

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS FOR TENNYSON AT PARK WEST ASSOCIATION**

THIS THIRD AMENDMENT (the "Third Amendment") TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TENNYSON AT PARK WEST ASSOCIATION, INC. is made effective as of the 1st day of January 1, 2002 (the "Effective Date"), by **Tennyson at Park West Association, Inc.**, a South Carolina not-for-profit corporation (hereinafter referred to as the "**Association**") and **Park West Development, Inc.**, a South Carolina corporation (the "**Declarant**").

WITNESSETH THAT:

WHEREAS, Declarant recorded at Book F-322, Page 509 et seq., in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina (the "RMC Office"), the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TENNYSON AT PARK WEST ASSOCIATION; and recorded on November 17, 1999, at Book V-337, Page 631 et seq. in the RMC Office a First Amendment thereto; and recorded on January 4, 2000, at Book K-340, Page 681 et seq. in the RMC Office a Second Amendment thereto (which documents and any subsequent amendments are cumulatively referred to herein as the "Declaration"); and

WHEREAS, Sections 6.1.1. and 6.1.2 of the Declaration give the Directors of the Association the authority to determine the annual Budget of the Association and the annual regular Assessment Shares that may be imposed on each Unit to fund the Budget; and

WHEREAS, Section 6.1.8. of the Declaration currently imposes a \$150 cap on the maximum annual regular Assessment Share that may be imposed on each Unit to fund the Budget, but permits the cap to increase each year in accordance with a defined formula; and

WHEREAS, the Directors have determined that its obligation to establish a responsible Budget for the Association is inconsistent with the current cap and formula; and

WHEREAS, it is appropriate to modify the cap in a limited manner in order to adequately fund the needs of the Association in the near future and also give Directors of the Association greater authority to determine the Budget and revenue needs of the Association when the Directors are elected by the Unit Owners and not designated by the Declarant; and

WHEREAS, Section 8.1 of the Declaration permits the Declaration to be amended by a vote of seventy-five percent (75%) of the then-existing Board of Directors and Section 4.2.1. of the Bylaws of the Association provides that "for so long as Declarant owns a Controlling Interest, the Board of Directors shall consist

of not less than 3 nor more than 5 individuals, as designated by Declarant (which) Directors need not be Members"; and

WHEREAS, the Board of Directors of the Association has approved the provisions set forth in this Third Amendment pursuant to Section 8.1 of the Declaration; and the Declarant agrees that such provisions comply with Section 8.1 of the Declaration.

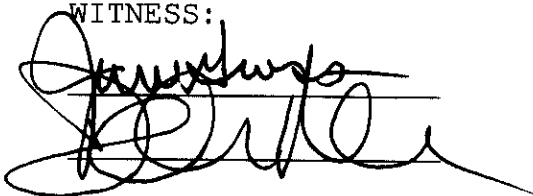
NOW THEREFORE, the Declaration is amended as follows:

1. Section 6.1.8 of the Declaration is deleted and the following is substituted therefor:

"6.1.8. Cap on Regular Assessments
The maximum annual regular Assessment Share shall not exceed \$250; provided, however, that at such time as the Declarant no longer has a Controlling Interest, or such earlier time as the Declarant records a Supplemental Declaration waiving its authority to designate the Board of Directors, and the Board of Directors has been elected by all Unit Owners in accordance with the Bylaws of the Association, then the cap on regular Assessments established by this section shall no longer apply."


IN WITNESS WHEREOF, the Declarant and the Association have executed this Third Amendment effective as of the date first stated above.

WITNESS:

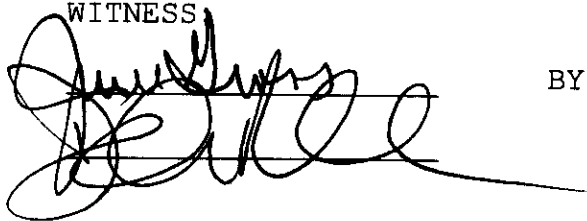


PARK WEST DEVELOPMENT, INC.

BY:



William C. Earle
ITS VICE PRESIDENT

WITNESS



TENNYSON AT PARK WEST ASSOCIATION, INC.

BY:


Larry A. Riddlehoover
ITS PRESIDENT

ACKNOWLEDGEMENT

I, Miriam W. Raines, the undersigned Notary Public for the State of South Carolina, do hereby certify that William C. Earle, Vice President of Park West Development, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 28th day of January, 2002.

(SEAL)

Miriam W. Raines
Notary Public for South Carolina

My commission expires: 12/15/2010

ACKNOWLEDGEMENT

I, Miriam W. Raines, the undersigned Notary Public for the State of South Carolina, do hereby certify that Larry C. Ridlehoover, as President of Tennyson at Park West Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 28th day of January, 2002.

(SEAL)

Miriam W. Raines
Notary Public for South Carolina

My commission expires: 12/15/2010

McNair Law Firm

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BK # J 395PG133

10.00

[Handwritten mark]

FILED

J395-130

2002 JAN 29 PM 2: 14

CHARLES GERARD
REGISTER
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) CIA NO. 00-CP-10-771
)

Road/Route **S-58**
File **10.307A**
Item
Project **BST-CHMB(006)**
PIN **16121**

South Carolina Department of Transportation,)
)
Condemnor,)
)
VS.)
)
Chemical Leasing Corporation,)
)
Landowner(s).)
_____)

ANNOTATED
CONDEMNATION NOTICE
AND
TENDER OF PAYMENT
(JURY TRIAL DEMANDED)

FILED
FEB 25 PM 12:53
JULIE J. ARMSTRONG
CLERK OF COURT

TO: THE LANDOWNER(S) ABOVE-NAMED:

Pursuant to the South Carolina Eminent Domain Procedure Act, Section 28-2-10, et seq., Code of Laws of South Carolina, 1976, as amended, you are hereby notified as follows:

1. The South Carolina Department of Transportation (SCDOT) is the Condemnor herein and seeks to acquire the real property described herein for public purposes.
2. Chemical Leasing Corporation is named as Landowner(s) in this action by virtue of its claim(s) of title (or other interests) as shown by that certain deed dated July 13, 1973, from Charles R. Allen, recorded July 13, 1973 in the RMC Office for Charleston County in Deed Book J102, Page 338.
3. The following is a description of the real property subject to this action and a description of the interest sought to be acquired in and to the property by the Condemnor:

All that parcel or strip of land, to establish a right of way, with improvements thereon, if any, containing 0.521 acre of land, more or less, shown as the "Area of Acquisition" on Exhibit A attached hereto and made a part hereof.

Tax Map Number 502-09-00-009.

4. The SCDOT is vested with the power of eminent domain pursuant to Section 57-5-320 and Section 28-2-60, Code of Laws of South Carolina, 1976, as amended.

5. The property sought herein is to be acquired for public purposes, more particularly for the construction of **Road S-58 (Virginia Avenue), from Road S-59 (Buist Avenue) to Mill Street.**

6. This action is brought pursuant to Section 28-2-240, Code of Laws of South Carolina, 1976, as amended.

7. The SCDOT has complied with the requirements set forth in Section 28-2-70(a), Code of Laws of South Carolina, 1976, as amended, by having the subject property appraised and making the appraisal available to the Landowner(s) where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action, or pursuant to Section 12-27-405, Code of Laws of South Carolina, 1976, as amended, an appraisal of this property was not required.

8. Project plans may be inspected at the office of **South Carolina Department of Transportation, Charleston County Maintenance Office, 6355 Fain Street, North Charleston, South Carolina 29402, under File No. 10.307A, Tract 22, Road S-58 (Virginia Avenue).**

9. **THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER, INCLUDING DAMAGES, TO BE THE SUM OF EIGHTY NINE THOUSAND AND NO/100 (\$89,000.00) DOLLARS AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER(S).**

10. Payment of this amount will be made to the Landowner(s) if within thirty (30) days of service of this Condemnation Notice, the Landowner(s) in writing requests payment, and agrees to execute any instruments necessary to convey to the Condemnor

Condemnation Notice and Tender of Payment (Cont'd)

the property interests and rights described hereinabove. The Agreement and Request for Payment must be sent by first class certified mail with return receipt requested or delivered in person to Mr. E. V. Kelly, Director, Rights of Way, South Carolina Department of Transportation, 955 Park Street, Columbia, South Carolina 29202. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

11. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner(s) and Other Condemnee(s) notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

12. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY DAYS OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER(S) WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

13. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner(s). That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner(s) has the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner(s) written notice by mail of the call of the case for trial.

14. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER(S) IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

Condemnation Notice and Tender of Payment (Cont'd)

15. In the event the Landowner(s) accepts the amount tendered in this Notice, the attached Agreement and Request for Payment form should be signed and returned to the Condemnor within thirty (30) days of your receipt of this Notice.

DEBORAH BROOKS DURDEN
Assistant Chief Counsel

BY: *Deborah Brooks Durden*
Attorney for Condemnor (SCDOT)
PO Box 191
Columbia, SC 29202
803-737-1347

Columbia, South Carolina

February 8, *2000*

THIS ACTION IS ENDED PURSUANT
TO A CONSENT ORDER OF DISMISSAL
DATED DECEMBER 31, 2001, IN THE
AMOUNT OF \$117,000.00 *(819)*

Julie U. Armstrong
HONORABLE JULIE U. ARMSTRONG
CLERK OF COURT, CHARLESTON COUNTY
____ BOOK, ____ PAGE

Stuckey Law Offices

P.O. Box 1755

Char SC 29402-1755

[Handwritten mark]

BK J 395PG138

*no fee
order*

FILED

J395-134

2002 JAN 29 AM 8:46

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC