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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**SECOND SUPPLEMENTARY
DECLARATION FOR SINGLETON PLACE**

THIS SECOND SUPPLEMENTARY DECLARATION OF RESTRICTIVE COVENANTS FOR SINGLETON PLACE ("Supplementary Declaration") is made effective December 18, 2003, by the **SINGLETON PLACE HOMEOWNERS ASSOCIATION, INC.** ("Association").

WHEREAS, the Association's predecessor in interest J.J. Development, Inc. recorded the "Declaration of Covenants, Conditions, and Restrictions for Singleton Place" in the Beaufort County Register of Deeds Office in Official Record Book 801 at Page 715, as amended by the "First Supplementary Declaration for Singleton Place" recorded in the Beaufort County Register of Deeds Office in Book 945 at Page 1792 ("Singleton Place Covenants"); and

WHEREAS, Article III of the Singleton Place Covenant allow for the addition of Additional Property may be added to the Property, as those terms are defined therein, by the vote of the Declarant and 3/4; and

WHEREAS, on November 25, 2003, the Association initiated a referendum to approve certain the attached Supplementary Declaration amendments to the Singleton Place Covenants adding the Additional Property to the Property upon the terms and conditions contained therein; and

WHEREAS, on December 17, 2003 a total of 26 ballots were received by the Association, all of which voted in favor of the attached Supplementary Declaration amendments to the Singleton Place Covenants adding the Additional Property to the Property upon the terms and conditions contained therein, which exceeds the 3/4 Association requirement under the Singleton Place Covenants; and

WHEREAS, the undersigned Declarant and Vice President of the Association do hereby execute this Supplementary Declaration, and adopt the attached as the **SECOND SUPPLEMENTARY DECLARATION OF RESTRICTIVE COVENANTS FOR SINGLETON PLACE** to the Singleton Place Covenants.

**BEAUFORT COUNTY SC - ROD
BK 01887 PGS 2282-2291
FILE NUM 2003099421
12/19/2003 03:59:25 PM
REC'D BY S SMITH RCPT# 207678
RECORDING FEES 16.00**

WITNESSES:

[Handwritten signature]

[Handwritten signature]

**SINGLETON PLACE HOMEOWNERS
ASSOCIATION, INC.**

[Handwritten signature]

By: Tad Segars
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that **SINGLETON PLACE HOMEOWNERS ASSOCIATION, INC.** by Tad Segars, as Vice President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18th day of December, 2003.

[Handwritten signature]

Notary Public for South Carolina
My Commission Expires: *August 14, 2012*

M:\MDC\New doc\Singleton Place Amendment to Covenants and Bylaws wpd

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

JJ DEVELOPMENT, INC.

[Handwritten Signature]
By: Gerald M. Suess
Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify that **Gerald M. Suess** as President for JJ Development, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 16th day of December, 2003.

[Handwritten Signature]
Notary Public for South Carolina
My Commission Expires: August 22, 2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **SECOND SUPPLEMENTARY
DECLARATION FOR SINGLETON PLACE**

THIS SECOND SUPPLEMENTARY DECLARATION OF RESTRICTIVE COVENANTS FOR SINGLETON PLACE ("Supplementary Declaration") is made effective December 18, 2003, by the **SINGLETON PLACE HOMEOWNERS ASSOCIATION, INC.** ("Association").

WHEREAS, the Association's predecessor in interest J.J. Development, Inc. recorded the "Declaration of Covenants, Conditions, and Restrictions for Singleton Place" in the Beaufort County Register of Deeds Office in Official Record Book 801 at Page 715, as amended by the "First Supplementary Declaration for Singleton Place" recorded in the Beaufort County Register of Deeds Office in Book 945 at Page 1792 ("Singleton Place Covenants"); and

WHEREAS, the Association wishes to add Additional Property to the Singleton Place Covenants, as the term "Additional Property" is defined in the Singleton Place Covenants and amend the Singleton Place Covenants as set forth below; and

WHEREAS, the Additional Property defined below is currently owned by Wayzata, Limited Partnership, J.J. Development, Inc., and Richardson Street Partners, LLC, and each execute this Supplementary Declaration to evidence each's submission of the Additional Property to the Singleton Place Covenants on the terms and conditions of this Supplementary Declaration.

NOW, THEREFORE know all persons by these presents, that the Association hereby declares that the Singleton Place Covenants are hereby expanded and amended as follows:

1. Additional Property. The Singleton Place Covenants shall apply to, encumber, and run with, the property generally known as the Singleton Beach Place Extension containing 2.14 acres, more or less, divided into ten Lots as depicted on the plat entitled "Boundary Reconfiguration of: Singleton Beach Place Extension" prepared by Ralph O. Vanadore, SCRLS #7606 of Sea Island Land Survey, LLC dated December 4, 2003 and recorded in the Beaufort County Register of Deeds office on December 15, 2003 in Plat Book 96 at Page 160 ("Additional Property"). The Additional Property shall be subject to the easements, covenants, conditions and restrictions which constitute the Singleton Place Covenants, and the Singleton Place Covenants shall be binding upon all Owners having any right, title or interest in the Additional Property, their heirs, executors, administrators, successors or assigns and shall further inure to the benefit of each Owner, as defined in the Singleton Place Covenants. By executing this Second Supplementary Declaration, Wayzata, Limited Partnership, J.J. Development, Inc., and Richardson Street Partners, LLC all present Owners of the Additional Property, agree to the submission of the Additional Property to the

Singleton Place Covenants.

2. Amendment of Singleton Place Covenants Regarding Additional Property.
- a. All architectural review powers under Article V, Section 14 of the Singleton Place Covenants regarding the Additional Property shall be vested in J.J. Development, Inc. and Richardson Street Partners, LLC. When Wayzata, Limited Partnership or Richardson Street Partners, LLC no longer owns any Lot within the Additional Property, or December 15, 2007, whichever first occurs, Wayzata, Limited Partnership and Richardson Street Partners, LLC shall assign all architectural review rights under the Singleton Place Covenants that are applicable to the Additional Property to the Association by recorded assignment of rights.
 - b. Setbacks. Article V, Section 16 shall not apply to the Additional Property.
 - c. Common Property. Owners of Lots in the Additional Property shall enjoy rights in the Common Property as set forth in the Singleton Place Covenants.
 - d. Assessments and Lien. In calculating the annual assessments applicable to the Additional Property pursuant to Article VII of the Singleton Place Covenants, the Association shall not include any amounts payable by the Association to under its promissory note the National Bank of South Carolina dated January 13, 2003 ("NBSC Loan"). Owners of Lots within the Additional Property shall only be required to pay annual or special assessments as defined by the Covenants with the exception of any amounts paid under the NBSC Loan.
 - e. Assessment Obligation. Notwithstanding anything else contained herein or in the Singleton Place Covenants, no Lot in the Additional Property shall have any obligation to pay any annual assessment or special assessment to the Association until the date a building permit is issued by the Town of Hilton Head Island, or such Lot is conveyed by Wayzata, Limited Partnership, or Richardson Street Partners, LLC to another Owner by deed recorded in the Beaufort County Register of Deeds Office, whichever first occurs.
3. Singleton Beach Place Grant of Easement and Easement Maintenance Obligation. The right of way known as Singleton Beach Place extends across the Additional Property within an easement encumbering each Lot in the Additional Property and includes a wooden bridge. Wayzata, Limited Partnership, J.J. Development, Inc. and Richardson Street Partners, LLC, as the current owners of the Additional Property, hereby grant, convey, and transfer non-exclusive access rights for pedestrian and bicycle ingress and egress within the "40' Private Access Easement" to the Association, its members, successors and assigns as depicted in the plat recorded in the Beaufort County Register of Deeds Office in Plat Book 96 at Page 160 ("Access Easement"). The construction of the Singleton Beach Place right of way within the Access Easement, which shall provide the Association's members access to the "7' BSL & Deeded Beach Access Easement" discussed in Section 4 below, shall be completed by Wayzata, Limited Partnership no later than June 1, 2004. The Association shall not be

responsible for maintaining any improvements within the Additional Property, including the Singleton Beach Place right of way, associated landscaping, drainage and utility infrastructure, wooden bulkheads, any entry gates in and to the Additional Property, and the bridge lying within the Access Easement,

4. Relocation of Private Beach Access Easement. Previous recorded plats of the Singleton Place subdivision depict a private beach access along the southern boundary of Lot 15, Singleton Place, and easement rights to the access were conveyed to the Association and members by Deed of J.J. Development, Inc. recorded in the Beaufort County Register of Deeds Office in Official Records Book 1723 at Page 1038. All the Association's and its members' rights to such private beach access are hereby relinquished and relocated to the "7' BSL & Deeded Beach Access Easement" depicted on the plat described above recorded in the Beaufort County Register of Deeds Office in Plat Book 90 at Page 160. The Association, its members, and their heirs, successors and assigns hereby relinquish any and all rights to the private beach access depicted on any plat recorded in the Beaufort County Register of Deeds Office on Lot 15, Singleton Place. Wayzata, Limited Partnership, as owner of Lot 10 in the Additional Property, hereby grants, conveys, and transfers a non-exclusive easement to Association for pedestrian and bicycle ingress and egress to the Atlantic Ocean over and through that portion of Lot 10 in the Additional Property depicted as 7' BSL & Deeded Beach Access Easement" in the plat recorded in Plat Book 96 at Page 160 to the Association. This grant of easement shall not include easement rights for vehicular traffic.
5. Additional Property Gate. The Association acknowledges that the Owners of the Additional Property may erect a gate on the Additional Property to restrict vehicular access to the Additional Property to only owners of Lots with the Additional Property, their guests and invitees. In such event, Wayzata, Limited Partnership, J.J. Development, Inc., and Richardson Street Partners, LLC shall construct access for pedestrian and bicycle traffic for the Association to utilize the easement rights granted in Section 4 above.
6. Severability. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
7. Ratification and Incorporation of Singleton Place Covenants. The Singleton Place Covenants are hereby ratified and reaffirmed by the Association. All capitalized terms herein shall have the meanings defined in the Singleton Place Covenants, unless defined otherwise herein. In the event of any discrepancy between the Singleton Place Covenants and this Supplementary Declaration, the terms and conditions of this Supplementary Declaration shall control.

IN WITNESS WHEREOF, the undersigned Singleton Place Homeowners Association, Inc., Wayzata, Limited Partnership, JJ Development, Inc. and Richardson Street Partners, LLC have executed this Second Supplementary Declaration of Restrictive Covenants for Singleton Place effective on the date set forth above.

WITNESSES:

Wm W G 7. TA

SINGLETON PLACE HOMEOWNERS ASSOCIATION, INC.

Tad Segars
By: Tad Segars
Its: Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

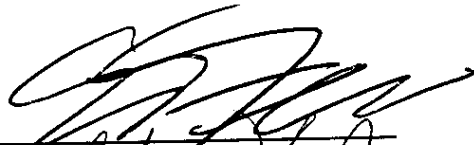
ACKNOWLEDGMENT


I, the undersigned Notary Public do certify that **Tad Segars** as Vice President for Singleton Place Homeowners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 18th day of December, 2003.

Wm W G 7. TA
Notary Public for South Carolina
My Commission Expires: 11/14/2006

WITNESSES:

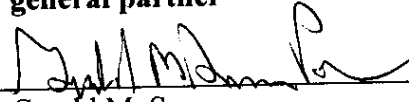




WAYZATA, LIMITED PARTNERSHIP

By: GMS SERVICES, INC.,

Its: general partner



By: Gerald M. Suess

Its: President

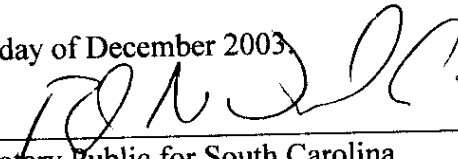
STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)


I, the undersigned Notary Public do certify that **Gerald M. Suess** as President of GMS Services, Inc. and General Partner for Wayzata Limited Partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

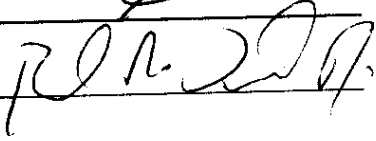
Witness my official seal this the 18th day of December 2003.



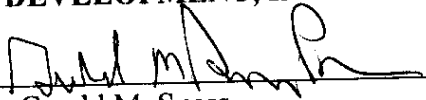
Notary Public for South Carolina
My Commission Expires: **My Commission Expires August 22, 2012**

WITNESSES:





JJ DEVELOPMENT, INC.



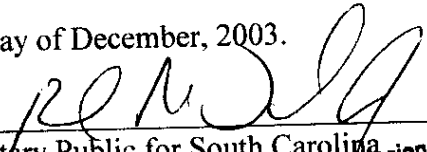
By: Gerald M. Suess
Its: President

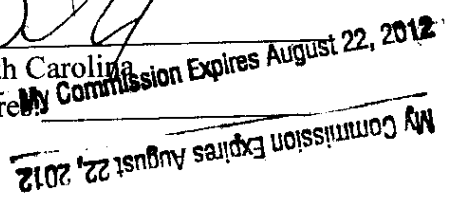
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify that **Gerald M. Suess** as President for JJ Development, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 18th day of December, 2003.



Notary Public for South Carolina
My Commission Expires August 22, 2012


WITNESSES:

[Handwritten Signature]
Wm. W. G. 7. 4 A

RICHARDSON STREET PARTNERS, LLC

By: [Handwritten Signature]
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify that **Paul Gauphi** as Manager for Richardson Street Partners personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 18th day of December, 2003.

[Handwritten Signature]
Notary Public for South Carolina
My Commission Expires: 11/14/2006

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