



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) **FIRST AMENDMENT TO DECLARATION OF
)
)
)
**COVENANTS, CONDITIONS, RESTRICTIONS AND
 EASEMENTS FOR JASMINE ROW****

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions, Restrictions and Easements for Jasmine Row ("Amendment") is made by Jasmine Row Homeowners Owners Association, Inc., a South Carolina nonprofit corporation ("Association") this 9th day of January, 2015.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Jasmine Row, Charleston County, South Carolina was recorded in the RMC Office for Charleston County on February 9, 2009, in Book 0034, Page 186 ("Covenants"); and

WHEREAS, Article XI, Section 11.3(b) of the Covenants provides, in relevant part, that the Covenants may be amended by the affirmative vote or written consent, or any combination thereof, representing at least 67% of the total Class "A" votes in the Association; and

WHEREAS, at least 67% of the total Class "A" votes in the Association voted in favor of the amendments or executed a Written Consent to amend the Covenants in the following respects, to-wit:

By deleting the existing Article II, Section 2.3 of the Covenants and substituting Article III, Section 2.3 as follows:

Section 2.3 Leases of Units, Homes and Lots.

Any Lease shall be as to the entire Unit. Lease of one (1) or more rooms in a Unit (i.e., less than the entire Unit) shall be prohibited. A Lease shall be to the following groups of persons and no others: (1) any number of persons related by blood or marriage and living and cooking together as a single housekeeping unit; or (2) no more than three unrelated persons living and cooking together as a single housekeeping unit. Notwithstanding any provision in the Declaration to the contrary, the operation of a "boarding house" or "halfway house" or any other similar living arrangements (i.e., to one (1) or more individuals not residing together as a single housekeeping unit) where the individual rooms in a Unit are leased or "let out" to one (1) or more individuals, whether or not for valid consideration (i.e., money or other benefit) shall be prohibited. All Leases shall be in writing and for a period not less than one (1) year absent the prior written consent of the Association's Board of Directors. All Leases shall contain a specific provision which identifies whether the tenant or any member of the tenant's family occupying the Leased Unit is a "sexual offender" or "offender" as defined in Section 23-3-430, Code of Laws of South Carolina, 1976, as amended. The identity of the "sexual offender" or "offender" shall be set forth in the Lease. An Owner who is desirous of leasing his Unit shall, prior to entering into the Lease, conduct a criminal background check through South Carolina Law Enforcement Division to determine whether the prospective tenant or any member of such tenant's family proposing to occupy the Leased Unit is a "sexual offender" or "offender". The failure to identify any such "sexual offender" or "offender" in the Lease shall be a basis for Association to terminate the Lease in accordance with the terms hereof.

A copy of the Lease shall be provided to the Association's Board of Directors prior to occupancy of the Unit by the tenant. The Owner of a Leased Unit shall be jointly and severally liable to the Association or another Owner for any injury or damage caused by the tenant or the tenant's guests to Association or such Owner, respectively. Any Lease shall be subordinate to any lien filed by the Association whether filed before or after the date of the Lease. All tenants shall be required to comply with the Declaration, Bylaws, any rule or regulation adopted by the Board of Directors, and any other provision relating to the Leased Unit. Association shall have the right, upon thirty (30) days prior notice via regular mail to Owner and tenant, to terminate the Lease in the event tenant or tenant's guests violate the Declaration, Bylaws, any rule or regulation adopted by the Association's Board of Directors, or any other provision relating to the Leased Unit. In the event any Owner fails to comply with the terms and provisions contained in this Section, Association shall have the right to take any of the actions contained in Article IX of the Bylaws entitled "DISCIPLINE".

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Covenants, as it may be amended from time to time, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President and Secretary of Jasmine Row Homeowners Association, Inc. have set their hands and seals this 27 day of February, 2015.

WITNESSES:

Mary Miller

Dorothy Carriere

Mary Miller

Dorothy Carriere

JASMINE ROW HOMEOWNERS
OWNERS ASSOCIATION, INC.

By: Adam Casten
Adam Casten
Its: President

By: Robert Picheco
Robert Picheco
Its: Secretary

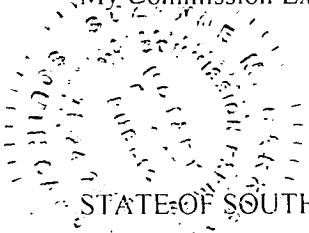
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named JASMINE ROW HOMEOWNERS ASSOCIATION, INC., by Adam Casten, its President, and Robert Picheco, its Secretary, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Mary Ann

SWORN to before me this 3
day of March, 2015.

Dorothy Carriere
Notary Public for South Carolina
My Commission Expires: November 24, 2018



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CERTIFICATION

We, the undersigned Adam Casten, its President, and Robert Picheco, its Secretary, of JASMINE ROW HOMEOWNERS ASSOCIATION, INC., respectively, do hereby certify that 67% of the total Class "A" votes of the Association have approved the foregoing Amendment by executing a Written Consent in favor of the said Amendment.

JASMINE ROW HOMEOWNERS ASSOCIATION,
INC.

Mary Ann

BY: Adam Casten
Adam Casten
Its: President

Dorothy Carriere

BY: Robert Picheco
Robert Picheco
Its: Secretary

Mary Ann

Dorothy Carriere

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

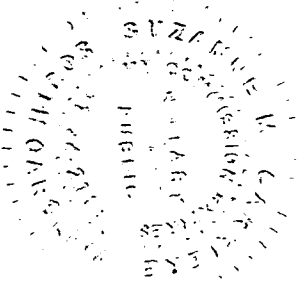
PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named JASMINE ROW HOMEOWNERS ASSOCIATION, INC., by and through Adam Casten, its President, and Robert Picheco, its Secretary, sign, seal and as its act and deed, sign the within in Certification; and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

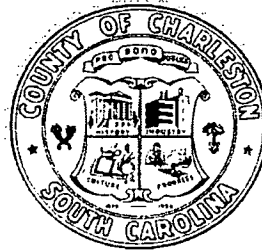
Mary Minnie

SWORN to before me this
3 day of March, 2015.

Doranne Carriere
Notary Public for South Carolina
My Commission Expires: November 24, 2018



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JASMINE ROW HOA

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