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**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ETIWAN POINTE PHASE 3 TOWNHOMES
and FIRST AMENDMENT TO BYLAWS OF ETIWAN POINTE PHASE 3
TOWNHOME HOMEOWNERS ASSOCIATION, INC.
and SUPPLEMENTAL DECLARATION**

KNOW BY ALL THESE PRESENTS, that this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes and First Amendment to Bylaws of Etiwan Pointe Phase 3 Townhome Homeowners Association, Inc. and Supplemental Declaration ("Amendment") are made on the date hereinafter set forth.

WITNESSETH

WHEREAS, Etiwan Pointe Phase 3 Townhome Homeowners Association, Inc. (“Association”) is constituted to provide and charged with the operation, care, upkeep and maintenance of the Etiwan Pointe Phase 3 Townhomes as provided for in the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes (“Declaration”) and the Bylaws of Etiwan Pointe Phase 3 Townhome Homeowners Association, Inc. (“Bylaws”), recorded in Book 0312 at Page 787 on February 25, 2013, with the Charleston County Register of Deeds, and as each may be amended, (collectively, as amended and supplemented, the “Governing Documents”), and further, is charged with the duty and responsibility of exercising the rights of the Association as set forth in the Governing Documents.

WHEREAS, Declarant executed an Amendment to the Declaration recorded in Book 0394 at Page 557 on March 19, 2014, with the Charleston County Register of Deeds ("First Amendment"). Declarant executed a Second Amendment to the Declaration recorded in Book 0400 at Page 491 on April 22, 2014, with the Charleston County Register of Deeds ("Second Amendment").

WHEREAS, Declarant is Declarant for the Association, and is also the Declarant, also referred to as Grantor, for the Etiwan Pointe Horizontal Property Regime (“HPR Association”).

WHEREAS, the Etiwan Pointe Condominium Council of Owners, Inc. ("HPR Association") has amenities which the members of the Association are entitled to use pursuant the Second *[sic]* Amendment to the Master Deed Etiwan Pointe Horizontal Property Regime recorded in Book 0312 at Page 786 on February 25, 2013, with the Charleston County Register of Deeds ("2013 Second Amendment").

WHEREAS, Declarant has determined ambiguities exist in the Governing Documents of the Association and the governing documents of the HPR Association regarding the management and operation of such HPR Association amenities, and that an amendment to the Declaration is needed to eliminate such conflicts and ambiguities.

WHEREAS, Article 14 of the Declaration governs the method of amending the Declaration. Section 14.2 (a) provides that "during the Development Period . . . Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon the right of any Owner . . .". Further, Section 14(c) states the "amendment shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment."

WHEREAS, Article 6 of the Bylaws governs the method of amending the Bylaws. Section 6(a) provides that "during the Development Period . . . Declarant may unilaterally amend this Bylaws for any other purpose, provided the amendment has no material adverse effect upon the right of any Owner . . .". Further, Section 14.3 states the "amendment shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment."

WHEREAS, this Amendment shall have no material adverse effect upon the right of any Owner, and does not constitute a material amendment to the Declaration or the Bylaws;

WHEREAS, pursuant to Article 7, Section 7.1 of the Declaration, Declarant may unilaterally annex additional property, in whole or in part, without the consent of the Members by recording a supplemental declaration.

WHEREAS, Declarant now desires to annex additional property being more particularly described in **Exhibit 1**, attached hereto, ("New Townhomes") and subject the same to this Declaration and Bylaws, as may be amended, as provided for herein.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Association hereby amends the Declaration and Bylaws, and any prior amendments to any of them, and same are hereby amended as follows, and hereby submits this supplemental declaration:

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 and Bylaws, and in the Master Deed of Etiwan Pointe Horizontal Property Regime and the Bylaws of Etiwan Pointe Condominium Council of Owners, Inc. recorded in Book ~~15~~ 15 at Page 339 on October 28, 2005, with the Charleston County Register of Deeds, and as each may be amended, unless the context shall clearly suggest or imply otherwise.

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Supplemental Declaration

3. Declarant does declare the New Townhomes described in **Exhibit 1**, attached hereto and incorporated herein, which were dedicated to the Association by the HPR Association in the HPR Association's Third Amendment to the Master Deed and included therein as additional property, shall hereafter be owned, held, used, enjoyed, mortgaged, leased, and conveyed, transferred and occupied subject to the terms and conditions in the Declaration and Bylaws, as amended, or as may be further amended, from time to time, which shall run with the title to all said Property and shall be binding upon all Persons having any right, title or interest to such Property, their heirs, successors, successors-in-title and assigns.

Declaration

3. Article II of the Declaration is hereby amended by the insertion of the following definitions:

Section 23. Amenities Areas means and refers to the club house, pool, fitness center and dock located within the Etiwan Pointe Horizontal Property Regime ("HPR") property, as that term defined in the Master Deed of Etiwan Pointe Horizontal Property Regime ("HPR Property"), and any and all related recreational amenities and improvements now or hereafter located within the HPR's common elements as that term defined in the HPR's Master Deed.

Section 24. Amenity Board of Directors means and refers to the representative body responsible for the operation, management, repair, improvement, replacement and use of the Amenities Areas, and determining the budget and assessments for the Amenity Expenditures.

Section 25. Amenities Expenditures means and refers to all expenditures for the Amenities Areas only, lawfully made or incurred by or on behalf of the HPR Association, as defined below, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of the Horizontal Property Act of South Carolina, S.C. Code of Laws, §27-31-10 *et seq.*, the Master Deed of Etiwan Pointe Horizontal Property Regime and the Bylaws of Etiwan Pointe Condominium Council of Owners, Inc., for the Amenities Areas of that portion of the HPR Property not included in the HPR Units, as is more fully described in Section 5 of the Master Deed of Etiwan Pointe Horizontal Property Regime, and shall include the tangible personal property required for the maintenance and operation of the Amenities Area HPR Property, even though owned by the HPR Association.

Section 26. "Etiwan Pointe Participants" means and refers to those members of the Etiwan Pointe Townhomes Homeowners Association, Inc. availing themselves of the Amenities Areas as provided in the Recreational Facilities Easement by and between the HPR Association and the Etiwan Pointe Participants of the Etiwan Pointe Townhomes Homeowners Association, Inc. recorded in Book W586 at Page

779 on June 8, 2006, with the Charleston County Register of Deeds ("Easement"), as may be amended.

Section 27. "HPR Association" means and refers to the Etiwan Pointe Condominium Council of Owners, Inc. constituted by the Master Deed of Etiwan Pointe Horizontal Property Regime("HPR Master Deed") and the Bylaws of Etiwan Pointe Condominium Council of Owners, Inc. ("HPR Bylaws"), recorded in Book 555 at Page 339 on October 28, 2005, as may be amended, with the Charleston County Register of Deeds. Dwelling units and owners in the HPR Association shall be referred to as "HPR Units".

4. Article 4 of the Declaration is hereby amended by inserting the following as Section 4.9:

4.9 Amenities Areas. The Rules and Regulations, and all amendments and revisions thereof, pertaining to use of the Amenities Areas and facilities shall be posted in conspicuous places on the Amenities Areas or facilities, or otherwise be available in the Association's or the HPR Association's records upon written request of any Owner. The Owners hereby covenant and agree to be bound by all such Rules and Regulations, and shall obey same and cause Owner's family, tenants, guests, invitees and licensees to comply with terms of therein.

Any person who is an Owner, together with members of his family, guests, tenants, invitees and licensees, may use the Amenities Areas. Where a corporation is an Owner, the use of said Amenities Areas shall be limited at any one time to such officers, directors, employees or guests of said corporation who is in actual residence and such individual shall be deemed to be the Owner for the purposes of this paragraph. Where a party owns a Unit and leases same, the lessee shall be entitled to the use of the Amenities Areas and said lessee's rights thereto shall be the same as though said lessee were the Owner, and during the term of said lease, the Owner and his family shall not be entitled to the use of the facilities.

Should an Owner fail to pay his or her Amenity Assessments or Special Amenity Assessments, for that period of time that the Amenity Assessments or Special Amenity Assessments are delinquent, the HPR Association may suspend the Owner and/or any authorized user's use and enjoyment of the Amenities Areas until such time as all Amenity Assessments or Special Amenity Assessments are paid. If an Owner and/or authorized user has their right to the use and enjoyment of the Amenities Areas suspended, there shall be no reduction in the Amenity Assessments or Special Amenity Assessments due and payable by said Owner or authorized user. Likewise, should an Owner fail to pay his or her Assessments or Special Assessments, whether or not including Amenity Assessments or Special Amenity Assessments, for that period of time that the Assessments or Special Assessments are delinquent, the Association may also suspend the Owner and/or any authorized user's use and enjoyment of the Amenities Areas until such time as all Assessments or

Special Assessments are paid. If the Owner and/or authorized user have their right to the use and enjoyment of the Amenities Areas suspended, there shall be no reduction in the Assessments or Special Assessments, whether or not including Amenity Assessments or Special Amenity Assessments, due and payable by said Owner or authorized user. All sanctions, as outlined above, shall be limited to a delinquent Owners and shall be of no force and effect against non-delinquent Owners.

5. Article 8, Section 8.12 of the Declaration is hereby amended by the deletion of Section 8.12 in its entirety and its replacement with the following:

8.12 Assessments due to the HPR Association. In addition to the Assessments provided for in this Article 8, Owners shall be responsible for the payment of assessments for amenities owed to the HPR Association and to paid be and collected as may be provided for in this Declaration, the Bylaws, the HPR Master Deed and/or HPR Bylaws.

(a) Amenity Expenditures Budget. A copy of the budget for the Amenity Expenditures for the coming year shall be provided by the Amenity Board to the Association Board and the HPR Board no later than sixty (60) days prior to the beginning of each such fiscal year. The Amenity Assessment shall be included as a line item in the estimated budget and notice to the Association's membership, and the Amenity Assessment and Special Amenity Assessments, as the case may be, shall be payable by the Owners to the Association. The Association shall pay to the HPR Association all Amenity Assessments and Special Amenity Assessments collected by it from the Townhome Units.

(b) Allocation. To determine the pro rata share of the amount of the Amenity Expenditures to be allocated to each HPR Unit, Townhome Unit and Etiwan Pointe Participant, the total amount of the Amenity Expenditures budget for the given year shall be equally divided among the total number of HPR Units, Townhome Units and Etiwan Pointe Participants for that same year (the "Amenity Assessment").

(c) Amenity Assessment. The Amenity Board shall fix and determine from time to time the sum or sums necessary and adequate to operate, maintain, improve, insure, pay taxes, administer, repair or replace (inclusive of short term, long term and capital reserves) the Amenities Areas, in whole or in part, and determine the Amenity Expenditures for the coming year. The Amenity Expenditures shall include the insurance premiums and expenses relating to the Amenities Areas, including, without limitation, fire insurance and extended coverage; the costs of carrying out any powers and duties of the Association related to the Amenities Areas; any other expenses related to or for the Amenities Areas which are part of other costs borne by the HPR Association; and any other expenses for the Amenities Areas. Funds for the payment of Amenity Expenditures shall be assessed as Amenity Assessments against

the Owners, Unit Owners and the Etiwan Pointe Participants as may be set forth in this Declaration, the Bylaws, the HPR Master Deed and/or the HPR Bylaws.

(d) Special Amenity Assessment. The Amenity Board shall fix and determine from time to time a special assessment for the purpose of defraying, in whole or in part, the cost of any shortfall or deficit of expenses in excess of the Amenity Assessments collected ("Special Amenity Assessment"). Special Amenity Assessments, should such be required, shall be levied and payable in the same manner as provided for Amenity Assessments, and shall be payable in the manner as may be set forth in this Declaration, the Bylaws, the HPR Master Deed and/or HPR Bylaws.

(e) Default. In the event an Owner fails to pay any Amenity Assessment or Special Amenity Assessment in a timely manner, such Owner's rights, and anyone using through such Owner, to use the Amenities Areas may be suspended as provided for in the HPR Master Deed and the HPR Bylaws (and any Rules and Regulations). Delinquent Amenity Assessments or Special Amenity Assessments of an Owner may be enforced and collected by the Association in the same manner as set forth for the Association's Assessments in the Declaration and Bylaws, including, without limitation, that the Amenity Assessment or Special Amenity Assessment, together with interest, late charges, costs of collection and reasonable attorneys' fees, shall be a charge and continuing lien upon each Townhome Unit against which the such Amenity Assessment or Special Amenity Assessment or charge is made until paid, and that each such Amenity Assessment or Special Amenity Assessment, together with interest, late charges, costs of collection and reasonable attorneys' fees, also shall be the personal obligation of owner of the Townhome Unit at the time the assessment or charge arose.

6. Article 10, Section 10.6 of the Declaration is hereby amended by replacing the first two (2) sentences of this section in their entirety with the following two (2) sentences:

"Vehicles shall be parked only in the driveways and garages serving the Townhome Units, or in appropriate spaces or areas designated by the Board. In no event shall a vehicle be parked in a manner which limits or prevents access to a Townhome Unit or another vehicle, creates a hazardous condition, or obstructs the flow of traffic, including, without limitation, vehicles may not be parked on the street behind a or opposite of a driveway of any Townhome Unit(s)."

7. Article 10, Section 10.7 of the Declaration is hereby amended by replacing the first two (2) sentences of this section in their entirety with the following two (2) sentences:

"Owners of Townhome Units shall be obligated to refrain from any actions which would deter from or interfere with the use and enjoyment of the driveway by other users of the driveway. Prohibited activities shall include, without limitation,

obstruction of any of the driveways, and parking on the street behind a or opposite of a driveway(s).”

8. Article 9, Section 9.3(b) of the Declaration is hereby amended by the insertion of Section 9.3(b)(v) as follows:

(v) **Patio Additions.** With the prior written approval of the ARB, an Owner make a patio addition or extension for a Townhome Unit. Any such addition or extension shall not extend further than eight (8') feet from the existing patio, in any direction; provided, however, such extension or addition shall only be allowed as space permits, in the ARB's sole discretion, and such extension or addition shall terminate a minimum of two (2') from any pond, marsh, critical area and tree line. Such extension or addition shall conform, or be a betterment, in the ARB's sole discretion, to the exterior design, quality and materials of the existing patio.

9. Exhibit A, Legal Description, Page 1, and Description of potential future Townhome Units, Page 2, of the Declaration, is hereby amended by the deletion of Exhibit A in its entirety and its replacement with the Declaration **Exhibit A**, Legal Description, attached hereto and incorporated herein.

Bylaws

10. Article 3 (A), Section 1, of the Bylaws, is hereby amended by the deletion of Section 1 in its entirety and its replacement with the following:

Section 1. **Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class "B" Member or serving as a representative of the Declarant, the directors shall be owners, and eligible Members in good standing, and not in violation of the governing documents or in litigation with the Association; provided however, no Owners representing the same Unit may serve on the Board at the same time. Any director who ceases to be an owner, or who becomes more than sixty (60) days delinquent in the payment of any assessment due to the Association, or who becomes in violation of the governing documents of the Association, or who enters into litigation with the Association, shall not be eligible to continue to serve as a Director, provided that any Director who becomes more than sixty (60) days delinquent in the payment of any assessment due to the Association shall have ten (10) days to cure such delinquency prior to losing eligibility, or who becomes in violation of the Association's governing documents for more than ten (10) days and shall have an additional ten (10) days to cure such violation prior to losing eligibility. In the case of a Member which is not a normal person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member, provided no Member may have more than one

(1) such representative on the Board at a time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or the Declarant.

11. Article 3 (A), Section 2, of the Bylaws, is hereby amended by correcting the reference in the first paragraph to "Section 3.3" therein to "Section 3", as the correct section reference.

12. Article 3 (A), Section 2, of the Bylaws, is hereby amended by the inclusion of the following sentences at the end of the first paragraph of Section 2:

At the first meeting at which an election of all three directors is held, one director (the one receiving the largest number of votes) shall be elected to serve a term of three (3) years, one director (the one receiving the second largest number of votes) shall be elected to serve a term of two (2) years, and one director shall be elected to serve a term of one (1) year. Upon the expiration of these initial terms, successor directors shall be elected for three (3) year terms.

13. Article 3 (A), Section 3, of the Bylaws, is hereby amended by the inclusion of the following sentence at the end of Section 3:

During the Development Period, the Board shall consist of no less than three (3) directors. From the date of appointment by the Class "B" Member, one director shall serve for a term of one (1) year, one director shall serve for a term of two (2) years, and one director shall serve for a term of three (3) years.

14. Article 3 (C) of the Bylaws, is hereby amended by the insertion and addition of the following Section 7:

Section 7. Amenity Board of Directors.

(a) Number, Term and Qualifications. The Amenities Areas shall be operated, managed, and governed by the Amenity Board. The Amenity Board shall be composed of six (6) members. Three (3) members of the Amenity Board shall automatically be those persons elected to serve as the President, Vice-President and Secretary of the HPR Association's Board of Directors ("HPR Board"), and three (3) members of the Amenity Board shall automatically be those persons elected to serve as the President, Vice-President and Secretary of the Association's Board of Directors ("Association Board"). All Amenity Directors, except those designated by the Declarant, shall be Members of the Association or the HPR Association, as the case may be. Amenity Directors shall hold office for the term for which s/he was elected as an officer for his/her respective association, and until the Amenity Director's successor is elected and qualified, or until the resignation, death or removal of a director.

Any Amenity Director who ceases to be an Owner or Unit Owner; who ceases

to serve as an officer for his/her respective association; or who becomes more than sixty (60) days delinquent in the payment of any assessment due to the Association or the HPR Association shall not be eligible to continue to serve as an Amenity Director, provided that any Amenity Director who becomes more than sixty (60) days delinquent in the payment of any assessment due to the Association or HPR Association shall have ten (10) days to cure such delinquency prior to losing eligibility. In the event of the termination of an Amenity Director for ceasing to be an owner or for delinquency, the board of directors for the applicable association for that terminated Amenity Director shall elect, by a majority of such board, a new Amenity Director who must be a member in good standing of such applicable association. That newly elected Amenity Director shall serve until the office of the terminated Amenity Director is next elected and/or filled. Notwithstanding the above, the term "Owner" or "Unit Owner" shall be deemed to include without limitation, any shareholder, director, member, manager, officer, partner or trustee of any corporate or other entity which is a Owner or Unit Owner. However, any individual who would not be eligible to serve as a member of the Association Board or the HPR Boards were he not a shareholder, director, member, manager, officer, partner or trustee of such corporate or other entity, shall be deemed to have disqualified himself from continuing in office if he ceases to have any such affiliation with that corporate or other entity. No decrease in the authorized number of directors shall shorten the term of any incumbent Amenity Director. The provisions of this paragraph shall not apply in respect to directors appointed by the Declarant during the Development Period.

The organizational meeting of a newly elected Amenity Board shall be held within fifteen (15) days following their election, at such place and time as shall be fixed by the Association Board and the HPR Board by agreement prior to the meetings at which the Amenity Board was elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

(b) Removal of Amenity Board of Directors. Any one or more of the Amenity Directors may be removed by that board of directors through which he serves, or may be removed due to his removal from the board of directors on which he serves. Such removal may occur at a duly convened regular or special meeting of that Amenity Director's applicable board of directors, with or without cause, by the affirmative vote of the majority of such applicable board of directors, and a successor may then and there be elected to fill the vacancy thus created, or as may otherwise be provided for the removal of a director from the board in Declaration and Bylaws. Notice to the applicable board of directors of such meeting shall state the purpose, or one of the purposes, of the meeting is removal of an Amenity Director(s). Notwithstanding the foregoing, the Declarant shall have the right to remove any director appointed by the Declarant pursuant to the terms of the Declaration and Bylaws and appoint the successor.

(c) Vacancies. If the office of any Amenity Director(s) becomes vacant by

reason other than removal from office, a majority of the applicable board of directors for that vacant office of Amenity Director, shall choose a successor(s) who shall hold office for the balance of the unexpired term of such vacant office. Elections to fill such a vacancies shall be held at any regular or special meeting of the applicable board of directors. Notwithstanding the foregoing, the Declarant shall have the right to fill any vacancies caused by the departure of a director appointed by the Declarant pursuant to the terms of the Declaration and Bylaws and appoint the successor.

(d) Miscellaneous. The operation, duties, powers, functions, voting, meetings, officers, finances, and all other matters related to the Amenity Board are set forth in the HPR Master Deed and HPR Bylaws, as may be amended.

15. 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.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Phase 3 Townhomes and First Amendment to Bylaws of Etiwan Pointe Phase 3 Townhome Homeowners Association, Inc. this 26 day of June, 2017.

WITNESSES:

Rebbie Waters
Susan A. Skadan

STATE OF GEORGIA)
)
COUNTY OF Columbia)

DECLARANT:

Southeastern Recapitalization Group II, a South Carolina limited liability company

[Signature]
By: Jason Long
Its Authorized Signatory

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 26th day of June, 2017.

Susan A. Skadan
Notary Public for Georgia
My Commission Expires: July 12, 2017



EXHIBIT 1

Property Description

113 Winding Creek Court, TMS No. 537-01-00-492, Lot 1A

121 Winding Creek Court, TMS No. 537-01-00-564, Lot 1B

The above Townhome Units more particularly described on the plat entitled "Plat Showing the Subdivision of Charleston County TMS No. 537-01-00-492 into Lot 1A and Lot 1B, Owned By: Southeastern Recapitalization Group II, LLC, Town of Mount Pleasant, Charleston County, South Carolina", dated November 24, 2014, prepared by Patrick L. Hajes, SCPLS No.28584, HGBD Surveyors, LLC, recorded in the Charleston County Register of Deeds Office in Plat Cabinet S15, Page 28 on January 27, 2015.

**Declaration
EXHIBIT A**

Legal Description

The Townhome Units consist of the following units constructed or being constructed:

Building 118 - Units 1, 2, 3 & 4
Building 119 - Units 5, 6, 7, 8 & 9
Building 120 - Units 10, 11 & 12
Building 121 - Units 13, 14, 15, 16, 17 & 18
Building 122 - Units 19, 20, 21, 22, 23 & 24
Building 123 - Units 26, 27 & 28
Building 124 - Units 29, 30, 31, 32, 33 & 34
Building 125 - Units 35, 36, 37 & 38
Building 126 - Units 39, 40 & 41
Building 127 - Units 42, 43, 44 & 45
Building 128 - Units 46, 47, 48, 49, 50, 51 & 52
Building 129 - Units 53, 54, 55 & 56
Building 130 - Units 57, 58, 59, 60, 61 & 62
Building 131 - Units 63, 64, 65, 66 & 67
Building 132 - Units 68 & 69
HOA - Open Space Area No. 1 - 0.122 Ac., 5,305 S.F.
HOA Area No. 3 - 0.058 Ac., 2,539 S.F.

The above Townhome Units being more particularly described on the plat entitled "Final Subdivision Plat Etiwan Pointe, Phase 3A, Prepared for: Southeastern Recapitalization Group II, LLC, Town of Mount Pleasant, Charleston County, South Carolina" dated January 2, 2013, prepared by Rafal Pawlowski, SCRLS No. 26607, HGBD Surveyors, LLC, recorded in the Charleston County Register of Deeds Office in Plat Cabinet L13, Pages 74 through 79 on February 19, 2013.

The Townhome Units also consist of the following units constructed or being constructed:

113 Winding Creek Court, TMS No. 537-01-00-492, Lot 1A
121 Winding Creek Court, TMS No. 537-01-00-564, Lot 1B

The above Townhome Units more particularly described on the plat entitled "Plat Showing the Subdivision of Charleston County TMS No. 537-01-00-492 into Lot 1A and Lot 1B, Owned By: Southeastern Recapitalization Group II, LLC, Town of Mount Pleasant, Charleston County, South Carolina", dated November 24, 2014, prepared by Patrick L. Hajes, SCPLS No. 28584, HGBD Surveyors, LLC, recorded in the Charleston County Register of Deeds Office in Plat Cabinet S15, Page 28 on January 27, 2015.

Total of 71 Townhome Units

RECORDER'S PAGE

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



Filed By:

SIMONS & DEAN ATTY AT LAW
147 WAPPOO CREEK DR
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CHARLESTON SC 29412

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Misc/Amend

Charlie Lybrand, Register
Charleston County, SC

Maker:

SOUTHEASTERN RECAP ETC

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