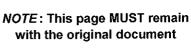
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Charlie Lybrand, Register Charleston County, SC

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON

) AMENDMENT TO DECLARATION) OF COVENANTS, CONDITIONS AND)RESTRICTIONS FOR PROPRIETOR'S ROW)TOWNHOME ASSOCIATON, INC.

KNOW ALL MEN BY THESE PRESENTS, THIS AMENDMENT TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

PROPRIETOR'S ROW TOWNHOME ASSOCIATION, INC. (the "Amendment") is made
as of the day of day of day, 2009, by the undersigned officer of Proprietor's Row

Townhome Association, Inc., as follows:

WHEREAS, DeStefano-Rugheimer Company, Inc., a South Carolina corporation, as Declarant, made certain property subject to that Declaration of Covenants, Conditions, and Restrictions for Proprietor's Row Townhome Association, Inc. dated November 9, 1984 and recorded November 13, 1984 at Book H-141, Page 655 in the RMC Office for Charleston County, as amended by instrument dated October 11, 1985 and recorded October 11, 1985 at Book W-148, Page 485 in the RMC Office for Charleston County (Covenants); and

WHEREAS, Article XIII, Section 4 of the Declaration, the Declaration may be amended by an instrument signed by the Owners of not less of not less than seventy-five (75%) percent of the lots, and since there are twenty four (24) lots, this Amendment is to be signed by Owners of no less than eighteen (18) of the lots.

NOW THEREFORE, the Declaration is hereby amended as follows:

- 1. Whereas Clauses. All abouve "whereas" clauses are incorporated herein.
- 2. <u>Capitalized Terms.</u> All capitalized terms shall have the same meaning as set forth in the Declaration unless stated herein.
- 3. <u>Amendment.</u> Article IX of the Covenants is hereby deleted in its entirety and replaced with <u>Exhibit A</u> attached hereto.
- 4. <u>No Other Changes.</u> This Amendment is subject to all of the provisions of the Declaration and except as specifically amended herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officer of the Association has caused these presents to be executed as of the day and year first above written:

WITNESSES:		PROPRIETOR'S ROW TOWNHOME ASSOCIATION, INC
Denise Brown Linda 2. Brown		By.: Joseph E. DaPore Young Clement Rivers, LLP P.O. Box 993 Charleston, South Carolina 29402 Attorney for Proprietor's Row Townhome Association, Inc.
STATE OF SOUTH CAROLINA)	ACKNOWLEDGMENT
COUNTY OF CHARLESTON)	NCK (O VIED ON EL VI
I, Amanda K. DeMato, Notary P that PROPRIETOR'S ROW TOWNH E. DaPore, its attorney, personally appeacknowledged the due execution of the formula of the for	IOME A	ASSOCIATION, INC., by and through Joseph fore me this day of the construment.

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

I CONSENT

MegaMastra Ole & Frierson	Sign Here: Manay A. Chiks Print Name: Nancy A. Chiks Address: 8000 long Drive
	<u>Charleston, SC 9940</u> 7 Date: 7/25, 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
hereby certify that Nancy A. Chiles	Notary Public for the State of South Carolina, do personally appeared before me this 25 day he due execution of the foregoing instrument.

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

WITNESSES:	<u>I CONSENT</u>
Jana A. Mull- Writ 832 Colony	Sign Here: Ann Marion Print Name: Ann Marion Address: 13 Lord Ashley Dr Charleston SC 29407 Date: 6/10 ,2008
write by	Date. 6 10 , 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT) Notary Public for the State of South Carolina, do
COUNTY OF CHARLESTON I, Samantra Kramer,)

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

I CONSENT

WITNESSES:

Walnum Ce.

Eleca Mundy	Sign Here: Helen C fratt-Thomas Print Name: Helen C fratt-Thomas Address: 808 colony Drive Charleston, 509407 Date: 411, 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
•	Notary Public for the State of South Carolina, do
hereby certify that Helen (Fratt-7)	personally appeared before me this II day
of June, 2008, and acknowledged th	e due execution of the foregoing instrument.
Selande Claudu Notary Pallis for South Carolina ON Ethiotical expires: July 13, 2008	

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

I CONSENT

WITNESSES-

WIITEDOID.	
Wendy rwing	Sign Here: Dlomes L. Kapp Print Name: Thomas L. Kapp Address: 852 Colonys Clas - SC. Date: 6/2668, 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
hereby certify that Thomas L. Kapp of L. L., 2008, and acknowledged the L.	Notary Public for the State of South Carolina, do personally appeared before me this 26 day ne due execution of the foregoing instrument.
My commission expires: Thay 4, 2018	

IN WITNESS WHEREOF, the undersigned officer of the Association has caused these presents to be executed as of the day and year first above written

Elfancillate mundy

WITNESSES:

PROPRIETOR'S ROW TOWNHOME ASSOCIATION, INC.

By: Heken cfratt-Tromas

Its: owner of soscology Drive

STATE OF SOUTH CAROLINA)
ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, Sonya C Selander, Notary Public for the State of South Carolina, do hereby certify that PROPRIETOR'S ROW TOWNHOME ASSOCIATION, INC., by Helen C Pratt-Thomas, its Owner of 828 Colony Dr., personally appeared before me this 11th day of June, 2008, and acknowledged the due execution of the foregoing instrument.

Notary Public for South Carolina
My commission expires: July 13, 2008

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

I CONSENT

Markhan	Sign Here: DEBRA Z. HOLLIS Print Name: DEBRA Z. HOLLIS Address: 842 COLDNY DRIVE CHARLESTON SC 29407 Date: June 26, 2008
) ACKNOWLEDGMENT) Notary Public for the State of South Carolina, do personally appeared before me this 26 day
7	the due execution of the foregoing instrument.

The undersigned do/does hereby consent to all of the terms and conditions stated herein.

WITNESSES:	I CONSENT
Jam Baily	Sign Here: Melda B Codele
	Print Name: Nelda B Codell
Mason - C	Address: 8/8 Colony Dr
	Charleston SC
	Date: 8/26/08, 2008
	•
COMMONWEALTH OF KENTUCKY STAXKEXDENSOLVENIX) ACKNOWLEDGMENT
COUNTY OF CHARRESTON CLARK)
Martha Ella Ridson	COMMONWEALTH OF KENTUCKY Notary Public for the ***********************************
hereby certify that blda B Bde	personally appeared before me this 26-day
	e due execution of the foregoing instrument.
Martha Ellan Xadon	
	WEALTH OF KENTUCKY, STATE AT LARGE
My commission expires: $\frac{1}{16}$	•
I^*	

The undersigned do/does hereby consent to all of the terms and conditions stated herein.

WITNESSES:	<u>I CONSENT</u>
Joseph S. C.	Sign Here: Stagan Codeea Print Name: J. Hagan Codell Address: 818 Colony Drive Charleston SC 29409
	Date: 8/26, 2008
COMMONWEALTH OF KENTUCKY ***********************************) ACKNOWLEDGMENT) COMMONWEALTH OF KENTUCKY Notary Public for the SENEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
<i>a</i> 111.	
Notary Public for **SONTEXT COMMONW My commission expires:	e due execution of the foregoing instrument. WEALTH OF KENTUCKY, STATE AT LARGE
, i	

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

WITNESSES:	<u>I CONSENT</u>
Ja. Ohils	Sign Here: Carre miskos Print Name (ARO/ Moskos Address: 834 Colony Dr. Chos. Sczq407
	Date: $8 - 21 - 08$, 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
I, Mana A. Chiles	, Notary Public for the State of South Carolina, do
	onge personally appeared before me this 21st day
of 2008, and acknowledged	the due execution of the foregoing instrument.
200 Chil	
Nothing Path for South Carolina Wy commission expires: 11/01/2016	う
The Said	

The undersigned do/does hereby consent to all of the terms and conditions stated herein.

I CONSENT

WITNESSES:	I CONSENT
Selz-Joso 3a. Quils	Sign Here: Print Name: All Doth Address: All Colonia Date: 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
hereby certify that Felipe Lusy	Notary Public for the State of South Carolina, do personally appeared before me this 3 day
Potary Public for South Carolina My bind Assion expires:	he due execution of the foregoing instrument.

The undersigned do/does hereby consent to all of the terms and conditions stated herein.

I CONSENT

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

The first	Sign Here: Trigania E. Martin
	Print Name: Vinginia E. Martin
- Stews	Address: 834 Colony Dr.
	Chas, sc 29401
	Date: 17445+ 21, 2008
STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT
COUNTY OF CHARLESTON	j .
I, Nang A. Chiles,	
hereby apptify that Thomas W. Ra	Notary Public for the State of South Carolina, do personally appeared before me this Hay
hareh Wartify that Thomas W. Pa	personally appeared before me this Asaay
Bi Guestify that Thomas W. Rand acknowledged to	Notary Public for the State of South Carolina, do personally appeared before me this Aday the due execution of the foregoing instrument.
hareh Wartify that Thomas W. Pa	personally appeared before me this Asaay

The undersigned do/does hereby consent to all of the terms and conditions stated herein.

WITNESSES:	I CUNSENT
Carolamoskin	Sign Here: Diane C. Shipes Print Name: Diane C. Snipes Address: 860 Colony Dx.
$\sim M \cap M$	Print Name: DiAne C SNipes
- Ja. Chuy	Address: 860 Colony De.
	Chas & C. 29407
	Date: 8/21/08, 2008
	·
STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)
I, Nancy A. Chiles, 1	Notary Public for the State of South Carolina, do
hereby certify that Owol A. Mosko	personally appeared before me this day
of August, 2008, and acknowledged the	e due execution of the foregoing instrument.
Notary Public for South Carolina	
My commission expires: 11/01/3010	•

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

I CONSENT

Bourie Miles hoss	Sign Here: Can Can Print Name: ELAINE D. LATTO Address: 858 COLONY DR CHAPLESTON, S. C-2940
STATE OF SOUTH CAROLINA	Date: August 3/, 2008
STATE OF SOUTH CAMODATA) ACKNOWLEDGMENT
CHARLESTON)
	Notary Public for the State of South Carolina, do personally appeared before me this It day
Notary Public for South Carolina	ne due execution of the foregoing instrument.
My commission expires: My Commission Exp	ing course of water

The undersigned do/does hereby consent to all of the terms and conditions stated herein.

WITNESSES:	<u>I CONSENT</u>
Caral a. Moskin	Sign Here: Anthony Agresta Print Name: Authory Agresta Address: 846 Coxony Or CHAS S.C. 29407
	CHAS. S. C. 29407 Date: Aug 21, 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
hereby tempy that Covo (A. Mosko	Notary Public for the State of South Carolina, do personally appeared before me this <u>May</u> are due execution of the foregoing instrument.

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

WIINESSES:	<u>I CUNSEN I</u>
Aldbert Snow	Sign Here: Brenda W. Green Print Name: Brenda W. Green Address: 840 Colony Dr. Charleston Sc 29409
	Date:
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
	, Notary Public for the State of South Carolina, do
hereby certify that BEWDA W. GR	personally appeared before me this <u>25</u> th day
2008, and acknowledge	ged the due execution of the foregoing instrument.

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

WITNESSES:	<u>I CONSENT</u>
hyran lafar	Sign Here: Print Name: Richard 1. Fugle
	Address: 13770 FM 713
	Rosanky, TX 78953
	Date: 7 MAY, 2009
•	
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
I, Laura O. Hernandy	Notary Public for the State of South Carolina, do
	personally appeared before me this 7 day
	he due execution of the foregoing instrument.
Prince C Hernandy	
My commission expires: 6/18/1(
	·

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

I CONSENT

Jessica y Nelson Mytank Mayer	Sign Here: Jathony Japasha Print Name: Ah Thony Syresha Address: 846 Date: May 1 Da, 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
harehy certify that Anthony Agreeda	Notary Public for the State of South Carolina, dopersonally appeared before me this day ne due execution of the foregoing instrument.

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

WITNESSES:	<u>I CONSENT</u>
Care masker	Sign Here: Las DB-se Print Name: Lastic DB-se Address: 822 Colony D.
	Date: Fab. + , 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT
I, Nance A. Chiles, hereby certify that Qual maskix	Notary Public for the State of South Carolina, do personally appeared before me this 44 day the due execution of the foregoing instrument.
Notary Full & for South Carolina My companission expires: 11/01/2010	

The undersigned hereby consents to all of the terms and conditions stated herein and represents and warrants that he/she/it is authorized to give this consent on behalf of all of the owners of the Townhome Lot.

This Consent may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

I CONSENT

Carel Misky	Sign Here: Cauclette Bell Print Name: Claudette Bell 850 Address: # 1 Coventry Cuele Colony Sharleston, 50 29407 Chas 50 Date: 02-04-2008 2008
STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON) ACKNOWLEDGMENT)
Without Vertify that Corol Moskos	Notary Public for the State of South Carolina, do personally appeared before me this 44 day ne due execution of the foregoing instrument.

Exhibit A

Article IX

Exterior Maintenance

Boards Right to Assess Owner

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance to each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, trees, shrubs and walks. Such exterior maintenance shall not include glass surfaces or maintenance to decks, patio or balconies, except for staining of railings and fences, which shall be provided as required. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each lot at all reasonable time to perform maintenance as provided in this Article.

Any other Exterior maintenance to a unit which includes maintenance of window sills, frames, doors, and door frames shall be at the individual owner's expense. If an owner fails to perform necessary maintenance on their unit, as determined by the Board, a request in writing will be sent to the owner. The request shall demand the work be done in a specified amount of time. If the work is not completed to the Board's satisfaction within 30 days, the Board in its discretion reserves the right to perform the maintenance and charge the maintenance expenses incurred back to the individual owner. The Board shall also assess the incidental costs associated with the maintenance to the homeowner.

In the event that the need for maintenance, repair or replacement upon a lot or the improvements thereon is caused through the willful or negligent act of the Owner, his

family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in South Carolina Standard Fire and Extended Coverage insurance polices, the cost incurred by the Board which is not covered by the insurance policies set forth in Article XIV of the By-Laws of Proprietor's Row Townhome Association, Inc. shall become an assessment upon the lot(s). Any shortfall in insurance or non-covered loss or deductible under the insurance polices set forth in Article XIV of the By-Laws of Proprietor's Row Townhome Association, Inc. will be the responsibility of the Owner. Said amount so assessed will become due and payable to the Board and any such assessments not paid within 30 days of notification shall accrue interest at the rate of 1 ½% per month until satisfied. In addition, any assessments levied for maintenance and/or repair are subject to Article VI of the Declarations, Covenants, Conditions and Restrictions for Proprietor's Row Townhome Association, Inc.