

systems, recreational paths, and related improvements, and to provide all administrative and security services important to the development, safety and preservation of Shipyard Plantation and its owners, the Owner agrees to pay to a reasonable annual assessment to Shipyard Plantation Property Owners' Association, Inc. as determined from time to time by Shipyard Plantation Property Owners' Association, Inc. in an amount equal to that paid by a majority of Shipyard Plantation property owners. All annual assessments shall be a lien and continuing charge upon the Property when such annual assessment becomes due. All annual assessments shall also be the personal obligation of the Owner at the time the assessment is due. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest thereafter at the rate of fifteen percent (15%) per annum. Shipyard Property Owners' Association, Inc. may bring an action at law or in equity against the Owner personally obligated to pay the annual assessment, or may foreclose the assessment lien against the Property. All costs of collecting any assessment in default, including reasonable attorneys' fees and court costs, shall also constitute a continuing lien against the Property and shall be payable by the Owner. The assessment lien provided for herein shall be subordinate to the lien of all first mortgages. No sale or transfer resulting from mortgage foreclosure or any proceedings in lieu thereof shall relieve any subsequent Owner from liability for annual assessments becoming due thereafter.

2. Encumbrance Upon Property. The terms and conditions of this Covenant shall, in equity and at law, touch and concern, benefit and burden, run and encumber the Property, as this Amendment is intended to be, and shall be, a covenant in servitude and restriction encumbering the Property.

3. Amendment. This Amendment may only be amended as set forth in the covenants and restrictions affecting the portion of Shipyard Plantation in which the Property is located, as may be amended from time to time. In the event of conflict between this Covenant and any other covenant or restriction affecting the Property, the terms of this Covenant shall apply.

4. Successors and Assigns. The terms and conditions of this Amendment shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Owner.

5. Ratification. Except as amended herein, all terms, conditions and obligations of all prior covenants, conditions, restrictions or other matters of record affecting the Property are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the undersigned Owner has executed this Amended Covenant on the date set forth above.

WITNESSES:

[Signature]
[Signature]

OWNERS:

[Signature]
Harold T. Daniel
[Signature]
Shirley Daniel

^{Kentucky}
STATE OF ~~SOUTH CAROLINA~~)
^{Fayette}
COUNTY OF ~~BEAUFORT~~)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Harold T. Daniel and Shirley Daniel personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9 day of February, 2008.

[Signature]
Notary Public of South Carolina ^{Kentucky}
My Commission Expires: 12-27-02

EXHIBIT "A"

All that certain Condominium Unit lying and being on Hilton Head Island, Beaufort County, South Carolina, and being known as Unit C-2, Block 700, Sailmaster Horizontal Property Regime II, and being more fully described by reference to the Master Deed of Shipmaster Company establishing said Horizontal Property Regime, said Deed being dated the 14th day of December, 1973, and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 217 at Page 59.

ALSO, all of the rights, privileges and common elements appertaining to the above described Unit, as set forth in the By-Laws of the Sailmaster Horizontal Property Regime II.

This being the same property conveyed to Harold T. Daniel and Shirley Daniel by Deed of William H. Granville and Beatrice L. Granville dated August 8, 1978 and recorded October 13, 1978 in Deed Book 271 at Page 572.

Tax Map Number: R550-015-000-0202-0013