

HHB020 A.10

NAS/HHN
(Jaffe
247-32)

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(BARONY WOODS)

WHEREAS, by instrument entitled "Declaration of Covenants, Conditions and Restrictions" (the "Declaration"), dated September 28, 1983, and recorded in Deed Book 378, Page 1588 in the Office of the Clerk of Court for Beaufort County, South Carolina, The Hilton Head Company, Inc. (the "Company") imposed certain covenants, conditions and restrictions upon a tract of land containing 4.066 acres (the "Property"), as described in said Declaration; and

WHEREAS, the Declaration provides at Section Eight, Paragraph 5 that it may be amended by the agreement in writing of the then Owners of at least two-thirds (2/3) of the total number of Living Units on the Property, provided such amendment is approved in writing by the Company; and

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WHEREAS, Louis M. Jaffe is the sole owner of the Property and desires to effect an amendment to the Declaration, and the Company has consented to such amendment.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declaration is hereby amended as follows:

ITEM ONE. Paragraph 3 of Section Three is amended to read as follows:

3. Perpetual, alienable and releaseable easements and rights on, over and across the Property as may be reasonably required to install and maintain the fences, security gate or guard house, and the plantings along the fences, and to lock the pedestrian access gate at Mimosa Street, as described in



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COMPANY INC.

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Section Five of this Declaration. The easement rights granted hereunder may be exercised by the Company at any time (or from time to time) the Company shall elect to exercise its rights under Section Five and under this Paragraph. Nothing in this Paragraph or in Section Five of this Declaration shall be construed as an obligation of the Company to install or maintain any fence, planting, security gate or guard house on the Property, or to place a lock on the pedestrian access gate at Mimosa Street.

ITEM TWO. Section Five of the Declaration is amended to read as follows:

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Fences and Security

1. The three-rail split rail fence along the property line between the Property and the adjoining golf course shall at all times be properly maintained by Owners or the Association, and the chain link fence between such split rail fence and U.S. Highway 278 shall likewise always be properly maintained by the Owners or the Association. In addition, the Owners or the Association shall at all times properly maintain the chain link fence along the southeasterly, southwesterly and northwesterly property line between the Property and the property now or formerly of Fred C. Hack, Holiday Homes Subdivision, Stones Throw Subdivision and the Beaufort County Library as shown on the Plat. Such fences shall not be removed, relocated, or altered without the prior approval of the Company or the Board, and at no time shall anything be placed on such fences, including but not limited to signs, banners, clothing or lights of any kind without the prior written approval of the Company and the Board.

2. The Owners or the Association shall plant and maintain thorny vines, rose bushes, or other bushes or plantings of a nature so as to discourage passage on, over, under or across such fences.

3. At the entrance to the Property, the Owners or the Association shall at all times maintain a security gate or guard gate house permitting only Owners and their families, guests, tenants and invitees to have access to the Property.

4. At the intersection of Mimosa Street with the southwesterly property line of the Property, the Owners may install a gate for pedestrian access to and from the beach by means of Mimosa Street and Folly Field Road. The gate shall be for pedestrian use only and shall be limited in size so that only persons and not vehicles may pass through it. Such gate must be secured and controlled at all times so that only Owners and their families, guests and tenants may use it. In the event the Owners or their families, guests or tenants fail to keep the gate secure to prevent its use by others, thereby allowing trespassers access to the Barony Golf Course and Port

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Royal Plantation, the Company shall have the right to prohibit the use of the gate and lock it. Upon the exercise of such rights by the Company, use of the pedestrian gate shall be discontinued and it shall not be used thereafter without the written consent of the Company.

5. If at any time the Owners or the Association fail to properly install and maintain the fences, thorny plantings along the fences, or the security gate or guard house as described above, the Company shall have the right, but not the obligation to do so, and any costs incurred by the Company in discharging these obligations of the Owners or the Association shall be the responsibility of the Owners or the Association and shall constitute a lien against the Property and each Living Unit constructed thereon. Any such cost incurred by the Company shall be paid by the Owners or the Association (as appropriate) and if such costs are not paid within thirty (30) days after notice, the Company may bring an action against the Owners or the Association (or both) for the collection of such costs (including court costs and attorney's fees) or may foreclose the lien against the Property and the Living Units thereon.

ITEM THREE. Except as herein amended, the Declaration shall remain in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF this First Amendment has been executed this

18th day of November, 1983.

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WITNESSES:

Bessie A. Wiggins
Charles W. Bell

Louis M. Gaffey
Louis M. Gaffey

The Hilton Head Company, Inc. hereby consents to the within First Amendment to Declaration of Covenants, Conditions and Restrictions this

15th day of November, 1983.

WITNESSES:

Martha J. Cunningham
John P. Qualey Jr.

THE HILTON HEAD COMPANY, INC.,
A Delaware Corporation

By: [Signature]
Its: Vice President

Attest: [Signature]
Its: Secretary



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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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PROBATE

PERSONALLY appeared before me Billie A. Wiggins who, on oath, says that she saw the within named Louis M. Jaffe sign, seal and as his act and deed deliver, the within written instrument, and that she with Arlene D. Gill witnessed the execution thereof.

Billie A. Wiggins

SWORN TO before me this 18th
day of November, 19 83

Donald D. Aiel (L.S.)
Notary Public for South Carolina
My Commission Expires: 2-13-91

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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PROBATE

PERSONALLY appeared before me MARTHA J. CANNINGTON who, on oath, says that she saw the within named THE HILTON HEAD COMPANY, INC., by David W. Axene its Vice President, sign the within written instrument, and Clifton B. Charnes, its Secretary, attest the same, and the said corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that she with John P. Qualey, Jr. witnessed the execution thereof.

Martha J. Cannington

SWORN TO before me this 15th
day of November, 19 83

John P. Qualey, Jr. (L.S.)
Notary Public for South Carolina
My Commission Expires: 8-8-87

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STATE STAMPS .00
COUNTY STAMPS .00
TOTAL FEES 4.00
HENRY JACKSON
CLERK OF COURT BFT CNTY. SC