

BEAUFORT COUNTY SC - ROD  
BK 02308 PGS 0598-0608  
FILE NUM 2006006363  
01/23/2006 01:20:36 PM  
REC'D BY S SMITH RCPT# 391418  
RECORDING FEES 17.00

17 MCA  
Bristol  
6931  
S. Bird  
0/1

STATE OF SOUTH CAROLINA ) TENTH AMENDMENT TO DECLARATION  
                                  ) OF COVENANTS, CONDITIONS AND  
COUNTY OF BEAUFORT      ) RESTRICTIONS FOR HAMPTON HALL CLUB

THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMPTON HALL CLUB ("Tenth Amendment") made this 18<sup>th</sup> day of January, 2006 by Hampton Hall, LLC, formerly known as Buckwalter JV, LLC ("Declarant"), a Delaware limited liability company.

WITNESSETH:

WHEREAS, the Declarant subjected certain property located in the Town of Bluffton, Beaufort County, South Carolina, known as Hampton Hall Club (the "Club"), to a Declaration Of Covenants, Conditions And Restrictions For Hampton Hall Club dated March 17, 2003 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1729 at Page 1965 (the "Covenants"), as the same has been amended from time to time; and

WHEREAS, in addition to the Covenants, membership in the Club is governed by the Plan For The Offering Of Memberships dated March 2003 for the Hampton Hall Club, as the same has been amended (the "Membership Plan"); and

WHEREAS, the Club currently offers two types of Memberships, being Club Memberships which entitles a Club Member to use all Club Facilities but does not entitle such Club Member to use the Golf Facilities except as otherwise allowed by the Club, and Golf Memberships which entitles a Golf Member to use the Golf Facilities; and

WHEREAS, Declarant and the Club initially intended and since the inception of the Club, has only offered Golf Memberships in the Club to Owners of Homesites in Hampton Hall; and

WHEREAS, a substantial portion of the Homesites in Hampton Hall have been sold and a significant percentage of the purchasers of residences and homesites in Hampton Hall have to date elected not to become Golf Members; and

WHEREAS, in Article C, MEMBERSHIP PRIVILEGES of the Membership Plan and in Article IV, Section 4.17, Golf Memberships, the Club reserved the right to sell Golf Memberships to persons who do not own Homesites in Hampton Hall; and

WHEREAS, in Article C, MEMBERSHIP PRIVILEGES of the Membership Plan, the Club reserved the right to issue other classifications of memberships, reserved the right to determine the use privileges of such other classifications of memberships, reserved the right to determine the membership fees and dues to be paid by such other classifications of memberships, and reserved the right to promulgate new rules and the right to modify existing rules governing access to the recreational facilities of the Club; and

WHEREAS, it is in the best interest of all Members of the Club for the Golf Membership to be a vibrant and self sustaining membership; and

WHEREAS, as of the date hereof, the Club and Declarant have decided to offer Golf Memberships to Persons who do not own Homesites in Hampton Hall (hereinafter called "non-property owner Golf Members") to promote a vibrant and self sustaining Golf Membership; and

WHEREAS, the Club in the Membership Plan and in the Covenants initially required all Golf Members, including Golf Members who do not own Homesites in Hampton Hall, to acquire a Club Membership which granted access to the Club Facilities; and

WHEREAS, the Club and the Declarant believe that it is in the best interest of the Club Members and the Club that the Club should have flexibility in deciding whether Golf Members who do not own Homesites in Hampton Hall should be allowed to become Club Members; and

WHEREAS, the Club and the Declarant at this time have decided that non-property owner Golf Members will not be allowed to join as Club Members and accordingly non-property owner Golf Members who are not Club Members will be Class C Members and will only have access to the Golf Facilities, the roads of the Club, and such access to the other Club Facilities as allowed by the Club; and

WHEREAS, the Club and the Declarant have decided that the non-property owner Golf Members who are Class C Members, in addition to paying the Golf Member Assessments, shall pay an Access Fee (as defined below) to be paid to the Club as a contribution to maintenance of roads and security of the Club; and

WHEREAS, in addition to the rights to create new categories of memberships, in Article X, Section 10.02 of the Covenants, Declarant reserved the right to unilaterally amend the Declaration as deemed necessary or desirable by Declarant as long as Declarant was not materially adversely affecting any existing Member's rights and reserved the right to amend the Membership Plan from time to time in its discretion so long as such amendments are not materially adverse to the rights of existing members; and

WHEREAS, the Declarant and the Club have amended the Membership Plan as of the date hereof to provide for a new category of membership (Class C Members), being non-property owner Golf Members who are not Club Members;

NOW, THEREFORE, the Declarant, with the consent of the Board of the Club as evidenced below, hereby amends the Covenants as follows:

1. Article I, Section 1.08, Club is hereby amended to provide that Golf Members who are non-property owner Golf Members are not required to obtain a Club Membership but may be allowed to join as Club Members in the discretion of the Club. Non-property owner Golf Members who have joined as Club Members shall be Class A Members. Non-property owner Golf Members who are not Club Members shall be Class C Members.

2. Article I, Section 1.09, Club Facilities is hereby amended to provide that the Class C Members shall have use of the roads of the Club but shall not otherwise have access to the Club Facilities except as allowed by the Club.

3. Article I, Section 1.10, Club Members and Club Membership is hereby amended to provide that Golf Members who are non-property owner Golf Members are not required to obtain a Club Membership but may be allowed to join as Club Members in the discretion of the Club. Non-property owner Golf Members who have joined as Club Members will be Class A Members. Class C Members are non-property owner Golf Members who are not Club Members. Notwithstanding any other provision of the Covenants or the Membership Agreement, non-property owner Golf Members who purchase a Club Membership with the consent of the Club may resign their Club Membership (but in no event will the club membership fee be refunded unless the Club has otherwise agreed in writing) but are required to maintain the Club Membership in good standing at all times and to pay to the Club all required dues, fees, assessments and dining minimums (if any) and other charges associated with the Club Membership until such Club Membership has been resigned or otherwise terminated.

4. Article I, Section 1.13, Common Property is hereby amended to provide that the Class C Members shall not have access to the Common Property other than access to the Golf Facilities, which such Class C Members shall have to the same extent as any other Golf Members, use of the roads of the Club, and such access to the other Club Facilities as allowed by the Club.

5. Article I, Section 1.25, Golf Members and Golf Membership is hereby amended to provide that Golf Members who own Homesites in Hampton Hall will be known as "property owner Golf Members" and that Golf Members who do not own Homesites in Hampton Hall will be known as "non-property owner Golf Members". The term Golf Members shall refer to and include both property owner Golf Members and non-property owner Golf Members and the term Golf Memberships shall refer to and include both property owner Golf Memberships and non-property owner Golf Memberships. Non-property owner Golf Members are not required to acquire a Club Membership but may be allowed to join as Club Members in the discretion of the Club. Non-property owner Golf Members who are Club Members will be Class A Members and non-property owner Golf Members who are not Club Members will be Class C Members. Non-property Golf Members (including Class C Members) shall have the same rights and privileges with respect to the Golf Facilities as property owner Golf Members and shall be subject to the same Assessments as property owner Golf Members under Article V, Section 5.08 of this Declaration.

6. Article I, is amended to add a Section 1.45 Access Fee as follows:

1.45 Access Fee. "Access Fee" shall mean the yearly assessment to be paid by all Class C Members to the Club as a contribution to maintenance of roads and security of the Club as provided in Article V, Section 5.08.

7. Article III, Section 3.02, Right of Enjoyment is amended to provide that Golf Members who are Class C Members shall not have access to the Common Property other than access to the Golf Facilities, which such Class C Members shall have to the same extent as all other Golf Members, use of the roads of the Club, and such access to the other Club Facilities as allowed by the Club.

8. Article IV, Section 4.03, Voting Rights is amended by deleting said section and replacing it with the following:

4.03 Voting Rights. Subject to the following provisions of this Section 4.03, the Club shall have three classes of membership for voting: Class A, Class B, and Class C.

(a) Class A. Every Person who is a Member, including Club Members and Golf Members, but excluding all non-property owner Golf Members who are not Club Members (the Class C Members) and excluding the Declarant as long as Declarant is the Class B Member, shall be a Class A Member of the Club and, except as otherwise set forth herein or in the Bylaws, shall be entitled to one vote for each Membership owned. A Golf Member who is a Class A Member shall only be entitled to one vote (even though such Golf Member will also be a Club Member) with the vote of such Golf Member automatically covering both the Golf Membership and such Golf Member's accompanying Club Membership. As discussed hereinafter, all Class A Members may vote on matters relating to Club Facilities but only Class A Members who are also Golf Members may vote on matters relating to Golf Facilities. Except as otherwise allowed in this Declaration or in the Membership Plan, the Club Membership of a Class A Member shall automatically terminate upon the Member's sale or other transfer of his Homesite (with the purchaser or other transferee of such Homesite being required to purchase a Club Membership at the closing), and such Member, if also a Golf Member, must either resign the Golf Membership or, if first approved in writing by the Club, may convert such Membership to a non-property owner Golf Membership (in which event such Person shall automatically become a Class C Member instead of a Class A Member unless the Club otherwise allows such Person to acquire another Club Membership in which event such Person shall remain a Class A Member). However, no termination and/or resignation of Class A Membership shall affect such Member's obligation to pay assessments, fines or penalties as hereinafter provided for, due and payable for any period prior to the date of such termination or resignation, and there will be no refunds by the Club for assessments paid for periods falling after the date of such termination.

(b) Class B. The Declarant (including all successor Declarants) shall be the sole Class B Member of the Club. This "Class B Membership" of Declarant shall be a full voting membership and, during its existence, the Class B Member shall be entitled to vote on all matters and in all events, including all matters relating to the Club Facilities and the Golf Facilities. With respect to matters involving the Club Membership and Club Facilities, the Class B Member shall be entitled to votes equal to the number of votes cumulatively held by all Class A Members multiplied times three (3). With respect to matters involving the Golf Membership and Golf Facilities, the Class B Member shall be entitled to votes equal to the number of votes cumulatively held by all Class A Members who are Golf Members and the number of votes cumulatively held by all Class C Members multiplied times three (3). The Class B membership shall terminate (the "Turnover Date") sixty (60) days after the first of the following events occur: (a) the expiration of twenty five (25) years from the date of recording of this Declaration; (b) the date as of which both ninety five percent of the Golf Memberships available in the Club have been issued and ninety five (95%) percent of the Homesites which may be developed on the Property and on the Additional Property shall have been conveyed, by either the Declarant (excluding sales to Builders), or by a Builder who purchased the Homesite from Declarant, to an individual owner or owners for residential use or occupancy; or (c) the surrender by the Declarant of the authority to appoint and remove members of the Board of the Club by an express amendment to this Declaration executed by the Declarant and recorded in the Office of the Beaufort County Register of Deeds; provided, however, Declarant may not surrender the authority to appoint and remove members of the Board of the Club until such time that Declarant has sold Homesites and/or Golf Memberships totaling at least seventy (70%) percent of the cumulative total of all Homesites and Golf Memberships available for sale. Upon termination of Declarant's status as the Class B Member, Declarant shall automatically become a Class A Member for all Homesites owned by Declarant.

(c) Class C. Every Golf Member who does not own a Homesite in Hampton Hall (non-property owner Golf Members) who is not a Club Member shall be a Class C Member of the Club and shall only be allowed to vote on matters relating to the Golf Membership

and Golf Facilities. Class C Members shall not have any voting rights concerning matters relating to Club Memberships and/or the Club Facilities. Except as otherwise set forth herein or in the Bylaws, each Class C Member shall be entitled to one vote for each Membership owned in voting on matters relating to Golf Memberships and Golf Facilities. Any Class C Member who either subsequently purchases a Homesite at Hampton Hall and thus acquires a Club Membership or obtains a Club Membership as allowed by the Club shall automatically convert from a Class C Member to a Class A Member. If such Golf Member acquires a Homesite at Hampton Hall, such Golf Member's Golf Membership shall automatically convert from a non-property owner Golf Membership to a property owner Golf Membership.

(d) Reserved Rights. Declarant reserves the right to add a fourth class of voting rights for commercial owners in the event that Declarant decides in its sole discretion to establish any commercial areas on the Property or Additional Property, provided such commercial activity is allowed by the governmental body having jurisdiction. Other than the commercial activities of the Club, such commercial activities by Declarant shall be limited to such portion of the Property or Additional Property as fronts directly on Buckwalter Parkway. Such fourth class of voting rights shall be established by the filing of a Supplemental Declaration by the Declarant.

9. Article IV, Section 4.04, Board of Directors and Officers is amended to provide that Class C Members are not eligible to be Directors of the Club and that once there is no longer a Class B Membership, the persons elected to the Board of Directors must meet the following:

- (i) all directors must be Class A Members of the Club; and
- (ii) at least three directors must be Class "A" Members who are also Golf Members.

10. Article IV, Section 4.16, Memberships is amended as follows:

4.16 Memberships. The Club will make available three classifications of memberships that will be known as Club Memberships, property owner Golf Memberships (being Golf Memberships for Persons who own Homesites in Hampton Hall), and non-property owner Golf Memberships (being Golf Memberships for Persons who do not own Homesites in Hampton Hall). The Golf Memberships (both property owner Golf Memberships and non-property owner Golf Memberships) and Club Memberships are sometimes collectively referred to as the Memberships. A person who obtains either a property owner Golf Membership or a non-property owner Golf Membership is sometimes referred to as a Golf Member or collectively as Golf Members and a person who obtains a Club Membership is sometimes referred to as a Club Member or collectively as Club Members and a person who obtains a Membership is sometimes hereinafter referred to as a Member or collectively as Members. Unless exempted by Declarant, Owners of Homesites in the Hampton Hall must purchase a Club Membership at the Club. In addition, such Owners must maintain at least a Club Membership at the Club in good standing until the closing of the sale or other transfer of their residence or homesite in Hampton Hall to another owner. All property owner Golf Members must also purchase a Club Membership at the Club and accordingly all property owner Golf Members are also Club Members. Non-property owner Golf Members are not required to purchase a Club Membership at the Club but may be allowed to purchase a Club Membership in the discretion of the Club. The Club may issue other classifications of membership, including but not limited to "Founder Memberships" and "Invitational Golf Memberships" and "Sports Memberships" as described in the Membership Plan. If additional classifications of membership are made available, the Club will establish the use privileges of the additional membership classifications, the number of memberships available and the membership fee, dues, fees, dining minimums (if any), assessments and other charges to be paid for these additional classifications of membership. Every Member, including any

membership category issued by the Club including but not limited to Club Members and Golf Members, by accepting a Membership in the Club, expressly and automatically agrees to be bound by the provisions of this Declaration, the Bylaws, all rules and regulations of the Club, and the Membership Plan, as the same may be amended from time to time, whether or not such Member is an Owner of a Homesite in Hampton Hall. Club Memberships at Hampton Hall Club shall be issued in the name of the individual submitting the Club Member Information Profile (as defined in the Membership Plan). For Members who are Owners of Homesites, the individual applying for the Club Membership must be the owner or joint owner of the Homesite. The Club may allow a Golf Membership to be held in the name of an entity from time to time but the entity, as the actual member and owner of the golf membership, shall designate one person as designee of the Golf Membership use privileges and, if a property owner Golf Member, such designated person shall also be designee of the Club Membership. A Membership allows the member identified in the Information Profile or Application for Golf Membership Privileges (as defined in the Membership Plan), as applicable, and his or her immediate family members (as defined below) to use the facilities in accordance with the terms of the classification of membership selected and upon payment of the required membership fee and applicable Assessments, fees, dining minimums (if any) and other charges. Immediate family members shall include the spouse or significant other (as defined in the Club Rules and Regulations) of the member who is living in the member's home, and their unmarried children who are under the age of twenty-three and either living in the member's home or attending school on a full-time basis. ALL CLUB MEMBERSHIP FEES ARE NONREFUNDABLE. GOLF MEMBERS HAVE THE OPPORTUNITY IN CONNECTION WITH A RESIGNED GOLF MEMBERSHIP TO RECEIVE SUCH AMOUNTS UPON RE-ISSUANCE OF HIS/HER/ITS GOLF MEMBERSHIP AS SET FORTH IN THE MEMBERSHIP PLAN.

11. Article IV, Section 4.17, Golf Memberships is amended to provide that Golf Members who do not own Homesites in Hampton Hall will be known as non-property owner Golf Members. Non-property owner Golf Members shall not be required to become Club Members but may be allowed to purchase a Club Membership in the discretion of the Club. If a property owner Golf Member sells such Member's Homesite in Hampton Hall, such property owner Golf Member must either resign the property owner Golf Membership or, if first approved in writing by the Club, may convert such Membership to a non-property owner Golf Membership. Any such allowed non-property owner Golf Membership shall automatically convert to a Class C Membership unless the Club otherwise allows such Person to acquire another Club Membership in which event such Person shall remain a Class A Member.

12. Article V, Section 5.01, Covenant for Assessments and Creation of Lien and Personal Obligations is amended to add subsection (h) as follows:

(h) if a Member is a non-property owner Golf Member and is not a Club Member (i.e., a Class C Member), such Member agrees to pay the Access Fee as set out in Section 5.08 of this Declaration.

13. Article V, Section 5.08, Annual Golf Budget; Golf Member Assessment; Golf Specific Assessments; Golf Special Assessments is hereby amended to add a subsection (f) as follows:

(f) In addition to the obligation to pay Golf Member Assessments, Golf Specific Assessments, and Golf Special Assessments, the Club is hereby authorized to levy, and each non-property owner Golf Member who is a Class C Member agrees to pay to the Club, an additional annual fee, which for calendar year 2006 shall be the amount of \$480.00 (the "Access Fee"), as a contribution to maintenance of roads and security of the Club. Such Access Fee shall be due upon

the obtaining of a Golf Membership that is a Class C Membership and shall be pro-rated in the year the Golf Membership is obtained for the number of days remaining in that year. After calendar year 2006, the Club may not increase such Access Fee on a cumulative yearly basis by more than the increase each year in the consumer price index (as published by the U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers, U.S. City Average, All Items, 1982-84=100). The funds from the Access Fee may be used by the Club for any of the purposes as set out in Article V, Section 5.02 of this Declaration.

14. All terms not specifically defined in this Tenth Amendment shall have the definitions as set forth in the Covenants, subject to such amendments and changes in said definitions as are made pursuant to this Tenth Amendment.

15. Except as amended herein, all provisions of the Covenants shall continue in full force and effect. To the extent that there is any ambiguity, conflict, or inconsistency between the provisions of the Covenants and this Tenth Amendment, the provisions of this Tenth Amendment shall control.

IN WITNESS WHEREOF, the Declarant has caused this Tenth Amendment to Declaration to be duly executed and sealed this 22<sup>nd</sup> day of December, 2005.

WITNESSES:

DECLARANT:

HAMPTON HALL, LLC, a Delaware Limited Liability Company

By: TOLL SC, LP, a South Carolina limited partnership, Its Member

By: TOLL SC GP CORP.  
Its General Partner

By: [Signature]  
Douglas C. Yearley, Its Vice President

[Signature]  
MARTHA TANNER.  
[Signature]  
Christopher G. Galtac

STATE OF Pennsylvania )  
COUNTY OF Montgomery )

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Douglas C. Yearley, the Vice President of TOLL SC GP CORP., the general partner of TOLL SC LP, a South Carolina limited partnership, a member of Hampton Hall, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22 day of December, 2005.

[Signature]  
Notary Public of South Carolina Pennsylvania  
My Commission Expires: May 24, 2017

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Martha Tanner, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires May 24, 2007  
Member, Pennsylvania Association of Notaries

WITNESSES:

Auni Houston  
Kalle G Eibe

By: BHR INVESTMENTS, INC., a  
South Carolina corporation, Its Member

By: Gary L. Rowe  
Gary L. Rowe, Its Vice President

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Gary L. Rowe, the Vice President of BHR Investments, Inc., a member of Hampton Hall, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18<sup>th</sup> day of January, 2008

Kalle G. Eibe  
Notary Public for South Carolina  
My Commission Expires: 11/20/06

IN WITNESS WHEREOF, the undersigned being all the directors of the Board of Directors of the Hampton Hall Club, Inc. ("Club") hereby join in this Tenth Amendment to Declaration to acknowledge that the Club has created a new category of Membership for Golf Members who do not own Homesites in Hampton Hall and who are not allowed by the Club to join as Club Members to be known the Class C Membership and to approve and consent to on behalf of the Club this Tenth Amendment to Declaration this 18<sup>th</sup> day of January, 2007.6

WITNESSES:

Marley Knowles  
Karla G. Eitz

Steve Johnson  
Steve Johnson, Director  
Gerrit Albert  
Gerrit Albert, Director

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Steve Johnson and Gerrit Albert personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18<sup>th</sup> day of January, 2007.6

Karla G. Eitz  
Notary Public for South Carolina  
My Commission Expires: 11/20/06

WITNESSES:

(2) Kathleen J. Celisario  
Shirley Tomamorti

(1) David Richey  
David Richey, Director

STATE OF Pennsylvania )  
COUNTY OF Montgomery )

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that David Richey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 09 day of January, 2005.

(4) Sophia Settefrati  
Notary Public for South Carolina Pennsylvania.  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sophia Settefrati, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires May 11, 2008  
Member, Pennsylvania Association of Notaries