

100  
Bird  
7549

BK 02408 PGS 0753-0754  
FILE NUM 2006056365  
07/17/2006 03:02:46 PM  
REC'D BY J COORE RCPT# 431571  
RECORDING FEES 10.00

STATE OF SOUTH CAROLINA ) SECOND AMENDMENT TO SUPPLEMENTAL  
  ) DECLARATION OF COVENANTS AND  
COUNTY OF BEAUFORT       ) RESTRICTIONS FOR COTTAGES AT HAMPTON  
  ) HALL AND DECLARATION OF RELEASE

THIS SECOND AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR COTTAGES AT HAMPTON HALL AND DECLARATION OF RELEASE ("Second Amendment/Release") made this 14 day of July, 2006, by Hampton Hall, LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS, the Declarant subjected certain property located in the Town of Bluffton, Beaufort County, South Carolina to a Supplemental Declaration Of Covenants And Restrictions For Cottages at Hampton Hall dated August 31, 2003 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1846 at Page 1607 (the "Supplemental Covenants"); and

WHEREAS, the Declarant reserved the right to unilaterally subject additional property to the Supplemental Covenants in Article II, Section 2.6 of the Supplemental Covenants; and

WHEREAS, Declarant filed a First Amendment to the Supplemental Covenants dated April 12, 2005 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 2131 at Page 2465 to subject additional property to the Covenants, including the lots shown as Lot C-30, Lot C-31, and Lot C-32 on a plat entitled "A Plat Of Hampton Hall Phase 2A-2 Lots prepared by Thomas and Hutton Engineering and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 97 at Page 57 (hereinafter Lots C-30 through C-32); and

WHEREAS, the Supplemental Covenants are subject to the Declaration Of Covenants, Conditions And Restrictions For Hampton Hall Club dated March 17, 2003 and recorded by Declarant in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1729 at Page 1965, as amended (the "General Covenants"); and

WHEREAS, in Article II, Section 2.01 of the General Covenants, Declarant reserved the in its sole discretion, and without any approval required from any Owner, any Member, the Club, the Board, or any other party, to designate and re-designate and redesign the boundaries of all Homesites (until sold) in various phases of the Property as they are developed and platted, including the re-platting of all unsold Homesites; and

WHEREAS, Declarant owns Lots C-30 through C-32 and desires to re-designate and re-plat Lots C-30 through C-32 and no longer desires Lots C-30 through C-32 to be cottage lots; and

WHEREAS, in Article II, Section 2.4 of the Supplemental Covenants, Declarant reserved the right to unilaterally amend the Supplemental Covenants if such amendment does not materially adversely affect any existing owner's rights under the Supplemental Covenants and does not materially adversely affect title to any existing owner's lot; and

Bird Coffield & Moise  
0723-003-14

WHEREAS, the Declarant desires to amend the Supplemental Covenants to release Lots C-30 through C-32 from the Supplemental Covenants;

NOW, THEREFORE, the Declarant hereby amends the Supplemental Covenants as follows:

1. The Declarant hereby releases and discharges Lot C-30, Lot C-31, and Lot C-32 as shown on a plat entitled "A Plat Of Hampton Hall Phase 2A-2 Lots prepared by Thomas and Hutton Engineering and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 97 at Page 57 from the Supplemental Covenants. Declarant further declares that Lots C-30 through C-32 are fully and completely released from the Supplemental Covenants and all of the easements, restrictions, covenants, obligations, benefits, and conditions contained therein, so that from and after the date hereof, the Supplemental Covenants shall not apply to Lots C-30 through C-32 in any way.

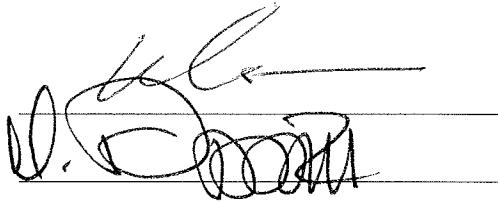
2. All terms not specifically defined in this Second Amendment shall have the definitions as set forth in the Supplemental Covenants.

3. Except as amended herein, all provisions of the Supplemental Covenants shall continue in full force and effect. To the extent that there is any ambiguity, conflict, or inconsistency between the provisions of the Supplemental Covenants and this Second Amendment, the provisions of this Second Amendment shall control.

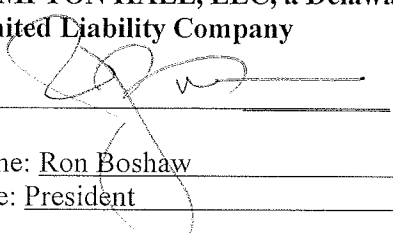
IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to the Supplemental Covenants to be duly executed as of the date first above written.

WITNESSES:

DECLARANT:



HAMPTON HALL, LLC, a Delaware Limited Liability Company

By: 

Name: Ron Boshaw

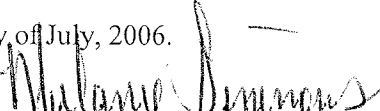
Title: President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Ron Boshaw, the President of Hampton Hall, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 1<sup>st</sup> day of July, 2006.

  
Notary Public of South Carolina  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES  
MARCH 29, 2016