

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.

2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration, unless the context shall clearly suggest or imply otherwise.

3. Article 8, Section 8.10 of the Declaration and the Second Amendment is hereby amended by the deletion of Section 8.10 in its entirety and its replacement with the following in bold:

Section 8.10. Transfer Fee. Upon the acquisition of record title to a Townhome Unit by any Owner thereof other than the Declarant, a payment shall be made by or on behalf of the purchaser to the Association in an amount equal to one half of one percent (.05%) of the purchase price for the Townhome Unit ("Transfer Fee"). The Transfer Fee shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. The Transfer Fee shall be collected and disbursed to the Association at closing of the purchase and sale of the Townhome Unit. The payment of the Transfer Fee shall be a continuing obligation due upon each transfer of ownership of a Townhome Unit. However, the Transfer Fee shall not be due upon the transfer of title by an Owner if such transfer is an exempt transfer pursuant to Section 12-24-40 of the South Carolina Code of Laws, as may be amended. The Transfer Fee shall be used by the Association in covering operating expenses, placement in reserve accounts, and for other purposes as determined by the Board pursuant to the Governing Documents.

4. Article 14, Section 14.3 of the Declaration states that any "amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment". **This Amendment shall be effective as of January 1, 2018.**

5. Except as specifically modified hereby, the Declaration and the Bylaws, including any preceding amendments thereto, shall remain in full force and effect. To the extent there is a conflict between this Amendment and the Declaration and the Bylaws, including any preceding amendments, this Amendment shall control.

Signatures on next page.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes this 3rd day of March, 2018.

WITNESSES:

DECLARANT:

Southeastern Recapitalization Group II, a South Carolina limited liability company

Cira Rivers

Susan Skadan

[Signature]

By: Jason Long
Its: Authorized Signatory

STATE OF GEORGIA)

COUNTY OF Columbia)

ACKNOWLEDGEMENT

I, the undersigned, do hereby certify that Jason Long, Authorized Signatory of Declarant, Southeastern Recapitalization Group II, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of such entity.

SWORN and subscribed to before
me this 2nd day of March, 2018.

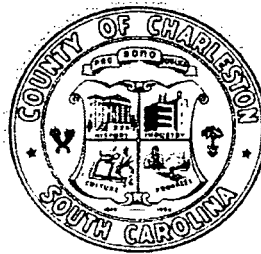
Susan A. Skadan

Notary Public for Georgia

My Commission Expires: 06/28/2021



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