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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH VIEW

THIS FOURTH AMENDMENT (the "**Amendment**") is entered into this 8th day of May, 2019, by the MARSH VIEW HOMEOWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation (the "**Association**") and ASHTON CHARLESTON RESIDENTIAL L.L.C., a South Carolina limited liability company (the "**Majority Lot Owner**").

WHEREAS, Portrait Homes-Marsh View Commons, LLC, an Illinois limited liability company executed that certain Declaration of Covenants, Conditions, and Restrictions for Marsh View recorded in the Office of the Register of Deeds for Charleston County, South Carolina on April 5, 2006 as Book Number Z578 Page 888, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Marsh View recorded in the Office of the Register of Deeds for Charleston County, South Carolina on October 6, 2006 as Book Number D601 Page 876, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Marsh View recorded in the Office of the Register of Deeds for Charleston County, South Carolina on November 21, 2007 as Book Number R644 Page 720, and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Marsh View recorded in the Office of the Register of Deeds for Charleston County, South Carolina on March 23, 2018 as Book Number 0706 Page 681 (collectively, the "**Declaration**");

WHEREAS, pursuant to Article XIII, Section Three of the Declaration, the Declaration may be amended by an instrument signed by not less than sixty-seven (67%) percent of the Lot Owners; and

WHEREAS, the Properties contain one hundred ninety-two (192) Lots and Ashton Charleston Residential L.L.C. owns one hundred sixty four (164) lots or eighty-five (85%) percent of the total Lots; and

WHEREAS, this Amendment has been approved in writing by the Majority Lot Owner.

NOW THEREFORE, the Declaration is hereby amended by this Amendment as follows:

1. Article IX, Section Eight is hereby deleted in its entirety and replaced with the following:

"No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided however, dogs or cats or other household pets may be kept, not to

exceed a total of four (4) such animals, provided they are not kept, bred or maintained for any commercial purposed. The foregoing limitation on the number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. If any animal may, in the sole discretion of the Board of Directors or its designated committee, make an objectionable amount of noise, endanger the Owner of other Lots, such animal shall be removed upon the request of the Board of Directors or its designated committee. If the Owner of such animal fails or refuses to honor such request, the animal may be removed at the direction of the Board of Directors. An Owner's failure to remove fecal matter or other solid waste left in any Common Area or Lot by an animal owned by an animal owned by an occupant of such Owner's Lot (or their guests or invitees) shall be conclusively deemed to be a nuisance, and shall subject such Owner to such reasonable penalties as may be determined by the Association, including without limitation, upon repeated violations, the removal of such animal as described above. The cost and expense of any removal of an animal under this Section Eight shall be the sole responsibility of the Owner of the Lot where the animal was kept (or was brought by a guest or invitee). In the event that such Owner fails to reimburse the Association for such cost and expense within twenty-one (21) days after the Association's demand for reimbursement, such cost and expense shall become part of the annual assessment against such Lot, and the amount of such cost or expense assessed against such Lot shall not be counted or considered in determining whether a maximum assessment has been made against such assessed Lot under Article V, Section Four of this Declaration."

2. All capitalized terms in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meaning given to such terms in the Declaration.

3. Except as expressly amended herein, the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified in their entirety.

4. By execution hereon, the undersigned, having been duly sworn, hereby certifies that he/she is the President of the Association and that the foregoing amendments were duly approved by the affirmative vote of Lot Owners representing not less than sixty-seven (67%) percent of the Lot Owners pursuant to the provisions of Article XIII, Section Three of the Declaration, and shall become effective upon this Amendment being filed of record with the Register of Deeds Office for Charleston County, South Carolina.

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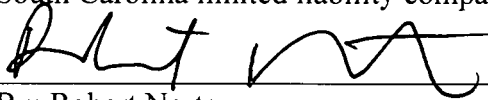
IN WITNESS WHEREOF, the undersigned Owner of the Majority Lots has executed this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Marsh View as the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

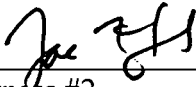
ASHTON CHARLESTON RESIDENTIAL
L.L.C., a
South Carolina limited liability company



Witness #1



By: Robert Norton
Its: Division President

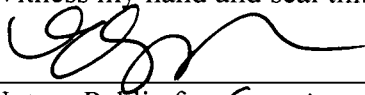


Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF Berkley)

I, Elizabeth D. McGrath, a Notary Public for South Carolina, do hereby certify that Robert Norton, the Division President of Ashton Charleston Residential L.L.C., a South Carolina limited liability company personally appeared before me this day and, having been duly sworn, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8th day of May, 2019



(SEAL)
Notary Public for South Carolina
Print Name: Elizabeth D. McGrath
My Commission Expires: 11/5/24

Elizabeth D. McGrath
Notary Public, State of South Carolina
My Commission Expires November 5, 2024

IN WITNESS WHEREOF, the Association has executed this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Marsh View as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ASSOCIATION:

MARSH VIEW HOMEOWNERS
ASSOCIATION, INC., a
South Carolina nonprofit corporation

[Signature]
Witness #1

[Signature]
Witness #2

[Signature]

By: Robert Norton

Its: President

[Signature]

By: Richard Loudin

Its: Secretary

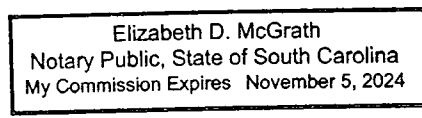
STATE OF SOUTH CAROLINA)
)
COUNTY OF Berkley)

I, Elizabeth D. McGrath, a Notary Public for South Carolina, do hereby certify that Robert Norton, the President of Marsh View Homeowners Association, Inc., a South Carolina nonprofit corporation, and Richard Loudin, the Secretary of Marsh View Homeowners Association, Inc., a South Carolina nonprofit corporation, personally appeared before me this day and, having been duly sworn, acknowledged the due execution of the foregoing instrument.

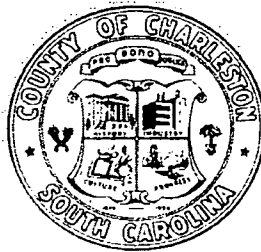
Witness my hand and seal this 8th day of May, 2019

[Signature] (SEAL)

Notary Public for South Carolina
Print Name: Elizabeth D. McGrath
My Commission Expires: 11/5/24



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NOTE: This page **MUST** remain with the original document

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