



BP0394557

PGS:

4

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ETIWAN POINTE PHASE 3 TOWNHOMES**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes (the "**Amendment**") is made as of this 12 day of March, 2014, by South eastern Recapitalization Group II, LLC, a South Carolina limited liability company ("**Declarant**").

RECITALS

WHEREAS, Declarant executed the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes on February 14, 2013, the original of which was duly recorded in the RMC Office for Charleston County (the "**RMC Office**") on February 25, 2013 in Book 0312, at Page 787 (the "**Declaration**"); and

WHEREAS, pursuant to Section 14.2 of the Declaration, the Declarant has the unilateral right to amend the Master Deed for any purpose prior to the conveyance of the first Townhome Unit to a Person (as such terms are defined in the Declaration); and

WHEREAS, no Townhome Units have been conveyed by the Declarant; and

WHEREAS, the Declarant wishes to unilaterally amend the Declaration with respect to Section 10.10 contained therein.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that, the Declarant, pursuant to the authority set forth in Section 14.2 of the Declaration, does hereby unilaterally amend the Master Deed as follows:

1. All capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Declaration unless the context shall clearly suggest or imply otherwise.

2. Section 10.10 to the Declaration is hereby amended by the deletion of Section 10.10 in its entirety and its replacement with the following:

10.10 Animals and Pets. An Owner may keep in his or her Townhome Unit dogs, cats, and smaller, generally recognized household pets, such as fish or hamsters, subject to such rules and regulations and any limitation on the number and type of such pets in a Townhome Unit as may be adopted by the Board of Directors. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. In addition, no animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Townhome Unit. Pets may not be left unattended outdoors or kept unattended outdoors, including on any deck, piazza, patio, porch or balcony, together with any enclosure therefore. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Areas or within the Properties. The owner of the pet or the

person responsible for the pet must remove any feces left upon the Common Areas by pets. Noises created by any pet which can be heard by persons in another Townhome Unit are prohibited, and such pet may be removed from the Properties if deemed appropriate by the Board in its absolute discretion. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights and the imposition of fines and penalties for non compliance as provided in Section 4.3.

3. Except as specifically provided herein, the provisions of the Declaration will remain in full force and effect. To the extent that one or more provisions of this Amendment appears to be in conflict with the provisions of the Declaration then the provisions of this Amendment shall control. In addition, the Declarant reserves the right to make additional modification, amendments and supplements to the Declaration as provided therein.

The remainder of the page is intentionally left blank

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes, this 12th day of MARCH, 2014 on behalf of itself and as the Owner of the Property.

WITNESSES:

DECLARANT:

Southeastern Recapitalization Group II, LLC, a South Carolina limited liability company,
By: MPR Consultants, Inc., its Managing Member

[Signature]
signature of 1st witness
[Signature]
signature of 2nd witness

By: [Signature]
Victor J. Mills
Its: President

STATE OF Georgia)
COUNTY OF Columbia)

ACKNOWLEDGMENT

I, Susan A. Skadan (Notary Public), hereby certify that Southeastern Recapitalization Group II, LLC, a South Carolina limited liability company, by MPR Consultants, Inc., its Managing Member, by Victor J. Mills, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 12th day of March, 2014.

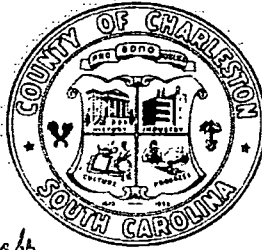


Susan A. Skadan
Notary Public for Columbia Co., Ga
My Commission Expires: July 12, 2017

RECORDER'S PAGE

cmg
ah

NOTE: This page MUST remain
with the original document



Filed By: Y Nanda OK'd by Nanda 13/15/14

WOMBLE CARLYLE SANDRIDGE & RICE
5 EXCHANGE STREET
PO BOX 999
CHARLESTON SC 29401

RECORDED

Date: March 19, 2014

Time: 4:27:38 PM

Book

Page

DocType

0394

557

Misc/Amend

Charlie Lybrand, Register
Charleston County, SC

Maker:

SOUTHEASTERN RECAP ETC

Recipient:

NA

Original Book:

0312

Original Page:

787

Note:

of Pages:

4

of Sats:

of Refs:

Recording Fee

\$ 10.00

Extra Reference Cost

\$ -

Extra Pages

\$ -

Postage

\$ -

Chattel

\$ -

TOTAL

\$ 10.00

Drawer

Drawer 4

Clerk

LRR



0394

Book



557

Page



03/19/2014

Recorded Date



4

Pgs



0312

Original Book



787

Original Page



D

Doc Type



16:27:38

Recorded Time