

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **SECOND AMENDMENT TO THE
BY-LAWS OF THE BELLE HALL
PLANTATION HOMEOWNERS
ASSOCIATION, INC.**

WITNESSTH

WHEREAS, the Belle Hall Plantation Homeowners Association, Inc. (the "Association") is the successor to the original Developer and Declarant of the "Amended and Restated Declaration of Covenants & Restrictions for the Belle Hall Plantation Homeowners Association, Inc." as recorded in Book A237 beginning at Page 33 in the Charleston County RMC Office (hereinafter the "Declaration").

WHEREAS, the Amended and Restated By-Laws of the Belle Hall Plantation Homeowners Association, Inc. are set forth in Exhibit C to the Declaration so as to appear of record in Book A237 beginning at Page 082 in the Charleston County RMC Office (hereinafter the "By-Laws").

WHEREAS, the By-Laws can be amended upon the approval of a majority of the members of the Association as set forth in Article 9 (titled "Amendments to By-Laws") beginning on page 15 of the By-Laws.

WHEREAS, a majority of the Board of Directors of the Association has proposed certain changes to the By-Laws as set forth below to provide for a more efficient means of governing the Association, and that proposal was submitted to the Members of the Association for approval.

NOW, THEREFORE, upon the approval of a majority of the Members at a duly noticed meeting of the Association, the By-Laws are hereby amended as follows:

AMENDMENT

1. Article 4 (titled "Board of Directors), Section 1 (titled "Governing Body; Composition") is amended so that the third sentence in that Section reads: "Thereafter, the affairs of the Association shall be managed by a Board of five (5) directors elected as provided herein."

2. Article 4 (titled "Board of Directors), Section 2 (titled "Term of Office") is amended to provide that the two additional directors established pursuant to this Second Amendment to the By-Laws shall be elected during the meeting at which the members of the Association vote to approve this Amendment. One of the two additional directors shall be elected to serve an initial term of one year and the other additional director shall be elected to serve an initial term of two years. As their initial or current terms expire, all five directors (the original three directors and the additional two directors established in this Amendment) shall thereafter be elected to serve a term of three years, such that all five directors shall be serve staggered three-year terms.

3. Article 13 (“Rule Making”), including all subsections ~~13.1 through 13.4~~ therein, is deleted in its entirety and replaced with the following:

13. RULE MAKING AND ENFORCEMENT.

13.1 Rules and Regulations. The Board of Directors of the Association may establish reasonable rules and regulations (hereinafter the “Rules and Regulations”) concerning the use of Lots, Common Areas, Recreational Amenities, and all other facilities and properties that are subject to the Declaration, as needed to maintain the quality of life and value of properties in the Subdivision and to achieve the other objectives stated in the Declaration. Any such Rules and Regulations may be cancelled, revoked, or modified by a majority vote of the Owners at a duly noticed meeting of the Association.

13.2 Publication. Copies of such Rules and Regulations, and any amendments thereto, shall be published to the Owners prior to enforcement. Publication of the Rules and Regulations may be accomplished by mailing or emailing a newsletter or other writing to the Owners setting forth the Rules and Regulations, by posting the Rules and Regulations on the Association’s website, or by any other means reasonably calculated to provide the Owners with notice of the Rules and Regulations.

13.3 Enforcement. The Association shall have the right to collect unpaid assessments and address violations of the Declaration, the By-Laws, and the Rules and Regulations by any one or more of the following sanction and enforcement means:

13.3.1 Entering a Lot to correct the violation upon the Owner’s failure to take reasonable steps to remedy the violation within ten-days from the date of written notice from the Association. This right of the Association to enter a Lot to remedy a violation includes without limitation the right to mow, clean or repair unkempt yards and structures, and tow improperly parked cars, trucks, boats, trailers, and other vehicles. The cost of such correction shall be at the expense of the owner.

13.3.2 Charging the Owner a fine for each violation up to the maximum amount allowed by the Declaration. Fines shall be issued via a written statement informing the Owner of the date and nature of the violation, the action required to correct the violation, and the amount of the fine. Fines shall be due and payable upon receipt.

~~13.3.3 Suspending rights to use the Recreational Facilities and other Common Areas for a period not to exceed thirty days for violations related to use of such areas. Any such suspension shall be made via a written notice informing the Owner of the date and nature of the violation and the action required to correct the violation.~~

13.3.4 Bringing an action at law to collect unpaid assessments or to recover sums due or damages resulting from the violation, and/or bringing an action in equity to restrain the violation. In such event, the Association shall be entitled to recover its reasonable attorney's fees, costs, and any other out-of-pocket expenses the Association may reasonably and necessarily incur in connection with bringing such an action.

13.4 Right to hearing on sanctions consisting of fines and suspension of rights to use Recreational Facilities. In the event of the imposition of sanctions on an Owner consisting of fines or suspension of rights to use of the Recreational Facilities or other Common Areas, the Owner shall have the right to request a hearing before a quorum of the Board of Directors. A request for a hearing must be submitted in writing to the Board within ten days from the date of the fine or suspension, or the Owner shall be deemed to have waived the right to a hearing. A hearing shall be held not more than thirty days from the date of the Board's receipt of a hearing request. The hearing shall be at the time, date, and location determined by the Board. At the hearing the Owner shall have a reasonable opportunity to be heard, including presenting witnesses or written statements. Thereafter, the Board shall meet in executive session and decide by a majority vote whether to holdup, rescind, or modify the sanction. Written notice of the Board's decision shall be placed in the mail or otherwise communicated to the Owner within five business days from the date of the hearing, unless the Board notifies the Owner that additional time is required for the Board to investigate or decide the matter.

13.5 Lien Upon Lot. All unpaid fines, attorney's fees, costs, and any other sums that an Owner is obligated to pay the Association as a result of the Owner's failure to pay assessments or as a result of the Owner's violation of the Declaration, By-Laws, or the Rules and Regulations shall be considered part of

the assessments owed for the Owner's Lot. All unpaid assessments shall become and remain a lien upon the Lot until paid in full.

13.6 Suspension of voting rights. The voting rights of an Owner shall be suspended during the period the Owner owes any unpaid assessments to the Association.

13.7 Tenants, Visitors, and Guests. Owners shall be solely responsible for ensuring that their family, tenants, guests, and visitors comply fully with the Declaration, the By-Laws, and the Rules and Regulations at all times. An Owner shall be subject to the foregoing sanction means as a result of a violation of the Declaration, By-Laws, or Rules and Regulations by an Owner's tenants, guests, or visitors.

4. Completeness: The other portions of the By-Laws and any amendments thereto not modified hereinabove shall remain in full force and effect.

5. Interpretation. The terms used hereinabove shall have the same meanings and definitions as set forth in the Declaration and By-Laws unless the context requires otherwise.

IN WITNESS WHEREOF, the Belle Hall Plantation Homeowners Association, Inc. has executed this document on this 26th day of March, 2007.

BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC.

[Signature]
(Witness)

By: Forrest M Shealy (signature)
FORREST M SHEALY (print name)
Its: President

[Signature]
(Notary)

[Signature]
(Witness)

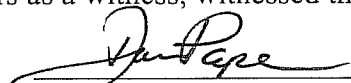
By: Noelle Irchan (signature)
Noelle Irchan (print name)
Its: Secretary

[Signature]
(Notary)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

BKD 620PG055
PROBATE

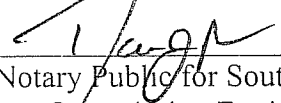
PERSONALLY appeared before me the undersigned witnesses who, being duly sworn, deposes and says that (s)he saw the within-named BELLE HALL PLANTATION HOMEOWNERS ASSOCIATION, INC., by its proper corporate officers, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.



(Witness)

SWORN to and subscribed before me

this 26th day of March, 2007



Notary Public for South Carolina
My Commission Expires: 02/02/2014