

Re-record to Add Correct Exhibit A

STATE OF SOUTH CAROLINA  
COUNTY OF CHEROKEE

RESTRICTIONS FOR  
FARM LAKE

THIS DECLARATION is made this 14<sup>th</sup> day of August, 2007, by Newman & Sims Development, Inc., hereafter called the "Developer".

200700006714  
Filed for Record in  
CHEROKEE COUNTY, SC  
BRANDY W MCBEE  
10-24-2007 At 11:04 am  
RESTRIC COV 19.00  
OR Volume 12 Page 2920 - 2932E

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A". Farm Lake desires to create a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Developers declare that the real property described in Exhibit A, known as Farm Lake, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") hereafter set forth.

201600004778  
Filed for Record in  
CHEROKEE COUNTY, SC  
PHYLLIS COYLE, REGISTER OF DEEDS  
10-19-2016 At 10:58 am  
RESTRIC COV 20.00  
Volume 89 Page 469 - 482

Re-Record

ARTICLE 1

Architectural Review Committee

1. Purpose and Appointment. In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

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2. Authority. Subject to the ultimate control of the Developer, the committee is vested with legal authority by the Developer to enforce the terms of this Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contrary to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control, approve and disapprove all changes to the property, including, but not limited to, grading, clearing of the lot, tree and vegetation

removal, siting of the improvements and landscaping; (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publications of the Council of American Building Officials for One and Two Family Dwelling Units, of or any successor organization. Including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure the continued consistent development of the property. No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than eighteen hundred (1,800) square feet in the case of a one story or fourteen hundred (1,400) square feet on the ground level in the case of a two story. The minimum pitch of the roof of each dwelling of other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

A. All homes must have 25% brick, stucco, stone, or hardi-board exteriors. Design of house will determine the percentage of brick, stucco, stone or hardi-board exterior required. The minimum roof pitch shall be no less than 8/12 pitch on the main section of the structure; however, other gables on the house may be required to have more of a roof pitch if it would improve the appearance of the house. Roof must be covered by architectural shingles. The percentage of brick, stucco, stone, or hardi-board and gable roof pitch will be determined by the Developer or Architectural Committee.

B. Approved Construction – Barns: Due to the nature of the Property, it is necessary that barns and outbuildings be constructed in a workmanlike manner and shall be completely finished and enclosed on the exterior with quality construction-grade materials. Barns must be essentially closed. Aluminum siding is not allowable. In no case shall concrete block be exposed and if used for foundation or any wall, it shall be stuccoed or brick veneered.

C. Approval of Building Plans: No building or structure, whether it is the dwelling house, guest house, barn, garage, or hobby-type building shall be erected, placed or altered on the Property until the building plans, location on the tract and specifications have been approved in writing by the Developer or the Committee. The Developer or the Architectural Review Committee shall approve or disapprove the plans within thirty (30) days. Disapproval of plans, location or specifications may be for purely aesthetic reasons.

4. Building Lines. All buildings must be set back front the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and thirty (30') feet from the rear lot line. The Developer reserves the right to allow building

4. Building Lines. All buildings must be set back from the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and thirty (30') feet from the rear lot line. The Developer reserves the right to allow building set back variances as needed. The Developer is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

5. Garages. All garages shall be enclosed by doors, and such doors shall not directly face any street on which the lot abuts. The Architectural Review Committee may grant a waiver or variance of this provision, but only in cases where compliance would present an undue burden due to the configuration or terrain of the lot, or where the architectural integrity of the home would be compromised.

6. Sewage. All sewage shall be disposed of in septic tanks approved in writing by the local health officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same. Any lot approved with a septic pump system will be the responsibility of the home owner.

7. Swimming Pools. All swimming pools must be approved as to location and specifications by the Architectural Review Committee prior to construction. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry. Above ground pools are prohibited.

8. Antennae/Satellite Dishes. Radio, television or other antennae may not be placed on any lot unless the location, concealment and size of such equipment is approved in advance by the Architectural Review Committee.

9. Completion of Construction. The exterior of all homes and other structures, site work and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed.

10. Temporary Structures. No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer of the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.

11. Maintenance of Vacant Lots. Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided therein.

12. No Subdivision. Unless approved in writing by the Committee, no lots shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Developer; provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, right of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots; provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on each plat.

13. No Commercial Activity. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.

14. Landscape & Maintenance. All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

15. Street Lighting. The expenses for operation and maintenance of street lighting installed by or at the request of the Developer will be transferred to the Association. The Developer may transfer the utility expenses to the Association at any time after one (1) year from date thereof, after which time the Association shall be responsible for all costs.

16. Fuel Tanks. All fuel tanks or containers shall be buried underground in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies, agencies, and the South Carolina

17. Mail Receptacles. All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance. Payment to Developer for the uniform mailbox may be made a condition of closing a lot should the Developer elect to impose such condition. Upon delegation to the Association of Developer's rights hereunder, the Association shall have the right to prescribe rules and regulations relating to uniform mailboxes. In the absence of such rules, the mailboxes shall conform to those originally approved by the Developer.

18. Docks, Watercraft, and Water Rights. The installation of any kind of dock, float, platform or any similar structure built over, on or under the surface of any lake watercourse or waterway shall be determined by the Developer's. The construction or installation of retaining walls and barriers along the banks of the lake, watercourses or waterways for the purpose of erosion control by an Owner may be with the approval of the Developer or Association if the plans for such construction and installation meet with the approval of the Architectural Review Committee. The right to operate boats, canoes or other watercraft and the use and access to the lake, watercourses and waterways for fishing and all other purposes shall be strictly regulated and governed by the Developer in rules and regulations promulgated by the same in its sole discretion. Small boats powered by electric motors of not more than five (5) horsepower may be permitted provided they otherwise comply with restrictions set forth herein and other rules and regulations promulgated by the Board. The Developer or the Association shall have the right to delegate, assign, transfer, and/or convey any and all rights and duties as set forth in this section.

A. Use of Water: Pursuant to the regulatory approval of the State of South Carolina relative to the creation of Farm Lake, all parties, are prohibited from withdrawing any of the water from the lake.

B. No boat houses or out buildings designed to house boats or boat equipment shall be constructed on any such lots or tracts. When boats are not in use, they must be removed totally from the water, turned upside down, and placed in an orderly position on the lake shore if they are to remain on the lake shore; provided the Developer will have the right to establish rules limiting the number of boats on any given portion of the lakeshore if they deem it appropriate in order to prevent an unsightly appearance. Oars, life jackets, and similar equipment must be stored underneath the boat if it is maintained or stored in vicinity of the shoreline.

C. No swimming or water sports, such as skiing, sledding, or tubing will be allowed on the lake.

D. All fishing and boating privileges made available to Owners of Lots

D. All fishing and boating privileges made available to Owners of Lots shall be limited to the owners themselves, members of their immediate families, and guests; provided guests may ride in boats and fish from boats in the lake only if accompanied by the Owner or a member of his immediate family.

19. Trailers and Mobile Homes: Trailers, mobile homes, (including, but not limited to double wide mobile homes), or manufactured structures, transportable in one or more sections, built on a permanent affixed to the site) are strictly prohibited. A HUD-code "manufactured home" is also strictly prohibited. A "modular" residential structure is also prohibited.

20. Driveways: All driveways must be paved or concrete.

21. Erosion Control, Contamination: Prior to proceeding with any activity which may create erosion, siltation or related surface disturbances, preventive measures must be in place that provide for the prevention and control of same. Such measures may include, by way of example and not of limitation, physical devices for controlling the run-off and drainage of water, special precautions in grading, silt fences and temporary ground cover to hold the soil until permanent ground cover can be established. No activity which results in contamination of or damage to the Property shall be conducted on any portion of the Property, and each Property Owner undertaking activities involving surface disturbance shall be liable for all resulting damages from such activity and for restoration of all property damages as a result of such activity.

21. Prohibited Activities: No manufacturing or production activities or any other activity that shall cause incremental traffic by the general public shall be permitted on the Property. This includes, without limitation, commercial horse training/boarding operations. Business and professional Property Owners may use their residence as an ancillary facility to an office established elsewhere so long as such use does not cause incremental traffic by the general public. No noxious or offensive trade or activity shall be carried on upon property, nor shall anything be done thereon tending to cause danger, embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose numbers, normal activities or existence is in any way noxious, dangerous, unsightly or unpleasant that may diminish or destroy the enjoyment of other property in the neighborhood by the Property Owners. Cattle, swine, goats, poultry, fowl or exotic animals are not permitted. The storage of rubbish, debris, junk, post construction building materials, or collectibles shall not be permitted on the Property unless kept within a barn or outbuilding and out of view.

22. Fences and Maintenance of Tracts: Due to the nature of the Property, all fencing must be approved by the Developer or Committee prior to installation. No barbed wire fencing, chain link, wire mesh, or any single-strand fencing shall be erected on the Property without the written approval of the Developer or Committee. All fencing shall be wooden or vinyl board fencing; provided however that wire mesh and/or electric wire fencing may be used in conjunction with such fencing. Chain link may be

utilized for dog runs with the addition of fence boards or strips. All fences must be approved by the Developer or the Committee.

23. Service Yards: All garbage receptacles, heat pumps, water pumps, fuel tanks, permanent generators, clothes lines, wood piles, and other unsightly objects must be placed or stored behind landscape, fences or screened-in areas to conceal them from view from surrounding roads and adjacent properties.

24. Grazing Animals: Grazing animals other than horses are prohibited. No Property Owner shall keep no more than one (1) horse for each one (1) acre of land that is fenced.

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

26. Vehicles: Campers, recreational vehicles, utility trailers, boats and trailers (other than horse trailers) must be stored either entirely within a garage or barn. Golf carts are acceptable. No inoperable vehicle or vehicles without a current license plate are allowed unless stored in an enclosed building or garage. No junk or salvage automobiles are allowed on the Property at any time.

27. Membership and voting Rights in the Farm Lake Homeowners Association, Inc.

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

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

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

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

- (a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership: or
- (b) January 1, 2015.

28. Property Rights in the Common Properties:

A. Title to Common Properties: The Developer may retain the legal title any property, real or personal, which Developer desires to convey as Common Property until such time as, in the sole discretion of the Developer or the Association in able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for himself and his heirs and assigns, that he shall convey such common property not later than December 31, 2014. The conveyance by the Developer of common property may be accompanied by such reservations, restrictions, reserved easements and conditions as Developer, in his sole discretion, may elect to impose.

B. Restrictions on Common Properties: Any parcel or parcels or real property conveyed as common Properties shall be used, maintained and operated only as natural areas, landscaped or beautification areas and/or recreational areas. No other used or improvements are to be made to said real property without the express written permission on the developer, and Developer expressly reserves easement rights upon any such parcels for installation of underground utilities and for ingress and egress.

30. Covenant For Maintenance Assessments:

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

- (1) Annual assessments or charges; and
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof



as hereinafter provided, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, recreation and welfare of the lot owners in Farm Lake and in particular shall be used for the payment of the costs and expenses, including, but not limited to, the following:

- (1) Expenses for the maintenance, upkeep and improvement of Common Properties;
- (2) Payment for services in connection with the maintenance, Upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses;
- (3) Maintenance, upkeep, repair and/or replacement of the sprinkler system (if any) within the Common Properties;
- (4) For the payment of services for any street lighting assigned by Developer to the Association;
- (5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Farm Lake identifying the subdivision, containing street names or other safety signs, if any; and
- (6) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these Restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2008. For the year beginning January 1, 2008, the base maximum annual assessment shall \$300.00 per lot and shall remain \$300.00 per lot until adjusted by vote on the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. Lots owned by the Developer shall be exempted from annual assessments until such time as a dwelling shall been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Special Assessments for Capital Improvements. In addition to the Annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or

in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Lots owned by the Developer shall be exempt from special assessments until such time as a dwelling shall be constructed thereon.

E. Date of Commencement or Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2008 and on January 1 of each year thereafter. Prior to January 1, 2008 the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Section 39.D hereof shall be fixed in the resolution authorizing each assessment.

F. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 39.E above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the lot, which shall bind such lots in the hands of the then Owner, his heirs, devisees, Person Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successor in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

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

31. Enforcement By Homeowners Association. Except for approvals and rights expressly reserved herein unto Developer or its nominee, the Farm Lake Homeowners Association, Inc. shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-laws of the Association adopted in accordance with the terms hereof.

32. Delegation of Developer's Rights. All rights reserved unto the Developer herein remain exclusively with the Developer, his heirs and assigns, provided, however, Developer may assign and or delegate all or any part of such reserved rights to the Association or other agent or nominee.

33. Term of Enforcement and Amendments. These terms and conditions shall be binding upon the Developer, his heirs and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years each, unless the then Owners owning at least two-thirds (2/3) of the lots in Farm Lake agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed upon written agreement of the then Owners owning at least two-thirds (2/3) of the lots in Farm Lake. Notwithstanding anything herein to the contrary, the Developer, his heirs and assigns, reserves the right to waive, to add to, amend, release or change in any manner and in his sole discretion, any of the terms hereof, provided, however, that same shall be required to be given in writing and signed by the Developer or other authorized party.

34. Effect of Covenants and Enforcement.

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

- (1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Farm Lake is granted devised or conveyed, whether or not set forth or referred to in such deed or other instrument;
- (2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;
- (3) shall be deemed a real covenant by the Developer for himself, his heirs and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Farm Lake;
- (3) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Farm Lake which lien, with respect to any such lot

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shall be deemed a lien in favor of the Association.

35. Payment. The applicable annual assessment shall be due and payable on the first day of each calendar year in advance. All Members shall commence pro-rated payment of the annual assessment from the first day following the date of closing or on the commencement date, whichever is later. Any annual or special assessment not paid within thirty (30) days after the date of billing is past due and delinquent, provided, however, that the resolution authorizing a special assessment may specify a different payment date. The Association shall, within three (3) days after written request, furnish to any Member a certificate in writing signed by an officer of the Association setting forth the status of assessment payments. Such certificate shall be conclusive evidence to all but such Member of the status of assessment payments.

36. Delinquent Assessments. If any assessment is not paid within thirty (30) days after the past due date, the Association may bring an action against the Member personally obligated and/or an action to foreclose the lien against the property. In such event, there shall be added to the amounts due hereunder a reasonable attorney's fee and the costs and expenses related to such action.

37. Rights of Suspension. The Association may suspend the rights and easements of enjoyment in Common Properties of any Member, tenant or guest of any Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent. The Association may likewise suspend providing a service or function to any Member, tenant or guest of Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent. It may also suspend such rights, services or functions for any period not to exceed sixty (60) days for each breach or infraction of its published rules and regulations or of the terms of this Declaration. Any such suspension shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment or to abide by such rules and regulations or the terms hereof. Furthermore, the Association shall in no case suspend the right to use the roads leading to public roads, subject to such rules, regulations and fees, if any, established by the Association for such use.

38. Priority of Assessments. The lien for the Assessments provided for herein shall be subordinate to the lien of any mortgage, security deed or deed of trust hereafter placed upon any property if, all assessments (including interest, collection fees and costs, if any) against such property having a due date prior to the recording date of such mortgage have been paid. The lien of Assessments hereby subordinated shall apply only to Assessments which have become due and payable subsequent to the recording date of such mortgage and prior to the earlier of: (1) the date of satisfaction or cancellation of such mortgage; (2) the date of the sale and transfer by recorded deed of such property pursuant to a decree of foreclosure, sale under power or as a result of any other judicial proceeding instituted by the mortgagee for the purpose of foreclosing the mortgage; or (3) the recording date of a deed taken in lien of foreclosure. Any such sale or transfer as part or a foreclosure proceeding shall not relieve such or recorded transfer to a new owner, provided, however, that any property purchases by a foreclosing mortgage at a

foreclosure sale shall not be subject to the lien of assessments, not shall such mortgage be personally liable for same, until it has owned the property of record for one (1) year.

39. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implies, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and so warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained form the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 24<sup>th</sup> day of OCTOBER, 2007.

IN THE PRESENCE OF:

Jeni Clark  
[Signature]

Newman & Sims Development

[Signature]  
Newman & Sims Development, Inc.  
by: L. Allen Newman, President

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF SPARTANBURG )

Personally appeared before me the undersigned witness and made oath that (s) he saw the within named Newman and Sims Development sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the same and (s) he with the other witness subscribed above witnessed the execution thereof.

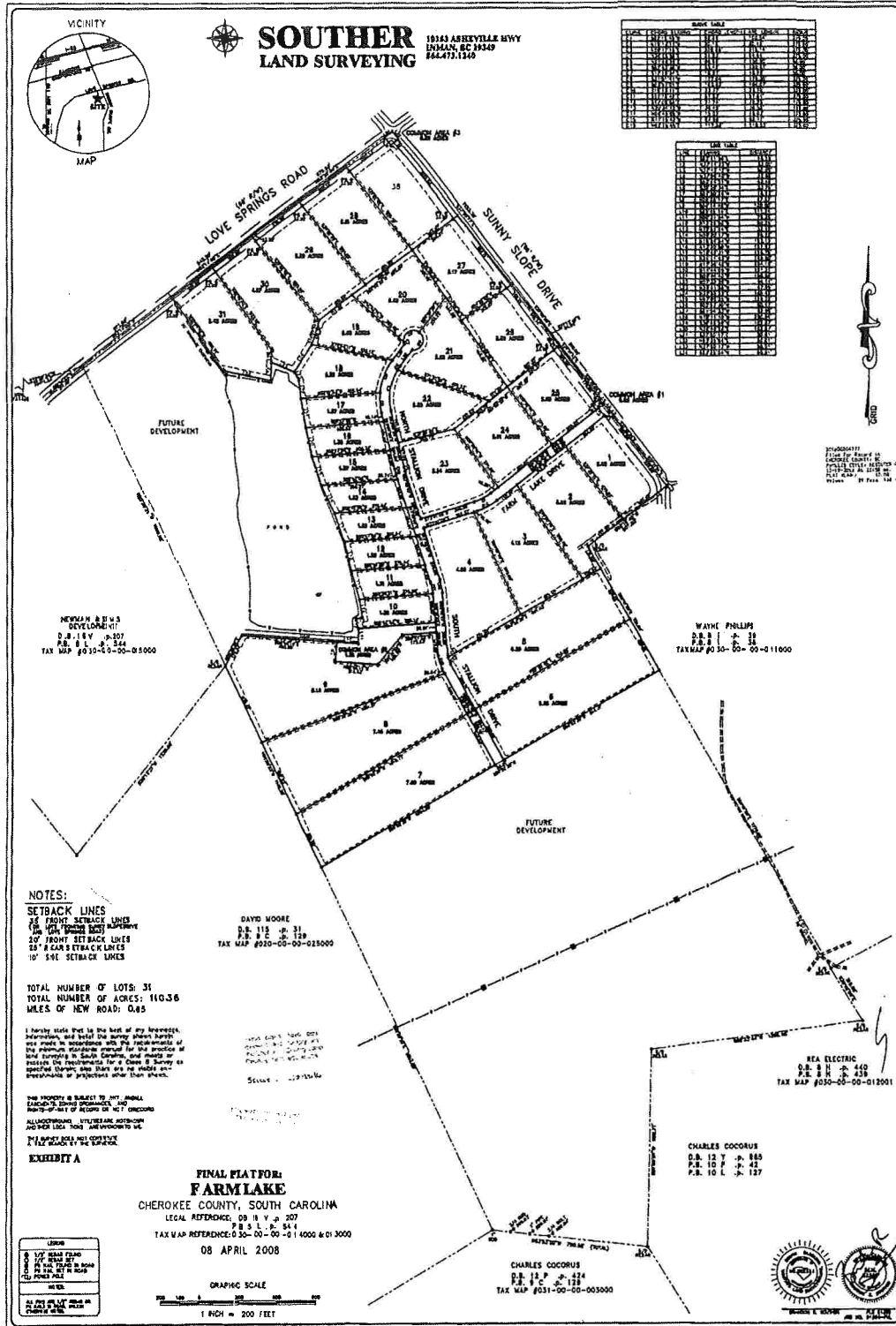
Jeni Clark

SWORN to before me this 24  
Day of October, 2007  
[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 5-17-2008

# Exhibit A

Instrument  
20160004-778

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**SOUTHER**  
**LAND SURVEYING**  
18143 ASHEVILLE HWY  
LENHAM, NC 28349  
284.473.1340



LOT	ACRES	OWNER	LEGAL REF.	TAX MAP
1	0.12	...	...	...
2	0.12	...	...	...
3	0.12	...	...	...
4	0.12	...	...	...
5	0.12	...	...	...
6	0.12	...	...	...
7	0.12	...	...	...
8	0.12	...	...	...
9	0.12	...	...	...
10	0.12	...	...	...
11	0.12	...	...	...
12	0.12	...	...	...
13	0.12	...	...	...
14	0.12	...	...	...
15	0.12	...	...	...
16	0.12	...	...	...
17	0.12	...	...	...
18	0.12	...	...	...
19	0.12	...	...	...
20	0.12	...	...	...
21	0.12	...	...	...
22	0.12	...	...	...
23	0.12	...	...	...
24	0.12	...	...	...
25	0.12	...	...	...
26	0.12	...	...	...
27	0.12	...	...	...
28	0.12	...	...	...
29	0.12	...	...	...
30	0.12	...	...	...
31	0.12	...	...	...
32	0.12	...	...	...
33	0.12	...	...	...
34	0.12	...	...	...
35	0.12	...	...	...
36	0.12	...	...	...
37	0.12	...	...	...
38	0.12	...	...	...
39	0.12	...	...	...
40	0.12	...	...	...
41	0.12	...	...	...
42	0.12	...	...	...
43	0.12	...	...	...
44	0.12	...	...	...
45	0.12	...	...	...
46	0.12	...	...	...
47	0.12	...	...	...
48	0.12	...	...	...
49	0.12	...	...	...
50	0.12	...	...	...
51	0.12	...	...	...
52	0.12	...	...	...
53	0.12	...	...	...
54	0.12	...	...	...
55	0.12	...	...	...
56	0.12	...	...	...
57	0.12	...	...	...
58	0.12	...	...	...
59	0.12	...	...	...
60	0.12	...	...	...
61	0.12	...	...	...
62	0.12	...	...	...
63	0.12	...	...	...
64	0.12	...	...	...
65	0.12	...	...	...
66	0.12	...	...	...
67	0.12	...	...	...
68	0.12	...	...	...
69	0.12	...	...	...
70	0.12	...	...	...
71	0.12	...	...	...
72	0.12	...	...	...
73	0.12	...	...	...
74	0.12	...	...	...
75	0.12	...	...	...
76	0.12	...	...	...
77	0.12	...	...	...
78	0.12	...	...	...
79	0.12	...	...	...
80	0.12	...	...	...
81	0.12	...	...	...
82	0.12	...	...	...
83	0.12	...	...	...
84	0.12	...	...	...
85	0.12	...	...	...
86	0.12	...	...	...
87	0.12	...	...	...
88	0.12	...	...	...
89	0.12	...	...	...
90	0.12	...	...	...
91	0.12	...	...	...
92	0.12	...	...	...
93	0.12	...	...	...
94	0.12	...	...	...
95	0.12	...	...	...
96	0.12	...	...	...
97	0.12	...	...	...
98	0.12	...	...	...
99	0.12	...	...	...
100	0.12	...	...	...

LOT	ACRES	OWNER	LEGAL REF.	TAX MAP
1	0.12	...	...	...
2	0.12	...	...	...
3	0.12	...	...	...
4	0.12	...	...	...
5	0.12	...	...	...
6	0.12	...	...	...
7	0.12	...	...	...
8	0.12	...	...	...
9	0.12	...	...	...
10	0.12	...	...	...
11	0.12	...	...	...
12	0.12	...	...	...
13	0.12	...	...	...
14	0.12	...	...	...
15	0.12	...	...	...
16	0.12	...	...	...
17	0.12	...	...	...
18	0.12	...	...	...
19	0.12	...	...	...
20	0.12	...	...	...
21	0.12	...	...	...
22	0.12	...	...	...
23	0.12	...	...	...
24	0.12	...	...	...
25	0.12	...	...	...
26	0.12	...	...	...
27	0.12	...	...	...
28	0.12	...	...	...
29	0.12	...	...	...
30	0.12	...	...	...
31	0.12	...	...	...
32	0.12	...	...	...
33	0.12	...	...	...
34	0.12	...	...	...
35	0.12	...	...	...
36	0.12	...	...	...
37	0.12	...	...	...
38	0.12	...	...	...
39	0.12	...	...	...
40	0.12	...	...	...
41	0.12	...	...	...
42	0.12	...	...	...
43	0.12	...	...	...
44	0.12	...	...	...
45	0.12	...	...	...
46	0.12	...	...	...
47	0.12	...	...	...
48	0.12	...	...	...
49	0.12	...	...	...
50	0.12	...	...	...
51	0.12	...	...	...
52	0.12	...	...	...
53	0.12	...	...	...
54	0.12	...	...	...
55	0.12	...	...	...
56	0.12	...	...	...
57	0.12	...	...	...
58	0.12	...	...	...
59	0.12	...	...	...
60	0.12	...	...	...
61	0.12	...	...	...
62	0.12	...	...	...
63	0.12	...	...	...
64	0.12	...	...	...
65	0.12	...	...	...
66	0.12	...	...	...
67	0.12	...	...	...
68	0.12	...	...	...
69	0.12	...	...	...
70	0.12	...	...	...
71	0.12	...	...	...
72	0.12	...	...	...
73	0.12	...	...	...
74	0.12	...	...	...
75	0.12	...	...	...
76	0.12	...	...	...
77	0.12	...	...	...
78	0.12	...	...	...
79	0.12	...	...	...
80	0.12	...	...	...
81	0.12	...	...	...
82	0.12	...	...	...
83	0.12	...	...	...
84	0.12	...	...	...
85	0.12	...	...	...
86	0.12	...	...	...
87	0.12	...	...	...
88	0.12	...	...	...
89	0.12	...	...	...
90	0.12	...	...	...
91	0.12	...	...	...
92	0.12	...	...	...
93	0.12	...	...	...
94	0.12	...	...	...
95	0.12	...	...	...
96	0.12	...	...	...
97	0.12	...	...	...
98	0.12	...	...	...
99	0.12	...	...	...
100	0.12	...	...	...

**NOTES:**  
 SETBACK LINES  
 25' FRONT SETBACK LINES  
 10' SIDE SETBACK LINES  
 20' FRONT SETBACK LINES  
 25' SIDE SETBACK LINES  
 10' SIDE SETBACK LINES

TOTAL NUMBER OF LOTS: 31  
 TOTAL NUMBER OF ACRES: 110.36  
 MILES OF NEW ROAD: 0.85

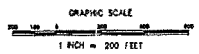
I hereby state that to the best of my knowledge, information, and belief the survey shown herein was made in accordance with the requirements of the Statute of this State, and that the same are correct and reliable for the purposes of the same as shown on this plat, and that there are no other persons or interests in the same other than those shown.

THE PROPERTY IS SUBJECT TO ANY OTHER SURVEYS, RECORDS, AND INSTRUMENTS ON FILE WITH THE CLERK OF SUPERIOR COURT, CHEROKEE COUNTY, SOUTH CAROLINA, AND TO ANY OTHER RIGHTS AND INTERESTS IN THE SAME.

ALL ENCUMBRANCES, EASEMENTS, RIGHTS AND INTERESTS IN THE SAME ARE HEREBY RELEASED AND WORTHY TO BE RELEASED.

FILED IN THE CLERK'S OFFICE

**FINAL PLAT FOR**  
**FARMLAKE**  
 CHEROKEE COUNTY, SOUTH CAROLINA  
 LEGAL REFERENCE: OS II Y 207  
 P.B. 3 3-C-514  
 TAX MAP REFERENCE: 03-00-00-011000 & 013000  
 08 APRIL 2008



LOT	ACRES	OWNER	LEGAL REF.	TAX MAP
1	0.12	...	...	...
2	0.12	...	...	...
3	0.12	...	...	...
4	0.12	...	...	...
5	0.12	...	...	...
6	0.12	...	...	...
7	0.12	...	...	...
8	0.12	...	...	...
9	0.12	...	...	...
10	0.12	...	...	...
11	0.12	...	...	...
12	0.12	...	...	...
13	0.12	...	...	...
14	0.12	...	...	...
15	0.12	...	...	...
16	0.12	...	...	...
17	0.12	...	...	...
18	0.12	...	...	...
19	0.12	...	...	...
20	0.12	...	...	...
21	0.12	...	...	...
22	0.12	...	...	...
23	0.12	...	...	...
24	0.12	...	...	...
25	0.12	...	...	...
26	0.12	...	...	...
27	0.12	...	...	...
28	0.12	...	...	...
29	0.12	...	...	...
30	0.12	...	...	...
31	0.12	...	...	...

