STATE OF SOUTH CAROLINA) DECLARATION OF RESTRICTIONS
) AND EASEMENTS OF HAMPTON
) FARMS II SUBDIVISION
COUNTY OF GREENVILLE)

THIS DECLARATION is made this 10th day of November, 2014, by East Hampton Properties, LLC, (hereinafter "Developer").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Developer is the owner of certain lots of land in the Greenville County, South Carolina, located in the County of Greenville, State of South Carolina, and more particularly shown and described upon a plat entitled "Hampton Farms Subdivision, Phase 2, Section 1" prepared for East Hampton Properties, LLC by Ray Dunn Land Surveyor, dated November 10, 2014 and recorded in Plat Book 1193, Page 39, ROD Office for Greenville County, South Carolina, and

WHEREAS, HAMPTON FARMS II will be a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all o f the lots in Hampton Farms II as shown on the above plat to the within Protective Covenants, Conditions, Restrictions and Easements, charges and liens (herein referred to as covenants and/or Restrictions) for the benefit of each and every owner in Hampton Farms II, and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created and in incorporating under the laws of the State of South Carolina, as a non-profit corporation, Hampton Farms II Homeowners Association, Inc., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer does hereby impose upon Hampton Farms II the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. DEFINITITIONS. The following words when used herein (unless the context shall require a different meaning) shall have the following meanings:

A. "Association" shall mean and refer to Hampton Farms II Homeowners Association, Inc.

B. "Hampton Farms II" shall mean and refer to all of the lots and property shown upon plat of "Hampton Farms II" referred to above and upon any

subsequent plat of "Hampton Farms II" prepared for the Developer and recorded in the ROD Office for Greenville County.

C. "Common Properties" shall mean and refer to any area designated for a sign easement shown on the plat for Hampton Farms II and to other landscaped areas within Hampton Farms II, and shall include, but not be limited to, all street lights, street signs, entrance signs, brick columns and/or iron work at the entrance, and landscaping.

D. "Developer" shall mean and refer to East Hampton Properties, LLC.

E. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon a plat of Hampton Farms II prepared for the Developer and recorded in the ROD Office for Greenville County.

F. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to any Lot situated within Hampton Farms II, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

G. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 37 hereof.

2. SINGLE FAMILY RESIDENTIAL USE. No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 ½ stories in height and, if approved in advance in writing, a private detached garage or hobby-type storage building.

3. SUBDIVISION OF LOTS. Developer or any subsequent owner of a lot, with prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become a part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. Notwithstanding any provision herein, Developer reserves the right to re-subdivide any portion of the property for the purpose of adjusting property lines or consolidating lots, provided; however no such changes shall create any greater number of lots than that shown on the plat of Hampton Farms II.

4. MINIMUM HEATED AREA. No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than twelve hundred (1200') square feet of heated floor area, provided that the plans include a garage. If the plans do not include an attached double garage, then the dwelling shall contain a minimum of fourteen

hundred (1400") square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than eight hundred (800') square feet of heated floor area. The floor area required by thin article shall not include basements, porches, verandas, breakaways, terraces, garages, or hobby-type/storage buildings.

5. BUILDING SETBACK LINES. No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Hampton Farms II referred to in the deed to such lot from Developer, nor nearer that five (5') feet to any side lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. SEWER EASEMENTS. Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 ½') feet on each side of the sewer line and shall be shown on a plat of Hampton Farms II. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.

7. APPROVAL OF BUILDING PLANS – SPECIAL CONDITIONS.

A. No building or structure, whether it be the dwelling house, garage, hobby-type building or driveway shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications and driveway have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevation, location or specifications may be based purely upon aesthetic reason in the sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including the grassing or sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The front elevation of the dwelling's foundation must be a minimum of twelve (12") inches above the finished grade of the yard.

D. No garage shall open to the front of a house unless said garage is enclosed with a door or doors. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance creates an undue hardship as a

result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

8. PROHIBITED BUILDING MATERIALS. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or structure.

9. TRAILERS AND MOBILE HOMES PROHIBITED. Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited. Manufactured homes or other factory-built or pre-built homes may be erected or installed on a lot with the prior written approval of the Developer or its nominee. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot. Developer retains sole discretion and authority as to such approval or disapproval.

10. REQUIREMENTS FOR DRIVEWAYS. All driveways shall be constructed of either asphalt paving or concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

11. DEVELOPER'S DISCLAIMER. DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MECHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPERS, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLIAM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQURED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

12. GENERAL EASEMENTS. Developer reserves an easement five (5) feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Hampton Farms II. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

13. SEWAGE. All sewage shall be disposed of through the sanitary sewer line collection lines located within the subdivision and owned by the Berea Sewer District, and all connections to such line shall be made only with the written approval of the Berea Sewer District in accordance with its rules and regulations.

14. FENCING. No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however that no such fence shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fences shall be erected beyond the side building setback line shown on the plat above referred to. The Board or its designee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence or hog wire fence be approved.

15. BUSINESS ACTIVITIES PROHIBITED. No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing form a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be constructed to prohibit the making of handcrafted items for occasional off premises sale.

16. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets.

17. PARKING OF BOATS AND RECREATIONAL VEHICLES. No camping trailer, boat, boat trailer or other similar recreational vehicle or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. PORTABLE OR METAL BUILDINGS PROHIBITED. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot, provided, however, that a hobby-type building or other storage building approved in writing by the Developer or its nominee, is permissible.

19. SWINGSETS. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot. Basketball goals are allowed on driveway areas to the side, and behind the front corner of a house. No additional concrete or asphalt pad may be poured for ANY recreational use from the back corner of the home to the front property line.

20. POOLS. No above ground pools of any design may be constructed or placed on any lot. In ground pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and setback requirements herein stated. Any in ground pool must be enclosed with a fence that complies with paragraph 14.

21. NO TEMPORARY RESIDENCES. No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

22. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others.

23. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

24. CLOTHESLINES. No clotheslines shall be allowed on any lot in the subdivision.

25. SCREENING OF YARD EQUIPMENT. Lawnmowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

26. TELEVISION ANTENNA AND SATELLITE DISHES. No type of antenna, satellite dish or similar device exceeding a width of 24" inches, for the transmission of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or its nominee.

27. COMPLETION OF IMPORVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement

of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

28. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists, which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Hampton Farms II Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event that owner or owners of a lot shall fail to pay such charge within (30) days of billing, same may be collected in the same manner and under the same terms as Assessment's set forth in Paragraph 38.I. THE DEVELOPERS, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION I N THE INSPECTION, REPAIR OR MAINTENANCE OR ANY SITE, IMPORVEMENTS OR PORTION THEREOF.

29. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more that thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property. The area along each side of the entrance identified as sign easements on said plat shall be exempt for this provision, due to the fact that the subdivision identification sign and decorative columns are located thereon.

30. STREET LIGHTING. If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

31. MAINTENANCE OF STREET RIGHT-OF-WAY. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

32. FUEL TANKS. All fuel tanks or containers shall be buried underground, or enclosed is a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be or acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

34. MAILBOXES. All mailboxes and mailbox posts shall be of the same type and color as that originally designated by the Declarant. After installation, each owner has the responsibility of keeping same in good repair and appearance.

35. TEMPORARY SALES OFFICE. The Developer shall have the right to place or erect temporary sales offices on any lot in the development for the purpose of marketing lots.

36. EXTERIOR COLORS. The exterior of all improvements, including, without limitation, residences, constructed erected, allowed or maintained upon any Lot must be painted or re-painted in a color designated by the Declarant or its successors in the original construction and marketing of the residences within the Community.

37. PROPERTY RIGHTS IN THE COMMON PROPERTIES. The developer may retain ownership to the Common Properties until such time as, in the Developer's sole discretion, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its right, title and interest in the Common Properties to the Association not later than January 1, 2019.

38. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

A. Membership. Every person or entity who is a recorded owner of a fee or undivided fee interest of any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. Voting Rights. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Paragraph 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph 1. When more than one person holds such interest of interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership; or

(b) January 1, 2019.

39. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot owned by it within Hampton Farms II hereby covenants and each owner of any lot by acceptance of a deed to a lot within Hampton Farms II, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) An initiation fee of ($100.00) Dollars; and

(2) Annual assessments or charges; and

(3) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection of the person who was the owner of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments Levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Hampton Farms II and in particular shall be used for the payment of Costs and expenses, including, but not limited to, the following:

(1) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Hampton Farms II identifying the subdivision, containing street names or other safety signs, if any.

(2) For the payment of services for any street lighting undertaken and accepted by the Association.

(3) Expenses for the maintenance and upkeep of landscape areas, including areas designated for sign easements.

(4) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-laws and these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2015. For the year beginning January 1, 2019, the annual assessment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. Lots owned by the Developer or Builders shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the

Association. The original annual assessment shall be Three Hundred and No/100s ($300.00) Dollars.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 38.C. above, and for the periods there in specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 39(C) hereof prospectively for any such period provided they any such change shall have the assent of two-thirds(2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth purpose of the meeting.

F. Quorum for Any Action Authorized Under Paragraphs 39(D) and 39(E). The quorum required for any action respecting assessments authorized by Paragraphs 39(D) and 39(E) hereof shall be the number of Members present at a meeting duly called and convened pursuant to Paragraphs 39(D) and 39(E) hereof.

G. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2015, and on January 1 of each year thereafter. Annual Assessments are not to be prorated as between an owner and the Association. Prior to January 1, 2015, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 39(D) hereof shall be fixed in the resolution authorizing such assessment.

H. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of any special assessment and at lest thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Paragraph 39(G) above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE – 18%) from the delinquency date. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the cost of the action.

J. Lien of Assessments is Subordinate to Recorded Mortgages. The lien of assessment provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

40. ENFORCEMENT BY HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Hampton Farms II Homeowners Association, Inc., shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The power and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-Laws of the Association accepted in accordance with the terms hereof.

41. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or part of such reserved rights to the Homeowners Association.

42. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2044, at which time the terms hereof shall be automatically extended for successive period of ten (10) years thereafter, unless the then Owners owning at least three-fourths (3/4) of the Lots in

Hampton Farms II agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least three-fourths (3/4) of the Lots in Hampton Farms II. Not withstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

43. EFFECT OF COVENANTS AND ENFORCEMENTS.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Hampton Farms II do promise, covenant and undertake to comply with each provision of these covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Hampton Farms II is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all others, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Hampton Farms II;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Hampton Farms II, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including quests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act)

which constitute the violations or attempts to violate contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner my institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct, business or use which is a breach of covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

44. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorities. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Saving Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners their respective heirs, successors and assigns.