

STATE OF ALABAMA

MADISON COUNTY

SUPPLEMENTAL DECLARATION
OF
EASTERN SHORE

WHEREAS, on the 8th day of April, 1992, the undersigned Hampton Community, Inc., an Alabama Corporation as Declarant, did promulgate and file for record Declaration of Protective Covenants for Hampton Cove, a planned residential community, which said Declaration of Protective Covenants are recorded in Deed Book 789, Page 182, (and subsequently amended in Deed Book 789, Page 398 & Deed Book 826, Page 585), Office of the Judge of Probate of Madison County, Alabama, and,

WHEREAS, Summit Developers, Inc., is the current owner of the property set out below, and,

WHEREAS, Compass Bank is the current mortgagee of said property; and

WHEREAS, Article X, Section 1. of said declaration of Protective Covenants of Hampton Cove provides that the Declarant may subject additional parcels of real property described in Exhibit "C" of said Declaration and may promulgate Special Parcel Use Restrictions for such additional parcels of real property platted within Hampton Cove by the filing of such use restrictions in the Office of the Judge of Probate of Madison County, Alabama as provided for in Article VI, Section 29 of said Declaration of Protective Covenants.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1 and Article VI, Section 29 of the Declaration of Protective Covenants of Hampton Cove as the same are recorded in the Office of the Judge or Probate of Madison County, Alabama, the undersigned, Hampton Community, Inc., an Alabama corporation, as Declarant, does by these presents add EASTERN SHORE SUBDIVISION and does make and promulgate the following use restrictions pertaining to the use and enjoyment of all the lots of EASTERN SHORE, according to the plat of said subdivision shown of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book _____, Page _____. The use restrictions described in this instrument are to be in conjunction with the use restrictions as described in said Declaration of Protective Covenants of Hampton Cove, but not in derogation thereof. Summit Developers, Inc., and Compass Bank, as owner and mortgagee, respectively, join in and ratify the restrictions set out below.

1. All homes constructed within the subdivision shall have a uniform mailbox, the design of which will be furnished by the Declarant.
2. Each owner of a lot within the subdivision shall automatically become a member of Hampton Cove Owners Association, and shall be bound by the by-laws, rules and regulations of said association.
3. Homes built on the property shall have all exterior sides constructed with a minimum of 60 percent rock or brick; provided, however, that any portion of a home facing the Eastern Bypass must have an exterior constructed with a minimum of 80 percent rock or brick.

4. Roofs of dwellings constructed on all of said lots shall be of architectural grade shingles and shall have a roof pitch of 6/12 unless a different roof pitch is approved by the Architectural Control Committee. The color of roof shingles must be approved and must be uniform color as designated by the Board of Directors of Hampton Cove Owners Association or its designee.

5. Garages may be detached or attached to dwelling. If the garage is detached, then the roof must be of hip design and a 5/12 or 6/12 pitch.

6. Dwellings constructed on lots of said subdivision shall have at least 1,600 square feet of heated area.

7. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the subdivision, including any residence, without the prior written consent of the Board of Directors of Hampton Cove Owners Association, or its designee. Design, type, and style will be designated by the Architectural Control Committee.

8. All chimneys that are on the exterior wall must have brick or stone on the three exterior sides of the chimney. All interior chimneys may have a siding or stucco product on all four sides of the chimney.

9. All chimneys that are on the exterior wall must have brick or stone on the three exterior sides of the chimney. All interior chimneys may have a siding or stucco product on all four sides of the chimney.

10. There shall be a five foot maintenance easement along each lot line that has a twelve foot setback. Said maintenance easement shall serve the adjoining lot for maintenance of the dwelling located thereon and such easements for maintenance shall run with the land. Roof overhang shall not be considered to be an encroachment on the adjoining property if the overhang is two feet or less.

11. Homes in Eastern Shore may have either a front, side, or rear entry garage.

12. Landscape Requirements:

a) Sod is required in all front, side and rear yards, each of which shall have an irrigation system. Decorative/smooth river rock can be used in the area on side where zero lot line meets drive next door.

b) Shrubbery required in front shall be minimum of 3 gallon in size and 90% evergreen.

c) Each yard shall have a minimum of 3 large trees, with a minimum of 1 tree in the front yard. There shall be a minimum of 2 small trees in front which can be in the bedding areas.

d) All planting beds shall be mulched with brown bark, using edging material such as steel, brick, stacked stone or hi-grade vinyl.

e) There shall be an approved, by ARC, landscape plan for each house plan.

13. Maintenance Dues. Maintenance and upkeep of the lawns, shrubs and vegetation of the front yards of all dwellings, except flowers planted by the Owners, shall be by a Special Parcel Assessment applicable to all lots within the subdivision and shall be calculated and imposed by the Hampton Cove Owners Association (the "Association") as set forth in the above referenced Declaration of Protective Covenants for Hampton Cove and shall be paid by each dwelling Owner quarterly to such Association. Such Special Parcel Assessment shall be in addition to a general annual assessment applicable to all Owners of lots within the Hampton Community. Such Parcel Assessment shall be due for each Lot REGARDLESS of whether or not any Owner elects to maintain their own property or if a Lot has "maintenance free" landscaping.

14. Docks. No docks may be constructed on any Lot nor on any portion of the Common Area.

Enforcement of the above described additional use restrictions shall be in the same manner and direction as described in the Declaration of Protective Covenants of Hampton Cove as described above.

IN WITNESS WHEREOF, the undersigned Hampton Community, Inc., an Alabama Corporation has caused this instrument to be executed on this the 22 day of June, 2004.

HAMPTON COMMUNITY, INC.
an Alabama Corporation,

By: [Signature]
As: President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared John W. Heap, whose name as President of Hampton Community, Inc., an Alabama Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

This the 22 day of June, 2004.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/19/04

SUMMIT DEVELOPERS, INC.

By: _____

Its: _____

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Mark Anderson, whose name as President of Summit Developers, Inc., an Alabama Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

This the _____ day of June, 2004.

NOTARY PUBLIC

My Commission Expires: _____

COMPASS BANK

By: Shane Parker
Its: Vice President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Shane Parker, whose name as Vice President of Compass Bank is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said banking institution.

This the 22nd day of June, 2004.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2-3-07

THIS INSTRUMENT PREPARED BY:
Samuel H. Givhan
WATSON, JIMMERSON, GIVHAN, MARTIN & MCKINNEY, P.C.
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Huntsville, Alabama 35801