

WHEREAS, Declarant is now executing and recording this Amendment in accordance with Sections 1.44 and 4.03(b) of the Covenants to evidence that Declarant has surrendered the authority of Declarant and its successors and assigns to appoint and remove members of the Club's Board of Directors as Described in Article IV of the Covenants.

NOW, THEREFORE, Declarant, by and through its undersigned officer, does hereby declare that effective the date listed above, the Covenants are amended as hereinafter provided:

1. **Recitals.** The above recitals are agreed to and incorporated by reference as if restated fully herein.

2. **Turnover.** Declarant has sold Homesites and/or Golf Memberships totaling at least seventy percent (70%) of the cumulative total of all Homesites and Golf Memberships available for sale and Declarant is recording this Amendment to evidence the relinquishment of its authority to appoint and remove members of the Board of the Club.

3. **Definitions.** Any and all defined terms used herein shall have the same meaning as set forth in the Covenants unless otherwise herein defined.

4. **Control.** In the event of any inconsistency between this Amendment and the Covenants, this Amendment shall control. Except as amended or modified by the terms recited herein, the Covenants and all terms and conditions thereof shall continue in full force and effect.

5. **Miscellaneous.** Except as specifically modified herein, the Covenants are ratified and confirmed and shall remain in full force and effect as existing on the date of this Amendment. This Amendment shall bind and inure to the benefit of the parties hereto and their successors and assigns and shall run with the land. If any provision of this Amendment or its application to any party or circumstances are determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Amendment or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law. This Amendment shall be construed and enforced in accordance with the laws of the State of South Carolina. This Amendment is the entire agreement between the parties with respect to the subject matter hereof and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed the day and year set forth below.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Hampton Hall, LLC,
a Delaware limited liability company

Donna E. McDonnell
Donna E. McDonnell
Carolyn Baltzer
Carolyn Baltzer

By: [Signature]
Name: Steven Y. Brumfield
Title: President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF MONTGOMERY)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Steven Y. Brumfield, as the President of Hampton Hall, LLC, personally appeared before me this day and duly acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 20th day of FEBRUARY, 2018.

[Signature] (SEAL)
Notary Public for PENNSYLVANIA
My Commission Expires: 4/6/19

