

**Second Amended Land Use Restrictions, Protective Covenants, Building Standards
Class "A" Residential
Hilton Head Plantation Property Owners' Association, Inc., Re-Recorded**

WHEREAS, a Second Amended Land Use Restrictions, Protective Covenants, Building Standards Class "A" Residential Hilton Head Plantation Property Owners' Association, Inc. was previously recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on April 10, 2019 on April 10, 2019 in Official Record Book 3751 at Page 0065 through 0068; and

WHEREAS, said Second Amended Land Use Restrictions, Protective Covenants, Building Standards Class "A" Residential Hilton Head Plantation Property Owners' Association, Inc. contained potential errors in execution; and

WHEREAS, this document is hereby being re-recorded in full text and fully re-executed, with the remainder of this document being the original text; and

WHEREAS, HILTON HEAD PLANTATION COMPANY, a corporation organized and existing under the laws of the State of South Carolina was the owner of certain lands located within Hilton Head Plantation in Beaufort County, South Carolina; and

WHEREAS, HILTON HEAD PLANTATION COMPANY, in accordance with a resolution of its Board of Directors adopted at a meeting held on February 14, 1973, wherein the President and the Asst. Secretary of Hilton Head Plantation Company, Inc. adopted a Declaration of Restrictive Covenants Affecting Certain Lands in Hilton Head Plantation and nearby areas ("Declaration"); and

WHEREAS, a majority of the owners of lots substantially affected by such changes adopted Amended Land Use Restrictions Protective Covenants Building Standards Class "A" Residential recorded in the Office of the Registrar of Mesne Conveyances for Beaufort county, South Carolina on February 10, 1998 in Deed Book 1013, Page 1 (hereinafter referred to as "Land Use Covenants"); and

WHEREAS, under Article VII, Section 5 the Land Use Covenants may be amended at any time upon the affirmative vote or written consent, or any combination of vote or written consent of the Owners subject thereto holding at least 67% of eligible votes; and

WHEREAS, Owners holding at least 67% of the eligible votes have approved this Amendment by affirmative vote on March 23, 2019.

NOW, THEREFORE, the Land Use Covenants are amended as follows:

1. General Section 3 – Definitions of the Land Use Covenants is amended by deleting subsection (j) "Occupant" in its entirety.

2. Article II is hereby amended by adding the following.

Section 7. LEASING AND OCCUPANCY.

DEFINITIONS.

- (i) “Corporate Occupancy”. If an Owner is a corporation, limited liability company, partnership, non-revocable trust or any other legal entity or an unincorporated association that is not a natural person, the Owner shall designate in writing to the Board the name of an individual who will Occupy the Single-Family Dwelling Unit (hereinafter the “Authorized Corporate Occupant”). An Authorized Corporate Occupant shall only be a single officer, (but not an assistant officer), or the majority or 50% shareholder/member of an Owner that is a corporation; the majority or 50% member of an Owner that is a limited liability company; the majority or 50% member of an Owner that is a partnership; or a single beneficiary of an Owner that is a non-revocable trust; provided the Owner, or other interest holder in the Single-Family Dwelling Unit or in the Owner, does not receive any rent or other consideration for such Occupancy and provided further that, with the exception of a single beneficiary of an Owner that is a non-revocable trust, the Authorized Corporate Occupant must perform a valid corporate/entity/partnership/association function(s) for the Owner that is unrelated to the Single-Family Dwelling Unit or the Authorized Corporate Occupant’s Occupancy thereof. A person’s designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person’s relationship with the Owner. The Authorized Corporate Occupant may not be changed more frequently than once every twelve (12) months without the Board’s written consent, which the Board may grant or withhold in its sole discretion.
- (ii) “Guest” shall mean a natural person who (a) is specifically invited by an Owner to occupy a Single-Family Dwelling Unit and (b) who does not pay the Owner either directly or indirectly any fee, service charge, or any other consideration in exchange for his or her Occupancy and (c) who does not Occupy the Single-Family Dwelling Unit for more than ninety (90) days in a year.
- (iii) “Leasing” means the Occupancy of a Single-Family Dwelling Unit for a term of six (6) months or more by any person(s) other than: (1) the Owner or a parent, child or legal spouse of an Owner (collectively referred to as “Authorized Occupant”); (2) an Authorized Corporate Occupant; or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant when the Authorized Occupant or Authorized Corporate Occupant also occupies the Single-Family Dwelling Unit as his or her primary residence.

- (iv) "Occupant" means any person who stays or remains at a Single-Family Dwelling Unit overnight.
- (v) "Occupy" or "Occupancy" shall refer to the situation when a person, natural or otherwise, stays or remains at a Single-Family Dwelling Unit overnight. By way of example, but not in limitation, a person who is permitted access to a Single-Family Dwelling Unit using the services of Airbnb or similar transient lodging company is considered an Occupant and the use of the Single-Family Dwelling Unit is considered Occupancy.
- (vi) "Roommate" shall be defined as any person who occupies a Single-Family Dwelling Unit as his/her primary residence pursuant to a written agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the "Roommate Agreement") under which such person will Occupy the entirety of the Single-Family Dwelling Unit for a period of at least ninety (90) consecutive days, during which period the Authorized Occupant or Authorized Corporate Occupant also resides in the Single-Family Dwelling Unit. Notwithstanding the presence of an Owner, a person shall not be considered a roommate when that person's access to the Single-Family Dwelling Unit is arranged through the services of Airbnb, VRBO, or similar transient lodging service.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine whether a person identified as an Authorized Occupant, Roommate or Guest meets the requirements set forth hereunder, including but not limited to, requesting copies of the written Roommate Agreement.
- (vii) "Short Term Leasing" shall mean the Occupancy of a Single-Family Dwelling Unit for a period of less than six (6) months by anyone other than an Authorized Occupant, an Authorized Corporate Occupant, or by a Roommate for a period of less than ninety (90) days.

LEASING REQUIREMENTS

Lease Terms. A Single-Family Dwelling Unit may be leased only in its entirety; no rooms or fractions of a Single-Family Dwelling Unit may be leased. There shall be no subleasing of a Single-Family Dwelling Unit or assignment of a lease without prior written Board approval. All leases must be for a term of at least six (6) months, except with written Board approval.

Compliance with Association Documents. The Owner must provide the tenant/Occupant of the Single-Family Dwelling Unit copies of the Association Documents. The terms of the Association Documents are deemed to be incorporated into each lease or other occupancy agreement for any Single-Family Dwelling Unit, whether or not expressly

stated therein, and into the terms of any tenancy or other Occupancy arrangement even if no written lease or agreement exists between the Owner and the Occupant.

The Owner and each Occupant shall comply with all provision of the Association Documents. The Owner and Occupants are responsible for violations by any Guests of the Single-Family Dwelling Unit and may be sanctioned for any such violation.

If a Single-Family Dwelling Unit is leased or Occupied in violation of the Association Documents, if an unauthorized Lease or Occupancy arrangement is entered into for the Single-Family Dwelling Unit, or if the Owner, Occupant or Guest violates the Association Documents, the Association shall be authorized to take all enforcement actions against the Owner and/or Occupant.

Short Term Leasing. Short Term Leasing is expressly prohibited.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned officers of Hilton Head Plantation Property Owners' Association, Inc., have caused these presents to be executed on this 11th day of November, 2019.

**ASSOCIATION:
HILTON HEAD PLANTATION
PROPERTY OWNERS' ASSOCIATION,
INC.**

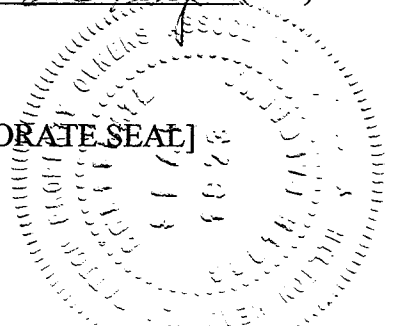
[Signature]
Witness

By: Toney A. Matthews (Seal)
President

[Signature]
Witness

Attest: Audrey E. King (Seal)
Secretary

[CORPORATE SEAL]



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that Toney A. Matthews and Audrey E. King, as President and Secretary, respectively, of Hilton Head Plantation Property Owners' Association, Inc., personally appeared before me this day and, in the presence the above-named witnesses, acknowledged execution of the foregoing instrument.

Witness my hand and official seal this 11th day of November, 2019.

[Signature]

Notary Public for South Carolina

My Commission Expires



SHARON P. WHITE
Notary Public, South Carolina
My Commission Expires
August 21, 2022