



Recording Date: 12/18/2009 Instrument: 33 Book: 7351 Page: 5-13

FILED-RECORDED
RMC / ROD

2009 Dec 18 AM 11:12:12

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 14.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

*Ashley Ridge HOA
717 Old Trolley Rd.
Suite 6, Unit 177
Summerville, SC 29485*

Book 4356
Pages 309,311,312,313

FILED/RECORDED
DECEMBER 18, 2009
DORCHESTER COUNTY
REGISTER OF DEEDS

14

September 1, 2009

Ashley Ridge Homeowners Association (HOA) Amendment A Part I

Amendment A to Declaration of Covenants, conditions, and Restrictions for Ashley Ridge Subdivision dated 24 Sept, 2004, Article III, IV, V and VI, Lot Restrictions.

This document does not void the above mentioned covenant but amends Articles III IV, V, and VI, Lot Restrictions to put the specific Guidelines listed below in effect as of September 1, 2009.

Amendment Changes to Article III

Add the following **paragraph (3) to Article III, Availability of Documents** The Associations shall maintain current copies (see Article X, Book and Records of the Ashley Ridge By-Laws) the Declaration, Charter and By-Laws shall be available for inspection by appointment only by any member (in good standing) or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during the normal business hours where copies may be purchased at reasonable costs.

1. In Article III, Section 3 after "The Affairs of the Association shall be managed by the Board of Directors (the 'Board") (BoD)." The following sentence is added: "To include carrying out the responsibilities listed in Section 2, Article IV "Purpose of Annual Assessments" of this declaration to also include but not limited to the following:

- (a) **Maintenance**: The Common Area and certain features thereof that are deemed common amenities and facilities, being of benefit to all lots, Said common amenities shall include without limitations, entrance walls, signage, including but not limited to street signs, lighting, and landscaping, landscaping and landscape furniture, parks and greenways, private roads, streets and sidewalks, common walks, signs, landscaping, irrigation systems and storm water and drainage easements located within all the Common areas. On behalf of the Association the BoD shall also maintain all utilities and all storm and drainage easements and appurtenances, equipment and facilities related thereto located within the Common Areas, together with common amenities not maintained by public entities. The Association shall not be responsible for the maintenance of any Lots or the improvements within the boundaries thereof. The owner shall be responsible for the same.
- (b) **Managing Contracts**: The Association is authorized and empowered to engage the services of any person, firm, or corporation to act as managing agent of the subdivision at a compensation to be established by the BoD and to perform all of the

Add a paragraph to, **Article IV, Section 3** named "**Reserve Fund**" The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all Common Areas, and all improvements thereon, which the Association is obligated to maintain. Such reserve fund shall be maintained from the annual assessments described in Article IV, Section 2

Revise Article IV, Section 2, Purpose of Assessments to read: " The assessments levied by the Association shall be used exclusively to promoted the health, recreation, and safety of the residents in the Property and for all expenses related to the community managed Common Areas, which shall include but not be limited to:

- (a) provide for the improvement, attractive condition and maintenance of landscaping, including without limitation, the mowing of lawns, planting and maintenance of shrubs, trees, flowers and other plants including any necessary removal and replacement and watering on and within the boundaries of the Common Areas
- (b) to improve and maintain sidewalks or other common walks, common signage (including but not limited to street signs) and development statement pieces or entrance ways (including any walls erected at said entrance ways);
- (c) to improve and maintain any and all, lighting, drainage including pipes, inlets, basins, ditches, berms, and other facilities, equipment, and improvements installed upon, above, or under the Common areas
- (e) to improve and maintain all recreational and related facilities, if any, located within the Common Area as a common amenity; provided, that, the reference to said facilities herein shall not be construed to require said facilities to be constructed or installed in the Common Areas or elsewhere on the Properties.
- (f) to maintain any improvements required by an County, State, or federal agency to be installed and maintained upon, under, or over the Common Areas;
- (g) to keep all Common Areas clean and free from debris and to maintain in a clean and orderly condition. To make improvements for maintaining attractiveness and/or maintain the landscaping therein, including any necessary removal and replacement
- (h) to pay all ad valorem taxes levied against the Common Area and any property owned by the Association.

- (i) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the By-Laws;
- (j) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the By-Laws;
- (k) to maintain a reserve fund as provided in Article IV, Section 3, of this Declaration; and
- (l) To maintain a contingency reserve fund equal to the sum of the amounts described in the above subsections (a) thru (k) of this Section 2 in order to fund unanticipated expenses of the Association.

Article V
Architectural Control

- 2. Relabel opening statement as **SECTION 1**; add the following lines to Article V opening statement: (1) "to include without limitation, fences, walls, and buildings. (2) "The plan will also indicate the location of all existing trees on the lot in excess of six (6) inches in diameter, such measurement to be taken (4') feet about grade.
- 3. Relabel next paragraph stating ARC is composed...as **SECTION 2**
- 4. Added: **SECTION 3** to Article V, to read the following:

Procedures: The Architectural Review Committee shall review the plans and specifications submitted pursuant to **SECTION 1** above as to:

- (a) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and direction of facing main elevation with respect to nearby streets;
- (b) Conformity and harmony of the exterior design, color, type, and appearance or exterior surfaces;
- (c) Location with respect to topography and finished grade elevations and effect of location and sue on neighboring Lots, Common Area, and any improvements situate thereon and drainage arrangement: and

The other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Architectural Committee, or matters in which the Architectural Committee has been vested with this authority to render a final decision.

- 5. Added: **SECTION 4** to state: "If the ARC approves the plan, specifications and site plan for the proposed improvements, the construction of such improvements must be promptly commenced and diligently pursued to completion and if such construction is not commenced with the time act therefore by the ARC in the written approval (but no event later that year after such approval) such approval be deemed rescinded and before construction of improvements can thereafter be commenced on the subject Lot, the plans, specifications and site plan thereafter be commenced on the subject Lot, the plans, specifications, and site plan therefore be again approved by the ARC pursuant to this Article.

6. Added: **SECTION 5** to state: The Board of Directors of the Association, with or without the recommendation of the ARC, shall have the specific, nonexclusive right (but no obligation) to enforce the provisions contained in this Article and to prevent any violations of the provisions contained in this Article and to prevent any violations of the provisions contained in this Article by a proceeding at law or in equity against the Owner of the Lot who violates or attempts to violate any such provisions contained herein.
7. Added: **SECTION 6** to state: Right of Inspection: The ARC shall have the right at its election, to enter upon any of the Lots during preparation, construction, erection, or installation of any improvements thereon to determine that such work is being performed in conformity with the approved plans and specifications.
8. Added: **SECTION 7** to state; "Neither the ARC, the members thereof, the Board of Directors of this Association, Association members, shall be liable in damages or otherwise to any Owner or anyone submitting plans, specifications, site plans and other submittals pursuant to the review, approval, disapproval, failure to review or failure to approve or disapprove any plans, specifications, site plans or other submittals pursuant to this Article VI, or with respect to any claims of mistake of judgment, negligence or nonfeasance arising out of or related to this Article V.
9. Added: **SECTION 8** to state: "No member of the ARC shall be entitled to compensation arising out of services pursuant to this Article.

The following amendments are made to the following Article:

Article VI
Lot Restrictions

10. Changed **SECTION 1**: to read: "**Residential Use**" All lots shall be used for single-family residential purposes only and no business shall be carried on upon any lot. Occasional activities such i.e. Tupperware, Pampered Chef and other like activities are excluded from this covenant.
11. Change **SECTION 2** to be called "**Setbacks and Building Lines**" Each structure, including without limitation, residential dwellings, garages, whether attached or detached, utility buildings, and any other permitted structures, erected on any lot shall be situated on each Lot in accordance with the building and setback lines shown on the recorded Plats if the development, in now event shall dwelling, garage, utility building or other permitted structure be constructed and located upon any Lot nearer to any side Lot line than (10) ten percent of the width of the structure measured at its front wall.
12. Change **SECTION 3** to read "**Dwelling Floor Space**" Each Lot shall contain no more than one residential dwelling containing the minimum floor as follows:
 - (a) Two Story dwelling – 1000 square feet
 No dwelling on any Lot shall have more than (2) two stories as measured from grade and above. In calculating the minimum floor space, only the heated area of the dwelling shall be included. Any area comprising porches, garages, breezeways, port-cocheres, unfinished attics and unfinished basements shall be excluded.
13. Move the previously name **SECTION 2** to **SECTION 4** renaming it "**Offensive Activities**". No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon or any substance, thing or material be kept thereon which is or may cause any noise or foul or obnoxious odors or become an annoyance or nuisance to the Owners of other Lots or that will or might disturb the peace, quiet, comfort, or serenity of other Owners. These includes but are not all

inclusive to loud activities that go pass local ordinance "Quiet Hours", loud music coming from vehicles that resides or guests visiting Ashley Ridge Subdivision.

14. The formerly know **SECTION 3** known as "**Trash lot maintenance**" becomes **SECTION 5** and will read as follows: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wasted. All construction debris and litter shall be maintained in a manner that prevents any hazardous conditions and /or distribution to any other lot. All construction debris and litter shall be removed within fifteen (15) days of construction completions. No other garbage, rubbish and refuses shall be kept of allowed to accumulate on any Lot except in sanitary containers designed for that purpose.

Trash containers must be removed by 9 p.m. on the day of pick up, and not put out before 5 p.m. on the day before. Trash containers must be placed in the rear of the owner's residence placed in the rear of the residence, shielded from street view and all adjacent Lots. No clotheslines, hanging mops or unsightly things shall be seen from the street view at all times.

15. **SECTION 4: Animal, Pets and Livestock** now becomes **SECTION 6**, and reads as follows: "No animals, livestock, poultry, or other fowl of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats, or other small household pets may be kept; provided, however that they are not kept, bred, or maintained for any commercial purposes. Any household pets might not constitute a nuisance or cause unsanitary conditions. Any such pets shall be securely fenced upon the Owner's Lot so as prevent them from trespassing upon Lots in the subdivision. Applicable local laws or regulations, including leash laws, shall be observed.

Pet Owners will pick up after their pets and not allow them to use common areas or other Owners' yards for curbing. This is considered a nuisance and violators can be fined.

16. **Accessory Structures**, previously **Section 6** changes to **Section 7**: after "All outbuildings shall be of similar design and color as the main residential building, place (and will not exceed two stories). Add "In no event shall any trailer, camper, shack, tent, garage, utility building, shed, greenhouse, barn or other structure of a similar nature be used as a residence, either temporarily or permanently.
17. **Garages**, previously **Section 7** changes to **Section 8**. After last sentence place sentence: No garage erected on any Lot shall be more than two stories in height.
18. **Antennae**, previously **Section 10**, will change to **Section 11**, and read as follows: " No antennas, satellite dishes or disks, ham radio antennas, or antennas towers for receiving or transmitting radio, television, or other electric transmission shall be permitted to be or used upon any Lot, except for small television receiving disks, not exceeding (18) inches in diameter, attached to or ground mounted immediately adjacent to the rear or side of the residential of the dwelling or to the rear or side of the attached garage on a lot.
19. **Fences**, previously **Section 12**, would change to **Section 13**, no changes
20. Added: **SECTION 14: "Building and Zoning codes"**: All must comply with all applicable zoning codes.
21. Added: **SECTION 15**: Obstructions to view at intersections and at a driveway entrance to street, vegetation shall not be permitted by any owner to obstruct the view at any street intersection or at driveway entrances to streets.
22. Added: **SECTION 16: "Delivery Receptacles and Property Identification Markers"**: The Architectural Review Committee shall right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspaper or similarly delivered materials, and of name signs for such receptacles, as well as Lot identification markers.

23. Added: **SECTION 17: "Completion of Construction"**: The ARC shall have the right to take appropriate legal action, at law or in equity, to compel the immediate completion of any dwelling or other structure not completed within one (1) year from the date of commencement of construction.
24. Added: **SECTION 18: Basketball Goals**: No basketball hoops or goals, whether free-standing removable or attached to mounts shall be placed in or on any street, road, right-of-way, side walk, front yard, easement, or attached to the front or side of residences or garages. Basketball goals are to be stored in rear of the house when not in use. Goals can be placed in driveways when in use.
25. Added: **SECTION 19: Motorized Vehicles**: No commercial, recreational, and disabled or unlicensed vehicles, boats, jet skis, boat trailers, motorcycles, motor homes, trucks, buses, (large or small), vans with business logos, vehicles on blocks or any like equipment or mobile or stationary trailers of any kind shall be kept, stored or parked overnight either on any street or on any Lot, except within a fully enclosed garage or behind the residence or garage screened fully from view from any street adjacent to a Lot on a temporary or regular basis. Notwithstanding the foregoing, passenger automobiles or motorcycle may be parked in driveways. If the number of vehicles owned by the owner exceeds their garage space they will be parked in driveways but not on the street overnight. All motor vehicles must be equipped with functioning mufflers to maintain the lowest noise level when operated. The foregoing shall not be interpreted or applied to prevent the temporary, non-recurrent parking of any vehicle, boat, trailer or motor home for a period not to exceed seventy-two (72) hours on the street or upon any Lot. Repair or extraordinary maintenance of vehicle is not permitted on street, in yard or common area.
26. Added: **SECTION 20: "Driveways and Entrances to Garages"** All driveways and entrances to garages shall be concrete or a substance approved in writing by the ARC.
27. Added: **SECTION 21: "Off-Street parking"** Provisions must be made by each Owner of a Lot for the parking of all automobiles belonging to occupants and guests off the adjacent streets and on Lots. The parking of guest or occupant vehicles on streets for long or repeated periods of time during the day or night or both except for occasional, non-regular social gatherings and functions, shall not be permitted. No vehicles shall be permitted to be parked on Lots except in garages or on driveways.
28. Added: **SECTION 22: "Firearms and Weapons Discharge"**: Any firearm or weapon or release, other than for defense or protection of one's life or property, is strictly prohibited on any and all Property in the Subdivision/Development/ Firearms and weapons shall include, without limitation, rifle, gun, pistol, shotgun, black powder gun, pellet of BB gun, bow and arrow, and any other weapon, from which any bullet, shot, or projectile may be discharged or released.
29. Added: **SECTION 23: "Aesthetics, Natural Growth, Screening"** No trees that have a diameter in excess of six (6) inches measured four (4) feet above ground level, and distinctive form, shall not be intentionally destroyed or removed except with prior permission from the North Charleston Code Enforcement division and the ARC.
30. Added: **SECTION 24: "Wild Bird Sanctuary"** The properties are declared to be a wild bird sanctuary. No wild bird of any type shall be killed or harmed above, upon or within the boundaries of the Properties.
31. Added: **SECTION 25: "Wetlands"** All Common area protected Wetlands are considered the property and responsibility of the HOA. While provided for the enjoyment of all members of the Association, Wetlands are to remain undisturbed and preserved in their natural and natural setting.
32. Added: **SECTION 26: "Lawn and house appearance"** Owners will ensure all respective lawns and landscaping is maintained to present a neat and attractive appearance at all times. This

means that lawns should be free of weeds and cut on a regular basis. Grass lawns should never exceed five (5) inches and be edged regularly. The ARC will inspect the subdivision regularly to ensure compliance with covenant guidelines. Owners will ensure the outside appearances of their residences are consistently free of mold and dirt at all times. The ARC will recommend pressure washing vinyl siding areas and cleaning of brick areas (if applicable) at least once a year to ensure home are free of mold and mildew, birds' nests and insect infestation.

The following items will also be enforced but are not limited to:

- (a) No neon or flashing signs are allowed.
- 33. Should any work be done in a right-of-way, on any improved lot causing damage to fence or lawn in an easement, then owner is responsible for bringing damaged area back into compliance within 30 days from time work in the easement is completed.

The above items are not all inclusive of responsibilities governing Ashley Ridge's Covenants. For any questions email the HOA at ashleyridgehoa.com

Respectfully
//Signed//
Charles W. Morris,
President, Ashley Ridge HOA

*Ashley Ridge HOA
717 Old Trolley Rd.
Suite 6, Unit 177
Summerville, SC 29485*

In WITNESS WHEREOF the undersigned Declarant has caused this amendment to the above mentioned Declaration covenant dated 24, Sept 2004 be executed this 1st.day of December, 2009.

ASHLEY RIDGE HOMEOWNERS ASSOCIATION

Bonnie Hicks
Margaret Hicks

By: Charles Morris *Charles W. Morris*

Its: President

