

REC'D. PAYMENT 2-10-11  
PER CLERK  
RMC OFFICE  
CHARLESTON COUNTY, SC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON ) AMENDMENT TO AMENDED AND  
 RESTATED DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR  
 ETIWAN POINTE TOWNHOMES  
 HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Townhomes Homeowners Association, Inc. ("Association") made and entered into as of the 9 day of February, 2011.

**WITNESSETH:**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Etiwan Pointe Townhomes Homeowners Association, Inc. ("Restated Declaration") was recorded in the RMC Office for Charleston County, South Carolina on the 23<sup>rd</sup> day of August, 2007 in Book R-636 at Page 310; and

WHEREAS, at the annual meeting of the Association held December 8, 2010, Members of the Association holding at least two-thirds (2/3) of the total votes in the Association voted to amend Article XII of the Restated Declaration entitled "Leasing" by adding sub paragraph (3) to Section 2, paragraph (d) as hereinafter more specifically set forth.

NOW, THEREFORE, Article XII of the Restated Declaration is amended as follows:

(3) Liability for Assessments.

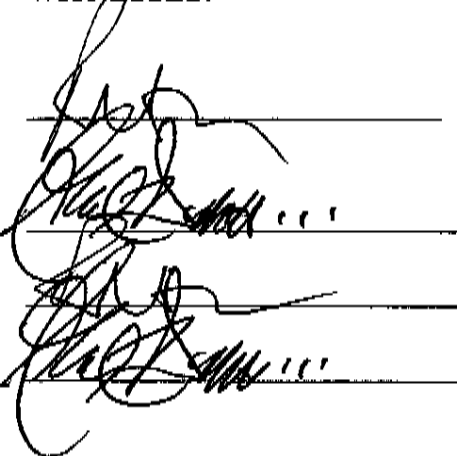
When an Owner who is leasing his Lot fails to pay any annual, special, or specific assessment of any other charge for a period more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent otherwise payable from the lessee to the Owner during the period of delinquency, and , upon request by the Board, lessee shall pay to the Association all unpaid annual, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, the monthly rental payments which would otherwise be payable to the Owner as monthly rent. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts

authorized under this Amended and Restated Declaration, as amended from time to time, as if lessee were an Owner and Association shall have the additional right to collect all past due assessments or other charges from lessee as per article VII hereof. The above provision shall not construed to release the Owner from any obligation for all assessments, for which he or she would otherwise be responsible. Lessee acknowledges receipt of a copy of the Amended and Restated Declaration as amended from time to time, the Bylaws and Rules and Regulations of the Association.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Restated Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President and Treasurer of Etiwan Pointe Townhomes Homeowners Association, Inc. have set their hands and seals this 9 day of February, 2011.

WITNESSES:

Four handwritten signatures are present on the left side of the page, each written over a horizontal line. The signatures are in cursive and appear to be those of the witnesses.

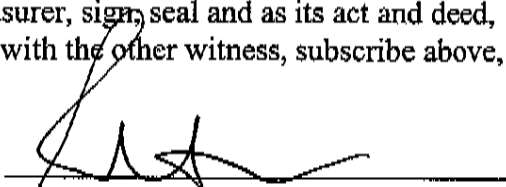
ETIWAN POINTE TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

BY: Thaddeus Jasek  
Thaddeus J. Lasek  
Its: President

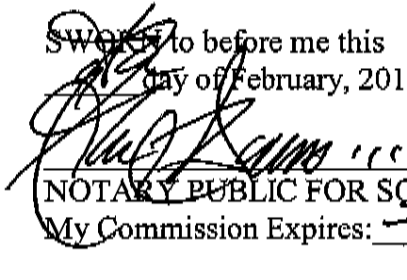
BY: J. Thomas Massey  
J. Thomas Massey  
Its: Treasurer

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me, the undersigned witness and made oath that (s)he saw the within named Etiwan Pointe Townhomes Homeowners Association, Inc. by Thaddeus J. Lasek, its President, and J. Thomas Massey, its Treasurer, sign, seal and as its act and deed, deliver the within written instrument, and that (s)he with the other witness, subscribe above, witnessed the execution thereof.



SWORN to before me this  
day of February, 2011



NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 2/11/12

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

CERTIFICATION

We, the undersigned Thaddeus J. Lasek, as President and J. Thomas Massey as Treasurer, of Etiwan Pointe Townhomes Homeowners Association, Inc., respectively, do hereby certify that at least two-third (2/3) of the total votes in the Association have approved the foregoing Amendment by voting in favor of the said Amendment at the Annual Meeting of the Members held December 8, 2010.

