

Berkeley County  
Cynthia B. Forte  
Register of Deeds  
Moncks Corner 294616120

00034361 Vol: 6945 Pg: 180



Instrument Number: 2007- 00034361

As

Restrictive Covenants

Recorded On: October 25, 2007

Parties: CENTEX HOMES

To

LIBERTY HALL PLANTATION RESIDENTIAL COMM

Recorded By: BUIST BYARS PEARCE & TAYLOR LLC

Num Of Pages: 4

Comment:

**\*\* Examined and Charged as Follows: \*\***

Restrictive Covenants	10.00
Recording Charge:	10.00

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

**File Information:**

Document Number: 2007- 00034361  
Receipt Number: 147862  
Recorded Date/Time: October 25, 2007 03:00:41P  
Book-Vol/Pg: Bk-R VI-6945 Pg-180  
Cashier / Station: J Pearson / Cash Station 3

**Record and Return To:**

BUIST BYARS PEARCE & TAYLOR LLC  
2680 ELMS PLANTATION BLVD  
BLDG 100 SUITE 101  
N CHARLESTON SC 29406



*Cynthia B. Forte*

Cynthia B Forte - Register of Deeds

After recording, please return to:  
J. Tindal Hart  
Buist, Byars & Taylor, LLC  
652 Coleman Boulevard, Suite 200  
Mount Pleasant, South Carolina 29464

Please cross-reference to Declaration recorded at:  
Book 4223, Page 135 and  
Book 4743, Page 324 and  
Book R, Volume 6108, Page 112

STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
COUNTY OF BERKELEY ) SECOND AMENDMENT TO DECLARATION  
 ) OF COVENANTS, RESTRICTIONS AND  
 ) EASEMENTS FOR LIBERTY HALL  
 ) PLANTATION RESIDENTIAL COMMUNITY

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LIBERTY HALL PLANTATION RESIDENTIAL COMMUNITY (this "Second Amendment") is made this 15<sup>th</sup> day of October, 2007, by Centex Homes, a Nevada general partnership (the "Declarant").

WITNESSETH

WHEREAS, the Declarant executed that certain Declaration of Covenants, Restrictions and Easements for Liberty Hall Plantation Residential Community (the "Original Declaration"), dated September 1, 2004, and recorded September 8, 2004, in the ROD Office for Berkeley County, South Carolina, in Book 4223, Page 135, restricting certain real property located in the County of Berkeley, State of South Carolina and being more particularly described in Exhibit "A" to the Declaration (the "Property"); as amended and supplemented by that certain First Amendment to Declaration of Covenants, Restrictions & Easements for Liberty Hall Plantation Residential Community and Supplementary Declaration (Wedgewood Town Homes at Liberty Hall Plantation) (the "First Amendment and Supplementary Declaration"), dated May 24, 2005, and recorded June 2, 2005, in the ROD Office for Berkeley County, South Carolina, in Book 4743, Page 324; and supplemented by that certain Supplementary Declaration Liberty Hall Residential Property Owners Association, Inc. (Waterford Town Homes at Liberty Hall Plantation) (together with the Original Declaration and the First Amendment and Supplementary Declaration, the "Declaration"), dated October 26, 2006, and recorded November 7, 2006, in the ROD Office for Berkeley County, South Carolina, in Book R, Volume 6108, Page 112; and

WHEREAS, pursuant to the terms of Section A of Article 14 of the Declaration, the Declarant may amend the Declaration at any time, by written instrument duly recorded in the ROD Office for Berkeley County, with or without the prior consent or approval of any Owner or mortgagee holding a lien on any Lot or Parcel; and

WHEREAS, the Declarant desires to amend the Declaration as provided below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, pursuant to the powers reserved to the Declarant under the Declaration, the Declarant hereby amends the Declaration as follows:

1. All capitalized terms used herein but not defined herein shall have the definitions set forth in the Declaration.

2. Article 6, Section H of the Declaration is hereby deleted in its entirety and replaced with the following:

H. Working Capital Contribution. The first Residential Owner who purchases a Living Unit from Declarant or a builder who constructed the Unit (an "Initial Transferee"), and except for Exempt Transfers (as defined below), each Residential Owner who purchases a Living Unit from another Living Unit Owner (a "Subsequent Transferee") shall pay to the Association at the time title is conveyed to such Residential Owner a "Working Capital Contribution". The amount of the Working Capital Contribution payable by an Initial Transferee shall be equal to a two-month share of the Base Assessment, and the amount of the Working Capital Contribution payable by a Subsequent Transferee shall be equal to seventy-five percent (75%) of the Base Assessment. The purpose of the Working Capital Contribution is to insure that the Association will have cash available for initial start up expenses including, but not limited to Operating Expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Capital Contributions are not advance payments of Base Assessments and shall have no effect on future Base Assessments. Working Capital Contributions are payable at closing, and if not paid, the amount due shall be collectible as an Assessment as set forth in the Article 6, shall bear interest, and shall constitute a lien against the Living Unit.

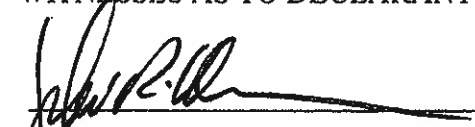

Notwithstanding the foregoing, the Working Capital Contribution shall not be due and payable for the following transfers (collectively, "Exempt Transfers"):

1. The lease of a Living Unit to a leasehold owner;
2. The transfer of a Living Unit to the spouse of a Residential Owner or a direct lineal descendant of the Residential Owner;
3. The transfer of a Living Unit to a trust whose beneficiaries are solely the spouse and direct lineal descendants of the Residential Owner;
4. The transfer of a Living Unit to an entity in which the Residential Owner owns, directly or indirectly, not less than 51% of the ownership interest in such entity; and
5. The transfer of a Living Unit to a Person that owns, directly or indirectly, not less than 51% of the ownership interests in the Residential Owner.

3. Except as set forth in this Second Amendment, the Declaration shall remain in full force and effect, and any ambiguity between this document and the Declaration must be resolved in favor of this Second Amendment.

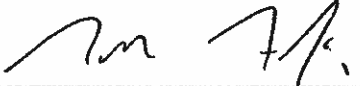
IN WITNESS WHEREOF, Declarant has signed this Second Amendment on the date set forth below.

WITNESSES AS TO DECLARANT:

  
\_\_\_\_\_  
  
\_\_\_\_\_

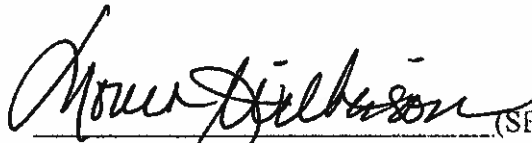
DECLARANT:

CENTEX HOMES, a Nevada general partnership  
By: Centex Real Estate Corporation,  
a Nevada corporation  
Its: Managing General Partner

  
\_\_\_\_\_  
By: Todd Fairfax  
Its: Division President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF Charleston )

The foregoing instrument was acknowledged before me, this 15th day of October, 2007, by Todd Fairfax, Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership.

  
\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2/15/2012