

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
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THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROPRIETOR'S ROW TOWNHOME ASSOCIATION, INC. (Original Declaration recorded at Book H-141, Page 655; First Amendment recorded at Book W-148, Page 485; Second Amendment recorded at Book 0069, Page 743, RMC Office for Charleston County, South Carolina)

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Proprietor's Row Townhome Association, Inc. ("*Third Amendment*") is made and entered into (and certified by the below-signed officer(s) of Proprietor's Row Townhome Association, Inc.) as of the 27<sup>th</sup> day of February, 2012 in order to evidence amendment of the Declaration (as hereinafter defined) and the By-Laws (as hereinafter defined) of the Association (as hereinafter defined).

**BACKGROUND**

- A. DeStefano-Rugheimer Co., Inc., a South Carolina corporation ("*Declarant*") previously executed and recorded in the RMC Office for Charleston County, South Carolina instrument entitled "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, RMC Office for Charleston County, South Carolina (the "*Original Declaration*"). The Original Declaration has subsequently been amended by instrument dated October 11, 1985 and recorded October 11, 1985 at Book W-148, Page 485, said RMC Office ("*First Amendment*") and by instrument dated as of July 21, 2009 and recorded July 23, 2009 at Book 0069, Page 743, said RMC Office ("*Second Amendment*") with the Original Declaration as so amended being hereinafter referred to as the "*Declaration.*"
- B. The Declaration contained at Exhibit "B" the By-Laws of Proprietor's Row Townhome Association, Inc. (which by-laws, as subsequently amended as shown by the corporate records of the Association are hereinafter sometimes referred to as the "*By-Laws*").
- C. The Declaration provided at Article XIII, Section 4 for amendment of the Declaration including the provision that, for the period beginning twenty (20) years after the recording of the Original Declaration, the Declaration may be amended "by an instrument signed by the Owners (as defined in the Declaration) of not less than seventy-five (75%) percent of the lots" and more than twenty years have passed since the recording of the Original Declaration and the Declarant has conveyed all of the properties which are subject to the Declaration.
- D. This Third Amendment has been approved as more fully set forth below by express written consent of seventy-five (75%) percent or more of the Owners of property subject to the Declaration as evidenced by the signature of each Owner attached hereto. This Third Amendment, among other matters, is intended to replace in its entirety the Second Amendment and to provide for exterior maintenance duties, responsibilities and rights with respect to the properties that are subject to the Declaration as set forth herein.

## AGREEMENT

NOW, THEREFORE, pursuant to approval by Owners of at least seventy-five (75%) percent of the properties which are subject to the Declaration, the Declaration is amended as follows:

I. The Second Amendment and Article IX of the Declaration are deleted in their entirety and are replaced by this Third Amendment, so that Article IX of the Declaration shall provide as stated in this Third Amendment

II. Article IX is amended to provide as follows:

### ARTICLE IX

#### EXTERIOR MAINTENANCE

Section 1. Association shall be responsible for maintenance of Common Area, if any, as provided elsewhere in the Declaration.

Section 2. To the extent provided in this Article IX and to the extent of funds received by the Association for such work, Association shall be responsible for exterior maintenance of each Lot and improvements thereon. Subject to the foregoing and except as otherwise provided in this Article IX, Association shall be responsible to perform the following repairs, replacement and maintenance, including but not limited to periodic repainting on such schedule as the Board of the Association shall determine:

- (a) Exterior stucco walls on each residence located on a Lot.
- (b) Brickmold and trim around exterior windows and doors.
- (c) Courtyard walls (all sides).
- (d) All exterior painting, including exterior walls, doors, windows and other non-structural architectural details visible from outside the improvements.
- (e) Roof repairs and replacement, including but not limited to roofing material, underlying sheathing, felt cloth and similar insulation materials and roof supporting timbers and trusses.
- (f) Gutters and downspouts.
- (g) Driveways and walkways.
- (h) Designated parking areas.
- (i) Lawns and grass areas, including but not limited to approved trees and shrubs.
- (j) Balconies and decks.
- (k) Front stoops.

- (l) Front and rear steps.

Section 3. Each Owner of a Lot shall be responsible to provide at such Owner's cost all exterior repairs, maintenance, replacement and painting which is not expressly declared in this instrument to be the responsibility of the Association, including but not limited to the following:

- (a) All exterior glass.
- (b) Courtyard gates.
- (c) Exterior patio areas located between the back steps of a residence and the gate or other entranceway providing access to such patio area.
- (d) All interior repairs and improvements, including but not limited to interior walls (whether weight-bearing or not), wall finishes, floors, plumbing, utility systems, appliances and other personal property of Owner, supporting walls (including party walls) and foundations; provided, however, all contracts relating to the foundation, weight-bearing exterior walls, party walls and roof support systems shall be subject to review and approval of Association as provided in this Section 3.
- (e) All repair, restoration and rebuilding as is required of an Owner pursuant to Article XII.

An Owner who intends to do any of the work that is described in this Section 3 shall submit all related plans and contracts to Association not fewer than 30 days prior to the proposed commencement date of such work. An Owner shall not proceed with any such work unless and until Association shall have approved the work by instrument in writing delivered to the Owner. An Owner shall provide such additional information as Association may reasonably request. Association shall be deemed to have approved any contracts and other proposals presented to it unless Association shall have given written notice of disapproval to the submitting Owner within 30 days after the date on which all material reasonably requested by Association shall have been provided to Association.

Section 4. Notwithstanding that Association shall be responsible to contract for and to supervise exterior repairs, replacement, maintenance and painting as provided in this Article IX, each Owner shall be separately assessed for that portion of such work attributable to each such Owner's Lot and improvements. Each Owner's share of such costs shall be apportioned based either on the ratio which the surface square footage of an Owner's property which is affected shall bear to the entire square footage of all comparable areas that are being maintained pursuant to the same contract or plan of maintenance or, alternatively, on such other basis as the Board of the Association acting in its business judgment shall deem proper under the circumstances then prevailing. Association may, but shall not be obligated to, commence any such work prior to such time as the affected Owner shall have paid to Association the costs assessed to that Owner for such work. Association may allow payment of such costs in installments on such terms and conditions as the Board of the Association shall determine by a majority vote. In determining amounts due from an Owner, Association shall give full credit for sums payable to the Association by third-party sources such as (but not limited to) insurance proceeds, warranty coverage and third-parties who are responsible for damage to property.

Section 5. An Owner who wishes to repair, replace, maintain or paint any exterior portion of such Owner's property more often than such work shall be done by the Association may do so

provided that any such Owner shall submit all such plans and contracts (including but not limited to name of contractor, color choices, dates of performance, performance and completion bonds and such other reasonable documentation as Association may request) to Association not fewer than 30 days prior to the proposed commencement of such work. An Owner shall not proceed with any such work unless and until Association shall have approved the work by instrument in writing delivered to the Owner. Failure by the Association to deliver a written decision (whether approval or disapproval) to an Owner within 30 days after all requested material has been delivered to Association shall be deemed to constitute approval by Association of the proposal presented to Association.

Section 6. Notwithstanding any other provision of the Declaration, in the event that the need for exterior maintenance, repair or replacement upon a Lot or the improvements thereon is caused through the willful or negligent act of the Owner of the affected Lot or of such Owner's family, guests or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles and smoke, or any of the foregoing, as the foregoing are currently defined and explained in South Carolina Standard Fire and Extended Coverage insurance policies, all of the cost of such maintenance, replacement or repair which is not received by Association from insurance or other sources shall be paid immediately upon demand to Association by the Owner of the affected Lot. All such costs shall be assessed against the Owner of the affected Lot by written notice from Association and shall be due and payable upon receipt. Any excess of costs for such repairs over insurance proceeds, if any, including any deductible amount applicable pursuant to the provisions of any insurance policy, shall be the responsibility of the Owner and subject to assessment as aforesaid. All such assessments shall be due and payable immediately upon notice; any such assessment not paid in full within thirty (30) days of such notification shall bear interest from the date of the assessment at the rate of 1-1/2% per month until paid in full to the Association. Except as may be specifically provided herein to the contrary, any assessments pursuant to this Article IX shall be both a lien against the Lot and improvements thereon and the personal obligation of the Owner and payment of such assessment shall be enforced and governed as a lien of assessments as provided at Article VI and elsewhere of the Declaration.

Section 7. Association may levy on an annual basis a specified annual assessment which shall be the same with respect to each Owner and Lot for reasonably anticipated maintenance expenses of the Association in the manner as provided elsewhere in the Declaration for annual assessments. Notwithstanding any other provision of the Declaration, Association may levy special assessments for costs of repair, maintenance and replacement including repainting, the need for which may not have been anticipated by Association at the time when the annual budget was proposed but which needs become apparent in the business judgment of the Board of the Association during the course of a budget year. All such assessments which are levied during the business year of the Association for expenses which were not anticipated in the annual budget of the Association shall be collectible as a Special Assessment as provided in Article VI and elsewhere of the Declaration, provided that any Assessment which is treated as a Special Assessment for repairs, maintenance, replacement and painting of improvements to the Lots or any of them pursuant to this Article IX shall require approval of majority of the Board of the Association and shall not be subject to further approval by Owners or any portion of the Owners. Notwithstanding the provisions of Section 5 of Article VI of the Declaration relating to "uniform rate of assessment," assessments for repairs, maintenance, replacement and painting of improvements as provided in this Article IX may be prorated among the Owners based on the square footage of the area subject to such work or on such other reasonable basis as the Board of Directors of the Association may determine acting in its business judgment.

III.

MISCELLANEOUS

Section 1. Capitalized terms which are used but are not defined in this Third Amendment shall have the meaning given to them in the Declaration.

Section 2. Except as expressly amended herein or as amended by necessary implication, the Declaration and all attachments to the Declaration, as the same may have been amended previously in writing, shall remain in full force and effect except that no effect shall be given to the Second Amendment.

Section 3. Association shall have the right to and easement for unobstructed access over and upon each Lot and the exterior of improvements thereon at all reasonable times to perform maintenance as provided in this Article.

Section 4. In case of any conflict between the provisions of this Third Amendment and the provisions of the Declaration, as previously amended, or the By-Laws of the Association, the provisions of this Third Amendment shall control.

IN WITNESS WHEREOF, the undersigned Owners of 75% or more of the Lots which are subject to the Declaration have set their hands and seals as of the date shown next to each signature.

*(SIGNATURE PAGES FOLLOW)*

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Martha E. Ladson  
Signature of Witness #1  
Amelia Bayley  
Signature of Witness #2

J. Hagan Codell (SEAL)  
Name: **J. Hagan Codell**  
Owner of: **818 Colony Drive, (Lot 1, Phase I)**  
Date Signed: 11/7/11

Martha E. Ladson  
Signature of Witness #1  
Amelia Bayley  
Signature of Witness #2

Nelda B. Codell (SEAL)  
Name: **Nelda B. Codell**  
Owner of: **818 Colony Drive, (Lot 1, Phase I)**  
Date Signed: 11/7/11

STATE OF Kentucky )  
COUNTY OF Clark )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 7 day of November, 20 11  
by the above-signed Owners.

Allison Roberts ID #443114 (SEAL)  
Notary Public for State of KY at Large  
My Commission Expires May 16, 2015  
[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Witness #1

*[Handwritten Signature]* (SEAL)

Name: Nancy A. Chiles  
Owner of: 820 Colony Drive, (Lot 2, Phase I)

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Witness #2

Date Signed: November 3, 2011

STATE OF South Carolina )  
  )  
COUNTY OF Charleston                   )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 3 day of November, 20 11 by the above-signed Owner(s).

*[Handwritten Signature]* (SEAL)  
Notary Public for South Carolina  
My Commission Expires Sept 3 2013  
[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Alta Shultz*  
Signature of Witness #1  
*Bethany Dixie*  
Signature of Witness #2

*Norman Howard Bell* (SEAL)  
Name: **Norman Howard Bell, Trustee under the  
BELL LIVING TRUST, dated March 17, 2006**  
Owner of: **822 Colony Drive, (Lot 3, Phase I)**  
Date Signed: *Nov. 30, 2011*

*Alta Shultz*  
Signature of Witness #1  
*Bethany Dixie*  
Signature of Witness #2

*Ledlie Dinsmore Bell* (SEAL)  
Name: **Ledlie Dinsmore Bell, Trustee under the  
BELL LIVING TRUST, dated March 17, 2006**  
Owner of: **822 Colony Drive, (Lot 3, Phase I)**  
Date Signed: *November 30, 2011*

STATE OF *South Carolina* )  
COUNTY OF *Charleston* )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this *30<sup>th</sup>* day of *November*, 20 *11*  
by the above-signed Owners.

*Courtzy Hill* (SEAL),  
Notary Public for *Charleston County South Carolina*  
My Commission Expires *February 12, 2018*  
[Affix official notarial seal or stamp]



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Marilyn M. Halavonic  
Signature of Witness #1  
Ashley Gray  
Signature of Witness #2

Margaret Patricia Sosnowski (SEAL)  
Name: **Margaret Patricia Sosnowski**  
Owner of: **824 Colony Drive, (Lot 4, Phase I)**  
Date Signed: Feb 15, 2012

Marilyn M. Halavonic  
Signature of Witness #1  
Ashley Gray  
Signature of Witness #2

John Skinner Sosnowski (SEAL)  
Name: **John Skinner Sosnowski**  
Owner of: **824 Colony Drive, (Lot 4, Phase I)**  
Date Signed: Feb. 15, 2012

STATE OF SC )  
COUNTY OF Charleston )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 15 day of February, 2012  
by the above-signed Owners.

Rochelle McLawhorn (SEAL)  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_  
[Affix official notarial seal or stamp]

ROCHELLE MCLAWHORN  
Notary Public - State of South Carolina  
My Commission Expires August 31, 2016

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Shannen Bivens  
Signature of Witness #1  
Robin Fraley  
Signature of Witness #2

\_\_\_\_\_(SEAL)  
Name: **Frances Allen Sadler, Trustee of the Frances  
Allen Revocable Trust dated October 10, 2001**  
Owner of: **826 Colony Drive, (Lot 5, Phase I)**

Date Signed: Frances Allen Sadler

Shannen Bivens  
Signature of Witness #1  
Robin Fraley  
Signature of Witness #2

\_\_\_\_\_(SEAL)  
Name: **Robert Karl Sadler, Trustee of the Frances  
Allen Revocable Trust dated October 10, 2001**  
Owner of: **826 Colony Drive, (Lot 5, Phase I)**

Date Signed: Robert K. Sadler

STATE OF South Carolina )  
COUNTY OF Charleston )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 18th day of November, 2011  
by the above-signed Owners.

Renee M. Ussery (SEAL)  
Notary Public for South Carolina  
My Commission Expires 8/11/19  
[Affix official notarial seal or stamp]

**RENEE M. USSERY**  
Notary Public - State of South Carolina  
My Commission Expires August 11, 2019



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Signature of Witness #1  
Caroline [Signature]  
Signature of Witness #2

Ann M. Marion (SEAL)  
Name: Ann M. Marion  
Owner of: 832 Colony Drive, (Lot 8, Phase I)  
Date Signed: 11/18/11

STATE OF South Carolina  
COUNTY OF Dorchester

)  
) **ACKNOWLEDGMENT**  
)

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 20 11  
by the above-signed Owner(s).

Carrie Kendall (SEAL)  
Notary Public for State of S.C.  
My Commission Expires April 1, 2018  
[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Margaret H. Romano  
Signature of Witness #1

[Signature]  
Signature of Witness #2

Virginia E. Martin (SEAL)  
Name: Virginia E. Martin

Owner of: 834 Colony Drive, (Lot 9, Phase I)

Date Signed: 11/17/11

Jada L. Johnson  
Signature of Witness #1

[Signature]  
Signature of Witness #2

Carol A. Moskos (SEAL)  
Name: Carol A. Moskos

Owner of: 834 Colony Drive, (Lot 9, Phase I)

Date Signed: 11/17/11

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2011  
by the above-signed Owners.

Margie T. Robinson (SEAL)  
Notary Public for South Carolina  
My Commission Expires April 29, 2014  
[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Signature of Witness #1

[Signature]  
Signature of Witness #2

Lee E. Wheless (SEAL)

Name: **Lee E. Wheless**  
Owner of: **836 Colony Drive, (Lot 10, Phase I)**

Date Signed: 11/17/11

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
(SEAL)

Name: **April L. Barnado**  
Owner of: **836 Colony Drive, (Lot 10, Phase I)**

Date Signed: \_\_\_\_\_

STATE OF SC )

COUNTY OF Charleston )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2011,  
by the above-signed ~~owner~~ Lee Wheless.

[Signature] (SEAL)

Notary Public for SC

My Commission Expires 10/13/2020

[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Signature of Witness #2

*Lawson M. Nichol*  
Signature of Witness #1  
*Debra L. Fortune*  
Signature of Witness #2

\_\_\_\_\_  
(SEAL)

Name: **Lee E. Wheless**  
Owner of: **836 Colony Drive, (Lot 10, Phase I)**

Date Signed: \_\_\_\_\_

*April L. Barnado*  
\_\_\_\_\_  
(SEAL)

Name: **April L. Barnado**  
Owner of: **836 Colony Drive, (Lot 10, Phase I)**

Date Signed: 11/17/11

STATE OF N Carolina )  
COUNTY OF Durham )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 17 day of Nov, 2011  
by the above-signed Owners.

*Debra L. Fortune*  
Notary Public for N Carolina  
My Commission Expires 3-4-2012  
[Affix official notarial seal or stamp]



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Signature of Witness #1

[Signature]  
Signature of Witness #2

Brenda W. Green (SEAL)

Name: **Brenda W. Green**  
Owner of: **840 Colony Drive, (Lot 12, Phase I)**

Date Signed: November 10, 2011

STATE OF S.C. )  
COUNTY OF Charleston )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 10 day of Nov., 20 11  
by the above-signed Owner(s).

[Signature] (SEAL)  
Notary Public for S.C.

My Commission Expires July 11, 2014  
[Affix official notarial seal or stamp]

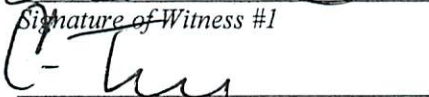



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
\_\_\_\_\_  
Signature of Witness #1

  
\_\_\_\_\_  
Signature of Witness #2

  
\_\_\_\_\_  
Signature of Witness #1

  
\_\_\_\_\_  
Signature of Witness #2

  
\_\_\_\_\_  
(SEAL)

Name: **Taylor A. Horst**  
Owner of: **842 Colony Drive, (Lot 13, Phase II)**

Date Signed: 11/17/11

  
\_\_\_\_\_  
(SEAL)

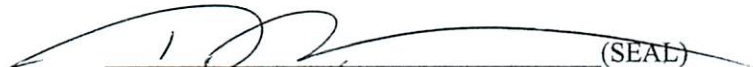
Name: **Nicole Dray**  
Owner of: **842 Colony Drive, (Lot 13, Phase II)**

Date Signed: 11/17/11

STATE OF South Carolina )  
  )  
COUNTY OF CHARLESTON )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 20 11  
by the above-signed Owners.

  
\_\_\_\_\_  
(SEAL)

Notary Public for South Carolina  
My Commission Expires 07-11-2021  
[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
 IN THE PRESENCE OF:

Suzanne C. Burch  
 Signature of Witness #1

[Signature] (SEAL)

Name: **Phillip Florence, Jr.**  
 Owner of: **848 Colony Drive, (Lot 16, Phase II)**

Susan Cuel  
 Signature of Witness #2

Date Signed: 2/8/12

STATE OF South Carolina )  
 )  
 COUNTY OF Charleston )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2012  
 by the above-signed Owner(s).

Susan Cuel (SEAL)  
 Notary Public for South Carolina  
 My Commission Expires 2/25/2019  
 [Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Ranette Singleton*  
Signature of Witness #1

*Wendy Wain*  
Signature of Witness #2

*Ranette Singleton*  
Signature of Witness #1

*Wendy Wain*  
Signature of Witness #2

*Thomas L. Kapp* (SEAL)

Name: **Thomas L. Kapp**  
Owner of: **852 Colony Drive, (Lot 18, Phase II)**

Date Signed: 11/21/11

*Helen H. Kapp* (SEAL)

Name: **Helen H. Kapp**  
Owner of: **852 Colony Drive, (Lot 18, Phase II)**

Date Signed: 11/21/11

STATE OF South Carolina )

COUNTY OF Colleton )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 21 day of November, 2011  
by the above-signed Owners.

*Wendy Wain* (SEAL)

Notary Public for South Carolina

My Commission Expires May 7, 2018

[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Cearon Montane*  
Signature of Witness #1

*Wendell A. Briggs*  
Signature of Witness #2

*[Signature]* (SEAL)

Name: **Daniel R. Moore**  
Owner of: **856 Colony Drive, (Lot 20, Phase II)**

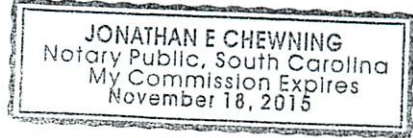
Date Signed: *11/28/2011*

STATE OF *South Carolina* )  
COUNTY OF *Charleston* )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this *28* day of *November*, 20 *11*  
by the above-signed Owner(s).

*[Signature]* (SEAL)  
Notary Public for *South Carolina*  
My Commission Expires \_\_\_\_\_  
[Affix official notarial seal or stamp]



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Carlene C. Latta  
Signature of Witness #1  
Halima Latta  
Signature of Witness #2

Elaine D. Latta (SEAL)  
Name: **Elaine D. Latta**  
Owner of: **858 Colony Drive, (Lot 21, Phase II)**  
Date Signed: 11-7-11

STATE OF South Carolina )  
COUNTY OF Charleston )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2011  
by the above-signed Owner(s).

Paul J. [Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires Feb. 2, 2013  
[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Nancy Burrows  
Signature of Witness #1  
Don M Daniel  
Signature of Witness #2

Diane Carter Snipes (SEAL)  
Name: **Diane Carter Snipes**  
Owner of: **860 Colony Drive, (Lot 22, Phase II)**  
Date Signed: 2/15/2012

STATE OF South Carolina )  
  ) )  
COUNTY OF Charleston                  )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 15 day of February, 2012 by the above-signed Owner(s).

Don M Daniel (SEAL)  
Notary Public for South Carolina  
My Commission Expires 3-20-10  
[Affix official notarial seal or stamp]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Signature of Witness #1

[Signature]  
Signature of Witness #2

[Signature] (SEAL)

Name: **Henry J. Kiel**  
Owner of: **862 Colony Drive, (Lot 23, Phase II)**

Date Signed: 11/19/2011

STATE OF SC )  
COUNTY OF Charleston )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 19th day of Nov., 2011  
by the above-signed Owner(s).

[Signature] (SEAL)

Notary Public for SC pc  
My Commission Expires 7/15/20  
[Affix official notarial seal or stamp]



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Signature of Witness #1  
[Signature]  
Signature of Witness #2

[Signature] (SEAL)  
Name: **John M. Stephens, IV**  
Owner of: **864 Colony Drive, (Lot 24, Phase II)**  
Date Signed: 11-30-11

[Signature]  
Signature of Witness #1  
[Signature]  
Signature of Witness #2

[Signature] (SEAL)  
Name: **Caroline D. Stephens**  
Owner of: **864 Colony Drive, (Lot 24, Phase II)**  
Date Signed: 11-30-11

STATE OF NC )  
COUNTY OF Mecklenburg )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 30 day of November, 2011  
by the above-signed Owners.

[Signature] (SEAL)  
Notary Public for Gaston  
My Commission Expires 8/19/13  
[Affix official notarial seal or stamp]

**SHARLENE FALZONE**  
Notary Public  
North Carolina  
Gaston County