



STATE OF SOUTH CAROLINA)
) FIFTH AMENDMENT TO THE
) DECLARATION OF COVENANTS,
COUNTY OF CHARLESTON) CONDITIONS AND RESTRICTIONS
) FOR TENNYSON AT PARK
) WEST ASSOCIATION, INC.

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Tennyson at Park West Association, Inc. is made effective as of the 1st day August, 2016 by Tennyson at Park West Association, Inc. (the "Association").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Tennyson at Park West Association, Inc. was recorded March 11, 1999 in the RMC Office for Charleston County in Book F322 at Page 509 (the "Declaration"); and

WHEREAS, Section 5.3 of the Declaration provides that the Board of Directors shall have the authority from time to time to adopt Rules and Regulations governing the use, administration, and operation of the Property; and

WHEREAS, the initial Rules and Regulations are attached as Exhibit "C" to the Declaration; and

WHEREAS, the Board of Directors has adopted the Rules and Regulations set forth herein and is now desirous of amending the Declaration accordingly; and

WHEREAS, this Fifth Amendment to the Declaration has been unanimously and duly adopted by the Board of Directors of the Association.

NOW, THEREFORE, the Association, by and through its undersigned Board of Directors, hereby amends the Declaration as follows:

The following is hereby added to Rule Number 1 contained in the Rules and Regulations attached as Exhibit "C" to the Declaration:

Any Owner intending to rent or lease a Residential Unit on a Lot shall submit to the Board of Directors of the Association a copy of the proposed lease agreement prior to the occupancy by the tenant. No lease shall be for a period of less than twelve (12) months. No room, or any other portion of a Residential Unit, may be rented, and no transient tenants are allowed. Only the lessee(s) and members of the lessee(s)'s family may occupy the Residential Unit. Any assignment, extension, renewal or modification of any rental agreement, including, but not limited to, changes in terms or duration of occupancy, shall be considered a new lease agreement, notice of which must be submitted to the Board of Directors in accordance with this provision.

Each Owner agrees to cause his tenants and occupants to comply with the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations promulgated thereunder, and such tenants shall be responsible and liable for all violations thereof. The Owner of a Residential Unit shall be jointly and severally liable with his tenant and occupants to the Association to pay any fines for violations of these Rules and Regulations and to pay any claims for injury or damage to property caused by the negligence of the tenant or occupants. Any owner who elects to lease his Residential Unit shall be responsible for (i) annual and special assessments; (ii) fines for violations caused by tenant, occupants or owner of a Residential Unit; and (iii) tenant and occupant's compliance with the Declaration of Covenants, Conditions and Restrictions.

All tenants and occupants shall be subject to the terms and conditions of this Declaration, the Bylaws, Articles of Incorporation, and the Rules and Regulations promulgated thereunder as though such tenant were an Owner. All tenants and occupants are responsible and liable for all violations and losses caused by such tenants and occupants.

The Board of Directors shall have the authority to impose reasonable fines for violations of the Rules and Regulations, as amended herein. The amounts of such fines shall be determined by the Board. Notwithstanding the foregoing, the Board shall have the authority to impose fines of up to \$1,000.00 per day for each day that a violation of Rule Number 1, as amended herein, exists. Any fines imposed pursuant to these Rules and Regulations shall be considered an Assessment against the Lot and may be collected in the manner provided for the collection of other assessments.

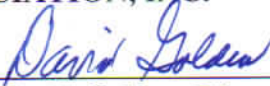
IN WITNESS WHEREOF, the Tennyson at Park West Association, Inc. has caused this Fifth Amendment to the Declaration to be executed by its Board of Directors as of the day and year first above written.

WITNESS:






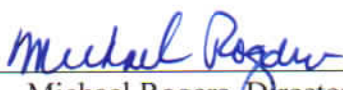
**TENNYSON AT PARK WEST
ASSOCIATION, INC.**

BY: 

David Golden, Director

BY: 

Georgia Wilkens, Director

BY: 

Michael Rogers, Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, JOSEPH B. JARVIS, a Notary Public for the above named state, do hereby certify that **David Golden, Georgia Wilkens and Michael Rogers, Directors of Tennyson at Park West Association, Inc.** personally appeared before me this day and acknowledged due execution of the foregoing instrument.

Witness my hand and official seal this 1 day of AUGUST 2016.

Joseph B. Jarvis (L.S.)
NOTARY PUBLIC - SOUTH CAROLINA
Print Name of Notary JOSEPH B. JARVIS
My Commission Expires: 01/13/2022



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