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Minor

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MINOR, HAIGHT & ARUNDELL, P.C.
P.O. Drawer 6067
Hilton Head Island, SC 29938

STATE OF SOUTH CAROLINA)	SEVENTH AMENDMENT TO THE CHINABERRY
)	RIDGE DECLARATION OF COVENANTS,
COUNTY OF BEAUFORT)	RESTRICTIONS AND LIMITATIONS AND .
)	PROVISIONS FOR MEMBERSHIP IN
)	CHINABERRY RIDGE OWNERS'
)	ASSOCIATION, INC.

THIS AMENDMENT is executed this 16 day of December 2020, by the Chinaberry Ridge Owners' Association, Inc. ("Association") to amend the Chinaberry Ridge Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Chinaberry Ridge Owners' Association, Inc., dated May 1, 1995, and recorded on May 4, 1995, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 775 at Page 1518, as amended by:

First Amendment to the Declaration recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on September 10, 1996, in Book 886 at Page 1094, and re-recorded in Book 907 at Page 2279;

Second Amendment to the Declaration recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on March 18, 1999, in Book 1148 at Page 1863;

Third Amendment to the Declaration which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on August 4, 2000, in Book 1319 at Page 2413;

Fourth Amendment to the Declaration recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on September 17, 2001 in Book 1471 at Page 2539;

Fifth Amendment to the Declaration recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on November 13, 2001 in Book 1497 at Page 23; and

Second [sic]¹ Amendment to Declaration recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on April 26, 2005 in Book 3127 at Page 499;

(collectively, the "Declaration").

WHEREAS, Article VII, Section 7.1 of the Declaration provides that any amendment thereof be submitted to the vote of the Members at a duly called meeting of the Association, subject to the quorum requirements of Article IV, and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting at which such proposed amendment is to be considered are in favor of the amendment;

WHEREAS, the Association has determined that certain changes must be made in the Declaration so that the Association can better serve the interests of the Members and to maintain sufficient working capital available to cover both foreseeable and unforeseeable expenditures; and

WHEREAS, by a vote of over three-fourths (3/4) of the Members present, in person or by proxy, and constituting a quorum at a duly called meeting of the Members, the Members have adopted certain rental restrictions and a Transfer Fee for Chinaberry Ridge as set forth below.

¹This amendment is actually the sixth amendment to the Declaration of Covenants, Restrictions and Limitations and Provisions for Membership in Chinaberry Ridge Owners' Association, Inc.

NOW, THEREFORE, the Association hereby amends Article VI of the Declaration to include the following Assessment for Working Capital Contribution provision effective upon the date of recording as follows:

1. A new Section 2.23 shall be added to the Declaration as follows:

Section 2.23: Short Term Rental Restriction. Leases for less than a term of six (6) consecutive months are prohibited and no house, or any portion thereof, located within the Property may be rented, let, or otherwise utilized for short-term vacation rental or vacation time-sharing purposes.

2. The heading for Article VI shall be changed to read as follows:

ARTICLE VI
Covenant for Maintenance Assessments, Special Assessments
and Assessments for Working Capital Contribution

3. The following Sections shall be added to Article VI:

Section 6.12. Authority to Impose Assessments for Working Capital Contribution. The Association shall collect an "Assessment for Working Capital Contribution" equal to one quarter of one percent (0.25%) of the purchase price upon each transfer of title to a Lot, whether or not improved, in the Property. The Assessment for Working Capital Contribution shall be payable by the new Owner to the Association at the closing of the transfer and shall be secured by the Association's lien for assessments under this Article VI of the Declaration and collected in the same manner and to the same extent, including applicable interest provisions and reasonable attorneys' fees, as Annual Assessments and Special Assessments. Payment of the Assessment for Working Capital Contribution shall be a condition precedent to transfer and may be enforced by the Association in an action in equity to enjoin such transfer in violation hereof. A transferring Owner shall notify the Association's Secretary of a pending title transfer at least seven (7) days prior to the transfer. Such notice shall include the name of the purchaser, the date of title transfer, and other information as may be required by the Board of Directors.

Section 6.13. Purpose. All Assessments for Working Capital Contribution which the Association collects shall be deposited into a segregated account

used for the maintenance of Common Property and roads within or adjacent to the Property.

Section 6.14. Exempt Transfers. Notwithstanding the above, no Assessment for Working Capital Contribution shall be levied upon transfer of title to a Lot, improved or otherwise:

(i) to any person who was a Co-Owner immediately prior to such transfer;

(ii) to the Owner's estate, surviving spouse, or child upon the death of the Owner;

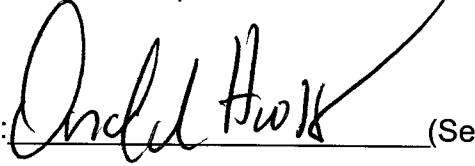
(iii) to an entity in which the grantor Owner has at least a 51% ownership interest; provided, upon any subsequent transfer of an ownership interest in such entity, the Assessment for Working Capital Contribution shall become due; or

(iv) to an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage.

IN WITNESS WHEREOF, the Association has caused these presents to be executed, under seal, the day and year first above written.

WITNESSES:

CHINABERRY RIDGE OWNERS'
ASSOCIATION, INC.

By:  (Seal)

Its: PRESIDENT

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that

Donald Hooks
a duly authorized officer of the Chinaberry Ridge Owners' Association, Inc.
personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

Witness my hand and official seal this the 16 day of December
2020.

 (SEAL)

Notary Public for South Carolina

My commission expires: 1-3-2024