

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

AGREEMENT

FILED

2008 DEC 18 PM 2:40

CONNIE REEL-SHEARIN
CCCP & GS
FLORENCE COUNTY, SC

WHEREAS, Hampton Pointe subdivision, located off of Southborough Road in Florence, SC was developed by Hampton Pointe of Florence, S.C., a Limited Partnership in four (4) phases; and

WHEREAS, by instruments recorded May 10, 1989 in Book A-303 at Page 208 (Phase I), November 1, 1989 in Book A-312 at Page 608 (Planned Unit Development agreement), November 7, 1989 in Book A-312 at Page 1405 (Phase II), December 8, 1993 in Book A-405 at Page 244 (Phase III) and January 10, 1995 in Book A-433 at Page 418, all lots in all phases of Hampton Pointe Subdivision were subjected to certain restrictive covenants; and

WHEREAS, each of the above referenced restrictive covenant documents gives authority to James Hugh Lloyd (herein "Lloyd"), or his appointed agent, to make decisions regarding architectural review matters, building setback issues and fence approval; and

WHEREAS, Lloyd is now deceased and at times the above referenced authority has been exercised by John C. Curl as designee of Lloyd or Suzanne L. Livingston as heir-at-law of Lloyd; and

WHEREAS, John C. Curl and Suzanne L. Livingston now desire to transfer any authority they may have under the restrictive covenant and Planned Unit Development documents to the Board of Directors of Hampton Pointe Owners Association, Inc., the legal entity established to manage the affairs of Hampton Pointe Subdivision

NOW THEREFORE, John C. Curl and Suzanne L. Livingston hereby assign to the Board of Directors of Hampton Pointe Owner Association, Inc. all rights, duties and authority they may have under the Planned Unit Development and restrictive covenant documents for Hampton Pointe Subdivision, including but not limited to interpretation, enforcement, review and approval rights, duties and obligations as explicitly or implicitly reserved unto Lloyd in said documents.

Dated this 21st day of November, 2008

WITNESSES:

Jane S. Shriver
Mundace Hilly

John C. Curl
John C. Curl

Suzanne L. Livingston
Suzanne L. Livingston

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

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PROBATE AS TO JOHN C. CURL

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named John C. Curl sign, seal and as his act and deed deliver the within written instrument for the uses and purposes therein mentioned and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
21st day of November, 2008

Jane S. Rhine

Brendale Hilley
Notary Public for South Carolina
My Commission Expires: 3-18-12

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

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PROBATE AS TO
SUZANNE L. LIVINGSTON

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Suzanne L. Livingston sign, seal and as her act and deed deliver the within written instrument for the uses and purposes therein mentioned and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
21st day of November, 2008

Jane S. Rhine

Brendale Hilley
Notary Public for South Carolina
My Commission Expires: 3-18-12

ACKNOWLEDGED AND ACCEPTED THIS 21st DAY OF NOV, 2008.

WITNESSES:

HAMPTON POINTE OWNERS ASSOCIATION, INC.

Jane S. Shiner BY: John S. Shiner
ITS PRESIDENT

Mendall Hiley ATTEST: John S. Shiner
ITS SECRETARY



STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF FLORENCE)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Hampton Pointe Owners Association, Inc., by its President and Secretary seal and as its act and deed deliver the within written instrument for the uses and purposes therein mentioned and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this
21st day of NOV, 2008

Mendall Hiley
Notary Public for South Carolina
My Commission Expires: 3-18-12

Jane S. Shiner

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
HAMPTON POINTE
PLANNED UNIT DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS that this Instrument is made on the date hereinafter set forth by Hampton Pointe of Florence, S.C., a Limited Partnership hereinafter called "Developer", a South Carolina Limited Partnership.

WITNESSETH

WHEREAS, Developer is the sole owner in fee simple of real property which is located in Florence County, South Carolina, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and

WHEREAS, Developer desires to publish a plan for the ownership of real property within the property;

NOW, THEREFORE, Developer hereby publishes its plans as-to the use of the property.

ARTICLE I
DEFINITIONS

The following words when used in this Instrument or any amendment thereto, unless the context requires otherwise, shall have the following meanings:

Section 1.1 Assessment. "Assessment" means as owner's share of the common expenses and his contribution to the Reserve Fund assessed against such owner and the realty owned by him from time to time by the owners council in the manner hereinafter provided.

Section 1.2 Owners Association. "Owners Association" means the Hampton Pointe Owners Association, Inc., hereinafter called the "Co-Owners Council", "Council", Association, Corporation, or Home Owners Association being an organization of and limited to the Developer and Owners of the property at Hampton Pointe, Florence, South Carolina, in the form of a South Carolina corporation in which the Developer and each Owner shall own stock.

Section 1.3 Hampton Pointe shall mean and refer to that certain real property now owned by Developer together with improvements thereon described in attached Exhibit "A" and such additions thereto as may from time to time be designated by Developer. Developer reserves the right to add parcels by recording an amendment to this instrument in the office of the Clerk of Court for Florence County. SUCH ADDITIONAL PARCELS MAY BE FOR SINGLE-FAMILY USE ONLY. The addition of parcels will result in a change in the percentage interest of an Owner.

Section 1.4 Board of Directors. “Board of Directors” or “Board” means the Board of Directors of the Owners Association, and “director” or “directors” means a member or members of the Board.

Section 1.5 Common Area and Facilities. “Common Area and Facilities” and “Common Elements” means and includes all of the property, which shall in the discretion of the Developer be conveyed to the Owners Association.

Section 1.6 Common Expenses. “Common Expenses” means and includes (a) all expenses incident to the administration, operation, maintenance, repair and replacement of the Common Area and Facilities; and (b) expenses determined by the Council to be Common Expenses and which are lawfully assessed against Unit Owners.

Section 1.7 Property. “Property” means and includes all property submitted to these restrictions as described in Exhibit A and such additional parcels as may be added in the future together with all easements and rights appurtenant thereto.

Section 1.8 Developer. “Developer “ shall mean and refer to Hampton Pointe Partnership, a South Carolina partnership, its successors and assigns.

Section 1.9 Owner. “Owner” or “Co-Owner”, “Unit Owner” means the record owner, whether one or more persons or corporations, of fee simple title or leasehold estate in and to any parcel of realty within the Property excluding, however, those persons having such interest merely as security for the performance of an obligation. Parcel, lot or unit refers to the realty owned by an owner whether it be a parcel or residence.

Section 1.10 Occupant. “Occupant” means any person, firm or corporation having a leasehold interest or estate in a parcel of realty within the Property.

Section 1.11 Percentage Interest. “Percentage Interest” means the amount of stock each Owner owns as a stockholder in the Owners Association.

Section 1.12 Survey. “Survey Plat” or “Survey” means and includes the survey of the Property by Lind, Hicks & Associates, Surveyors, which will be filed for record in the office of the Clerk of Court for Florence County, South Carolina.

Section 1.13 Reserve Fund. “Reserve Fund” shall mean a fund for maintenance, operation, repair and replacement of common elements as well as special and emergency assessments necessary for the above purposes. No capital improvements in excess of Five Thousand (\$5,000.00) Dollars shall be made without approval of seventy-five (75%) percent of the lot owners.

ARTICLE II

Section 2.1 Membership. The Owner of Co-Owners of a parcel of realty shall automatically, upon becoming the Owner or Co-Owner thereof, be Stockholders in the council and shall retain ownership therein until such time as his, hers or its unit ownership ceases for any reason, at which time such stock ownership shall automatically cease. Other than as an incident to a lawful transfer of the title to a parcel of realty, neither stock in the co-owners council nor any share in the assets thereof shall be transferable, and any attempted transfer shall be null and void.

Section 2.2 Management Agreements. The council may employ a managing agent, management company or manager to whom it may delegate such duties and responsibilities, as it may deem appropriate. The Board of Directors shall have the authority to formulate the terms and conditions of any Management Agreement and all matters related thereto. The council shall be further authorized to enter into such agreements, as may be deemed necessary or desirable for the administration and operation of the common elements. Each owner by acquiring or holding an interest in any parcel or realty thereby agrees to be bound by the terms and conditions of such agreements entered into by the Board of Directors on behalf of the council. A copy of all such agreements shall be made available at the office of the council for review by each owner. Provided, however, any management agreement entered during the period the Board of Directors is controlled by the Developer may be abrogated by the Owner's Council upon ninety (90) days notice without penalty. Any subsequent agreement must be terminable by the Owner's Council for cause upon thirty (30) days written notice to the managing agent, management company or manager. Such agreement must be for a period of not less than one (1) year nor more than three (3) years and must be renewable upon the mutual consent of Owner's Council and the managing agent, management company or manager.

Section 2.3 Regulations. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Owners council through its Board of Directors. Copy of such regulations and amendments thereto shall be furnished by the Board of Directors to all Owners upon request.

ARTICLE III PROPERTY RIGHTS

Section 3.1 Units. Each unit, together with its stock shall for all purposes constitute a separate parcel of real property.

Section 3.2 Common Area and Facilities.

- (a) Percentage Interest. The various owners of realty together with the Developer shall own the Owners Association as Stockholders. The Owners Association shall own the Common Area and Facilities. Each Owner of a parcel in the property shall own stock in the Owners Association as set forth in Exhibit "B" attached hereto.

- (b) Inseparability of Percentage Interests. An Owner's stock in the Owners Association cannot be separated from the realty to which it appertains and shall be automatically conveyed or encumbered with the realty even though such interest is not expressly mentioned or described in the deed or other instruments.
- (c) Use of Common Area and Facilities. The unit owners may use the Common Area and Facilities in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other unit owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the Common Area and Facilities is intended to be used. The Board shall have the right to promulgate rules and regulations limiting the use of the Common Area and Facilities to unit owners and their guests and tenants as well as to provide for the exclusive use of a part of the Common Area and Facilities by a Unit Owner and his guests including special occasions which exclusive use may be conditioned, among other things, upon the payment of fee. Any Owner may delegate, in accordance with the provisions of this document and the By-Laws, his right to use the Common Area and Facilities to the immediate members of his family, and a limited number of guests accompanying him, or to his tenants who reside on his realty.

ARTICLE IV ASSESSMENTS

Section 4.1 Creation of Lien and Personal Obligation for Assessments. Each unit or parcel of realty is and shall be subject to a lien and permanent charge in favor of the Owners Association for the annual and special assessments set forth in Section 2 and 3 of this Article IV. Each assessment together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon parcel against which it relates, and shall also be the joint and several personal obligation of each Owner of such parcel at the time the assessment comes due and upon such owner's successor in title if unpaid on the date of the conveyance of such unit, and each and every owner by acquiring or holding an interest in any parcel thereby covenants to pay such amount to the Owners Association when the same shall become due. The purchaser of a parcel at a judicial or foreclosure sale or by deed in lieu of foreclosure shall be liable only for the assessment coming due after the date of such sale.

Section 4.2 Annual Assessments. No later than August 1 of each calendar year, the Board of Directors shall set the annual assessments by estimating the Common Expenses and Reserve Fund Requirements to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses and Reserve Fund Requirements among the owners of the realty according to their respective Percentage Interest and shall give written notice to each unit owner of the annual assessment fixed against his parcel for such immediately succeeding calendar year. The annual assessments shall include each unit's share of the expenses for upkeep, insurance, reserve fund for replacements,

maintenance and operation of the common elements owned by the Owners Association. A copy of the new budget will be mailed to each owner prior to September 1.

The annual assessments levied by the Owners Association shall be collected by the Treasurer as provided in Section 4.4 of this Article IV.

The annual assessments shall not be used to pay for the following:

- (a) Casualty insurance of individual owners on their possessions or improvements and liability insurance of such owners insuring themselves and their families individually, which shall be the sole responsibility of such Owners;
- (b) Water, sewer, telephone, cable service, gas, electrical utility, or similar charges for each owners parcel which shall also be the sole responsibility of the Owners of such parcel;
- (c) Ad valorem taxes assessed against unit owners;
- (d) Private mortgage insurance.

Developer anticipates that ad valorem taxes and other governmental assessments, if any, upon the property will be assessed by the taxing authority upon the parcel owners, and that each assessment will include the assessed value of the realty owned by the owner and the stock owned by the Owner in the Owners Association. Any such taxes and governmental assessments upon the property, which are not so assessed, shall be included in the Owners Association's budget as a recurring expense and shall be paid by the Owners Association as a Common Expense. Each parcel owner is responsible for making his own return of taxes and such return shall include such owner's stock in the Owners Association as such interest is determined by law for purposes of returning taxes. In the event the Board of Directors shall determine that the annual budget is insufficient to defray all common expenses and Reserve Fund requirements the Board of Directors is hereby authorized to make such supplemental assessments as may be required to cover all costs of management and operation of the common elements and Reserve Fund requirements.

Section 4.3 Special Assessments. In addition to the annual Assessments, the Owners Association may levy in any calendar year, special assessments for the purpose of supplementing the annual assessments and reserve fund if the same are inadequate to pay the common expenses and of defraying, in whole or in part, the cost of any construction or reconstruction, repair, maintenance, or replacement of the Common Area and Facilities including the necessary fixtures and personal property related thereto; provided, however, that any such special assessments shall have the assent of a majority of the votes represented, in person or by proxy, a meeting at which a quorum is present, duly called for the express purpose of approving such expenditure, written notice of which shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. An itemized breakdown justifying the special assessment shall accompany the special notice. The period of the Special assessments and manner of payment shall be determined by the Board.

Section 4.4 Date of Commencement of Annual Assessments; Due Dates. Although the annual assessment is calculated on a calendar year basis, each Owner of a parcel shall be obligated to pay the Treasurer of the Owners Association such assessment in equal monthly installments on or before the first day of each month during such calendar year, or in such other reasonable manner as the Board of Directors shall designate.

The annual assessments provided for in this Article IV shall as to each parcel, lot or unit commence upon the recordation of the deed conveying the parcel from the Developer. The first monthly payment of the annual assessment for each such parcel shall be an amount equal to the monthly payment for the fiscal year in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

The Owners Association shall, upon demand at any time, furnish to any owner liable for any such assessment a certificate in writing signed by an Officer of the Owners Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment stated to have been paid.

Section 4.5 Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Developer. If an assessment is not paid on the date when due, as hereinabove provided, then such Assessment together with such interest thereon and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the parcel to which it relates, and shall bind such property in the hands of the owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation and if his successor in title assumes his personal obligation such prior owner shall nevertheless remain as fully obligated as before to pay to the Owners Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such prior Owner and his successor in title if he assumes such liabilities shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior owner and his successor in title creating the relationship of principle and surety as between themselves other than one by virtue of which such prior owner and his successor in title would be jointly and severally liable to pay such amounts.

In the event any such assessment is not paid by the 10th day of the month, interest in the form of a service fee to be set by the Board of Directors shall be added to the assessment. The service fee will continue to accrue until the assessment is paid and shall be compounded semi-annually, at the option of the Board. The Owners Association may bring legal action against the parcel owner personally obligated to pay the same or foreclose its lien against the parcel to which it relates or pursue either such course at the same time or successively. In any event, the Owners Association shall be entitled also to recover attorney's fees actually incurred but not exceeding fifteen (15%) percent of the amount of the delinquent assessment, and all other costs of collection. Each owner, by his acceptance of a deed or other conveyance to a parcel within the property, vests in the

Owners Association or its agent the right and power to bring all actions against him personally for the collection of such charges including prior assessments if assumed by him as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Owners Association shall have the power to bid in the parcel at any foreclosure sale and to require, hold, lease, mortgage and convey the same. No owner may be relieved from liability from the assessment provided for herein by abandonment of hi parcel or otherwise.

Section 4.6 Subordination of the Charges and Liens to Mortgages.

- (a) The lien and permanent charge for the annual and special assessments (together with interest thereon and any cost of collection) authorized herein with respect to any parcel is hereby made subordinate to the lien of any purchase money mortgagee, its holder or assigns placed on such parcel if, but only if, all such assessments with respect to such parcel having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale under power contained in such mortgage. The subordinated lien may be extinguished by a foreclosure action brought by the holder of the mortgage; otherwise, it is not affected by the sale or other transfer of the parcel.
- (b) Such subordination is merely a subordination and shall not relieve the owner of a mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the owner; shall not relieve such property from the lien and permanent charge provided for herein except as to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a purchase money mortgagee or such mortgagees, assignee, or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by the sale under power; and no sale or transfer of such property to the mortgagee or to any other person pursuant to a foreclosure sale, or pursuant to a sale under power, shall relieve any existing or previous Owners from liability for any Assessment coming due before such sale or transfer, and shall not relieve any subsequent taker from the creation of a lien for assessments made subsequent to his taking of the property.

ARTICLE V INSURANCE AND CASUALTY LOSSES

Section 5.1 Insurance. The Board of Directors or its authorized agent must obtain insurance for all of the improvements on the common area and against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full cost of any repair, reconstruction or replacement in the event of damage or destruction from any such hazard, and shall also obtain a public

liability policy covering the common area and facilities, and all damage or injury caused by the negligence of the Owners Association or any of its agents which public liability policy shall have reasonable limits set by the Board of Directors. Premiums for all such insurance coverage obtained by the Board of Directors shall be a common expense, and all such policies shall be written in the name of the Owners Association.

ARTICLE VI EASEMENTS

Section 6.1 Utilities, Etc. There is hereby granted a blanket easement upon, across, over and under all the property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to water, gas, sewers, telephones and electricity and for ongoing development and operation of the project. Such easements include the grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the property and to affix and maintain utility wires, circuits and conducts.

Section 6.2 Other. There is hereby granted to the Owners Association, its directors, officers, agents and employees, to the managing company, and to all policeman, firemen, ambulance personnel and all similar emergency personnel, an easement to enter upon the Property or any part thereof in the proper performance of their respective duties including repairs. Except in the event of emergencies, the rights under this Section 2 of Article X shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the owner or owners affected thereby.

Section 6.3 Developer's Right to Amend. The developer retains the right to amend this document to add additional parcels as noted herein. It shall further have the right to make such amendments as shall be necessary to comply with VA, FHA, FNMA, or other government agency guidelines. The necessity for such amendments and the need to comply with such guidelines shall be in the sole discretion of the Developer and this right shall in no way obligate the Developer to adopt such amendments.

Section 6.4 Term, Covenants Running with the Land. All provisions of this Plan shall be construed to be covenants running with the land, and with every part thereof and interest therein including, but not limited to, every unit and the appurtenances thereto; and each and every provision of the deed shall bind and inure to the benefit of all unit owners and claimants of the land or any part thereof interest therein, and their heirs, executors, administrators, successors and assigns.

Section 6.5 Enforcement. Each owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth herein or in the deed to his unit. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both maintainable by the Board of Directors on behalf of the Owners Association or

any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Unit Votes. Each unit shall be entitled to stock on the Owners Association and for all other purposes herein equivalent to the percentage interest appurtenant to such unit and such vote shall be exercisable by the Owner or Owners of such Unit through the member assigned to represent such unit pursuant to Section 3 of Article 1 of the By-Laws.

IN WITNESS WHEREOF, Developer has executed the Deed this 26 day of October, 1989.

The undersigned being owners of lots described in Exhibit A which were conveyed by the Developer prior to the time of this instrument, do by their signature consent to the provisions, liens and obligations of this instrument and subject their lots to these provisions. Dated this 26th day of October, 1989.

HAMPTON POINTE OF FLORENCE, S.C.,
A limited partnership

By: _____
H.P. Developer, Inc. a General Partner, by James Hugh Lloyd President & Secretary

Hugh Lloyd Co., Inc.

Elsie C. Clarke

WITNESSESS:

\work\tfb\hampton.car

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
PROBATE

PERSONALLY appeared before me the undersigned witness who being duly sworn, states that s/he saw the within named Hampton Pointe of Florence, S.C., a Limited Partnership, Hugh Lloyd Co., Inc. and Elsie C. Clarke sign, seal and as their act and deed deliver the foregoing document, and that s/he with the other subscribing witness witnessed the execution thereof.

Georgia C. Brown

SWORN to before me this
26 day of October, 1989.

W. Kenneth Eaton, Jr (L.S.)
Notary Public For South Carolina
My Commission Expires 8-4-90

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EXHIBIT A

All those certain pieces, parcels or lots of land situate, lying and being in the County of Florence, State of South Carolina, being shown on a map of Hampton Pointe Subdivision, Phase I, Final Plat by Heller & Associates, dated February, 1989, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 34 at page 85. Reference being had to the above-mentioned map for a more complete and accurate description.

EXHIBIT B PERCENTAGE OF INTEREST

Each owner of a parcel or unit shall be entitled to one share of stock in the Association as follows:

1. Detached Single Family Parcels. Each owner of a lot in a subdivision submitted to these covenants and restrictions which is intended for detached single family residences shall be entitled to one share per lot owned. This includes the Developer.

The percentage of the total ownership of stock will vary from time to time as additional parcels of various characters are subjected to these covenants and restrictions.

Each share of owners stock will pay assessments pursuant to the covenants and restrictions equal to the total assessment divided by the number of shares then outstanding. A share shall be considered outstanding after the recordation of an instrument amending these covenants and restrictions and setting forth the number of shares appurtenant to said parcel as set forth herein and the conveyance of a parcel, lot or unit as set forth in Section 4.4.

BY-LAWS
OF HAMPTON POINTE OWNERS ASSOCIATION, INC.

ARTICLE I
NAME, LOCATION AND MEMBERSHIP

Section 1. Name. The name of the corporation is Hampton Pointe Homeowners Association, Inc. (the "Corporation" or "Council").

Section 2. Location. The principal office of the Corporation shall be located at 2117-B W. Palmetto St. Suite 125, Florence, South Carolina, or at such other place as is designated by the Board of Directors. Meetings of the Board of Directors may be held at such places designated by the Board of Directors in accordance with the provisions of these By-Laws.

Section 3. Membership. Each record Owner of a fee or undivided fee interest in any Hampton Pointe Unit located at Florence, South Carolina shall be a stockholder of the Corporation, excluding persons who hold such interest under a deed to secure debt, mortgage or deed of trust. Ownership in the Corporation shall be confined to such Owners and shall be appurtenant to and inseparable from Unit ownership. Such Owner or Owners of each unit shall designate in writing delivered to the Secretary from among such Owner or Owners of such Unit, or a member of the immediate family of such Owner or Owners, and such member shall represent the Owner or Owners of such Unit in connection with the activities of the Council and exercise the voting rights thereof. Such designation shall be valid until revoked in writing delivered to the Secretary or until such Owner sells his Unit whichever event shall first occur. All stock issued shall be no par value stock and shall not exceed the number of Units in Hampton Pointe Planned Unit Development. Shares shall be issued to such Owner or Owners so that such Owner or Owners will own one share of stock for each Unit owned as described in the Covenants and Restrictions for Hampton Pointe Planned Unit Development.

Section 4. Suspension of Membership and Voting Rights. During any period in which an Owner or Owners of a Unit shall be in default of the payment of any annual or special Assessment levied by the Council, the voting rights of the member designated by such Owner or Owners and the rights of such Owner or Owner's, the members of their family or families and the tenants who reside in such Owner or Owner's Unit to use and enjoy the Common Area and Facilities may also be suspended by the Board of Directors until such time as the Assessment has been paid. Such rights may also be suspended by the Board of Directors for the violation of the published rules and regulations with respect to the use of the Common Area and Facilities as published from time to time by the Board of Directors. Such rules shall be kept in the Office of the Council as a matter of record, and copies thereof shall be furnished to any Unit Owner on request.

Section 5. Applicability. These By-Laws are applicable to Hampton Pointe; and are binding on all Owners, their families, tenants and guests, and any other person residing in or occupying a Unit. Each person who accepts a deed to, a lease of or who occupies any Unit thereby consents to be bound by the provisions of these By-Laws.

ARTICLE II DEFINITIONS

Section 1. Definitions. The terms used in these By-Laws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the Planned Unit Development recorded for Hampton Pointe to which these By-Laws are annexed. "Unit" shall mean a lot in Hampton Pointe.

ARTICLE III PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Delegation of Property Rights. Each stockholder of the Corporation shall be entitled to the use and enjoyment of the Common Area and Facilities. Any stockholder may assign his rights of enjoyment and use of the Common Area and Facilities to the members of his immediate family, to his guests, or to his tenants who reside in his Unit. Such stockholder shall notify the Secretary of the Council in writing of the name or names of any such assignees. The rights and privileges of such assignees are subject to suspension to the same extent of those of the member.

ARTICLE IV MEETINGS OF STOCKHOLDERS

Section 1. Place of Meeting. Meetings of the Stockholders shall be held at Hampton Pointe, Florence, South Carolina, at such suitable place convenient to the members as may be designated by Developer with regard to the first annual meeting and by the Board of Directors with regard to all subsequent meeting.

Section 2. Annual Meeting. The first annual meeting of members shall be called by Developer and shall be held not later than three (3) years after the first Unit is sold. As used in these By-Laws, "sold" shall mean the recording of a deed or Contract of Sale conveying at least one Unit in the office of the Clerk of Court of Florence County, South Carolina at Florence, South Carolina. Thereafter regular annual meetings shall be held on the third Saturday in the same month of the year in which the first annual meeting was held of each calendar year at the premises unless otherwise provided by the stockholders at any previous meeting. If the date of the annual meeting shall fall on a legal holiday, the meeting shall be held at the same hour on the next following business day.

Section 3. Special Meetings. Special meetings of the stockholders may be called at any time by the President, by resolution of the Board of Directors, or upon the receipt of the Secretary of a petition signed by stockholders holding greater than thirty (30%) percent of the total outstanding stock of the Corporation. The call of a special meeting shall be by

notice stating date, time, place, purpose and order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

Section 4. Notice Of Meetings. The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each stockholder at the last address of such stockholder furnished to the secretary, at least ten but not more than thirty days prior to such meeting. Such notice shall also be mailed to any first mortgagee of any individual Unit who so requests in writing, mailing notices as herein provided shall be deemed delivery thereof. Any stockholder may waive notice of the meeting in writing either before or after the meeting. Attendance of a stockholder at a meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the meeting, any objection to the transaction of business, shall constitute waiver of notice and any objection of any nature what so ever as to the transaction of any business at such meeting. Notice given to one tenant in common, joint tenant or tenant by the entirety shall be deemed notice to all such Owners.

Section 5. Order of Business. The order of business at each annual meeting shall be as follows:

- a. Roll call
- b. Proof of notice or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Reports of officers
- e. Reports of committees, if any
- f. Election of directors
- g. Unfinished business
- h. New business

Section 6. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of stockholders holding not less then fifty-one (51%) percent of the total stock of the Corporation. If a quorum shall not be present at any meeting, a majority vote of that percentage present, in person or by proxy, may adjourn the meeting from time to time until a quorum can be obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 7. Voting Rights. The Corporation shall have one class of voting membership, which shall consist of all Owners of Units in Hampton Pointe. The person designated by the Owner or Owners of each Unit shall be entitled to cast the number of votes equal to the shares of stock owned by such Owner or Owners. Shares shall not be divisible nor may the vote thereof be cast in part. In addition to those voting rights granted herein, and any provisions herein or in the By-Laws to the contrary notwithstanding, Developer shall have the rights and powers as set forth in the Planned Unit Development for Hampton Pointe.

Section 8. Proxy. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the designated time of each meeting. Any stockholder may by his written proxy designate an agent to cast his vote. Otherwise, the proxy shall be deemed to cover the authority to execute consents and waivers and to exercise the right to examine the books and records of the Council. A proxy may be revocable or irrevocable, but it shall be deemed revocable at will unless otherwise stated. No proxy can be honored until delivered to the Secretary of the Corporation. If at least thirty (30) days prior to a duly called meeting, an Owner is informed by first class mail of (i) the time and place of the meeting, (ii) the agenda for the meeting, and (iii) such data as is then available relative to issues on which there will be a vote, and a proxy form is included in such mailing, but the Owner neither attends the meeting nor returns his or her executed proxy, then such Owner shall be deemed to have given his or her proxy vote to and for the majority present and voting and further shall be deemed present when determining a quorum.

Section 9. Majority Vote. Acts authorized, approved or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be the acts of the Corporation, except where a higher percentage vote is required by there By-Laws or by law, and shall be binding for all purposes.

Section 10. Action Without Meeting. Any action which may be taken at a meeting of the stockholders may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken shall be signed by persons who would be entitled to vote sixty (60%) percent of the stock at a meeting and such consent is filed with the Secretary of the Council and is inserted in the Minutes Book thereof.

ARTICLE V BOARD OF DIRECTORS, NUMBER POWERS AND MEETINGS

Section 1. Number. The business and affairs of the Corporation shall be governed by a Board of Directors (herein sometimes referred to as the "Board") all of whom shall be titled Owners of the Units in Hampton Pointe at all times during their terms as directors except as set forth in the Planned Unit Development for Hampton Pointe. The initial Board consisting of seven (7) individuals shall be elected at the first meeting of stockholders. Each director shall be at least twenty-one (21) years of age and any qualified director may be re-elected. Each director shall hold office until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified.

Section 2. Powers and Duties. The Board of Directors shall direct the affairs of the Corporation and, subject to any restrictions imposed by law, by the Planned Unit Development, or these By-Laws, may exercise all of the powers of the Council. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Planned Unit Development, or these By-Laws as it may deem necessary or appropriate in the exercise of its powers, including, without limitation, the establishment and amendment from time to time of reasonable regulation governing the use of the Common Area and Facilities; and the proposing of budgets and reserves for the Corporation. Additionally, the Board of Directors shall require that all employees of the

Corporation, if any, handling and responsible for Corporation funds furnish adequate fidelity bonds. The premium of such bonds shall be paid by the Corporation.

Section 3. Management. Management of the property of the Corporation shall be by the Board of Directors, which may at its option delegate such duties to a licensed property management company. At all times the management company must meet the requirements imposed upon property managers by the South Carolina Real Estate Commission. Compensation paid to the management company will be based upon competitive rates as charged by the other area management companies. Duties of the management company shall include, but not be limited to, the care, upkeep, and surveillance of the property and its general or limited common elements and services. Its duties shall further include the designation and dismissal of personnel necessary for managing the Corporation and its Property and such other duties as may be assigned by the Board of Directors.

Section 4. Election and Term of Office. Directors shall be elected at the annual meeting. Initially, three (3) directors shall be elected and serve for a three (3) year term; three (3) directors shall be elected and serve for a two (2) year term; and one (1) director shall be elected and serve for a one (1) year term. Thereafter all directors shall serve three (3) year terms.

Section 5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Stockholders shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person elected shall be a director until a successor is elected at the next annual meeting of the Council. Vacancies caused by the removal by a vote of the stockholders shall be filled by vote of the Council at the same meeting at which a director or directors were removed.

Section 6. Removal of Directors. At any regular or special meeting of the Stockholders duly called, any one or more of the directors, may be removed with or without cause by a vote of eighty (80%) percent of the total shares of stock authorized to vote thereon, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by an Owner or Owners shall be given an opportunity to be heard at such meeting. Sale of his Unit by a director shall automatically terminate his directorship.

Section 7. Regular Meetings. The first regular meeting of the Board of Directors shall be held immediately following the first annual meeting of the stockholders of the Corporation and regular meetings thereafter shall be held on such dates and at such time and place, but not less frequently than semiannually, as may be fixed from time to time by resolution of the Board. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day of such meeting; provided, however, notice of the first regular meeting shall not be required to be given to the directors provided that majority of the entire Board is present

at such meeting. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day, which is not a legal holiday.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, and above defined mortgagee, given personally or by mail, telephone, telegraph, which notice shall state the date, time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any director may in writing, waive notice of such meetings and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the date, time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the qualified directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Compensation. No directors shall receive compensation for any service he may render to the Council nor shall the Council make any loan, directly or indirectly, to a director.

Section 12. Action by Board Without a Meeting. The Board of Directors shall have the right to take any action, which it could take at a meeting by obtaining the written approval of all directors thereto. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 13. Liability of Directors. To the extent permitted by the laws of the State of South Carolina made and provided, no director shall be liable to any owner for injury or damage caused by such director in the performance of his duties unless due to the willful misfeasance or malfeasance of such director. Furthermore, each director shall be indemnified by the Council against all liabilities and expense, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be party or in which he becomes involved by reason of his being or having been a director of the Corporation, whether or not he is a director of the Corporation at the times when such expenses and liabilities are incurred, except in such cases where the directors is adjudged guilty of willful misfeasance or malfeasance in performance of his duties; provided, however, that in the event of settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest

of the Corporation. Such indemnity shall be the subject to the approval by the stockholders of the Corporation only when such approval is required by the laws of the State of South Carolina made and provided.

ARTICLE VI OFFICERS

Section 1. Number and Election. There shall be elected annually by and from the Board of Directors a President (who shall also be Chairman of the Board), a Secretary and a Treasurer. The office of Secretary and Treasurer may be filled by the same person. The directors may also elect from time to time such other officers as in their judgment may be needed, which officers need not be directors.

Section 2. Removal and Vacancies. Except as herein provided to the contrary, the officers shall be elected annually and hold office at the pleasure of the Board. A vacancy in any office may be filled by the Board at its next meeting. The Officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 3. Duties. The duties of the officers shall be as follows:

- (a) President. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and the Stockholders, shall see that orders and resolutions of the Board are carried out, shall appoint such committees consisting of Stockholders as in his opinion are necessary, shall co-sign with the Treasurer all promissory notes and similar documents, if any, and shall perform such other duties as may be delegated to him by the Board. He shall have all general powers and duties which are incident to the office of President of a corporation organized under the laws of the State of South Carolina made provided and control and management of the Corporation in accordance with such laws and these By-Laws.
- (b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the stockholders; keep appropriate current records, showing the stockholders together with their addresses and designating those members entitled to vote; keep custody of and attest the seal of the Council; and perform such other duties as may be required of him by the Board or incident to the office of Secretary of a corporation organized under the laws of the State of South Carolina made and provided.
- (c) Treasurer. The Treasurer shall be responsible for the funds of the Corporation unless the managing company collects and disburses funds. The Treasurer shall co-sign with the President all promissory notes and similar documents, shall maintain full and accurate fiscal accounts and records, and shall perform such other duties as may be designated by the Board of Directors or incident to the office of Treasurer under the laws of the State of South Carolina made and provided.

Section 4. Compensation. No directors or officer shall receive compensation for any service he may render to the Council nor shall the council make any loan, directly or

indirectly to a director or officer. This section does not preclude compensation to any management company.

Section 5. Liability of Officers. To the extent permitted by the laws of the State of South Carolina made and provided, no officer shall be liable to any Owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the Corporation against all liabilities and expense, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be party or in which he becomes involved by reason of his being or having been an officer of the Corporation, at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Council. Such indemnity shall be the subject to the approval by the stockholders only when such approval is required by the laws of the State of South Carolina made and provided.

ARTICLE VII OBLIGATIONS OF THE OWNERS

Section 1. Agreements. All Owners are obligated to pay monthly assessments of the Corporation as provided in the Planned Unit Development to meet common expenses and reserves, which may include the expense of liability insurance coverage and/or hazard insurance coverage, or for repair and reconstruction. An Owner is required to reimburse the Corporation for any expense incurred by it in repairing or replacing Common Elements and Facilities damaged by such Owner.

Section 2. Right of Entry. Each Owner by accepting a deed to a Unit thereby grants to the managing agent or such other person designated by the Board of Directors, in the event of fire or some similar emergency, the right to enter the same regardless of whether such Owner is present at such time.

Section 3. Conduct. All Owners, their families, guests, visitors and tenants, and each occupant of a Unit shall at all times observe the published rules of conduct which may be established from time to time by the Corporation or its Board of Directors.

Section 4. Notices. An Owner who mortgages his dwelling or executes and delivers a deed to secure debt, deed of trust or other security instrument which may become a lien on his Unit shall, if requested, notify the President or the Board of Directors of the name and address of his mortgagee, or the holder of such deed to secure debt, deed of trust or security instrument. Further, the Owner authorizes the Corporation to furnish information to the mortgagees regarding unpaid assessments, taxes or other reasonable information concerning such Unit.

ARTICLE VIII
BOOKS AND RECORDS

Section 1. Inspection. The books, records and papers the Council shall at all times during reasonable business hours be subject to inspection by any stockholder or 1st Mortgagee of any Owner at the principal office of the Council. The Planned Unit Development and By-Laws of the Council shall be available for inspection by any stockholder at the principal office of the Council where copies may be purchased for a reasonable price.

ARTICLE IX
ASSOCIATION SEAL

Section 1. Description. The Council shall have a seal in circular form having within its circumference the words: "Hampton Pointe Owners Association, Inc.".

ARTICLE X
AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by a vote of not less than seventy-five (75%) percent of the total number of outstanding shares at a duly constituted meeting for such purposes. The developer retains the right to amend this document to add additional parcels as noted in the Planned Unit Development. It shall further have the right to make such amendments as shall be necessary to comply with VA, FHA, FNMA, or other government agency guidelines. The necessity for such amendments and the need to comply with such guidelines shall be in the sole discretion of the Developer and this right shall in no way obligate the Developer to adopt such amendments.

Each Owner of a Unit by accepting a deed agrees to be bound by and benefit from any such amendment hereto.

Section 2. Conflicts. In the event of any conflict between provisions of the Planned Unit Development and the provisions of these By-Laws, the provisions of the Planned Unit Development shall control.

ARTICLE XI
DIVIDENDS

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law, its Charter and By-Laws. Dividends, when declared, shall be apportioned and paid to the Reserve Fund and future assessments as determined by the Board of Directors.

ARTICLE XII
CLOSING TRANSFER BOOKS AND FIXING RECORD DATE

For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive credit for any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may provide that the stock transfer books, shall be closed for a stated period of time, but not to exceed, in any case, fifty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting.

In lieu of closing the sock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such record date in any case to be not more than fifty days and, in case of a meeting of shareholders, not less than ten days immediately preceding the date on which the particular action requiring such determination of shareholders is to be taken.

If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive credit for a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

CERTIFICATION

I, the undersigned, do hereby certify: THAT I am the duly elected and acting Secretary of the HAMPTON POINTE OWNERS ASSOCIATION, INC., a South Carolina Corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this ____ day of _____, 1989.

SECRETARY

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STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
DECLARATION AND PROTECTIVE
COVENANTS TO HAMPTON POINTE
SUBDIVISION, PHASE I

WHEREAS, Hampton Pointe of Florence, S.C., a Limited Partnership, is the owner of all those certain lots of land situate in the County of Florence, State of South Carolina as shown on a plat by Heller & Associates, Inc., dated February, 1989, said plat having been recorded in the office of the Clerk of Court for Florence County in Plat Book 34 at page 85; and

WHEREAS, the said Hampton Pointe of Florence, S.C., a Limited Partnership, is desirous of restricting the lots shown on said plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon said Hampton Pointe of Florence, S.C., a limited Partnership, and all other persons purchasing or acquiring property in said development, his/her/their heirs, executors, administrators, successors and assigns, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Hampton Pointe of Florence, S.C., a Limited Partnership, does hereby, for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupance of all of the lots of land shown on the aforementioned plat, and each of which, when sold, shall be subject to and be binding upon all persons owing or purchasing said property, their heirs, successors and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
3. The layout of the lots as shown in said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.

4. Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwelling, not to exceed two and one-half stories in height and a attached private garage or attached carport for not more than three (3) cars.
5. Except as provided herein no residence shall be erected on any lot, which has less than two thousand (2000) square feet of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. The exterior of all homes must be a minimum of 70% brick except as provided below. Two copies of all plans must be submitted to James Hugh Lloyd or his appointed agent for approval. Approval must be in writing before construction commences. James Hugh Lloyd or his designated agent reserves the right to approve less than the 2000 square feet or to approve less than the 70% brick construction for residences on lots adjacent or contiguous with Oak Forest Subdivision or I-95 right of way.
6. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat or nearer to any side line then ten (10) feet; Corner lot sideline restrictions and irregular shape lots building line will be shown on said plat. The said property shall not further subdivided without the consent of James High Lloyd, his heirs or assigns. James Hugh Lloyd, his heirs or assigns reserves the right in case of hardship to waive restrictions as to building lines and as to the facing of residences.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial breeding purposes.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. No trailer camper or motor home shall be situated on any lot in such a way as to be visible from the front of said lot.
9. No fence of any kind shall be built on or around any of the said lots without the written approval of the James Hugh Lloyd, being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval to be by instrument duly executed and

acknowledged by said James Hugh Lloyd. Such approval shall be for fences in backyards only. No fences will be permitted in the front yard. All fences, facing front streets or side streets must be of the same brick used in construction of house. Gates may be of wrought iron or wood, but must be painted. No chain link fences will be permitted,

10. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any sign or advertising sign, other than a sign advertising the property for sale or rent be erected on said lots.
11. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
12. The grantor, its successors and assigns, retains an easement for the maintenance, constructions and repair of a drainage system, the area as shown on said map for drainage purposes.
13. Each lot owner shall be responsible for his or its prorata share or portion of the street light utility bill.
14. All homes must be constructed on the site and no preconstructed home or modular home will be permitted.
15. All driveways will be of asphalt, concrete or brick construction. No slag or dirt driveways to be allowed.
16. The developer reserves the right to subject the real property in this subdivision to a contract with Pee Dee Co-op or other utility company for installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Pee Dee Co-op by the owner of each building.
17. Each lot owner shall be responsible for the damage to curb, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers.
18. While home is under construction each lot owner will be responsible for debris, or materials scattered on dirt, on right of way, curb or street.

19. Piers shall not extend into the Lake Hampton further than five (5') feet from high water mark and design must be submitted and approved in writing prior to construction.
20. No antennas, or satellite dishes shall be erected in front yard or side yard facing a street.
21. Swimming pools and other recreational facilities, including any type outbuildings used in connection with such facilities, must be approved in writing by the developers.

IN WITNESS WHEREOF, Hampton Pointe of Florence, S.C., a Limited Partnership, has caused these restrictions to be executed in his name and his seal to be hereto affixed this 10 day of May, 1989. The same to be binding on his heirs and assigns.

Signed, Sealed and
Delivered in the
Presence of:

W. Kenneth Eaton, Jr. (L.S.)
Notary Public For South Carolina
My Commission Expires 8-4-90

Hampton Pointe of Florence,
S.C., a Limited Partnership
By H.P. Developers, Inc.
General Partner

By: _____
James Hugh Lloyd
President and Secretary

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

PERSONALLY appeared before me the undersigned witness, and made oath that s/he saw the within named Hampton Pointe of Florence, S.C., a Limited Partnership, sign seal and as its act and deed, deliver the within instrument for the uses and purposes therein described, and that s/he with the other subscribing witnesses witnessed the execution thereof.

SWORN to before me this
10 day of May, 1989.

W. Kenneth Eaton, Jr. (L.S)
Notary Public for South Carolina

My Commission Expires: 8-4-90

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STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
DECLARATION AND PROTECTIVE
COVENANTS TO HAMPTON POINTE
SUBDIVISION, PHASE II

WHEREAS, Hampton Pointe of Florence, S.C., a Limited Partnership, is the owner of all those certain lots of land situate in the County of Florence, State of South Carolina as shown on a plat by Heller & Associates, Inc., dated _____ 1989, said plat having been recorded in the office of the Clerk of Court for Florence County in Plat Book 34 at page 85; and

WHEREAS, the said Hampton Pointe of Florence, S.C., a Limited Partnership, is desirous of restricting the lots shown on said plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon said Hampton Pointe of Florence, S.C., a limited Partnership, and all other persons purchasing or acquiring property in said development, his/her/their heirs, executors, administrators, successors and assigns, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Hampton Pointe of Florence, S.C., a Limited Partnership, does hereby, for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupance of all of the lots of land shown on the aforementioned plat, and each of which, when sold, shall be subject to and be binding upon all persons owing or purchasing said property, their heirs, successors and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
3. The layout of the lots as shown on said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.

4. Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwelling, not to exceed two and one-half stories in height and an attached private garage or attached carport for not more than three (3) cars.
5. Except as provided herein no residence shall be erected on any lot, which has less than two thousand (2000) square feet of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. The exterior of all homes must be a minimum of 70% brick. James Hugh Lloyd reserves the right to change this requirement for homes with two thousand three hundred (2300) or more square feet of heated area. Two copies of all plans must be submitted to James Hugh Lloyd or his appointed agent for approval. Approval must be in writing before construction commences. James Hugh Lloyd or his designated agent reserves the right to approve less than the 2000 square feet or to approve less than the 70% brick construction for residences on lots adjacent or contiguous with Oak Forest Subdivision or I-95 right of way.
6. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat or nearer to any side line than ten (10) feet. Corner lot sideline restrictions and irregular shape lots building line will be shown on said plat. The said property shall not be further subdivided without the consent of James Hugh Lloyd, his heirs or assigns. James Hugh Lloyd, his heirs or assigns reserves the right in case of hardship to waive restrictions as to building lines and as to the facing of residences.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial breeding purposes.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. No trailer camper or motor home shall be situated on any lot in such a way as to be visible from the front of said lot.
9. No fence of any kind shall be built on or around any of the said lots without the written approval of the James Hugh Lloyd, being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval to be by instrument duly executed and

acknowledged by said James Hugh Lloyd. Such approval shall be for fences in backyards only. No fences will be permitted in the front yard. All fences, facing front streets or side streets must be of the same brick used in construction of house. Gates may be of wrought iron or wood, but must be painted. No chain link fences will be permitted,

10. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any sign or advertising sign, other than a sign advertising the property for sale or rent be erected on said lots.
11. Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
12. The grantor, its successors and assigns, retains an easement for the maintenance, constructions and repair of a drainage system, the area as shown on said map for drainage purposes.
13. Each lot owner shall be responsible for his or its prorata share or portion of the street light utility bill.
14. All homes must be constructed on the site and no preconstructed home or modular home will be permitted.
15. All driveways will be of asphalt, concrete or brick construction. No slag or dirt driveways to be allowed.
16. The developer reserves the right to subject the real property in this subdivision to a contract with Pee Dee Co-op or other utility company for installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Pee Dee Co-op by the owner of each building.
17. Each lot owner shall be responsible for the damage to curb, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers.
18. While home is under construction each lot owner will be responsible for debris, or materials scattered on dirt, on right of way, curb or street.
19. Piers shall not extend into the Lake Hampton further than five (5') feet from high water mark and design must be submitted and approved in writing prior to construction.

20. No antennas, or satellite dishes shall be erected in front yard or side yard facing a street.
21. Swimming pools and other recreational facilities, including any type outbuildings used in connection with such facilities, must be approved in writing by the developers.

IN WITNESS WHEREOF, Hampton Pointe of Florence, S.C., a Limited Partnership, has caused these restrictions to be executed in his name and his seal to be hereto affixed this ___ day of ____, 1989. The same to be binding on his heirs and assigns.

Signed, Sealed and
Delivered in the
Presence of:

Hampton Pointe of Florence,
S.C., a Limited Partnership
By H.P. Developers, Inc.
General Partner

By: _____
James Hugh Lloyd
President and Secretary

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

PERSONALLY appeared before me the undersigned witness, and made oath that s/he saw the within named Hampton Pointe of Florence, S.C., a Limited Partnership, sign seal and as its act and deed, deliver the within instrument for the uses and purposes therein described, and that s/he with the other subscribing witnesses witnessed the execution thereof.

SWORN to before me this
___ day of ____, 1989.

(L.S)
Notary Public for South Carolina

My Commission Expires: _____

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STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
DECLARATION AND PROTECTIVE
COVENANTS TO HAMPTON POINTE
SUBDIVISION, PHASE III

WHEREAS, Hampton Pointe of Florence, S.C., a Limited Partnership, is the owner of all those certain lots of land situate in the County of Florence, State of South Carolina as shown on a plat by Lind- Hicks & Associates, Inc., dated June 22, 1993, said plat having been recorded in the office of the Clerk of Court for Florence County in Plat Book 51 at page 254; and

WHEREAS, the said Hampton Pointe of Florence, S.C., a Limited Partnership, is desirous of restricting the lots shown on said plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon said Hampton Pointe of Florence, S.C., a limited Partnership, and all other persons purchasing or acquiring property in said development, his/her/their heirs, executors, administrators, successors and assigns, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Hampton Pointe of Florence, S.C., a Limited Partnership, does hereby, for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupance of all of the lots of land shown on the aforementioned plat, and each of which, when sold, shall be subject to and be binding upon all persons owing or purchasing said property, their heirs, successors and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
3. The layout of the lots as shown in said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.
4. Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwelling, not to exceed two and one-half stories in

height and a attached private garage or attached carport for not more than three (3) cars.

5. Except as provided herein no residence shall be erected on any lot, which has less than two thousand (2000) square feet of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. The exterior of all homes must be a minimum of 90% brick or stucco. James Hugh Lloyd reserves the right to change this requirement for homes with two thousand nine hundred (2900) or more square feet of heated area. Two copies of all plans must be submitted to James Hugh Lloyd or his appointed agent for approval. Approval must be in writing before construction commences.
6. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat or nearer to any side line than ten (10) feet; Corner lot sideline restrictions and irregular shape lots building line will be shown on said plat. The said property shall not further subdivided without the consent of James High Lloyd, his heirs or assigns. James Hugh Lloyd, his heirs or assigns reserves the right in case of hardship to waive restrictions as to building lines and as to the facing of residences.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial breeding purposes.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. No trailer camper or motor home shall be situated on any lot in such a way as to be visible from the front of said lot.
9. No fence of any kind shall be built on or around any of the said lots without the written approval of the James Hugh Lloyd, being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval to be by instrument duly executed and acknowledged by said James Hugh Lloyd. Such approval shall be for fences in backyards only. No fences will be permitted in the front yard. All fences, facing front streets or side streets must be of the same brick used in construction of house. Gates may be of wrought iron or wood, but must be painted. No chain link fences will be permitted,

10. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any sign or advertising sign, other than a sign advertising the property for sale or rent be erected on said lots.
11. Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
12. The grantor, its successors and assigns, retains an easement for the maintenance, construction and repair of a drainage system, the area as shown on said map for drainage purposes.
13. Each lot owner shall be responsible for his or its prorata share or portion of the street light utility bill.
14. All homes must be constructed on the site and no preconstructed home or modular home will be permitted.
15. All driveways will be of asphalt, concrete or brick construction. No slag or dirt driveways to be allowed.
16. The developer reserves the right to subject the real property in this subdivision to a contract with Pee Dee Co-op or other utility company for installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Pee Dee Co-op by the owner of each building.
17. Each lot owner shall be responsible for the damage to curb, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers.
18. While home is under construction each lot owner will be responsible for debris, or materials scattered on dirt, on right of way, curb or street.
19. Piers shall not extend into the Lake Hampton further than five (5') feet from high water mark and design must be submitted and approved in writing prior to construction.
20. No antennas, or satellite dishes shall be erected in front yard or side yard facing a street.
21. Swimming pools and other recreational facilities, including any type outbuildings used in connection with such facilities, must be approved in writing by the developers.

22. Each lot owner whether or not they have built their home must keep their land clean and mowed comparable to other lots and homes in the neighborhood.

IN WITNESS WHEREOF, Hampton Pointe of Florence, S.C., a Limited Partnership, has caused these restrictions to be executed in his name and his seal to be hereto affixed this 8th day December, 1993. The same to be binding on his heirs and assigns.

Signed, Sealed and
Delivered in the
Presence of:

Hampton Pointe of Florence,
S.C., a Limited Partnership
By H.P. Developers, Inc.
General Partner

By: _____
James Hugh Lloyd
President and Secretary

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

PERSONALLY appeared before me the undersigned witness, and made oath that s/he saw the within named Hampton Pointe of Florence, S.C., a Limited Partnership, sign seal and as its act and deed, deliver the within instrument for the uses and purposes therein described, and that s/he with the other subscribing witnesses witnessed the execution thereof.

SWORN to before me this
8 day of December, 1993.

_____(L.S)
Notary Public for South Carolina

My Commission Expires: 4-4-2000

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
DECLARATION AND PROTECTIVE
COVENANTS TO HAMPTON POINTE
SUBDIVISION, PHASE IV

WHEREAS, Hampton Pointe of Florence, S.C., a Limited Partnership, is the owner of all those certain lots of land situate in the County of Florence, State of South Carolina as shown on a plat by Lind- Hicks & Associates, Inc., dated November 30, 1994, said plat having been recorded in the office of the Clerk of Court for Florence County in Plat Book 55 at page 450; and

WHEREAS, the said Hampton Pointe of Florence, S.C., a Limited Partnership, is desirous of restricting the lots shown on said plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon said Hampton Pointe of Florence, S.C., a limited Partnership, and all other persons purchasing or acquiring property in said development, his/her/their heirs, executors, administrators, successors and assigns, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Hampton Pointe of Florence, S.C., a Limited Partnership, does hereby, for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupance of all of the lots of land shown on the aforementioned plat, and each of which, when sold, shall be subject to and be binding upon all persons owing or purchasing said property, their heirs, successors and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
3. The layout of the lots as shown in said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted.
4. Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot

other than single family dwelling, not to exceed two and one-half stories in height and a attached private garage or attached carport for not more than three (3) cars.

5. Except as provided herein no residence shall be erected on any lot, which has less than two thousand (2000) square feet of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. The exterior of all homes must be a minimum of 90% brick or stucco. James Hugh Lloyd reserves the right to change this requirement for homes with two thousand five hundred (2500) or more square feet of heated area. Two copies of all plans must be submitted to James Hugh Lloyd or his appointed agent for approval. Approval must be in writing before construction commences.
6. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines shown on the recorded plat or nearer to any side line then ten (10) feet; Corner lot sideline restrictions and irregular shape lots building line will be shown on said plat. The said property shall not further subdivided without the consent of James High Lloyd, his heirs or assigns. James Hugh Lloyd, his heirs or assigns reserves the right in case or hardship to waive restrictions as to building lines and as to the facing of residences.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial breeding purposes.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. No trailer camper or motor home shall be situated on any lot in such a way as to be visible from the front of said lot.
9. No fence of any kind shall be built on or around any of the said lots without the written approval of the James Hugh Lloyd, being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval to be by instrument duly executed and acknowledged by said James Hugh Lloyd. Such approval shall be for fences in backyards only. No fences will be permitted in the front yard. All fences, facing front streets or side streets must be of the same brick used in construction of house. Gates may be of wrought iron or wood, but must be painted. No chain link fences will be permitted,

10. None of the numbered lots shown on said plat shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any sign or advertising sign, other than a sign advertising the property for sale or rent be erected on said lots.
11. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
12. The grantor, its successors and assigns, retains an easement for the maintenance, constructions and repair of a drainage system, the area as shown on said map for drainage purposes.
13. Each lot owner shall be responsible for his or its prorata share or portion of the street light utility bill.
14. All homes must be constructed on the site and no preconstructed home or modular home will be permitted.
15. All driveways will be of asphalt, concrete or brick construction. No slag or dirt driveways to be allowed.
16. The developer reserves the right to subject the real property in this subdivision to a contract with Pee Dee Co-op or other utility company for installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Pee Dee Co-op by the owner of each building.
17. Each lot owner shall be responsible for the damage to curb, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers.
18. While home is under construction each lot owner will be responsible for debris, or materials scattered on dirt, on right of way, curb or street.
19. Piers shall not extend into the Lake Hampton further than five (5') feet from high water mark and design must be submitted and approved in writing prior to construction.
20. No antennas, or satellite dishes shall be erected in front yard or side yard facing a street.
21. Swimming pools and other recreational facilities, including any type outbuildings used in connection with such facilities, must be approved in writing by the developer

22. Each lot owner whether or not they have built their home must keep their land clean and mowed comparable to other lots and homes in the neighborhood.

IN WITNESS WHEREOF, Hampton Pointe of Florence, S.C., a Limited Partnership, has caused these restrictions to be executed in his name and his seal to be hereto affixed this 5th day January, 1995. The same to be binding on his heirs and assigns.

Signed, Sealed and
Delivered in the
Presence of:

Hampton Pointe of Florence,
S.C., a Limited Partnership
By H.P. Developers, Inc.
General Partner

By: _____
James Hugh Lloyd
President and Secretary

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

PERSONALLY appeared before me the undersigned witness, and made oath that s/he saw the within named Hampton Pointe of Florence, S.C., a Limited Partnership, sign seal and as its act and deed, deliver the within instrument for the uses and purposes therein described, and that s/he with the other subscribing witnesses witnessed the execution thereof.

SWORN to before me this
5th day of January, 1995.

(L.S)
Notary Public for South Carolina

My Commission Expires: 4-4-2000

HAMPTON POINTE OWNERS ASSOCIATION, INC.

A COVENANT RESTRICTED COMMUNITY

COVENANT DIFFERENCES BETWEEN PHASES I, II, III, & IV

COVENANT # 5- ALL STATE, "NO RESIDENCE SHALL BE ERECTED ON ANY LOT WHICH HAS LESS THAN 2000 SQ.FT. OF HEATED FLOOR SPACE."

PHASE I

"THE EXTERIOR OF ALL HOMES MUST BE A MINIMUM OF 70% BRICK EXCEPT AS PROVIDED BELOW."

"JAMES HUGH LLOYD OR HIS DESIGNATED AGENT RESERVES THE RIGHT TO APPROVE LESS THAN THE Two Thousand (2000) SQ.FT. OR TO APPROVE LESS THAN THE 70% BRICK CONSTRUCTION FOR RESIDENCES ON LOTS ADJACENT OR CONTIGUOUS WITH OAK FOREST SUBDIVISION OR I-95 RIGHT OF WAY."

PHASE II

"THE EXTERIOR OF ALL HOMES MUST BE A MINIMUM OF 70% BRICK.

JAMES HUGH LLOYD RESERVES THE RIGHT TO CHANGE THIS REQUIREMENT FOR HOMES WITH Two Thousand Three Hundred (2300) SQ.FT OR MORE OF HEATED AREA.

"JAMES HUGH LLOYD OR HIS DESIGNATED AGENT RESERVES THE RIGHT TO APPROVE LESS THAN THE Two Thousand (2000) SQ. FT. OR TO APPROVE LESS THAN THE 70% BRICK CONSTRUCTION FOR RESIDENCES ON LOTS ADJACENT OR CONTIGUOUS WITH OAK FOREST SUBDIVISION OR I-95 RIGHT OF WAY."

PHASE III

"THE EXTERIOR OF ALL HOMES MUST BE A MINIMUM OF 90% BRICK OR STUCCO."

"JAMES HUGH LLOYD RESERVES THE RIGHT TO CHANGE THIS REQUIREMENT FOR HOMES WITH Two Thousand Nine Hundred (2900) SQ.FT OR MORE OF HEATED AREA."

PHASE IV

“JAMES HUGH LLOYD RESERVES THE RIGHT TO CHANGE THIS REQUIREMENT FOR HOMES WITH Two Thousand Five Hundred (2500) SQ.FT OR MORE OF HEATED AREA.”

COVENANT #22 : added to PHASE III & PHASE IV

“EACH LOT OWNER WHETHER OR NOT THEY HAVE BUILT THEIR HOME MUST KEEP THEIR LAND CLEAN AND MOWED COMPARABLE TO OTHER LOTS AND HOMES IN THE NEIGHBORHOOD.”

INTERPRETATION OF COVENANT #9

As stated in the HPOA Board of Directors, POLICY AND PROCEDURES MANUAL, Revision 3

“2.1 Covenant: Phase 1,2,3,4, Covenant 9: “All fences, facing front streets or side streets must be painted.”

Interpretation: Wooden gates may be stained instead of painted. The intent of this Covenant is to prevent the appearance of raw unfinished wood, and to ensure that the gates are well preserved.

“2.2 Covenant: Phase 1,2,3,4, Covenant 9: “All fences, facing front streets or side streets must be of the same brick used in construction of house.”

Interpretation: Not all house exteriors are brick; for instance, some vinyl siding is present in the Association. Materials other than wood or brick may be used under certain circumstances. Factors to consider include the “match” of the alternated material to the house exterior, relative size of the fence section, partial concealment from the road, and appearance. For example, a white vinyl picket fence may be an acceptable match with white vinyl siding. The intent of this Covenant is to ensure that the fencing visible from the street is complementary to the house exterior.

HAMPTON POINTE OWNERS ASSOCIATION, INC.

COMMON AREAS

**FRONT ENTRANCE AREA
SOCIAL COMMONS, BARRINGTON DR.
BOAT LANDING AREA, W. HAMPTON POINTE DR.
POWER LINE AREA
WETLANDS**

RULES AND REGULATIONS

THE PLANNED UNIT DEVELOPMENT (PUD), Article II, Section 2.3 AND THE BY-LAWS for HAMPTON POINTE OWNERS ASSOCIATION, Article V, Section 2, both state, "The Board of Directors may establish and amend reasonable Rules and Regulations governing the use of the Common Areas and Facilities."

HAMPTON POINTE OWNERS ASSOCIATION, INC., BY-LAWS, Article III, Section 3.2 (c) states, "The unit owners may use the Common Area and Facilities in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other unit owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the Common Area and Facilities is intended to be used."

HAMPTON POINTE OWNERS ASSOCIATION, INC., BY-LAWS, Article VII, Section 3 states, "All Owners, their families, guests, visitors and tenants, and each and every occupant of a Unit shall at all times observe the published rules of conduct which may be established from time to time by the Corporation OR its Board of Directors."

HAMPTON POINTE AGREEMENT, recorded on 12-18-08, states, "Now Therefore, John C. Curl and Suzanne L. Livingston hereby assign to the Board of Directors of Hampton Pointe Owners Association, Inc., all rights, duties and authority they may have under the Planned Unit Development and restrictive covenant documents for Hampton Pointe Subdivision, including but not limited to interpretation, enforcement, review, and approval rights, duties and obligations as explicitly or implicitly reserved unto (J. Hugh) Lloyd in said documents."

1-9-1996 - When expenditure decisions need to be made quickly & before the next scheduled board meeting, phone or email approval is acceptable. Rev. 9-10-07

4-22-1997 - No irrigating from the lake due to potential damage to the ecology of the lake, and potential damage to irrigation systems and lawns from silt and treated lake water. Rev. 4-24-08

5-11-2000 - All for sale signs at Front entrance to be removed. Rev. 9-10-07

COMMON AREAS

RULES AND REGULATIONS - continued

5-11-2000 - Open house signs are allowed for 24 hours only. Rev. 9-10-07

11-2-2000 - **Absolutely** NO WEAPONS OR FIREARMS, No BB guns, Air rifles, paintball guns, or bow & arrows, allowed on **ANY** of the Hampton Pointe common areas. This includes, but is not limited to the Wetlands and Power Line areas. ****Permanent injury is possible****
Rev. 9-10-07 Revised 1-27-09

11-2-2000 - No bikes, skateboards, or rollerblades allowed on docks. ****Permanent injury is possible**** Rev. 9-10-07

11-20-2003 – Swimming in lake is **NOT** permitted. Rev. 9-10-07 ****Herbicides and Bacteria may exist****

1-20-2003 - No personal property; such as boats, RVs, etc., to be stored for any length of time on any community owned property. Rev. 9-10-07

9-10-2007 - No golf carts, four wheelers, or any type of vehicle allowed on **any community owned property, EXCEPT in designated areas.** Orig. 9-10-07

**** The Common Area behind the gate known as “The Power Lines” is NOT a designated area for ATVs, Dirt Bikes, or Golf Carts! Hampton Pointe Owners Association, Inc. IS NOT RESPONSIBLE OR LIABLE FOR INJURY INCURRED BY UNLAWFUL ENTRY INTO THIS AREA.**

9-10-2007 - 1:00 AM Curfew for ALL Common Areas, including: the wetlands, power lines, or waterfall areas. Orig. 9-10-07

9-10-2007 - No fires allowed in any Common Areas, including “ Social Commons”, without **adults present.** Orig. 9-10-07

9-10-2007 - No littering! This includes, but is not limited to, yard clippings or debris being dumped into the lake. Orig. 9-10-07

9-10-2007 - No admittance permitted in any Common Area, except shareholders of HPOA and their guests. This is part of our covenants, but for clarity, reiterated as a Rule & Regulation. Orig. 9-10-07