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

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes (the "**Amendment**") is made as of this 15th day of April, 2014, by Southeastern 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, and was amended by the Amendment to the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes dated March 12, 2014, which was duly recorded in the RMC Office on March 19, 2014 in Book 0394, at Page 557 (collectively, 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 8.10 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 8.10 to the Declaration is hereby amended by the deletion of Section 8.10 in its entirety and its replacement with the following:

8.10 Transfer Fee. Upon acquisition of record title to a Townhome Unit by any Owner thereof other than the Declarant of a Townhome Unit by a Person 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 Hundred Fifty (\$150) Dollars** ("Transfer Fee"). Notwithstanding the preceding, the Declarant may waive the requirement for the payment of the Transfer Fee upon the initial conveyance by the

Declarant of a Townhome Unit to the first Owner of such Townhome Unit (other than the Declarant). 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 will not be due upon the transfer of title by an Owner in the event that that the transfer is an exempt transfer pursuant to South Carolina Code Section 12-24-40, as it may be amended and revised. 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.

In addition, the Association may, but shall not be obligated, to levy and require the payment of the Transfer Fee upon the occupancy of a Townhome Unit by a Person other than the Declarant. If the obligation to pay the Transfer Fee arises by virtue of the occupancy of a Townhome Unit by a Person other than the Declarant, then the Transfer Fee shall be paid immediately upon demand by the Association and shall be a continuing obligation due upon each change in occupancy of a Townhome Unit.

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.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes as of the above stated date 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

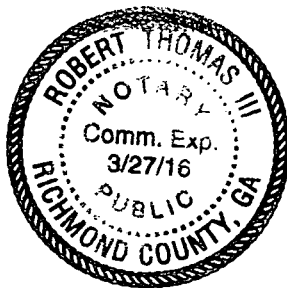
[Signature]
By: Victor J. Mills
Its: President

STATE OF Georgia)
COUNTY OF Richmond)

ACKNOWLEDGMENT

I, Robert Thomas III (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 12 day of April, 2014.



[Signature]
Notary Public for _____
My Commission Expires: _____

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Charleston County, SC

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