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STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
CARRIAGE HOMES AT HAMPTON HALL

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR CARRIAGE HOMES AT HAMPTON HALL (the "Supplemental Declaration") made this 29th day of April, 2004 by TOLL SC II, L.P., a South Carolina limited partnership (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, Hampton Hall ("Hampton Hall") is a planned unit development located in Beaufort County, South Carolina; and

WHEREAS, certain lots at Hampton Hall, together with all existing improvements and all future improvements, have been designated for the building of what is known as a "Carriage Home", such lots being described on Exhibit "A" attached to this Supplemental Declaration (hereinafter such lots together with all existing and future improvements referred to as the "Property", which term shall also include any Additional Property (as defined below) submitted to this Supplemental Declaration by Declarant); and

WHEREAS, the Property, by virtue of a Second Amendment to Declaration filed by Hampton Hall, LLC and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1922 at Page 1377, is subject to the Declaration Of Covenants, Conditions And Restrictions For Hampton Hall Club which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1729 at Page 1965 (the "General Covenants"); and

WHEREAS, due to the characteristics of a "Carriage Home" and the desire for an integrated, uniform, and harmonious common plan of development, the Declarant finds that private controls over the use of land, including the use of covenants, restrictions, easements, conditions, and equitable servitudes, are the most effective means of preserving and enhancing the economic and other values pertaining to the Property; and

WHEREAS, the Property will be developed as attached carriage homes with either three unit or four units to a buildings, which carriage homes are intended to be conveyed to separate owners but which have not been declared into a condominium form of ownership. Each building

original

of either three or four attached carriage homes will generally have shared roof structures that need to be maintained in common. The exteriors of all buildings and certain landscaping (limited as hereinafter set forth) will also be maintained in common; and reserves will be established for replacement of the roof of each building and for other major expenses such as replacement of landscaping and painting. Further, the common maintenance will be performed by the Association (as hereinafter defined) or a professional manager engaged by the Association rather than by each homeowner to remove the burden from the homeowners of maintaining the Property and to further promote enjoyment of the carriage homes; and

WHEREAS, Declarant desires to subject the Property to additional covenants, conditions, restrictions, easements, and servitudes in addition to those imposed by the General Covenants;

NOW, THEREFORE, the Declarant hereby declares that the Property together with other improvements thereon, whether now existing or made in the future, 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 Association (as hereinafter defined) shall also be reserved to the assigns and the successors in interest of Declarant and/or the Association.

ARTICLE 1 DEFINITIONS

- 1.1 Association. The "Association" shall mean the Hampton Hall Carriage Home Owners Association, Inc., a South Carolina non-stock, nonprofit mutual benefit corporation and its successors and assigns.
- 1.2 Board of Directors or Board. "Board of Directors" or "Board" shall mean the body responsible for administration of the Association selected as provided in the By-Laws and generally serving the same role as the Board of Directors under the State of South Carolina corporate law.
- 1.3 By-Laws. "By-Laws" means the By-Laws of the Hampton Hall Carriage Home Owners Association, Inc.
- 1.4 Carriage Home. "Carriage Home" shall refer to each individual residential home constructed on each lot forming a part of the Property.
- 1.5 Carriage Home Building. A "Carriage Home Building" is a building containing either three or four attached Carriage Homes that share a common roof structure.

- 1.5 Individual Carriage Home Assessment. An "Individual Carriage Home Assessment" is an assessment levied against a Carriage Home for purposes of allocating its share of assessments provided for under this Supplemental Declaration or for allocating assessments applicable only to a certain Carriage Homes as provided for in this Supplemental Declaration or for assessments defraying the cost of any special services to that Carriage Home. The assessments established by this Supplemental Declaration shall constitute an Individual Carriage Home Assessment against each of the lots forming the Property and the Carriage Home constructed on each lot.
- 1.6 Owner. "Owner" or "owner" shall mean the owner of each Carriage Home.
- 1.7 Additional Definitions. Additional terms defined in the General Covenants are hereby incorporated by reference for all purposes.

ARTICLE II SERVICES, COSTS, AND RESERVES

2.1 Services.

(a) Landscape Maintenance. Because each Carriage Home needs to provide a uniform streetscape, a landscape plan, which will include irrigation and hardscape such as driveways, walkways, privacy walls and/or fences, has been or will be developed by the Declarant and has or will be approved by the architectural review board ("ARB") of the Hampton Hall Club, Inc. (the "Club") for the front, rear, and side yards of each of the Carriage Homes. This landscape plan, including hardscape such as driveways, walkways, privacy walls and/or fences, may not be altered or changed by any owner of a Carriage Home without the written consent of the ARB of the Club and, as long as Declarant owns any of the Property and/or the Additional Property, the written consent of Declarant. The Association shall maintain the trees, shrubs, grass, walks, and other landscaping features including irrigation as installed by Declarant in the front, rear, and side yards of each Carriage Home. The Association may install a master irrigation water meter in its name for all irrigation and such water expenses shall be general expenses of the Association to be assessed as set forth in Section 2.2 below. Notwithstanding the foregoing, the owners of each Carriage Home are solely responsible at his/her/its expense for the maintenance of any hot tub installed by such owner on a lot; provided, however, no hot tub may be installed unless first approved in writing by the ARB of the Club and, as long as Declarant owns any of the Property and/or the Additional Property, approved in writing by Declarant. Unless originally installed by Declarant, no fencing and/or walls of any type will be allowed for the Carriage Homes without the prior written consent the ARB of the Club and, as long as Declarant owns any of the Property and/or the Additional Property, the prior written consent of Declarant. Notwithstanding any other provision of this Supplemental Declaration, no swimming pools are allowed for any Carriage Home.

(b) Building And Roof. The Association shall maintain the roof of each Carriage Home Building and the exterior of each Carriage Home, to the extent and as provided in Article III and Article IV hereinafter. Each owner of a Carriage Home shall be responsible for (i) repairing

any damage to a Carriage Home caused by casualty, (ii) maintaining portions of the Carriage Home as provided in Articles III and IV hereinafter, and (iii) maintaining and repairing the interior of the Carriage Home and any screen enclosure, if any, including screening (however, a screen enclosure may not be installed unless first approved in writing by the ARB of the Club and, as long as Declarant owns any of the Property and/or the Additional Property, approved in writing by Declarant), any improvements within a screen enclosure, if any (with the exception of the exterior portion of a Carriage Home within a screen enclosure), and any hot tub, if any (all hot tubs require prior written approval as set forth in this Supplemental Declaration). Notwithstanding any other provision of this Supplemental Declaration, no changes made be made to the exterior of a Carriage Home as constructed by Declarant without the prior written consent of the ARB of the Club and, as long as Declarant owns any of the Property and/or the Additional Property, the prior written consent of Declarant.

(c) Reserves. The Association shall establish and maintain (i) a roof reserve to be used for the repair and/or replacement of the shared roof of each Carriage Home Building, and (ii) reserves for other major building expenses such as painting, and (iii) reserves for the repair and/or replacement of landscaping, including irrigation and landscaping hardscape such as driveways, walkways, fences and privacy walls. Each owner of a Carriage Home shall be solely responsible for maintaining, repairing, and replacing any screen enclosures (if any are allowed as set forth in this Supplemental Declaration), any improvements within a screen enclosure (if any are allowed as set forth in this Supplemental Declaration) with the exception of the exterior portion of the Carriage Home that is within any allowed screen enclosure, and any hot tubs, if any (all hot tubs require prior written approval as set forth in this Supplemental Declaration).

(d) Insurance. Each Owner will be required to obtain casualty insurance and liability insurance for such owner's Carriage Home as discussed in Article V below. The Association will obtain liability insurance, including directors' liability protection, to protect the Association in performing its obligations hereunder and to protect the directors of the Association in performing their duties.

(e) Professional Management. The Association may engage professional management, including the Club, to perform the services provided for in this Supplemental Declaration.

(f) Additional Services. The Association may provide additional services as approved by the Board of Directors and any such additional services shall be charged as an Individual Carriage Home Assessment against the Carriage Home or Carriage Homes for which such additional services are performed.

2.2 Maintenance And Other Costs and Assessments for Maintenance And Other Costs. Except as specifically otherwise provided in this Supplemental Declaration, the cost of services and maintenance provided for in this Supplemental Declaration and the costs of liability insurance for the Association shall be shared equally among all the Carriage Homes. All such costs shall be assessed to each of the Carriage Homes as an Individual Carriage Home Assessment. Each owner of a Carriage Home by accepting a deed to his/her/its Carriage Home acknowledges that (i) due to different amounts of exposures to the elements and various other factors, one or more of the Carriage Homes and/or Carriage Home Buildings, whether a three unit building or a four unit

building, may require more maintenance than the other Carriage Homes or other Carriage Home Buildings and (ii) the costs of maintaining landscaping for larger lots is greater than that for smaller lots, (iii) notwithstanding the foregoing, it is in the best interest of the entire Association that all costs of services and maintenance be equally assessed against each Carriage Home so that the Association will not be burdened with undue administrative hardship in performing the services and maintenance function. Accordingly, each owner of a Carriage Home forming a part of the Property by accepting a deed to his/her/its Carriage Home agrees that all Carriage Homes will be equally assessed by the Association for services and maintenance without regard to the actual costs of services and maintenance for each Carriage Home or each Carriage Home Building.

2.3 Reserve Funds.

(a) Carriage Home Building Roof. The Association shall establish and maintain a reserve account as it deems reasonable and necessary for repair and replacement of the roof of each Carriage Home Building based on the expected life and replacement cost but excluding repair or replacement as a result of casualty except as otherwise provided in this Supplemental Declaration.

(b) Other Reserves. The Association may also establish reserves as it deems reasonable and necessary for (i) repair and replacement of landscaping, including irrigation and landscaping hardscape such as driveways, walkways, fences and privacy walls, and (ii) repainting and other maintenance expenses for the exteriors of each Carriage Home, including the exteriors of a Carriage Home within a screen enclosure, if any, but excluding screen enclosures and improvements within a screen enclosure, if any. An Owner of a Carriage Home with a screen enclosure (if allowed as set forth in this Supplemental Declaration) shall be solely responsible for funds necessary for the repair and/or replace of a screen enclosure and/or improvements within a screen enclosure and/or any hot tubs, if any (all hot tubs require prior written approval as set forth in this Supplemental Declaration). In addition, except as otherwise provided in this Supplemental Declaration, each Owner shall be solely responsible for repairing any damage to such Owner's Carriage Home caused by casualty.

(c) Assessment for Reserves. Reserve contributions shall be assessed and collected on a yearly basis as an Individual Carriage Home Assessment and prorated equally among each Carriage Home. To the extent there are insufficient funds for needed repairs to or replacement of the roof, for other maintenance expenses of the exteriors of the Carriage Homes, or for the repair and/or replacement of landscaping including irrigation and hardscape such as driveways, walkways, fences and privacy walls, the Board is authorized to make a special assessment against all Carriage Homes from time-to-time, in an amount as may be necessary and appropriate to provide the funds for such repair and/or replacement. Except as otherwise specifically provided in this Supplemental Declaration, any such special assessment shall be assessed equally among each Carriage Home.

(d) Accounts. Reserve funds may be commingled with other assessment funds in a single account for the Property. Reserves may be used by the Association for any Carriage Home Building to make roof repairs as needed, to make other repairs to exteriors of Carriage Homes as needed, such as painting, and to make repairs and/or replacement of landscaping including irrigation and hardscape such as driveways, walkways, fences and privacy walls, without regard to

the actual amount of reserves collected for each category of reserves and without regard to the actual amount of reserves applied to each Carriage Home or each Carriage Home Building or the actual cost of repairs to each Carriage Home or each Carriage Home Building.

2.4 Assessment Billing; Remedies; Lien Rights.

The Board may bill the annual assessments provided under this Supplemental Declaration in any manner as determined by the Board, including monthly, annual, or semi-annual billings. The Board may bill any special assessments provided for under this Supplemental Declaration in any manner as established by the Board. Assessments under this Supplemental Declaration, including any special assessments, shall be due and payable at such time as determined by the Board but in any event shall be paid within twenty one (21) days of the date of the assessment invoice. The Board may assess late charges and penalties to the same extent as are allowed in connection with assessments of the Club under the General Covenants, the applicable provisions of the General Covenants being incorporated herein by reference and forming a part hereof. The Board and the Association shall have all rights and remedies to enforce the provisions of this Supplemental Declaration and to collect assessments hereunder, including special assessments, as is available to the Club under the General Covenants with respect to enforcing the General Covenants and assessments required thereunder, including but not limited to lien rights against each Carriage Home forming a part of the Property. In addition, all Owners by accepting a deed to a Carriage Home agree that the Board with respect to any Owner who is delinquent on paying assessments due under this Supplemental Declaration shall be entitled to petition the Club and the Club may suspend such delinquent Owner's membership privileges in the Club until such delinquencies are cured by such Owner. All provisions of the General Covenants relating to rights and remedies of the Club are hereby incorporated by reference and shall form a part hereof. The assessments due under this Supplemental Declaration for maintenance, reserves, and Association liability insurance shall be set by the Declarant for calendar years 2004 and 2005. Thereafter, the Board shall prepare a budget each year for the Property, including the cost of the Association liability insurance and reserves provided for herein. Beginning in calendar year 2006, the total annual assessment, excluding the portion of the annual assessment representing the costs of Association liability insurance, may not be increased by more than ten (10%) percent above the previous years' annual assessments calculated on a cumulative yearly basis unless such increase shall be approved by a two-thirds (2/3) vote of the owners of the Carriage Homes at a meeting with a duly constituted quorum. Notwithstanding the foregoing, the portion of the assessment relating to the costs of Association liability insurance shall increase or decrease each year in the amount of the actual cost of the liability insurance for each year. Amounts collected by the Association each year do not have to be spent and to the extent there are funds remaining at the end of each calendar year, such funds shall continue to be held by the Association for the benefit of the Carriage Homes, to either be applied to yearly expenses of the Carriage Homes in subsequent years or added to reserves as determined by the Board in its sole discretion.

2.5 Start of Assessments, Start of Services. Assessments under this Supplemental Declaration with respect to a Carriage Home will not begin until the date that the owner closes the purchase of such Carriage Home. Each Owner agrees to pay to the Association the prevailing annual assessment (prorated to the end of the calendar year from the date of the owner's closing) at the Owner's closing of the purchase of the Carriage Home. In addition, each Owner by accepting title

to a Carriage Home agrees to provide the Association at the closing of the purchase of the Owner's Carriage Home with evidence that such Owner has casualty insurance and liability insurance on the Owner's Carriage Home as required by this Supplemental Declaration.

ARTICLE III BUILDING ROOF

3.1 Application. This Article shall apply to each Carriage Home Building.

3.2 Replacement. The entire roof of a Carriage Home Building shall be replaced when any of the following shall occur:

(a) A roof which is approaching its normal life expectancy (or which the Association deems to be defective) requires repair and the Association determines that it would be more efficient to replace the roof, or

(b) A portion of the roof has been damaged by casualty, and the Association chooses to replace the roof as further discussed under section 3.5

3.3 Repair. For each Carriage Home Building, if the roof does not need to be replaced but is allowing water leakage or the Association otherwise determines that a roof requires repair (excluding repair necessary as the result of a casualty except as otherwise provided in Section 3.5 below), the Association shall make all necessary repairs. If the Association after reasonable investigation determines that any portion of the roof does not need to be repaired, any Owner of a Carriage Home that is directly underneath the portion in question, as applicable, shall still have the right to make such repairs to the roof that such Owner's licensed builder deems reasonably necessary but such repairs shall be subject to architectural control under Section 3.6 below and (i) shall in no way adversely affect the structural integrity of the roof, and (ii) shall be at such Owner's sole expense and such Owner shall be solely responsible for any damage or problems created by such repairs.

3.4 Payment of Repairs or Replacement. For each Carriage Home Building, except as otherwise provided under Section 3.5 below, the cost of roof replacement under 3.2 or repair under Section 3.3 shall be paid first from the reserve funds of the Association. If the reserve fund is not sufficient to pay for the repair or replacement of the roof for a Carriage Home Building, then the Association shall levy a special Individual Carriage Home Assessment on each Carriage Home of the Property to cover the cost, which special assessment shall be assessed in equal amounts among each Carriage Home.

3.5 Casualty. Each Owner of a Carriage Home that is damaged by casualty is responsible for repairing the damage to such Owner's Carriage Home in a prompt and workmanlike manner and in accordance with the requirements to the General Covenants. For each Carriage Home Building, if the roof is damaged as a result of casualty, any Owner with knowledge thereof shall promptly notify the Association. The Owners of the Carriage Home or Carriage Homes sustaining damage shall take reasonable steps to obtain emergency bracing to preserve the structural integrity of the Carriage Home and, if applicable, other Carriage Homes and temporary covering for the roof as

necessary to protect the Owner's Carriage Home and, if applicable, other Carriage Homes in the Carriage Home Building from water intrusion. The Association in its sole discretion may elect to take such emergency actions on behalf of the affected owners if such owners fail or otherwise are unable to timely take emergency action. In such event, the Association may seek reimbursement from the affected owners of such costs incurred by the Association for such emergency actions or, in its sole discretion, the Association may elect to pay for such emergency costs out of reserves of the Association and to not seek reimbursement from the affected owners. In addition, for any owner or owners taking such emergency actions, the Association in its sole discretion may elect to reimburse such owners for their reasonable costs for such emergency actions from reserves of the Association to the extent such owners are not reimbursed for such costs from insurance proceeds, if any. When the roof to any Carriage Home Building is damaged by casualty which affects two or more Carriage Homes, the Association in its sole discretion may elect to have such portion of the insurance proceeds applicable to the roof damage (without reduction by any deductible) paid over to the Association by the affected owners. In such event, the Association will have the damage to the roof of the Carriage Home Building repaired within a reasonable amount of time. Notwithstanding the foregoing, the Association shall not have any obligation to repair any such roof damage caused by casualty unless the Association has expressly agreed to do so in writing in its sole discretion and unless all insurance proceeds applicable to the roof damage (without reduction by any deductible) have been collected by the affected owners and paid over to the Association. As provided in Section 3.2(b), the Association in its sole discretion may elect to replace the entire roof of a Carriage Home Building that has been damaged by casualty. If the Association has elected to be responsible for repairing such roof damage, the costs of such repair shall be paid first from insurance proceeds that have been paid over to the Association by the affected owners. To the extent such insurance proceeds are not sufficient to repair the damage, then the balance of the repairs shall be made from reserves of the Association. If the reserves are not sufficient to pay the costs of such roof repairs, then all Owners of Carriage Homes of the Property shall be subject to Individual Carriage Home Assessments for the deficit.

If any Owner of a Carriage Home with a roof damaged by casualty defaults in such Owner's responsibility to promptly repair such damage and fails to correct such default within fourteen (14) days of receipt of written notice of default from the Association (the "Defaulting Owner"), the Association, in addition to any other options available to it, may elect in its sole discretion to make the roof repairs for such Defaulting Owner and to charge such Defaulting Owner for such repairs. In such event, all costs incurred by the Association, together with interest as determined by the Board which may be up to eighteen (18%) per annum (but in no event shall such rate exceed the maximum rate allowed by law) shall be assessed by the Association as an Individual Carriage Home Assessment against the Defaulting Owner.

Notwithstanding any other provision in this Supplemental Declaration, the Association shall have no obligation in connection with any roof repairs to repair any interior portion of a Carriage Home and all such repairs of the interior portion of a Carriage Home shall be the sole responsibility and expense of the owner of any affected Carriage Home.

3.6 Architectural Control. Any repair or replacement of a roof with materials or style different from those originally approved must first be approved in accordance with the architectural review provisions of the General Covenants. No antenna, satellite dish or other structure may be erected on the roof unless approved in accordance with the architectural review provisions of the General

Covenants. Any such structure allowed under the General Covenants to be placed on the roof must also first be approved in writing by the Association to assure that the roof will not be damaged.

3.7 Owner Responsibility. Owners shall promptly report to the Association any water leakage in any Carriage Home and any other known damage to a Carriage Home Building.

3.8 Damage or Destruction by Owner. Notwithstanding any other provision of this Supplemental Declaration, if any Owner or any of his/her guests, tenants, licensees, agents, employees or members of his/her family ("Responsible Owner") damages any portion of the roof of any Carriage Home Building as a result of negligence, misuse, or intentional act, the Owners of the affected Carriage Homes hereby authorize the Association to elect in its sole discretion to repair the damage. If the Association elects in its sole discretion to repair the damage, all insurance proceeds shall be paid over to the Association and, to the extent not covered by insurance, the cost of repair may be advanced out of reserves of the Association but such costs, together with interest as determined by the Board which may be up to eighteen (18%) per annum (but in no event shall such rate exceed the maximum rate allowed by law), shall be the responsibility of the Responsible Owner and shall become an Individual Carriage Home Assessment against the Responsible Owner's Carriage Home and payable by the Responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Responsible Owner shall be jointly and severally liable.

3.9 Performance of Maintenance. For the purpose of performing the maintenance, repair, and replacement authorized by this Article, the Association, through its duly authorized agents or employees, is hereby granted the right by all Owners without notice being required to any Owner of a Carriage Home to enter upon any Carriage Home and/or to enter upon any Carriage Home lot or the exterior of any improvements thereon or any portion of the Property at reasonable hours as determined by the Board on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time.

ARTICLE IV OTHER MAINTENANCE AND REPAIRS

4.1 Exterior Maintenance. Unless the Board determines otherwise, the exterior wall surfaces and exterior trim of each Carriage Home shall be maintained by the Association as provided herein. Such maintenance of the exterior of the Carriage Homes by the Association shall include repair and replacement (but excluding repair or replacement of damage to a Carriage Home resulting from casualty except as otherwise provided in Section 4.2 below) as necessary as determined by the Board and shall include the following: pressure washing or other cleaning, painting and/or staining of the exterior of the Carriage Homes as required from time to time; repairing, replacing, and caring for (i) roofs, guttering (if any), soffits, and fascia, (ii) all exterior building surfaces, including siding and trim but excluding glass surfaces, windows, window screens, doors, and any screen enclosure, if any, (iii) standard mailboxes installed by Declarant, if any, and any exterior post lights not attached to the Carriage Home, if any, installed by Declarant (excluding monthly electricity and/or gas costs and light bulbs), and (iv) standard privacy walls and fences installed by Declarant, if any. The Owner of each Carriage Home shall be solely

responsible for maintaining, repairing, and replacing as necessary glass surfaces, windows (including caulking), doors (including caulking), window screens, door hardware, outside lighting, including the fixtures and light bulbs, attached to the Carriage Homes, and screen enclosures, if any and if allowed, and improvements within a screen enclosure (if any and if allowed), and any hot tub (if any and if allowed). As circumstances dictate and based on experience, the Board may make rules in its sole discretion altering the portions of the exterior of the Carriage Homes to be maintained by the Association and the portions of the Carriage Homes to be maintained by the Owner. In addition, the Association is authorized to repair and replace all landscaping, irrigation, and hardscape as needed. If the annual assessments for maintenance are not sufficient to cover the maintenance, repair, or replacement costs incurred by the Association for any year, such excess maintenance, repair, or replacement costs may be paid for out of reserves of the Association. If the reserve funds are not sufficient to pay for the maintenance, repair or replacement to the exteriors of the Carriage Home Buildings and/or repair or replacement of landscaping, irrigation, or hardscape, then the Association shall levy a special Individual Carriage Home Assessment on each Carriage Home of the Property to cover the cost in equal amounts. To the extent that any Owner of a Carriage Home defaults in such Owner's maintenance obligations with respect to such Owner's Carriage Home as set forth above and fails to correct such default within fourteen (14) days of receipt of written notice of default from the Association, the Association may, in its sole discretion and in addition to any other rights and remedies available to the Association, access the applicable Carriage Home to correct the default on behalf of such defaulting Owner and all costs incurred by the Association, together with interest as determined by the Board which may be up to eighteen (18%) per annum (but in no event shall such rate exceed the maximum rate allowed by law) shall be assessed by the Association as an Individual Carriage Home Assessment against the Owner in default.

4.2 Casualty. Each Owner of a Carriage Home that is damaged by casualty is responsible for repairing the damage to such Owner's Carriage Home. Each Owner by accepting a deed to a Carriage Home covenants and agrees to repair any damage to such Owner's Carriage Home resulting from casualty in a prompt and workmanlike manner and in accordance with the requirements to the General Covenants. If the exterior of any Carriage Home is damaged as a result of casualty, the Owner of the Carriage Home so damaged shall promptly notify the Association. Upon the occurrence of such a casualty loss that affects two or more Carriage Homes, the Association in its sole discretion may elect to have such portion of the insurance proceeds applicable to damage to the exterior of a Carriage Home Building (without reduction by any deductible and excluding any damage to the roof which shall be treated separately under Article III above) paid over to the Association by the affected owners. In such event, the Association will have the damage to the exterior of the Carriage Home Building (excluding any damage to the roof which shall be treated separately under Article III above) repaired within a reasonable amount of time. Notwithstanding the foregoing, the Association shall not have any obligation to repair any damage to the exterior of a Carriage Home Building resulting from a casualty unless the Association has expressly agreed to do so in writing in its sole discretion and unless all insurance proceeds applicable to damage to the exterior of a Carriage Home Building (without reduction by any deductible and excluding any damage to the roof which shall be treated separately under Article III above) has been collected by the affected owners and paid over to the Association. If the Association has elected to be responsible for repairing such exterior damage, the costs of such repair shall be paid first from insurance proceeds paid over to the Association by the affected

owners. To the extent such insurance proceeds are not sufficient to repair the damage, then the balance of the repairs shall be made from reserves of the Association. If the reserves are not sufficient to pay the costs of such repairs, then all Owners of Carriage Homes of the Property shall be subject to Individual Carriage Home Assessments for the deficit.

If any Owner of a Carriage Home damaged by casualty defaults in such Owner's responsibility to promptly repair such damage and fails to correct such default within fourteen (14) days of receipt of written notice of default from the Association (the "Defaulting Owner"), the Association, in addition to any other options available to it, may elect in its sole discretion to make the repairs for such Defaulting Owner and to charge such Defaulting Owner for such repairs. In such event, all costs incurred by the Association, together with interest as determined by the Board which may be up to eighteen (18%) per annum (but in no event shall such rate exceed the maximum rate allowed by law), shall be assessed by the Association as an Individual Carriage Home Assessment against the Defaulting Owner.

Notwithstanding any other provision in this Supplemental Declaration, the Association shall have no obligation in connection with any repairs to the exterior of a Carriage Home Building to repair any interior portion of a Carriage Home and all such repairs of the interior portion of a Carriage Home shall be the sole responsibility and expense of the owner of any affected Carriage Home.

4.3 Roofs. The roofs of each Carriage Home Building shall be maintained as provided in this Article IV or as provided in Article III above.

4.4 Owners' Rights, Responsibilities. Except as specifically otherwise provided in this Supplemental Declaration or other recorded instrument, each Owner shall be responsible for and shall care for and maintain at the Owner's expense all or any part of that Owner's Carriage Home and other property, including but not limited to any screen enclosure (if any and if allowed), improvements within a screen enclosure (if any and if allowed), and any hot tub (if any and if allowed).

4.5 Damage or Destruction by Owner. Notwithstanding any other provision of this Supplemental Declaration, if any Owner or any of his guests, tenants, licensees, agents, employees or members of his family ("Responsible Owner") damages any landscaping, irrigation, or other improvements of the Property including but not limited to driveways, walkways, fencing or privacy walls, and/or any portion of the exterior of any Carriage Home Building as a result of negligence, misuse, or intentional act, the Owners of the affected Carriage Homes hereby authorize the Association to elect in its sole discretion to repair the damage. If the Association elects in its sole discretion to repair the damage, all insurance proceeds shall be paid over to the Association and, to the extent not covered by insurance, the cost of repair may be advanced out of reserves of the Association but such costs, together with interest as determined by the Board which may be up to eighteen (18%) per annum (but in no event shall such rate exceed the maximum rate allowed by law), shall be the responsibility of the Responsible Owner and shall become an Individual Carriage Home Assessment against the Responsible Owner's Carriage Home and payable by the Responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Responsible Owner shall be jointly and severally liable.

4.6 Easements. Each Owner of a Carriage Home hereby grants to the Association and to all other Owners of Carriage Homes in the same Carriage Home Building a nonexclusive easement for access of ingress and egress over his/her/its Carriage Home as may be reasonably necessary to perform maintenance, repairs, or replacement of any portion of the Carriage Homes in the applicable Carriage Home Building; provided, however, the Association and any Owner of a Carriage Home exercising this easement right shall repair in a good and workmanlike manner any damage caused in exercising such easement rights.

4.7 Party Walls. Each wall which is built as a part of the original construction of the Carriage Homes and placed on the dividing line between two Carriage Homes shall constitute a party wall. To the extent not inconsistent with the provisions of this Supplemental Declaration, the general rules of law regarding party walls and liability for property damage due to the negligence or willful acts or omissions shall apply thereto. No alterations may be made to any party wall, other than alterations to the interior surfaces, without the prior written consent of the adjoining Owner, the ARB, and as long as Declarant owns any of the Property and/or the Additional Property, the written consent of Declarant. If a party wall is damaged or destroyed by fire or other casualty, any Owner who shared the wall may restore it if the other affected owners fail to participate in so restoring the party wall in a reasonable period of time after written demand by such Owner. Upon such restoration by the Owner, such Owner shall be entitled to reimbursement from the other affected owners of their pro-rata share of such costs. Notwithstanding any other provision of this Section, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the entire cost of repairing and furnishing the necessary protection against such elements to the extent not covered by insurance.

4.8 Performance of Maintenance. For the purpose of performing the maintenance, repair, and replacement authorized by this Article, the Association, through its duly authorized agents or employees, is hereby granted the right by all Owners without notice being required to any Owner of a Carriage Home to enter upon any Carriage Home and within any screen enclosure (if any and if allowed) and/or to enter upon any Carriage Home lot or the exterior of any improvements thereon or any portion of the Property at reasonable hours as determined by the Board on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time.

ARTICLE V INSURANCE; CASUALTY

5.1 Purchase by Owner. Each Owner shall solely be responsible for contracting for casualty insurance for such Owner's Carriage Home for coverage for fire and other hazards commonly insured under an "all-risk" policy, if such all-risk coverage is reasonably available, including vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. To the extent insurance is available, the Owner shall include coverage for any screen enclosure (if any and if allowed). If all-risk coverage is not reasonably available, each Owner will obtain at a minimum fire and extended coverage to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction. In addition, each Owner of a Carriage Home shall be solely responsible for insuring against damage to the interior of the Carriage Home and improvements

within a screen enclosure (if any and if allowed) and for obtaining general liability insurance covering the Owner's Carriage Home in the amounts as set forth in Section 5.2 below. Each Owner shall also be solely responsible for the deductible applicable to the casualty and liability insurance covering such Owner's Carriage Home. Each Owner shall provide the Association with evidence at the closing of the Owner's Carriage Home that the Owner has the required casualty and liability insurance in effect. Each year thereafter upon the request of the Association, each Owner shall provide the Association within ten (10) days of the Association's request with evidence that the required casualty and liability insurance is being maintained.

5.2 Owner's Other Insurance. The Owner of each Carriage Home shall also have sole responsibility for obtaining any special coverages desired by such Owner, such as coverages for a hot tub (if allowed) or for theft or other damage or destruction of jewelry, silver, audio equipment, televisions, or computer equipment. In addition, each Owner of a Carriage Home shall be required to obtain general liability coverage for such Owner's Carriage Home in such minimum amounts as established by the Board from time to time.

5.3 Casualty Loss.

(a) Damage from casualty to a Carriage Home Building roof and/or other exterior areas of a Carriage Home including a screen enclosure (if any and if allowed) as well as damage to landscaping, irrigation or hardscape such as driveways, walkways, fences and privacy walls shall be reported immediately to the Association by any Owner with knowledge thereof. Except as otherwise provided in this Supplemental Declaration, each Owner sustaining a casualty loss shall in accordance with rules and procedures of the General Covenants promptly repair and/or reconstruct the damage to the Owner's Carriage Home. If necessary to preserve the structural integrity of other Carriage Homes and/or to otherwise prevent further damage, the Owner of the damaged Carriage Home shall provide emergency bracing, protection from water intrusion, and such other necessary temporary repairs and may seek reimbursement from the Association as may be allowed under the provisions of this Supplemental Declaration. Notwithstanding any other provision of this Supplemental Declaration, an Owner shall be solely responsible for repairing and/or replacing landscaping and improvements within a screen enclosure (if any and if allowed), and to any hot tub (if any and if allowed).

(b) Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(c) For damage to landscaping, irrigation or hardscape not covered by casualty insurance (but excluding landscaping and improvements within a screen enclosure, if any and if allowed), the Association will use reserve funds for repair and/or replacement. Damage to landscaping, irrigation or hardscape (excluding landscaping and improvements within any screen enclosure which shall be the sole responsibility of each affected Owner) shall be repaired or replaced by the Association within a reasonable period of time after receipt of notice of the damage. Such landscaping, irrigation, and hardscape will be repaired or replaced to the same plan that existed prior to the fire or other casualty unless the Board in its sole discretion decides

otherwise and subject to any approvals required under the General Covenants. If reserves of the Association are insufficient to cover the costs of repair or replacement, the Board shall levy a special Individual Carriage Home Assessment in equal amounts against each of the Carriage Homes of the Property. Such special assessment may be made in like manner by the Association at any time, whether before, during, or following the completion of any repair, reconstruction or replacement.

5.4 Master Liability Insurance.

The Association will obtain a master liability policy to protect the Association against liability in the performance of its services. In addition, the Board may elect to obtain directors' liability insurance for the benefit of the persons serving as Directors of the Association's Board. If at any time there are insufficient funds available to the Association to acquire such master liability insurance or directors' liability insurance, the Association may, in its sole discretion, in addition to any other remedies available to the Association, pay for such insurance from reserves of the Association.

ARTICLE VI CARRIAGE HOME ADVISORY PARTIES

The Board may in its sole discretion establish an advisory committee made up of one or more of the Owners of the Carriage Homes. Such committees shall be advisory only and shall have no ability or power to affect decisions made by the Board. Such committee may be requested from time to time by the Board to furnish information to the Board as the Board requests, including information concerning the services to be provided hereunder.

ARTICLE VII ASSOCIATION

Owners of Carriage Homes shall be members of the Association and shall have such voting rights as set forth in the By-Laws. As long as Declarant owns any part of the Property or the Additional Property, Declarant shall be entitled to appoint the members of the Board of Directors. At such time as Declarant no longer owns any of the Property and/or the Additional Property or such earlier time as the Declarant records a Supplemental Declaration waiving its authority to determine and designate the Board, the members of the Board of Directors shall be elected by the Members as set forth in the Bylaws.

ARTICLE VIII MISCELLANEOUS

8.1 Requirement of Sufficient Funds; Relationship with Hampton Hall Club, Inc.

Notwithstanding any other provision of this Supplemental Declaration, the Association will only be required to furnish services hereunder to the extent the Owners of the Carriage Homes have paid assessments sufficient for such services. The Association under no circumstance will be required to perform any service, including obtaining liability insurance, until such time as sufficient funds are available.

It is not the intent of this Supplemental Declaration to have the Association perform any functions which are the responsibility of the Hampton Hall Club, Inc. under the General Covenants. To the extent that there is any confusion or ambiguity as to whether a function is to be performed by the Hampton Hall Club, Inc. or the Association, it shall be presumed that the function is to be performed by the Hampton Hall Club, Inc. unless conclusively proven to the contrary.

8.2 Duration.

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 twenty (20) years from the execution of this Supplemental Declaration. After the initial twenty (20) year period of duration, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by ninety (90%) percent of the then Owners of the Carriage Homes, has been recorded, agreeing to change said Covenants in whole or in part. If any of the covenants, conditions, restrictions, or other provisions of this Supplemental 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 of the now living descendants of Elizabeth II, Queen of England.

8.3 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 Carriage Homes 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 Carriage Homes subject to this Supplemental Declaration, (iv) if such amendment is necessary to correct a scrivener's or other error in the drafting of this Supplemental Declaration or is necessary to clarify any provision of this Supplemental Declaration, (v) to add Additional Property and/or withdraw any portion of the Property owned by Declarant, or (vi) 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 Carriage Home. 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 Carriage Homes; provided, however, such amendment shall not be effective as long as Declarant owns any of the Property and/or Additional Property unless also signed by the Declarant.

8.4 Submission of Additional Property; Withdrawal 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 and/or the Association, or the owners of the Carriage Homes 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 Declaration. 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 and/or the Association, or any owner of a Carriage Home 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; provided, however, such other persons shall join in the Supplemental Declaration with Declarant as hereinafter provided. 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. Any amendment to submit Additional Property to this Supplemental Declaration may impose additional terms on and/or modify the provisions of this Supplemental Declaration as it applies to the Additional Property.

Notwithstanding any other provision of this Supplemental Declaration, the Declarant reserves the absolute right and 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 and/or the Association, or the owners of the Carriage Homes forming the Property, to withdraw any lot and/or Carriage Home being a portion of the Property from this Supplemental Declaration so long as such lot and/or Carriage Home is owned by Declarant.

8.5 Declarant's Rights. All rights of Declarant under this Supplemental Declaration shall automatically be assigned to the Association upon the earlier to occur of (i) the date that Declarant no longer owns any of the Property and/or the Additional Property and (ii) such date as Declarant voluntarily records a Supplemental Declaration assigning its rights under this Supplemental Declaration to the Association.

8.6 Wetland Buffers. With respect to any lot that is adjacent to a wetland buffer as shown on the applicable subdivision plat, the owners of such lots by accepting a deed acknowledge that

Exhibit A

All those pieces, parcels, and lots of land being Lots CH1 through CH3 being shown and described on a subdivision plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCRLS #11079, dated 10/03/2003 entitled "A Plat Of Hampton Hall Phase 2A-1 Lots" and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 96 at Page 58.

ALSO:

All those pieces, parcels, and lots of land being Lots CH20 through CH23 being shown and described on a subdivision plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCRLS #11079, dated 10/14/2003 entitled "A Plat Of Hampton Hall Phase 2A-2 Lots" and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 97 at Page 57.

For a more detailed description as to the courses, metes and bounds of the above lots, reference is made to the aforementioned plats of record.

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AW3

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S. Bird
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AMMENDMENT

BEAUFORT COUNTY SC - ROD
BK 02311 PGS 2432-2434
FILE NUM 2008008418
01/30/2008 11:33:17 AM
REC'D BY C SEABROOK RCPT# 392884
RECORDING FEES 10.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **FIRST AMENDMENT TO SUPPLEMENTAL
) DECLARATION OF COVENANTS AND
) RESTRICTIONS FOR CARRIAGE HOMES
) AT HAMPTON HALL**

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR CARRIAGE HOMES AT HAMPTON HALL ("First Amendment") made this 20TH day of January, 2006, by TOLL SC II, L.P., a South Carolina limited partnership ("Declarant").

WITNESSETH:

WHEREAS, the Declarant recorded the Supplemental Declaration Of Covenants And Restrictions For Carriage Homes At Hampton Hall dated April 29, 2004 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1947 at Pages 2335-2352, as the same may be amended (the "Supplemental Covenants"); and

WHEREAS, Declarant reserved the right in Article VIII, Section 8.4 of the Supplemental Covenants to unilaterally in its discretion submit additional property to the Supplemental Covenants by the recording of a document of record in the Office of the Register of Deeds for Beaufort County, South Carolina describing such additional property and stating the Declarant's intent to submit the additional property to the Supplemental Covenants;

WHEREAS, Declarant holds title in fee simple to the certain lands located in the Town of Bluffton, Beaufort County, South Carolina described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the Declarant now wishes to extend the Supplemental Covenants and to submit the Property described in Exhibit "A" to the Supplemental Covenants.

NOW, THEREFORE, the Declarant hereby declares:

- 1. **Covenants.** That the Property described in Exhibit "A" attached hereto and by this reference incorporated herein shall be held, transferred, sold, devised, assigned, conveyed, given, held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to the Supplemental Covenants. The Supplemental Covenants and the benefits, obligations, and affirmative

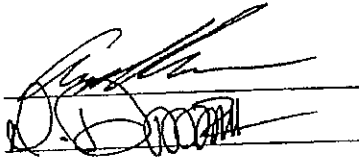
1521

and negative burdens of the Supplemental Covenants, 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" and shall be binding on all parties having any rights, title or interest in the Property described in Exhibit "A", or any part thereof, their heirs, successors and assigns.

2. **Ratification.** All terms and conditions of the Supplemental Covenants are hereby ratified and confirmed by the Declarant herein and are made applicable to the Property described in Exhibit "A".

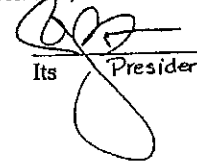
IN WITNESS WHEREOF, Declarant has caused these presents to be executed by its duly authorized representative this 23rd day of January, 2006.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



TOLL SC II, L.P., a South Carolina
limited partnership

By: Toll SC GP Corp, a South Carolina
corporation, Its General Partner

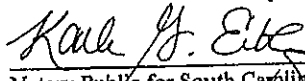
By: 
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Ron Boshaw,
the President of Toll SC GP Corp., a South Carolina corporation,
General Partner of TOLL SC II, L.P., a South Carolina limited partnership, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 23rd day of January, 2006.


Notary Public for South Carolina

My Commission Expires: 11/20/06

Exhibit "A"

All those certain pieces, parcels, and lots of land lying and being in the Town of Bluffton, Beaufort County, South Carolina being Lots CH24 through CH26 and Lots CH34 through CH52 in Phase 2A-2 at Hampton Hall as shown and described on a subdivision plat prepared by Thomas & Hutton Engineering Co., certified by Boyce L. Young, SCRLS #11079, dated 10/14/2003 entitled "A Plat Of Hampton Hall Phase 2A-2 Lots" and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 97 at Page 57.

For a more detailed description as to the courses, metes and bounds of the above lots, reference is made to the aforementioned plat of record.

3
10/10/06
Bill
2004

BEAUFORT COUNTY SC - ROD
BK 02319 PGS 0396-0398
FILE NUM 2006012171
02/10/2006 02:12:12 PM
REC'D BY M DOE RCPT# 395821
RECORDING FEES 10.00

STATE OF SOUTH CAROLINA) SECOND AMENDMENT TO SUPPLEMENTAL
) DECLARATION OF COVENANTS AND
COUNTY OF BEAUFORT) RESTRICTIONS FOR CARRIAGE HOMES
) AT HAMPTON HALL

THIS SECOND AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR CARRIAGE HOMES AT HAMPTON HALL ("First Amendment") made this 8th day of February, 2006, by TOLL SC II, L.P., a South Carolina limited partnership ("Declarant").

WITNESSETH:

WHEREAS, the Declarant recorded the Supplemental Declaration Of Covenants And Restrictions For Carriage Homes At Hampton Hall dated April 29, 2004 in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1947 at Pages 2335-2352, as the same may be amended (the "Supplemental Covenants"); and

WHEREAS, Declarant reserved the right in Article VIII, Section 8.4 of the Supplemental Covenants to unilaterally in its discretion submit additional property to the Supplemental Covenants by the recording of a document of record in the Office of the Register of Deeds for Beaufort County, South Carolina describing such additional property and stating the Declarant's intent to submit the additional property to the Supplemental Covenants;

WHEREAS, Declarant holds title in fee simple to the certain lands located in the Town of Bluffton, Beaufort County, South Carolina described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the Declarant now wishes to extend the Supplemental Covenants and to submit the Property described in Exhibit "A" to the Supplemental Covenants.

NOW, THEREFORE, the Declarant hereby declares:

1. Covenants. That the Property described in Exhibit "A" attached hereto and by this reference incorporated herein shall be held, transferred, sold, devised, assigned, conveyed, given, held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to the Supplemental Covenants. The Supplemental Covenants and the benefits, obligations, and affirmative

2/10

and negative burdens of the Supplemental Covenants, 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" and shall be binding on all parties having any rights, title or interest in the Property described in Exhibit "A", or any part thereof, their heirs, successors and assigns.

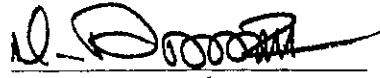
2. **Ratification.** All terms and conditions of the Supplemental Covenants are hereby ratified and confirmed by the Declarant herein and are made applicable to the Property described in Exhibit "A".

IN WITNESS WHEREOF, Declarant has caused these presents to be executed by its duly authorized representative this 8 day of February, 2006.

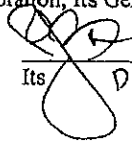
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOLL SC II, L.P., a South Carolina
limited partnership

By: Toll SC GP Corp, a South Carolina
corporation, Its General Partner



Kalle G. Eibe

By: 

Its Division President

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Ronald J. Bashaw, the Division President of Toll SC GP Corp., a South Carolina corporation, General Partner of TOLL SC II, L.P., a South Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8th day of February, 2006.



Notary Public for South Carolina

My Commission Expires: 11/20/06

Exhibit "A"

All those certain pieces, parcels or lots of land lying and being in the Town of Bluffton, Beaufort County, South Carolina being the forty nine lots of Lot CH53 through Lot CH101 as Lots CH53 to CH101 are shown on the Plat entitled "A Plat of Hampton Hall Phase 3C Lots, Beaufort County, South Carolina", said plat being dated June 17, 2005, said plat prepared by Thomas & Hutton Engineering Co., Savannah, Georgia, Boyce L. Young, S.C.R.L.S. No. 11079, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 108 at Pages 195-196. For a more detailed description as to the courses, metes and bounds of the above mentioned property, reference is had to the aforementioned plat of record.

parties having any rights, title or interest in the Property described in Exhibit "A", or any part thereof, their heirs, successors and assigns.

- 2. **Ratification.** All terms and conditions of the Supplemental Declaration are hereby ratified and confirmed by the Declarant herein and are made applicable to the property described in Exhibit "A".
- 3. **Defined Terms.** All terms not specifically defined in this Third Amendment shall have the definitions as set forth in the Supplemental Declaration, as amended.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed by their duly authorized officer this 29th day of December, 2006.

Witnesses:

DECLARANT

SIGNED, SEALED AND DELIVERED

Toll SC II, L.P., a South Carolina limited partnership

By: Toll SC GP Corp., a South Carolina Corporation, Its General Partner

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

By: *[Handwritten Signature]*

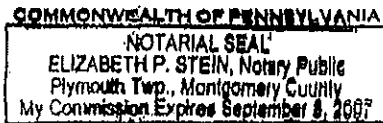
 Its
 Christopher G. Gaffney

STATE OF SOUTH CAROLINA)
 COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Christopher Gaffney the Division President of Toll SC GP Corp., a South Carolina corporation, General Partner of Toll SC II, L.P., a South Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29 day of December, 2006.



[Handwritten Signature]

 Notary Public for South Carolina - Pennsylvania
 My Commission Expires: 9/8/07

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 CH102 – CH105; said property having dimensions, metes and bounds as shown on the Plat entitled "A Plat of Hampton Hall Phase 2A-2 Lots, Hampton Hall, Beaufort County, South Carolina", said plat being dated October 14, 2003, last revised April 17, 2006, 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 114 at page 101. 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.