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STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR WHITNEY
 LAKE TOWNHOME ASSOCIATION

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association is made this 16 day of SEPTEMBER, 2021 by the Board of Directors of Whitney Lake Townhome Association, Inc.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Whitney Lake Townhome Association was recorded March 9, 2006 in the RMC Office for Charleston County in Book W575 at Page 850 (herein the "Declaration"); and

WHEREAS, Article 9, Section 9.1 of the Declaration provides that Amendments to the Declaration shall be adopted by a vote of not less than 75% of the then existing Board of Directors; and

WHEREAS, by vote of the Directors constituting more than 75% of the then existing Board of Directors have agreed to amend the Declaration as set forth herein.

NOW, THEREFORE, know all men by these presents, that the Whitney Lake Townhome Association, Inc. does hereby amend the Declaration as follows:

1. Section 7.1.3.1 entitled "Assessment by Unit Type" is hereby deleted and replaced with the following:

7.1.3.1. Rate of Assessments. Assessments shall be fixed at a uniform rate for all Residential Units and may be collected on a monthly, quarterly, semi-annual or annual basis at the Board's option.

2. Section 7.1.4 entitled "Calculating the Regular Assessments" is hereby deleted in its entirety.

3. The last sentence of Section 7.1.7.1 is hereby deleted.

4. Section 5.8.2 entitled "Property Insurance for Townhomes" is hereby deleted and replaced with the following:

5.8.2. Property Insurance for Townhomes

5.8.2.1. The Owner of each Residential Unit shall be responsible for obtaining property insurance for his or her unit as set forth in Section 5.8.1 (A) and (B), above.

5.8.2.2. In the event that a Residential Unit has been damaged by an event covered by the insurance which each Owner is required to maintain, the Owner of such damaged or destroyed Unit shall rebuild or repair the Residential Unit and apply the full amount of such insurance proceeds to the rebuilding or repair of the Residential Unit (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against such Unit).

5. The first sentence of Section 5.8.4 is hereby deleted and replaced with the following:

All insurance premiums for insurance obtained by the Association pursuant to 5.8.1 shall be a Common Expense.

6. Section 5.8.6 is hereby deleted and replaced with the following:

5.8.6. Reconstruction of the Property

The insurance proceeds for casualty losses to property which the Association is responsible for insuring pursuant to 5.8.1 (after payment of any applicable fees and reimbursable expenses of any trustee, attorney or consultant advising the trustee or the Association regarding insurance matters) shall be applied by the Board of Directors on behalf of the Association for the reconstruction or restoration of the damaged property; provided, however, if such proceeds are inadequate to reconstruct or restore the damaged property, the Board of Trustees, or the Board of Directors if no Insurance Trustee has been appointed, may pursue such other options as it may determine are reasonable under the circumstances.

5.8.6.1 Party Walls

Each wall built as a part of the original construction of the Residential Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the party wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

7. By signing below, the undersigned officer of Whitney Lake Townhome Association, Inc. certifies that the within amendments were adopted by the vote of more

than 75% of the members of the Board of Directors of Whitney Lake Townhome Association, Inc.

IN WITNESS WHEREOF, Whitney Lake Townhome Association, Inc. has caused this amendment to be executed by its duly authorized officer as of the day and year first above written.

WHITNEY LAKE TOWNHOME ASSOCIATION, INC.

Keren Ballagas
Keren Ballagas

BY: [Signature]
 JASON LONG
ITS: PRESIDENT

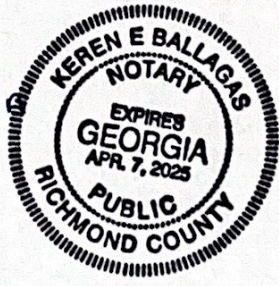
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The undersigned Notary Public hereby certifies that WHITNEY LAKE TOWNHOME ASSOCIATION, INC. by Jason Long, its President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to before me this 16 day of September, 2020

[Signature] (L.S.)
Notary Public for Richmond County, GA
Print name of Notary: Keren Ballagas
My Commission Expires: April 7, 2025



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Extra Reference Cost	\$ -
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