

Prepared By and Without Benefit of Title Examination
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STATE OF SOUTH CAROLINA) **SECOND AMENDMENT TO THE AMENDED**
) **AND RESTATED DECLARATION OF**
) **COVENANTS, CONDITIONS AND**
COUNTY OF BEAUFORT) **RESTRICTIONS FOR HAMPTON HALL CLUB**

Reference: Record Book 3911 at Page 3186
Reference: Record Book 3945 at Page 24
Reference: Record Book 3945 at Page 185

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMPTON HALL CLUB (the "*Amendment*") is made effective as of this 29 day of September, 2021 (the "*Effective Date*"), by HAMPTON HALL CLUB, INC., a South Carolina nonprofit corporation (the "*Club*").

WITNESSETH

WHEREAS, Hampton Hall, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (hereinafter referred to as "*Declarant*" or "*Developer*"), developed certain lands known as Hampton Hall, located in the Town of Bluffton, South Carolina, as a primarily residential subdivision with a private club; and,

WHEREAS, Declarant imposed upon all of the real property in Hampton Hall certain private land use controls, conditions, protections, restrictions, equitable servitudes, encumbrances, affirmative obligations, burdens, benefits, reservations, easements, assessments, charges and liens by virtue of those certain *Covenants, Conditions and Restrictions for Hampton Hall Club*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 1729 at Page 1965 on March 17, 2003 (the "*Original Declaration*"); and,

WHEREAS, Section 12.03 of the Original Declaration established certain prohibitions against the rental of any Homesite in Hampton Hall for a term of less than six (6) months, unless "exempted by Declarant in writing" and further provided that:

Notwithstanding anything above or elsewhere in this Declaration to the contrary, Declarant, its affiliates, successors and assigns, and the member of Declarant, their affiliates, successors and assigns, may develop residential projects within the Property, including but not limited to single family detached structures, condominiums, town houses, and/or duplexes for which short term rental is allowed as determined by Declarant or its Members and their affiliates in their sole discretion. Declarant and its

Members and their affiliates shall inform the Board as to the terms of short term rental allowed for such properties developed on the Property by Declarant, its affiliates, successors and assigns or by the members of Declarant, their affiliates, successors and assigns.

WHEREAS, from 2003 through 2019, the Declarant or its successors developed, constructed, marketed, leased and eventually sold the Hampton Hall Golf Cottages, a residential project within Hampton Hall; and,

WHEREAS, Declarant imposed upon the Hampton Hall Golf Cottages certain private land use controls, conditions, protections, restrictions, equitable servitudes, encumbrances, affirmative obligations, burdens, benefits, reservations, easements, assessments, charges and liens by virtue of that certain *Supplemental Declaration of Covenants and Restrictions for Cottages at Hampton Hall*, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 1846 at Page 1607 on September 29, 2003, as amended (the "*Cottages Declaration*"), with a listing of those Homesites that make up the Hampton Hall Golf Cottages attached hereto as **EXHIBIT "A-1"** and fully incorporated herein by reference (collectively, the "*Cottages*"); and,

WHEREAS, prior to the execution of this Amendment, the Club recorded that certain instrument entitled the *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hampton Hall Club*, dated September 18, 2020, which was recorded with the Office of the Register of Deeds for Beaufort County, South Carolina, on September 22, 2020, in Record Book 3911 at Page 3186; and, it also recorded that certain *Corrective Amended and Restated Covenants, Conditions and Restrictions for Hampton Hall Club*, dated November 17, 2020, with the Office of the Register of Deeds for Beaufort County, South Carolina, on December 9, 2020, in Record Book 3945 at Page 24; and, it also recorded that certain *First Amendment to the Amended and Restated Covenants, Conditions and Restrictions for Hampton Hall Club*, dated December 7, 2020, with the Office of the Register of Deeds for Beaufort County, South Carolina, on December 10, 2020, in Record Book 3945 at Page 185 (collectively, the "*Covenants*"); and,

WHEREAS, as part of the revisions to the Original Declaration set forth within the Covenants, the Membership of the Club removed multiple references to the Declarant, including but not limited to the Declarant's ability to provide an exemption to the short-term rental prohibition as set forth above; and,

WHEREAS, Section 11.03 of the Covenants nevertheless retained the prohibition on short-term rentals of less than six (6) months for all residential properties within Hampton Hall; and,

WHEREAS, the Town of Bluffton has adopted an ordinance that requires owners and operators of short-term rentals within the Town to obtain a short-term rental permit, which requires confirmation that short-term rentals are not prohibited by a community's private covenants; and,

WHEREAS, owners of the Cottages have requested that the Club amend the Covenants as set forth herein to permit the short-term rental of the Cottages; and,

WHEREAS, Section 10.02 of the Covenants provide the Members of the Club with the affirmative right to amend the Covenants; and,

WHEREAS, it is the desire of Hampton Hall Club, Inc., to execute and record this *Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hampton Hall Club* in order to amend **Section 11.03** and **Section 11.04** and to create a new

Section 11.07 and Section 11.08 and EXHIBIT "A-1" of the Covenants so as to clarify that (i) short-term rentals are permitted within the Cottages, subject to the provisions of the Covenants and any reasonable rules and regulations adopted by the Board of Directors for the Club regarding the same, and (ii) that the Board of Directors for the Club may adopt reasonable rules and regulations governing the short-term rental of any Homesites within Hampton Hall as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, Hampton Hall Club, Inc., a South Carolina nonprofit corporation, does hereby authorize the recording hereof in the Office of the Register of Deeds for Beaufort County, South Carolina, and does hereby declare and agree that the Covenants shall be amended as follows, *to wit*:

Section 1. **Incorporation of Recitals.** The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Amendment.

Section 2. **Capitalized Terms.** Any and all capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Covenants.

Section 3. **Amendment to Section 11.03 of the Covenants.** Section 11.03 of the Covenants, entitled "Required Lease Provisions," shall be amended by the deletion of the first sentence of Section 11.03, which reads "Subject to the rights of Declarant as set forth below, the Board of Directors may set the minimum lease term for all Owners; however, said minimum term shall not be set for less than six (6) months (i.e., all Owners may only rent Homesites for periods of six months or greater and may not rent Homesites for periods of less than six months). All other provisions of Section 11.03 shall remain unchanged.

Section 4. **Amendment of Section 11.04 of the Covenants.** Section 11.04 of the Covenants shall be amended by the replacement of "Section 12.03" throughout with "Section 11.03" and through the deletion of the parenthetical, "(excluding Declarant and its Members and their affiliates)" so that Section 11.04, in its entirety, shall read as follows:

11.04 **Enforcement.** For the purpose of enforcing the provisions of Section 11.03, which shall be incorporated in the provisions of any leases of a Homesite, each Owner, by acceptance of a deed or other conveyance of a Homesite, hereby irrevocably appoints the Club, which may act by any one of its authorized officers, as his attorney-in-fact, to enforce said provisions and to take action, at law or equity, which could be taken by said owner against the lessee should lessee default in performance under the lease agreement. Each Owner hereby further acknowledges that this power of attorney shall only apply in the event of noncompliance by a lessee with the provisions of Section 11.03, and that the Club, its Board of Directors, employees and agents shall be held harmless by each Owner in exercising the power of attorney herein granted to the Club. Further, each Owner acknowledges and agrees that any unpaid fines by a lessee shall constitute a lien against the Homesite of the Owner/lessor.

Section 5. **Addition of New Section 11.07 of the Covenants.** Article XI of the Covenants shall be amended by the addition of the following Section 11.07 entitled, "Limitations on Leases":

11.07 Limitations on Leases. The Board of Directors, in its sole discretion, may set the minimum lease term for all Homesites; provided, however, that said minimum lease term shall not be set for less than six (6) months (*i.e.*, all Owners may only rent Homesites for periods of six months or greater and may not rent Homesites for periods of less than six months).

Section 6. Addition of New Section 11.08. Article XI of the Covenants shall be amended by the addition of the following Section 11.08 entitled, "The Cottages," to clarify that certain provisions of the Covenants shall not apply to the Cottages and to provide the Cottages with a written exemption from Section 11.02 and Section 11.07 of the Covenants:

11.08 The Cottages. Section 11.02 and Section 11.07 of the Covenants shall not apply to those Homesites described in EXHIBIT "A-1" hereto (collectively, the "Cottages"). Notwithstanding the foregoing, the Board of Directors shall have the authority to make and enforce reasonable rules and regulations regarding the leasing of any Homesite, including but not limited to the Cottages, and may also adopt reasonable rules and regulations governing the short-term leasing of the Cottages, including but not limited to setting minimum lease terms.

Section 7. Addition of New Exhibit A-1. That certain exhibit attached hereto and incorporated herein as EXHIBIT "A-1" shall be fully incorporated within the Covenants and made an integral part thereof.

Section 8. No Other Amendments or Changes. Except as expressly set forth within this Amendment, all rights, covenants, interests, obligations, and easements declared, granted, sold, aligned, conveyed, reserved, imposed, and established by the Covenants are hereby ratified, confirmed, reaffirmed, and shall remain unchanged and fully enforceable according to the Covenants' terms, and no other changes to the Covenants are made or implied by this Amendment.

Section 9. Conflicts. In the event of a conflict between the terms of the Covenants and the terms of this Amendment, the terms of this Amendment shall control.

{Remainder of Page Intentionally Omitted. Signature Page to Follow.}

IN WITNESS WHEREOF, the Club has caused this *Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hampton Hall Club* to be duly executed and sealed this ____ day of September, 2021.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

[Signature]
(Signature of First Witness)
[Signature]
(Signature of Second Witness or Notary Public)

CLUB:
HAMPTON HALL CLUB, INC., a South Carolina nonprofit corporation

BY: *[Signature]* (L.S.)
NAME: JAMES A. CADRES
TITLE: PRESIDENT

ATTEST: *[Signature]* (L.S.)
NAME: MYRON E. DESING, JR.
TITLE: SECRETARY

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
(S.C. Code Ann. § 30-5-30)

I HEREBY CERTIFY that on this 29 day of September, 2021, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared JAMES A. CADRES as PRESIDENT and MYRON E. DESING, JR., as SECRETARY for HAMPTON HALL CLUB, INC., a South Carolina nonprofit corporation, known or satisfactorily proven to me to be the persons whose name are subscribed to the within instrument, who, on behalf of the corporation, acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

[Signature] (SEAL)
(Signature of Notary Public)

Notary Printed Name: Kristy L Stewart
Notary Public for South Carolina
My Commission Expires: 10-20-27

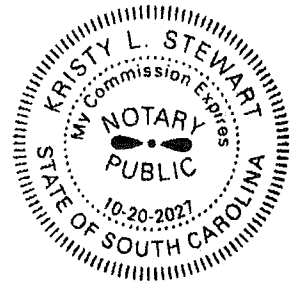


EXHIBIT "A-1"
(The Golf Cottages)

ALL those certain pieces, parcels or lots of land lying and being in Hampton Hall, Beaufort County, South Carolina, being shown and described as Lot C-1 through Lot C-27 as shown on the Plat entitled "A Plat of Hampton Hall Phase 1-C Lots, Hampton Hall, Beaufort County, South Carolina," said plat being dated July 28, 2003, said plat prepared by Thomas & Hutton Engineering Co., Savannah, Georgia, Boyce L. Young, S.C.R.L.S. No. 11079, with said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 94 at Pages 109. For a more detailed description as to the courses, metes and bounds of the above-mentioned property, reference is had to said plat of record.

LOT NO.	TAX MAP NO.	PROPERTY ADDRESS
Lot C-21	R614 038 000 0928 0000	1 Claremont Avenue
Lot C-22	R614 038 000 0926 0000	2 Claremont Avenue
Lot C-20	R614 038 000 0929 0000	3 Claremont Avenue
Lot C-23	R614 038 000 0925 0000	4 Claremont Avenue
Lot C-19	R614 038 000 0930 0000	5 Claremont Avenue
Lot C-24	R614 038 000 0924 0000	6 Claremont Avenue
Lot C-25	R614 038 000 0923 0000	8 Claremont Avenue
Lot C-26	R614 038 000 0922 0000	10 Claremont Avenue
Lot C-27	R614 038 000 0921 0000	12 Claremont Avenue
Lot C-1	R614 038 000 0916 0000	24 Claremont Avenue
Lot C-12	R614 038 000 0920 0000	25 Claremont Avenue
Lot C-2	R614 038 000 0915 0000	26 Claremont Avenue
Lot C-11	R614 038 000 0919 0000	27 Claremont Avenue
Lot C-3	R614 038 000 0914 0000	28 Claremont Avenue
Lot C-10	R614 038 000 0918 0000	29 Claremont Avenue
Lot C-4	R614 038 000 0913 0000	30 Claremont Avenue
Lot C-9	R614 038 000 0917 0000	31 Claremont Avenue
Lot C-5	R614 038 000 0912 0000	32 Claremont Avenue
Lot C-6	R614 038 000 0911 0000	34 Claremont Avenue
Lot C-7	R614 038 000 0910 0000	36 Claremont Avenue
Lot C-8	R614 038 000 0909 0000	38 Claremont Avenue
Lot C-18	R614 038 000 0931 0000	3 Warrington Place
Lot C-17	R614 038 000 0932 0000	5 Warrington Place
Lot C-16	R614 038 000 0933 0000	7 Warrington Place
Lot C-15	R614 038 000 0934 0000	9 Warrington Place
Lot C-14	R614 038 000 0935 0000	11 Warrington Place
Lot C-13	R614 038 000 0936 0000	13 Warrington Place

- AND ALSO -

ALL those certain pieces, parcels or lots of land lying and being in Hampton Hall, Beaufort County, South Carolina, being shown and described as Lot C-28 and Lot C-29 as shown on the Plat entitled "A Plat of Hampton Hall Phase 2A-2 Lots, Hampton Hall, Beaufort County, South Carolina," said plat being dated October 14, 2003, said plat prepared by Thomas & Hutton Engineering Co., Savannah, Georgia, Boyce L. Young, S.C.R.L.S. No. 11079, with said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 97 at Page 57. For a more

detailed description as to the courses, metes and bounds of the above-mentioned property, reference is had to said plat of record.

LOT NO.	TAX MAP NO.	PROPERTY ADDRESS
Lot C-29	R614 038 000 1058 0000	169 Hampton Hall Blvd.
Lot C-28	R614 038 000 1059 0000	167 Hampton Hall Blvd.