

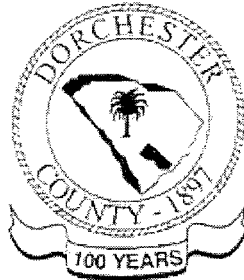


Recording Date: 07/28/2008 Instrument: 25 Book: 6732 Page: 17-24

FILED-RECORDED
RMC / ROD

2008 Jul 28 AM 10:09:23

DORCHESTER COUNTY
SC Deed Rec Fee: .00
Dor Co Deed Rec Fee: .00
Filing Fee: 13.00
Exemption #:
MARGARET L. BAILEY
Register of Deeds



THIS PAGE IS HEREBY ATTACHED AND MADE PART OF
THE PERMANENT RECORD OF THIS DOCUMENT. IT IS
NOT TO BE DETACHED OR REMOVED AND MUST BE
CITED AS THE FIRST PAGE OF THE RECORDED
DOCUMENT. THE TOP OF THE PAGE IS TO BE USED FOR
RECORDING PURPOSES AND IS NOT TO BE USED FOR
ANY OTHER PURPOSE.

REGISTER OF DEEDS
DORCHESTER COUNTY SOUTH CAROLINA
MARGARET L. BAILEY, REGISTER
POST OFFICE BOX 38
ST. GEORGE, SC 29477
843-563-0181 or 843-832-0181

13

After recording, please return to:

Gray B. Taylor
Buist Byars & Taylor, LLC
652 Coleman Blvd., Ste 200
Mount Pleasant, SC 29464

Please cross-reference to Declaration recorded at:

FILED/RECORDED
JULY 28, 2008
DORCHESTER COUNTY
REGISTER OF DEEDS

Book 3921, Page 053
Book 6078, Page 185

| | | |
|-------------------------|---|-------------------------------------|
| STATE OF SOUTH CAROLINA |) | SECOND AMENDMENT TO THE DECLARATION |
| |) | OF COVENANTS AND RESTRICTIONS FOR |
| |) | THE REFUGE AT WHITEHALL AND |
| |) | PROVISIONS FOR AND BY-LAWS OF THE |
| |) | REFUGE AT WHITEHALL OWNERS |
| COUNTY OF DORCHESTER |) | ASSOCIATION, INC. |

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE REFUGE AT WHITEHALL AND PROVISIONS FOR AND BY-LAWS OF THE REFUGE AT WHITEHALL OWNERS ASSOCIATION, INC. (this "Second Amendment") is made this 21 day of July, 2008, by Refuge at Whitehall Owners Association, Inc. (the "Association").

WITNESSETH

WHEREAS, Refuge at Whitehall, LLC (the "Declarant") executed that certain Declaration of Covenants and Restrictions for the Refuge at Whitehall and Provisions for and By-Laws of the Refuge at Whitehall Owners Association, Inc., which was recorded in the ROD Office for Dorchester County, South Carolina on December 5, 2003, in Book 3921, Page 053, as amended by First Amendment to the Declaration of Covenants and Restrictions for The Refuge at Whitehall and Provisions for and By-Laws of the Refuge at Whitehall Owners Association, Inc. dated May 31, 2007 and recorded in Book 6078 at Page 185 in the aforesaid ROD Office (collectively, the "Declaration"), restricting certain real property located in the City of North Charleston, County of Dorchester, State of South Carolina known generally as "Refuge at Whitehall" and being more particularly described in Exhibit "A" to the Declaration (the "Property"); and

WHEREAS, pursuant to the terms of Article XI, Section 11.02(b) of the Declaration, the Declaration may be amended by: (i) the consent of the Owners owning sixty-seven (67%) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning sixty-seven percent (67%) of the Lots is evidenced by a Secretary's Certificate certifying the votes attached as Exhibit "A" hereto; and,

WHEREAS, the Owners and Board desire to amend the Declaration to as outlined below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, pursuant to the powers reserved to the Owners after the Turnover Date, the Owners, together with the Board hereby amend the Declaration as follows:

1. Any capitalized term not defined herein shall have the meaning found in the Declaration.

Buist, Byars & Taylor, LLC
652 Coleman Blvd.
Suite 200
Mt. Pleasant, SC 29464

2. Article V, Section 5.05 is hereby deleted in its entirety and replaced with the following:

Section 5.05. Obtaining RWARB Approval. In order to obtain the approval of the RWARB, a complete set of plans and specifications (“Plans”) for proposed Improvement shall be submitted to the RWARB, along with a non-refundable \$750.00 review fee, for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The RWARB may also require the submission of additional information and material as may be reasonably necessary for the RWARB to evaluate the proposed Improvement or alteration (“Submissions”). The RWARB shall have the right to refuse to approve any proposed Plans which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the RWARB shall be in writing and shall be sent to each respective Owner submitting same. In the event the RWARB fails to approve or to disapprove in writing any Plans and/or Submissions after: (i) submission to the RWARB of the last item of the Plans and Submissions requested by the RWARB, so that the RWARB has a complete package of all Plans and Submissions requested by the RWARB; and (ii) thirty (30) days have elapsed since submission and written request for approval or disapproval was delivered to the RWARB by the Owner; then said Plans and Submissions shall be deemed to have been approved by the RWARB provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any conditions or restrictions contained in this Declaration, or which violates any applicable zoning or building ordinance or regulation. The approval by the RWARB relates only to the aesthetics of the Improvements shown on the Plans and Submissions and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the appropriate governmental agencies prior to commencement of any construction. Upon receipt of the RWARB approval of proposed Improvements, an additional \$5,000.00 shall be deposited with the RWARB to be used, if necessary, to keep the Lot and construction thereon in a clean and orderly fashion. Upon the completion of construction, RWARB shall refund the balance, if any, to the depositor.

3. Article VI, Section 6.18 is hereby deleted in its entirety and replaced with the following:

Section 6.18. Signs. Except for signs placed or constructed by Declarant or Association, no signs shall be placed upon any Lot, and no signs shall be placed in or upon any Home which are visible from the exterior of the Home, without the prior written consent of the RWARB, with the exception of one (1) professionally lettered “For Sale” or “For Rent” sign which can be displayed from within a Home, but only if (i) the sign has a maximum area of four (4) square feet, and (ii) the content of the sign and anything else attached to, associated with or in the vicinity of the sign states or conveys only that the Unit is for sale or for rent and the name and telephone number of the person to contact for additional information. In addition, a small flyer box may be placed in the yard near the mailbox. Any other type of “For Sale” or “For Rent” sign shall not be permitted.

EXHIBIT "A"

**Secretary's Certificate
(see attached)**

REFUGE AT WHITEHALL OWNER'S ASSOCIATION, INC.

SECRETARY'S CERTIFICATE

I, the undersigned, Rus Miller, Secretary of the Refuge at Whitehall Owner's Association, Inc., a South Carolina non-profit corporation, do hereby certify that:

1. At a meeting held April 8, 2008, there was an affirmative vote by 43 lot owners (67%) to amend sections 5.05 and 6.18 of the Declaration of Covenants and Restrictions for the Refuge at Whitehall and Provisions for and By-Laws of the Refuge at Whitehall Owners Association, Inc. ("Declaration").
2. Exhibit A-1 attached hereto is a spreadsheet listing the current owners of the 64 lots subject to the Declaration and their respective votes regarding the amendment.

IN WITNESS WHEREOF, I have signed this certificate in my capacity as Secretary of the Refuge at Whitehall Owner's Association, Inc. and have affixed the seal of the Corporation hereunto as of this 23 day of June, 2008.

REFUGE AT WHITEHALL OWNER'S
ASSOCIATION, INC.



BY: RUSS MILLER
Its: Secretary

EXHIBIT A-1

| Lot Number | Lot Owner | Present | Vote | |
|------------|---------------------------------------|---------|------|----------------------|
| 1 | Michael Huber | Yes | Yes | 1 |
| 2 | Justin Murrie | Yes | Yes | 2 |
| 3 | No Info on owner | Yes | Yes | 3 |
| 4 | Justin Murrie | Yes | Yes | 4 |
| 5 | Corey Helfgott | No | No | No Vote |
| 6 | John Phelps | Yes | Yes | 5 |
| 7 | Greg McKenzie / sold house to brother | No | No | not paid in full |
| 8 | Garvey Construction | No | No | No Vote |
| 9 | Luc & Muriel | Yes | Yes | 6 |
| 10 | Dan Helton | Yes | Yes | 7 |
| 11 | M & R Construction | Yes | Yes | 8 |
| 12 | Kenneth Bledsoe | Yes | Yes | 9 |
| 13 | Steven & Sheila Harvey | No | No | |
| 14 | Robert & Sherry Murrie | Yes | Yes | 10 |
| 15 | Robert & Sherry Murrie | Yes | Yes | 11 |
| 16 | Will & Emily Medicott | Yes | Yes | 12 |
| 17 | Calvin & Mayvis Huger | Yes | Yes | 13 |
| 18 | Corey Helfgott | No | No | Bankruptcy / No Vote |
| 19 | Scott Strople | No | No | No Vote |
| 20 | M & R Construction | Yes | Yes | 14 |
| 21 | M & R Construction | Yes | Yes | 15 |
| 22 | Garvey Construction | No | No | No Vote |
| 23 | PAVILLION | No | No | |
| 24 | M & R Construction | Yes | Yes | 16 |
| 25 | Joe & Katherine Nacarri | No | No | |
| 26 | M & R Construction | Yes | Yes | 17 |
| 27 | Owned by Bank | No | No | |
| 28 | ?????? | | | |
| 29 | Brian & Kate Quattlebaum | Yes | Yes | 18 |
| 30 | Marilyn & John Johnson | Yes | Yes | 19 |
| 31 | Tim & April Dupree | Yes | Yes | 20 |
| 32 | John & Katrina Miller | No | No | |
| 33 | Mark & Ashley Smith | Yes | Yes | 21 |
| 34 | Bob & Lynnette Turberville | No | No | |
| 35 | George & Sherry McDowell | Yes | Yes | 22 |
| 36 | Mark & Tracy Johnson | Yes | Yes | 23 |
| 37 | Sean & Shannon Tabor | Yes | Yes | 24 |
| 38 | James Herrington | No | No | |
| 39 | Mitch & Bridget Spillers | No | No | |
| 40 | Randy & Tonya Blythe | Yes | Yes | 25 |
| 41 | Pius Relocation Company | No | No | |
| 42 | Hudson Construction | Yes | Yes | 26 |
| 43 | Kenneth Bledsoe | Yes | Yes | 27 |
| 44 | Kenneth Bledsoe | Yes | Yes | 28 |
| 45 | David & Olivia Inoue | No | No | |
| 46 | Rob Bailey | Yes | Yes | 29 |
| 47 | Lyde Bailey | No | No | |
| 48 | Hudson Construction | Yes | Yes | 30 |

| | | | | |
|----|-------------------------|-----|-----|----|
| 49 | Kimball Strickland | Yes | Yes | 31 |
| 50 | Dan & Shareen Major | Yes | Yes | 32 |
| 51 | Justin & Jenny Murrie | Yes | Yes | 33 |
| 52 | Michael Benton | Yes | Yes | 34 |
| 53 | Rus & Karen Miller | Yes | Yes | 35 |
| 54 | Dale & Karen Holland | Yes | Yes | 36 |
| 55 | Kimball Strickland | Yes | Yes | 37 |
| 56 | Mary & Mark Jeffrey | Yes | Yes | 38 |
| 57 | Mike Blackwelder | No | No | |
| 58 | Sean Knapp | No | No | |
| 59 | Mark & Virginia Sgrmolo | Yes | Yes | 39 |
| 60 | Stefan & Teresa Jonsson | Yes | Yes | 40 |
| 61 | David & Adaya Justus | Yes | Yes | 41 |
| 62 | Brady & Sherry Crandall | No | No | |
| 63 | Jay & Sherry Pittman | Yes | Yes | 42 |
| 64 | Glenn & Kim Deal | Yes | Yes | 43 |