

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

**THIS ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMPTON HALL CLUB** (“Eleventh Amendment”) made this 4th day of February, 2010, 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 three classifications of equity memberships 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); 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**, 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**, a current trend in real estate is the concept of a residence club which combines the benefits of shared second home/vacation home ownership with various associated services and amenities; and

**WHEREAS**, it is in the best interest of the Club to make non-property owner Golf Memberships available for such residence clubs;

**WHEREAS**, the Declarant and the Club have amended the Membership Plan as of the date hereof to make non-property owner Golf Memberships available for such residence clubs;

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

1. Article IV, Section 4.03, Voting Rights is amended as follows:

Notwithstanding any other provision of the Covenants, the Membership Agreement, or the Bylaws, a non-property owner Golf Membership for a dwelling in a Residence Club (as hereinafter defined) owned by an Entity Residence Club (as hereinafter defined) may only be voted in person by the co-owner or other authorized representative of the Entity Residence Club who has been designated as the "Member" for voting purposes in the Application for Golf Membership Privileges or may be voted pursuant to a proxy signed by the co-owner or other authorized representative of the Entity Residence Club who has been designated as the "Member" for voting purposes in the Application for Golf Membership Privileges. Also notwithstanding any other provision of the Covenants, the Membership Agreement, or the Bylaws, a non-property owner Golf Membership owned by an Association (as hereinafter defined) for a dwelling in a Non-entity Residence Club (as hereinafter defined) may only be voted in person by the authorized representative of the Association who has been designated as the "Member" for voting purposes in the Application for Golf Membership Privileges or may be voted pursuant to a proxy signed by the authorized representative of the Association who has been designated as the "Member" for voting purposes in the Application for Golf Membership Privileges. Any attempted vote for a non-property owner Golf Membership owned by either an Entity Residence Club or by an Association for a dwelling in a Non-entity Residence Club not in accordance with these provisions shall be disregarded by the Club.

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

Except as otherwise provided herein, the Club may allow a Golf Membership to be held in the name of a 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.

Notwithstanding the foregoing, the Club may allow a non-property owner Golf Membership to be obtained for a dwelling by an Entity Residence Club (as defined below) that owns a residential dwelling outside of Hampton Hall, with the Entity Residence Club being the owner of the non-property owner Golf Membership for the applicable dwelling for which a membership is obtained but with up to eight (8) individual co-owners of the Entity Residence Club being the designee of the Golf Membership use privileges during the period that an individual co-owner has been designated the user of the golf membership privileges and is in residence at the residential dwelling unit owned by the Entity Residence Club. **For purposes of voting, only the individual (who may be a co-owner or other authorized representative of**

the Entity Residence Club) who has been designated as having the voting rights of the membership in the Application for Golf Membership Privileges may vote the membership for the Entity Residence Club. An authorized representative of the Entity Residence Club who is not a co-owner of the Entity Residence Club shall have no membership use privileges and shall only be entitled to vote the membership. Such co-Owner or authorized representative designated to have the voting rights must be an individual. The Entity Resident Club by an authorized representative shall sign the prevailing Application for Golf Membership Privileges and Golf Membership Agreement (as defined in the Membership Plan). In addition, each of the individual co-owners of the Entity Residence Club designated as users of the membership privileges (not to exceed eight [8] individuals for each dwelling) must fill out and submit to the Club the required Application for Golf Membership Privileges (as defined in the Membership Plan). Once the designation of an individual as a member has been made and such individual has signed and returned to the Club the required Application for Golf Membership Privileges, such designation may not be changed and shall be irrevocable. Each such designated individual co-owner of the Entity Residence Club and his or her immediate family members (as defined below) will be entitled to use the golf facilities at the Club as the designated member during the periods that such individual co-owner has been designated the user of the golf membership privileges and is in residence at the residential dwelling unit owned by the Entity Residence Club and upon payment of the required membership fee and applicable Assessments, fees, service charges, 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 designated member who is in residence at the residential dwelling unit owned by the Entity Residence Club 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. An authorized representative of the Entity Residence Club must notify the Club prior to each applicable period of the year as to the individual co-owner who has been designated the user of the golf membership privileges for the applicable period and will be in residence at the residential dwelling unit owned by the Entity Residence Club Unit during the applicable period. If an entity is a co-owner of the Entity Residence Club, one individual who is an owner/co-owner of that entity must be designated as member for such entity and must sign and return to the Club the required Application for Golf Membership Privileges and such designation once made for such entity is irrevocable and may not be changed.

Also notwithstanding the foregoing, the Club may allow a non-property owner Golf Membership to be obtained by an Association (as defined below) for each residential dwelling outside of Hampton Hall which is part of a Non-entity Residence Club (as defined below), with the Association being the owner of the non-property owner Golf Membership (but with the Association having no membership use privileges) for each such dwelling for which a membership is obtained but with up to eight (8) individuals who are tenant in common co-owners of the dwelling or up to eight (8) individuals who are owners/co-owners of a fractional interest/interval of a condominium dwelling, as applicable, being the designee of the Golf Membership use privileges during the periods of time that such individual owner/co-owner has been designated as the user of the golf membership privileges and is in residence at a residential dwelling that is part of the Non-entity Residence Club (as hereinafter defined). **For purposes of voting, only the authorized representative of the Association (as defined below) who has been designated as having the voting rights of the membership in the Application for Golf Membership Privileges may vote the membership for the Association. However, the authorized representative of the Association in such capacity shall have no membership use privileges and shall only be entitled to vote the membership. Such authorized representative designated to have the voting rights must be an individual.** The Association by an authorized representative shall sign the prevailing Application for Golf Membership Privileges and Golf

Membership Agreement (as defined in the Membership Plan) for each dwelling for which a membership is being obtained. In addition, the individual tenant in common co-owners of the dwelling (not to exceed eight [8] individuals for each dwelling) designated as a member or each of the individual owners of a fractional interest/interval of a condominium dwelling (not to exceed eight [8] individuals for each dwelling) designated as a member, as applicable, must fill out and submit to the Club the required Application for Golf Membership Privileges (as defined in the Membership Plan). If an entity is a tenant in common co-owner of a dwelling, one individual owner of the entity must be designated as the member and must fill out and submit to the required Club an Application for Golf Membership Privileges (as defined in the Membership Plan). Once the designation of an individual as a member has been made and such individual has signed and returned to the Club the Application for Golf Membership Privileges, such designation may not be changed and shall be irrevocable. Each such designated individual tenant in common co-owner of the applicable dwelling or each such designated individual owner of the fractional interest/interval of the applicable condominium dwelling, as applicable, and his or her immediate family members (as defined below) will be entitled to use the golf facilities at the Club as the designated member during the periods of time that such owner has been designated as the user of the golf membership privileges and is in residence at a residential dwelling unit of the Non-entity Residence Club and upon payment of the required membership fee and applicable Assessments, fees, service charges, 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 designated member who is in residence at the applicable residential dwelling unit 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. An authorized representative of the Association must notify the Club prior to each applicable period of time of the year as to each individual owner who has been designated as the user of the golf membership privileges and will be in residence at a residential dwelling unit of the Non-entity Residence Club (which unit need not be the unit to which the owner has a deeded interest) during each such period of time.

For purposes of the Covenants, the Membership Agreement, and all other membership documents, an "Entity Residence Club" shall mean an entity owned by eight (8) or fewer persons (each such person referred to as a co-owner or owner of the Entity Residence Club) that owns a residential dwelling in a residence club in Beaufort County, South Carolina or Jasper County, South Carolina pursuant to which each of the co-owners of the Entity Residence Club will be in residence during certain periods of the year. Each individual co-owner who has been designated as a member and has filled out and submitted to the Club the prevailing Application for Golf Membership Privileges and his/her immediate family members shall be the designated user of the golf member privileges during such periods. Only the individual co-owner who is in residence at the dwelling and has been designated as the user of the golf member privileges for such periods and such owner's immediate family members will have the status of golf member and the corresponding membership use privileges with all other persons in the residential dwelling having access to the golf facilities at the Club only as guests pursuant to payment of applicable guest fees.

For purposes of the Covenants, the Membership Agreement, and all other membership documents, a "Non-entity Residence Club" shall mean a residence club project in Beaufort County, South Carolina or Jasper County, South Carolina for which each dwelling (which dwelling may be a condominium) in the project will have no more than eight (8) ownership interests owned as tenants in common or, if each dwelling is a fractionalized condominium with fractional interests/intervals, each condominium dwelling will have no more than eight (8) fractional interests/intervals, with each of the tenant in common co-owners of the dwelling or each of the owners of a fractional interest/interval of the condominium dwelling, as applicable, having the right to be in residence at a dwelling in the Non-entity Residence Club (which need

not be the unit to which the co-owner has a deeded interest) during certain periods of time of the year. Each individual tenant in common co-owner of a dwelling or each individual owner/co-owners of a fractional interest/interval of a condominium dwelling as applicable who has been designated as a member and has filled out and submitted to the Club the prevailing Application for Golf Membership Privileges and his/her immediate family members shall be the designated user of the golf member privileges during such periods of time that such individual owner is the designated member and in residence at a dwelling in the Non-entity Residence Club. The Non-entity Residence Club must be administered by a homeowners association (the "Association") pursuant to the provisions of a set of recorded set of covenants, conditions, and restrictions or a recorded master deed, as applicable. Only the individual owner who is in residence at a dwelling and has been designated as the user of the golf member privileges for such period of time and such owner's immediate family members will have the status of golf member and the corresponding membership use privileges with all other persons in the same residential dwelling having access to the golf facilities at the Club only as guests pursuant to payment of applicable guest fees. If an entity is a tenant in common co-owner of a dwelling in a Non-entity Residence Club or an owner of a fractional interest/interval of a fractionalized condominium dwelling in a Non-entity Residence Club, one individual who is an owner/co-owner of the entity must be designated as the member for such entity and must sign and submit to the Club a completed prevailing Application for Golf Membership Privileges and such designation once made for such entity is irrevocable and may not be changed.

A residence club is a project offering the benefits of shared second home/vacation home ownership with various associated services and amenities. For purposes of the Covenants, the Membership Agreement, and all other membership documents, an Entity Residence Club and an Association representing a dwelling in a Non-entity Residence Club are each referred to as a "Residence Club".

Each co-owner of an Entity Residence Club, each tenant in common co-owner of a dwelling in a Non-entity Residence Club, and each owner/co-owner of a fractional interest/interval of a condominium dwelling in a Non-entity Residence Club are each sometimes referred to in these Covenants and the Membership Agreement as an "owner".

3. Article V, Section 5.08 (b), Annual Golf Budget; Golf Member Assessment; Golf Specific Assessments; Golf Special Assessments is hereby amended as follows:

Subject to the rights of the Declarant as provided in these Covenants, the Club through the Golf Board is authorized to levy Golf Member Assessments against all full dues paying Golf Members on an equal basis; provided, however, a Residence Club that owns a non-property owner Golf Membership (either an Entity Residence Club or an Association for a dwelling in a Non-entity Residence Club as applicable) shall pay double the amount of the annual Golf Member Assessment each year and such double amount shall constitute the annual "Golf Member Assessment" of a Residence Club.

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

(g) For each non-property owner Golf Membership owned by a Residence Club, all Golf Member Assessments, Golf Special Assessments, the Access Fee, and other charges including service charges imposed by the Club shall be paid for each applicable dwelling as a whole at one time by the Entity Residence Club or the Association for a dwelling in the Non-entity Residence Club as applicable as owner of the non-property owner Golf Membership regardless of whether or not any co-owner of an Entity Residence Club or any tenant in common co-owner of a dwelling in a

Non-entity Residence Club or any owner of a fractional interest/interval of a condominium dwelling in a Non-entity Residence Club as applicable fails to pay his/ her/its applicable share to the Residence Club. Failure of the Residence Club to pay in full such Golf Member Assessments, Golf Special Assessments, Access Fee, and/or other charges imposed by the Club when due for a dwelling as a whole shall be (i) a default by both the Residence Club (either the Entity Residence Club or the Association for the dwelling in the Non-entity Residence Club as applicable) as owner of the non-property owner Golf Membership for the applicable dwelling and (ii) a default as applicable by all co-owners of the applicable dwelling of an Entity Residence Club or by all tenant in common co-owners of the applicable dwelling in a Non-entity Residence Club or by all owners of a fractional interest/interval of the applicable condominium dwelling in a Non-entity Residence Club. Such default shall entitle the Club to take available actions and/or to avail itself of available remedies against the Entity Residence Club or the Association as applicable and against as applicable all co-owners of the Entity Residence Club or all tenant in common co-owners of the applicable dwelling in a Non-entity Residence Club or all owners of a fractional interest/interval of a condominium dwelling in a Non-entity Residence Club as applicable.

Golf Member Specific Assessments to cover all charges for food, beverages, merchandise, and/or all charges for other services and/or goods offered by the Club incurred and/or made by a co-owner of an Entity Residence Club and/or his or her family and guests/invitees or by a tenant in common co-owner of a dwelling in a Non-entity Residence Club and/or his or her family and guests/invitees or by an owner of a fractional interest/interval of a condominium dwelling in a Non-entity Residence Club and/or his or her family and guests/invitees, as applicable, during the period that such owner is the designated user of the golf member privileges shall be an obligation of such owner/co-owner and the Club shall have all available remedies against such defaulting owner/co-owner. The failure of an owner/co-owner to pay such charges shall be a default by the applicable Golf Membership as a whole and shall entitle the Club to exercise all remedies against the applicable Golf Membership available under this Declaration, the Membership Plan, the Bylaws, and/or Club rules and regulations, including but not limited to suspending the membership privileges of all owners/co-owners having use privileges of the applicable Golf Membership until such amounts are paid. By accepting a Golf Membership, each Entity Residence Club or the Association for a dwelling in the Non-entity Residence Club, as applicable, as the owner of the non-property owner Golf Membership guarantees payment of such Specific Assessments to the Club and agrees to pay such Specific Assessments to the Club if the owner/co-owner who incurred the charges fails to pay such Specific Assessments.

5. All terms not specifically defined in this Eleventh 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 Eleventh Amendment.

6. 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 Eleventh Amendment, the provisions of this Eleventh Amendment shall control.

IN WITNESS WHEREOF, the Declarant has caused this Eleventh Amendment to Declaration to be duly executed and sealed this 4th day of February, 2010.

WITNESSES:

Maury Powell  
Michelle D. Schuch

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

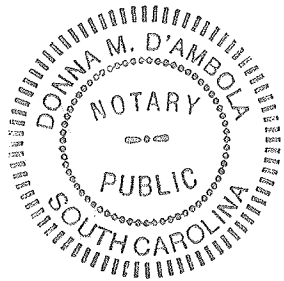
By: Christopher G. Gaffney  
Christopher G. Gaffney  
Its Group President

STATE OF South Carolina )  
COUNTY OF Beaufort )

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that Christopher G. Gaffney, the Group 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 4th day of February, 2010.



Donna M. D'Ambola  
Notary Public of South Carolina  
My Commission Expires: My Commission Expires  
**November 23, 2015**

WITNESSES:

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

C. B. Bark

By: John P. Reed  
John P. Reed, Its President

Gail Gault

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT         )

**ACKNOWLEDGMENT**

I, the undersigned notary, do hereby certify that John P. Reed, the 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 13<sup>th</sup> day of February, 2010.

Parola K. Pivonich  
Notary Public for South Carolina  
My Commission Expires: 8/11/2015





WITNESSES:

C. B. Bah

Gerrit Albert

Gerrit Albert, Director

Gail Dambert

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

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

Witness my hand and official seal this 1<sup>st</sup> day of February, 2010.

Pamela K. F. Fowles

Notary Public for South Carolina

My Commission Expires: 8/11/2015

WITNESSES:

Gayle Daniels  
Michelle S. Schel

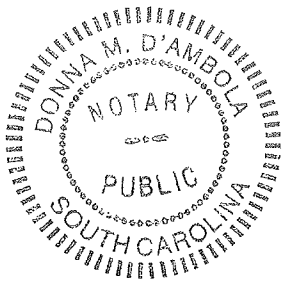
Walter Schwartz  
Walter Schwartz, Director

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT        )

ACKNOWLEDGMENT

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

Witness my hand and official seal this 4<sup>th</sup> day of February, 2010.



Donna M. D'Ambola  
Notary Public for South Carolina  
My Commission Expires **November 23, 2015**