

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS (the "Supplement") is made this 4th day of August, 2000 by the STONO FERRY OWNERS ASSOCIATION, INC. (the "Association") and STONO LINKS, LLC (the "Developer").

WHEREAS, the Developer is the owner of certain lots and the rights-of-way leading thereto known generally as Stono Links Phases 1 & 2 at Stono Ferry, in the Town of Hollywood, Charleston County, S.C. but more particularly described with on Exhibit "A" attached hereto made a part hereof and incorporated herein by reference thereto (the "Property"); and

WHEREAS, by that certain Declaration of Covenants and Restrictions for the Plantation at Stono Ferry Subdivision and Provisions for the Stono Ferry Owners Association, Inc. recorded in Book C148, page 12 in the RMC Office for Charleston County, South Carolina, as amended, (the "Declaration"), Stono Ventures, Inc. submitted certain adjoining properties within "The Plantation at Stono Ferry" to the terms, provisions, conditions, and restrictions contained therein; and

WHEREAS, Part Five of the Declaration, in Article II thereof, provides *inter alia*, for the Amendment of the Declaration after June 1, 1986, by the approving vote of two-thirds of the Members of the Association (as defined therein); and

WHEREAS, pursuant to the provision of Part Five, Article II of the Declaration, the Association and the Developer desire to amend the Declarations to submit the Property to the provisions of the Declarations in order to cause the Property to become subject to the terms, provisions, restrictions and conditions therein contained, with the exception of Article I, Section 21 thereof, which is specifically excluded herefrom,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Association and the Developer, for valuable consideration, in hand paid by each to the other, the receipt and sufficiency whereof is hereby acknowledges, hereby certify that this Supplemental Declaration is and has been duly approved and adopted, and do hereby further declare as follows:

1. When used in this Supplemental Declaration, unless the context shall prohibit or require otherwise, or unless otherwise set forth herein, all words defined in the Declaration shall have the meanings as set forth in the Declaration.
2. The Property shall be and is hereby submitted to the plan and operation of the Declaration and shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used, subordinate and subject to the easements, restrictions, covenants, charges, liens and conditions imposed in the Declarations, (with the exception of Article I, Section 21 thereof), for the purpose of protecting the value and desirability of such property and which restrictions, easements, charges, liens, conditions and covenants shall touch,

Phase 1 under which the Association shall have four (4) weeks to respond to any offer presented; (c) submit plans and secure written approval of the Association before installing any sewer, water or other infrastructure changes which impact Association property including, but not limited to, Stono Ferry Course; and (d) repair any damage to the roadway and/or median of Stono Ferry Course caused by construction vehicles or other equipment used by or under contract with the Developer.

9. Further, the Developer agrees to create natural buffers for the following lots along Stono Ferry Course: (a) Lots 11, 12 and 15, Phase 1 will have a 20' natural buffer, (b) Lots 13 and 14, Phase 1 will have a 15' natural buffer, (c) Lots 3 and 11, Phase 2 will have a 20' natural buffer, and (d) Lot 4, Phase 2 will have a 15' natural buffer. All said natural buffers are shown on Exhibit "D" attached hereto.
10. The Association will grant the Developer a storm drainage easement over a small triangular parcel on Stono Ferry Course shown as TMS #248-03-00-122. Developer agrees to negotiate with the owners of Stono Links Golf Course to acquire land the Developer will donate to the Association to facilitate a new security gate.

Except as herein modified and amended, the Declaration as previously amended shall remain in full force and effect.

STONO LINKS, L.L.C.

Jan V. Hipp

By: Charles R Hipp
Charles R. Hipp, its member

G. Preston Hipp

By: G. Preston Hipp
G. Preston Hipp, its member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 4th day of September, 2000 by Stono Links, L.L.C. by Charles R. Hipp and G. Preston Hipp, duly authorized officers above subscribed.

G. Preston Hipp (SEAL)
Notary Public for South Carolina
My commission expires: 9/23/2006

360PG744

**Exhibit "A", Phases 1 & 2
Supplemental Declaration of
Covenants and Restrictions
For Stono Ferry Owners Association**

DEF

*Hipp & Cap
Breadbasket
35 Acres
34.1 AC.*

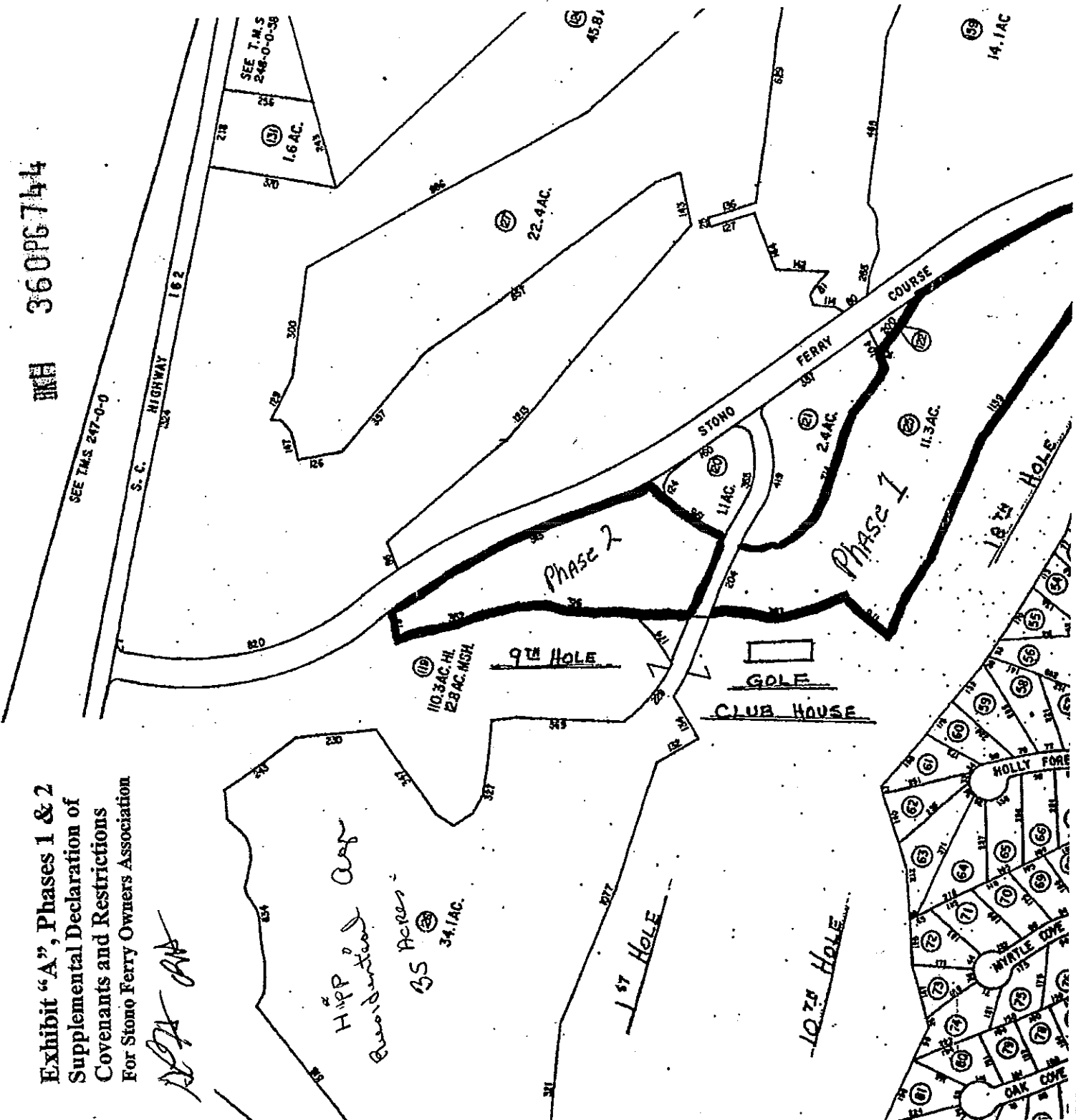
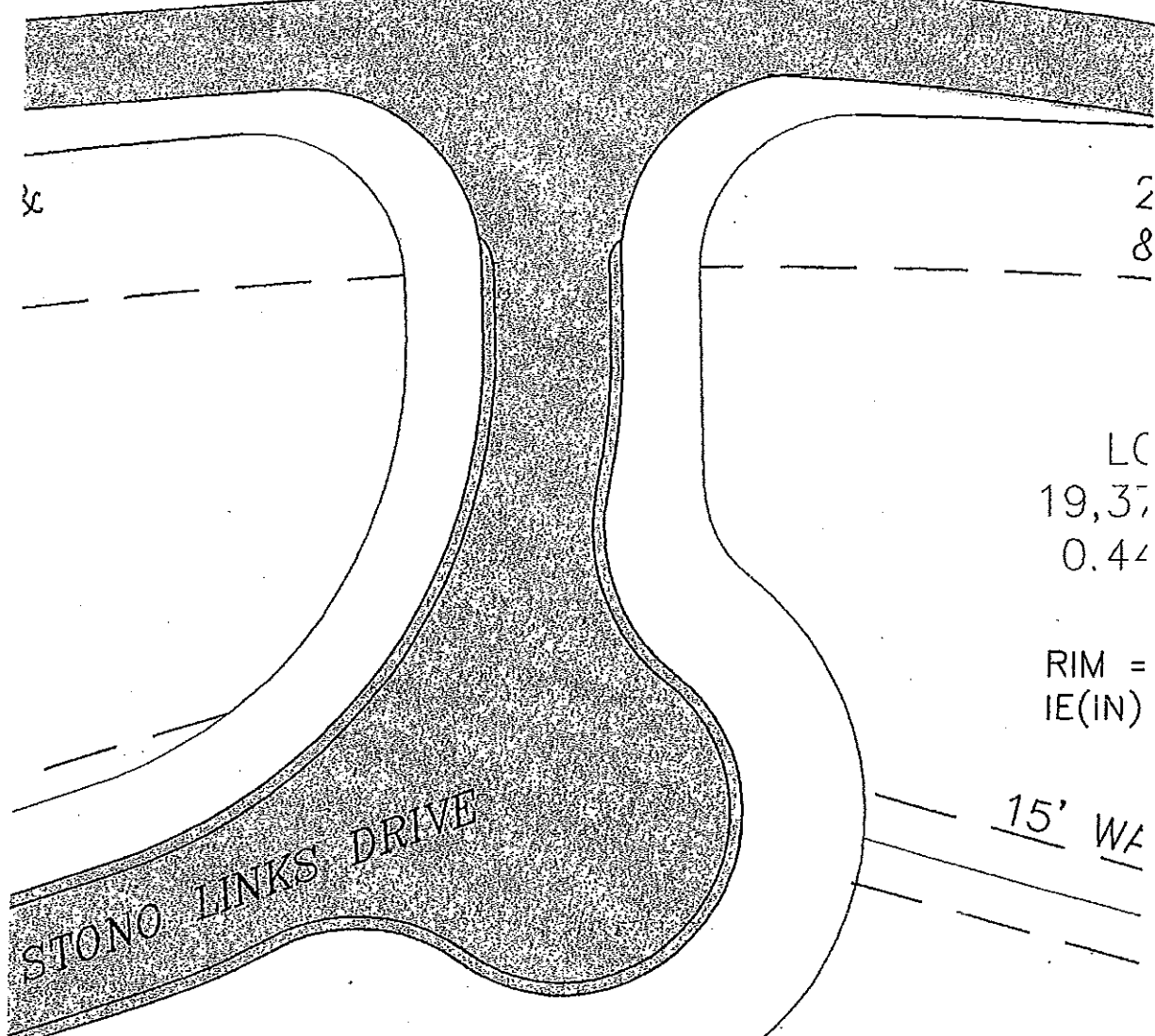
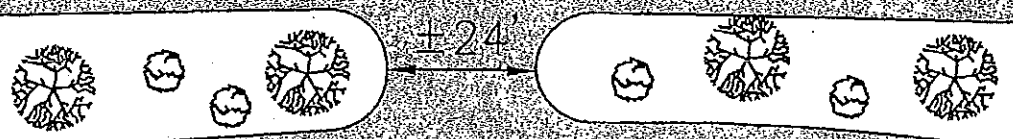


Exhibit "C" *SPH CAD*
Supplemental Declaration of Covenants and Restrictions
For Stono Ferry Owners Association

STONO FERRY COURSE



LC

2
8

LC
19,37
0.42

RIM =
IE(IN)

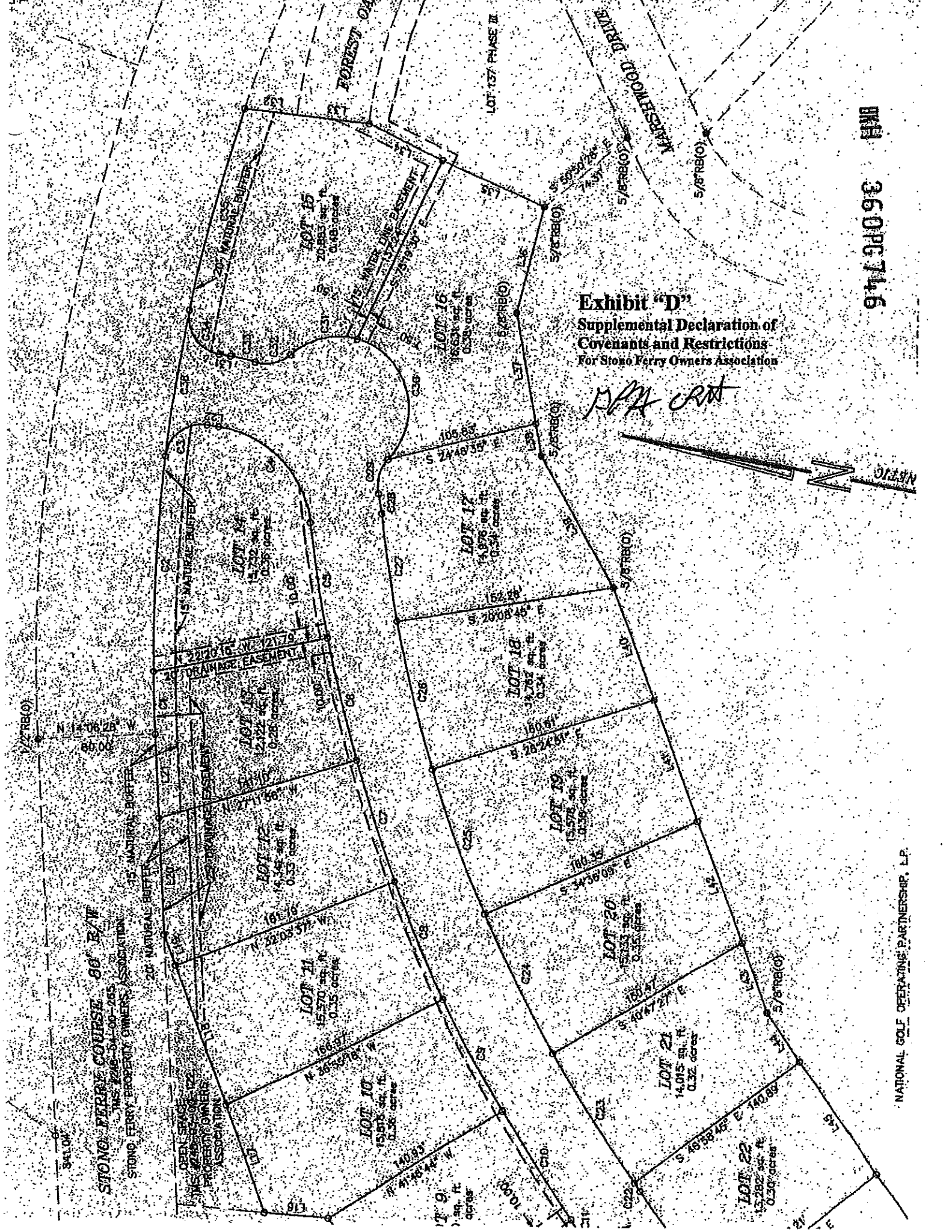
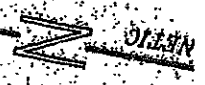
15' WA

STONO LINKS DRIVE

STONO LINKS PHASE I
MEDIAN CROSSING
SCALE: 1" = 30'

Exhibit "D"
Supplemental Declaration of
Covenants and Restrictions
For Stone Ferry Owners Association

M.A. CRT



Preston Hipp
1412 Ashley River Rd
Charleston, SC 29407
729-2086

BKH 360PG747

FILED

H360-739

2000 DEC 13 PM 4:21

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Dec/Rest/COV

14.00

PST 50

14.50

C

MK

AAV