



**NOW, THEREFORE**, the Declarant together with the other owners of portions of the Property who join in this Supplemental Declaration hereby declare that the Property described in Exhibit "A" attached hereto and by this reference incorporated herein shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to this Supplemental Declaration. This Supplemental Declaration, the benefits of this Supplemental Declaration, and the affirmative and negative burdens of this Supplemental Declaration, whether pertaining to things, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and burden, and run with the Property as described in Exhibit "A" attached hereto and these covenants are intended to be running with title to the Property and burdening and benefiting the parties to these covenants, their successors, heirs, and assigns and all persons now or hereafter deriving any interest in the Property. All rights and easements reserved to Declarant and/or the Hampton Hall Club, Inc. (the "Club") shall also be reserved to the assigns and the successors in interest of Declarant and/or the Club.

## ARTICLE I ADDITIONAL LAND USE RESTRICTIONS

Section 1.1 Landscaping. In addition to all rights available to Declarant or its delegate under Part Two, Article III of the General Covenants, all lots forming a part of the Property must have landscaping as approved by Declarant or its delegate as being necessary and/or appropriate for a "Cottage" at Hampton Hall for all portions of each lot outside of the footprint of the dwelling, which dwelling footprint shall include all screened or otherwise enclosed patio and/or porch areas. Such landscaping requirements may be different from and may be more extensive than the landscaping required in other parts of Hampton Hall. In addition to all requirements of Part Two, Article III of the General Covenants, all landscaping plans submitted to Declarant or its delegate in connection with a "Cottage" on a lot forming a part of the Property must include such quantity and quality of plant materials, type of sod, type of mulch material, flowers, trees, type of irrigation, lighting, and details as may be required by Declarant or its delegate for "Cottages". All yards must be irrigated and the irrigation control box must be located in a service yard accessible by the Club and its agents. Declarant in its sole discretion may publish landscaping guidelines applicable to a "Cottage" for each lot forming a part of the Property.

Section 1.2 Covenant for Additional Assessments and Creation of Lien and Personal Obligations. Each owner of a lot forming a portion of the Property, for such owner and the owner's heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a lot forming a part of the Property, whether or not such lot is improved and whether or not the covenants contained herein shall be expressed in any such deed, acknowledges and agrees to the authority of the Club to levy all assessments provided for in this Supplemental Declaration and agrees to pay the Property Landscape Maintenance Assessment (as hereinafter defined) and all Special Landscape Assessments (as hereinafter defined).

Section 1.3 Property Landscape Maintenance Assessment. An assessment (the "Property Landscape Maintenance Assessment") shall be levied by the Club against each Improved Lot (as hereinafter defined) forming a part of the Property for the purpose of providing for the common maintenance of the trees, plants, sod, irrigation, and other landscaping features

installed for each such Improved Lot forming a part of the Property. An "Improved Lot" shall mean a lot for which a "Cottage" has been constructed and for which the landscaping plan approved by Declarant or its delegate has been installed. This assessment will include the costs of labor, equipment (including maintenance and repair thereof), materials, parts, supplies, insurance, management, administration, and supervision. The Club may use its own employees to perform such maintenance or may engage an independent contractor to perform such services. The Club shall establish the maintenance policy for the Improved Lots that it determines in its discretion to be necessary or desirable, including but not limited to the frequency of maintenance, irrigation cycles, types of equipment to be used, and frequency and types of fertilizers and herbicides. The Declarant shall fix the amount of the Property Landscape Maintenance Assessment for the first year, which assessment shall be charged uniformly to each Improved Lot and will not exceed One Hundred Ninety Dollars and No/100 (\$190.00) per month. Thereafter, the Club shall fix the monthly Property Landscape Maintenance Assessment but the Property Landscape Maintenance Assessment fixed by the Club for any year shall not exceed the monthly Property Landscape Maintenance Assessment for the previous year by more than fifteen (15%) percent unless approved by a vote of two-thirds (2/3) of the members of the Board of Directors of the Club and by a vote of two-thirds (2/3) of the owners of the Improved Lots forming a portion of the Property.

Each owner of a lot forming a portion of the Property by accepting a deed to his/her lot acknowledges and agrees that it is in the best interest of the Property that all Improved Lots be maintained as provided hereunder and that the Club not be burdened with undue administrative hardship in performing the maintenance function. Accordingly, each owner of a lot forming a portion of the Property by accepting a deed to his/her lot acknowledges and agrees that each Improved Lot will be charged an uniform amount and that all Improved Lots will be maintained by the Club from the Property Landscape Maintenance Assessment without regard to the actual cost of maintenance of each Improved Lot.

The Club may elect in its discretion to bill such Property Landscape Maintenance Assessment on a monthly, quarterly, or such other basis as determined by the Club. All Property Landscape Maintenance Assessments shall be due and payable within twenty (20) days of the bill date. The Property Landscape Maintenance Assessment shall begin for each lot forming a part of the Property on the first day of the first month following the date of issuance of a certificate of occupancy for the home on the lot and completion of the installation of the approved landscaping plan for the applicable lot.

**Notwithstanding any other provision of this Declaration, the Club shall only be required to provide services provided for herein for the Improved Lots to the extent covered by the Property Landscape Maintenance Assessments actually collected by the Club. Neither the Declarant nor the Club shall be responsible for any deficiencies in Property Landscape Maintenance Assessments, whether due to failure of owners to pay or otherwise.**

Section 1.4 Special Landscape Assessment. An assessment (the "Special Landscape Assessment") may be levied by the Club in its discretion against a particular Improved Lot forming a part of the Property for the costs, including labor, materials, parts, supplies, and management, of replacing any dead or damaged portion of the landscaping on an Improved Lot, including repairing

and/or replacing the irrigation system. The Club shall notify in writing the owner of an Improved Lot if the Club or its agents determines that any landscaping has been damaged or has died and/or that major repairs and/or replacement are needed to the irrigation system. The owner shall have (i) twenty one (21) days from receipt of such notice to commence replacement and/or repair of the items set forth in the notice; provided, however, replacement and/or major repairs of the irrigation system must be commenced within seven (7) days of receipt of such notice if such notice is received in the months of April to October, and (ii) thirty (30) days to complete such replacement and/or repairs from commencement of action; provided, however, replacement and/or major repairs of the irrigation system must be finished within twenty one (21) days of receipt of such notice if such notice is received in the months of April to October. If the owner of the applicable Improved Homesite fails to act within the aforementioned times, the Club in its discretion may have the noted items replaced and/or repaired for such owner and the costs thereof will be a Special Landscape Assessment payable by the owner of the applicable Improved Lot. Such Special Landscape Assessment shall include an interest charge not to exceed 18% per annum from the date funds are expended by the Club to the date of payment and an administration charge not to exceed fifteen (15%) percent of the total costs involved. The Club may elect in its discretion to bill such Special Landscape Assessments on a monthly or such other basis as determined by the Club. All Special Landscape Assessments shall be due and payable within twenty (20) days of the bill date.

Section 1.5 Payment of Assessments. If any Property Landscape Maintenance Assessment and/or Special Landscape Assessment is not paid within twenty (20) days of the date of the bill, the Board of Directors of the Club in its sole discretion may impose a late or delinquency charge in the amount of the greater of Twenty Five Dollars (\$25.00) or five percent (5%) of the amount of each assessment not paid when due. Any Property Landscape Maintenance Assessment and/or Special Landscape Assessment which is not paid within thirty (30) days after the due date of the assessment shall bear interest from the due date of such assessment at the rate of eighteen percent (18%) per annum or at such other rate as the Board of Directors of the Club in its sole discretion, may from time to time establish; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of South Carolina. The Board of Directors in its discretion may elect to waive any such interest charges.

Section 1.6 Each owner of a lot forming a portion of the Property agrees that (i) that there is hereby created a continuing charge and lien upon all lots forming a portion of the Property to secure payment of all Property Landscape Maintenance Assessments and all Special Landscape Assessments, including any late charges and interest thereon and costs of collection, including reasonable attorneys fees, and (ii) that such continuing charge and lien on each such lot forming a portion of the Property binds such lot in the hands of the then owner and the owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (a) such liens for taxes or other public charges as are by applicable law made superior, and (b) the lien or charge of all first and second mortgages of record (meaning any recorded mortgages with first or second priority over other mortgages) held by institutional mortgagees in the regular course of business which were made in good faith and for value. Each owner also agrees that all Property Landscape Maintenance Assessments and all Special Landscape Assessments are also the personal obligations of each owner of a lot forming a portion of the Property.

ARTICLE II  
MISCELLANEOUS

Section 2.1 Easements. The Declarant hereby reserves for the Club and its employees, contractors, and agents and each owner of a lot forming a portion of the Property by accepting a deed to said lot grants the Club and its employees, contractors, and agents a continuous license and easement to enter in, on, over, and upon the lots, including the service yards, forming the Property as may be reasonably necessary to perform the maintenance and other services as set forth under Article I above. Such services as provided for in Article I above will be provided Monday through Saturday at reasonable times, such times to not be earlier than 7:00 a.m. in the morning nor later than 6:00 p.m. at night.

Section 2.2 Rights And Remedies Of Club. The Club shall have all rights and remedies in collecting Property Landscape Maintenance Assessments and Special Landscape Assessments as are available to the Declarant and/or the Club under the General Covenants in collecting any and all assessments provided for under the General Covenants and all such rights and remedies of the Declarant and/or the Club under the General Covenants are incorporated herein by reference.

Section 2.3 Duration of Covenants. All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of Declarant for a period of forty (40) years from the execution of this Supplemental Declaration, subject to the right reserved unto Declarant, its successors and assigns to add additional restrictive covenants in respect to the Property subject to this Supplemental Declaration and the further right to limit or amend the application of the covenants herein contained. After the initial forty (40) year period of duration, this Supplemental Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then owners of the lots forming the Property has been recorded, agreeing to change this Supplemental Declaration in whole or in part.

Section 2.4 Amendment. This Supplemental Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision of this Supplemental Declaration into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Property subject to this Supplemental Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on all or any part of the Property subject to this Supplemental Declaration, (iv) if such amendment is necessary to correct a scrivener's error in the drafting of this Supplemental Declaration or is necessary to clarify any provision of this Supplemental Declaration, or (v) if such amendment does not materially adversely affect any existing owner's rights under this Supplemental Declaration and/or adversely affect the title to any existing owner's lot. This Supplemental Declaration may also be amended at any time from time to time by the affirmative vote of the owners of at least seventy five (75%) percent of the lots forming the Property; provided, however, such amendment shall not be

effective unless also signed by the Declarant as long as the Declarant owns at least one (1) lot being a portion of the Property. Further, no amendment affecting the Declarant's right to add Additional Property (as defined below) to this Supplemental Declaration shall be effective unless also signed by Declarant.

Section 2.5 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor or the now living descendants of the now living descendants of Elizabeth II, Queen of England.

Section 2.6 Submission of Additional Property. Declarant shall have the option and right from time to time, without the necessity of consent by the Club, the Board of Directors of the Club, or the owners of the lots forming the Property, to submit all or portions of other lots located in Hampton Hall, whether such lots are now a part of Hampton Hall or whether such lots become a part of Hampton Hall after the date of this Supplemental Declaration (such lots being referred to as the "Additional Property") to this Supplemental Declaration and thereby to cause the Additional Property, or such portions thereof as may be submitted, to become part of the Property. The option to submit portions of Additional Property may be exercised by Declarant at any time and from time to time until twenty (20) years from the date of this Supplemental. Portions of Additional Property may be added at different times, and there are no limitations fixing the boundaries of those portions or regulating the order in which any such portions may become part of the Property. The exercise of the option to submit a portion of Additional Property to this Supplemental Declaration shall not bar further exercise of this option as to other portions or the balance of Additional Property. The option reserved hereby may be exercised by the Declarant alone (without the consent of the Club, the Board of the Directors of the Club, or any owner of a lot forming a part of the Property) by the execution by the Declarant of an amendment to this Supplemental Declaration which shall be filed for record in the Beaufort County Register of Deeds Office. Any such amendment shall expressly submit that portion of Additional Property which is to become part of the Property, and upon the exercise, if any, of such option, the provisions of this Supplemental Declaration shall be understood and construed as embracing all of the Property, including the initial submissions and such portions of Additional Property as have later been subjected to this Supplemental Declaration. In addition, this option may be exercised with respect to any portions of Additional Property notwithstanding that such Additional Property may be owned by persons other than Declarant. Declarant shall exercise this option by an amendment expressly submitting such property to this Supplemental Declaration, which amendment shall be filed for record in the Beaufort County Register of Deeds Office. Any such amendment shall contain a statement consenting to the submission of any such Additional Property, together with a reference to this Supplemental Declaration (citing the specific Book and Page in which this Supplemental Declaration is recorded), executed by the owner or owners thereof submitting such Additional Property to this Supplemental Declaration.



## Exhibit "A"

All those certain pieces, parcels or lots of land lying and being in Hampton Hall, Beaufort County, South Carolina, being shown and described as Lots C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-19, C-20, C-21, C-22, C-23, C-24, C-25, C-26, C-27; said property having dimensions, metes and bounds as shown on the Plat entitled "A Plat of Hampton Hall Phase I-C Lots, Hampton Hall, Beaufort County, South Carolina", said plat being dated July 28, 2003, said plat prepared by Thomas & Hutton Engineering Co., Savannah, Georgia, Boyce L. Young, S.C.R.L.S. No. 11079, and recorded in the Beaufort County Records in Plat Book 94 at Page 109. For a more detailed description as to the courses, metes and bounds of the above mentioned lot, reference is had to said plat of record.