof:

Section 17. Commercial Vehicles. No commercial vehicles may be kept on any Lot and/or within the Common Areas without prior written approval from the Directors. Any commercial vehicle approved by the Directors to be kept on any Lot must be kept in a clean, well-maintained, orderly fashion so as not to be unsightly. Commercial vehicles prohibited are defined as: 1) any truck or vehicle with tonnage in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle used for the purpose of transporting persons for hire; 3) any vehicle designated, used or maintained primarily for

the transportation of property incident to a business; or 4) any vehicle used for providing services to another person or entity for a fee or profit. This definition does not include privately owned vehicles, including ordinary pick up trucks, used solely for the purpose of transporting the owner(s) of such vehicles to a given business location. The Directors may from time to time develop Rules and Regulations regarding the parking of commercial vehicles. The Declarant is considered exempt from this provision.

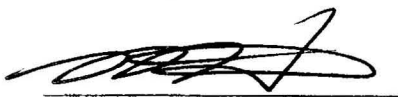
SUPPLEMENT NO. III

The following Covenant For Maintenance Assessment is hereby added to Article V of the Declaration and is hereby designated as Section 12 thereof:

Section 12. Specific Assessments. The Association may levy Specific Assessments against any Lot, including, but not limited to, fines and/or administrative fees, due to delinquency or a violation established pursuant to the terms of this Declaration. All such Specific Assessments, together with any previous assessments, late charges, interest (not to exceed the maximum legal rate), costs and applicable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed, this 15th day of June, 2010.

WITNESS:



Carol J. Hubbard

DECLARANT:

Fox Ridge of Lancaster, LLC
a South Carolina limited liability company

By: 

Name: Michael W. Hingshaw, Jr.

Title: President

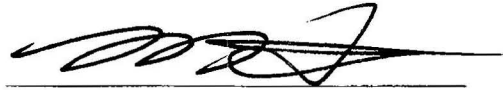
STATE OF NORTH CAROLINA

PROBATE

COUNTY OF MECKLENBURG

Personally appeared before me the undersigned witness, who being first duly sworn, deposes and states that s/he saw the within-named Declarant, Fox Ridge of Lancaster, LLC, a South Carolina limited liability company, by its Manager, Michael W. Hinshaw, Jr., sign, seal and as the act and deed of the company execute the foregoing document for the uses and purposes therein mentioned, and that s/he, together with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 1st day of June, 2010.



Witness



Notary Public, State and County aforesaid

Name: Carol J. Hubbard

My Commission Expires: 10.26.12

(Notary Seal)