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Reference Documents: Book 2245 at Pages 2309-2339; Book 3167 at Pages 3187-3188

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TIDEWATER LANDING ASSOCIATION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIDEWATER LANDING ASSOCIATION ("Second Amendment") is made on this 14th day of July, 2016, by Tidewater Landing Property Owners' Association, Inc., a South Carolina corporation, having an address of 40 Persimmon Street, Suite 105, Bluffton, South Carolina 29910 ("Association").

WHEREAS, Hawk's Landing, LLC ("Declarant") recorded that Declaration of Covenants, Conditions and Restrictions for Tidewater Landing Association in the Office of the Register of Deeds for Beaufort County, South Carolina on October 6, 2005 in Book 2245 at pages 2309-2339 and as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Tidewater Landing Association July 30, 2012 in Book 3167 at Pages 3187-3188 (the "Declaration"); and

WHEREAS, Declarant has not assigned reserved rights and obligations arising under the Declaration to the Association as provided in Section 3.3 of the Declaration; and

WHEREAS, Section 10.4.1 provides that Declarant retains the right to unilaterally amend the Declaration for any purpose provided, however, any such amendment shall not materially adversely affect the substantive rights of any lot owner; and

WHEREAS, Section 10.4.2 provides that Declarant may also amend the Declaration with the consent of the owners of at least two-thirds (2/3) of the owners of lots; and

WHEREAS, Declarant desires to amend the Declaration pursuant to the provisions of Section 10.4.2. with requisite consent having been obtained by resolution of owners dated July 14th 2016 2016.

NOW, THEREFORE, the Declarant, by and through its undersigned authorized officer, does hereby amend the Declaration as provided herein:

1. Recitals. The above stated recitals are hereby incorporated by reference.
2. Amendment of Section 5.7 of the Declaration. Section 5.7 of the Declaration is hereby added in its entirety as provided below:

5.7 Right of First Refusal. The Association shall hold the exclusive and irrevocable right of first refusal to purchase, pursuant to the terms and conditions hereinafter set forth, the real property subject to the Declaration, together with all rights, easements, privileges and all improvements, fixtures and other personal property located thereon ("Property").

Terms and Conditions of said right of first refusal are as follows:

1. The owner of real property subject to the Declaration (an "Owner") shall notify the Association in writing at such time that any person or entity ("Offeror") makes a bona fide offer to purchase said Property, which written notification shall state all material terms and conditions of the offer.

2. Following receipt of such written notice, the Association shall have thirty (30) days to execute a purchase contract with the Owner upon the same terms and conditions submitted by the Offeror to the Owner.

3. Should the Association fail to execute its right to purchase within the thirty (30) days following written notification of the offer to purchase, the Owner may freely convey its Property to the Offeror, but not to any other person or entity.

4. If the Offeror does not purchase the Property within six (6) months after the offer is transmitted to the Association by the written notification described above, the terms and limitations of this Section 5.7 shall again be imposed on Owner.

5. If the Association elects to purchase the Property, the conveyance shall be closed within sixty (60) days following the Owner's receipt of the notice of the Association's intent to exercise its purchase rights under this Section 5.7. At closing, the Owner shall execute and deliver to the Association the conveyancing documents required by the Offeror. In the event the Offeror's bona fide offer does not specify necessary conveyancing documentation, the Company shall execute and deliver to the Association a general warranty deed in proper form for recording, an owner's affidavit of title to the effect that there are no judgments, bankruptcies, liens, or other claims against the Property which might affect marketability, and shall provide the Association and the Association's title insurer with satisfactory evidence of the Company's power and authority to perform the sale.

6. The Association and its agents shall have the right and privilege to enter upon the Property prior to closing to survey and inspect the Property and any improvements thereon and to conduct soil borings and other geological, engineering, or landscaping tests or studies, all at the Association's sole cost and expense.

7. This Agreement shall be binding upon and insure to the benefit of the Association, all of its members by virtue of terms of the Declaration and their respective successors and assigns, if any.

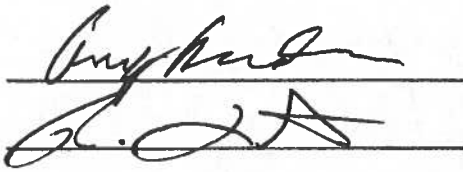
8. If either party is required to institute suit against the other party to enforce its rights under this Agreement, and if such party obtains a valid judgment against the other party, the non-prevailing party agrees to pay all reasonable costs, expenses and reasonable attorney fees of the prevailing party attributable to the enforcement of this Section 5.7.

9. Notwithstanding the foregoing, it is understood and agreed that the right of first refusal granted hereby shall not apply to a conveyance to either Tidewater Landing Property Owners' Association, Inc. or to Todd Hawk, Tracy Hawk or entities wholly owned by Todd Hawk or Tracy Hawk, but shall apply to any other conveyance and any reconveyance from any third party.

3. Ratification of the Declaration. Except as specifically amended in this Second Amendment, all terms and conditions of the Declaration are hereby ratified and all defined terms in the Declaration shall have the same meaning when used in this Second Amendment.

IN WITNESS WHEREOF, the Declarant herein, hereby executes this First Amendment on the day and year first above written.

WITNESSES:



DECLARANT:

HAWK'S LANDING, LLC a South Carolina limited liability company

By: 
Todd S. Hawk, Member

TIDEWATER LANDING PROPERTY OWNERS' ASSOCIATION, INC., a South Carolina corporation

By: 
Todd S. Hawk, President

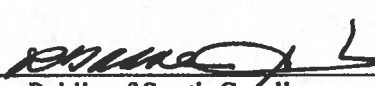
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Hawk's Landing, LLC by Todd S. Hawk as Member personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and official seal this 14 day of July, 2016.


Notary Public of South Carolina
My Commission Expires: 8/3/16

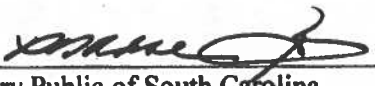
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Tidewater Landing Property Owners' Association, Inc., by Todd S. Hawk as President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 14 day of July, 2016.




Notary Public of South Carolina
My Commission Expires: 8/3/16