

STATE OF SOUTH CAROLINA

COUNTY OF CHEROKEE

COVENANTS AND RESTRICTIONS  
FARM LAKE SECTION II

Whereas, NEWMAN-SEAY LLC is the owner of certain property acquired by NEWMAN-SEAY LLC by deed recorded in Volume 90 at page 1035 in RMC office in Cherokee County; and

Whereas, NEWMAN-SEAY LCC is the present owner and now desires to restrict lots 32-36 as shown on plat recorded in Volume 91 page 1713 in Cherokee County.

Now, in consideration of mutual advantages deriving therefrom, the above named COMPANY does hereby bind itself, its successors, heirs and assigns and covenant and agree as follows:

Instrument  
201700002797

Volume Page  
94 2610

**ARTICLE I**

1. No building shall be erected on less than a whole lot in the subdivision. A lot cannot be subdivided for the purpose of building an additional residence. However, a lot may be divided for the purpose of enlarging the lot adjacent to it.
2. No more than one single family resident building shall be erected on any one lot. No outbuilding shall be erected nearer than 80 feet from the front of the lot and must be at least five feet from the side lot line.
3. Each residence erected in the subdivision shall contain a minimum of 1800 square feet of heated floor space with a double garage. All multi-level residences shall contain a minimum of 1400 square feet of heated floor space on the street level floor. Basements shall not be included in heated floor space.
4. Each residence erected in the subdivision must be set back a minimum of 20 feet from the front lot line. NEWMAN-SEAY LLC reserves the right to alter the building line.
5. All outbuildings must be vinyl siding, brick, painted or stained wood and conform to and be in harmony with the residence building. No metal outbuildings shall be allowed in the subdivision.
6. No trailers, mobile homes, modular homes, or manufactured homes, neither single, double, nor triple wide, shall be permitted on any lot either for residence, storage or outbuildings. No basement, garage, barn, tent or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporarily nature be permitted.
7. No house or portion of another house shall be moved into this subdivision.

8. ENCROACHMENTS: The developer NEWMAN-SEAY LLC is authorized to waive and grant permission for encroachments for the building setbacks lines and side lot lines without the consent of the other property owners of this phase.
9. Asbestos shingles shall not be used in the construction of any residence on the lots. Concrete blocks, concrete bricks and cinder blocks used in the construction of any house shall be stuccoed or faced with brick; however, stucco shall not be used on the foundation of any residence unless the entire house is stuccoed. Any wood used in construction of porches and pickets on front of residence building shall be painted or covered with vinyl except for boards or porch floor. No roof on any dwelling shall have less than a eight and twelve pitch unless approved in writing by NEWMAN-SEAY LLC.
10. 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.
11. All swimming pools must be approved as to location and specifications by NEWMAN-SEAY LLC 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.
12. The expenses for operation and maintenance of street lighting installed by or at the request of NEWMAN-SEAY LLC will be transferred to the Association. NEWMAN-SEAY LLC 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.
13. 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 NEWMAN-SEAY LLC. The construction or installation of retaining walls and barriers along the banks of lakes, watercourses or waterways for the purpose of erosion control by an Owner may be with the approval of NEWMAN-SEAY LLC or Association if the plans for such construction and installation meet with the approval of NEWMAN-SEAY LLC. The right to operate boats, canoes or other watercraft and the use and access to all lakes, watercourses and waterways for fishing and all other purposes shall be strictly regulated and governed by the Home Owner's Association 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. NEWMAN-SEAY LLC 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 allowed to withdraw water from the lake subject to any and all applicable laws, regulations, and/or rules regarding same of the County of Cherokee and the State of South Carolina.

B. No boat house 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 and orderly position on the lake shore if they are to remain on the lake shore; provided the NEWMAN-SEAY LLC 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 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 the immediate family.

14. 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 any 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.
15. The lots in this subdivision shall not be used for business or industrial purposes.

16. No signboards shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet in size, except the NEWMAN-SEAY LLC has the right to use those signs which are necessary for the development of the property.
17. No chain link fence or wood privacy fence shall be permitted on any lot in the subdivision. Decorative chain link, aluminum and wrought iron shall be permitted. No nearer to the street than the rear corner of the resident building.
18. No vehicle which does not have a current license plate on it may remain on the premises for more than 30 days. No inoperable motor vehicle, wrecked vehicle, junk car or truck, or unsightly vehicle shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage.
19. No dogs of the breed of Akita, Chow, Doberman, Pit Bull, German Shepherd, or Rottweiler shall be allowed in said subdivision. Otherwise, no more than two household pets may be kept on the individual properties in the subdivision, provided they are not breed or maintained in such number or in such manner so that such shall constitute an annoyance or nuisance to the neighborhood or shall in any way be detrimental or injurious to the health of the neighborhood, the property of others or destructive to wildlife. No vicious dog (or vicious animal of any kind) may be kept on the property. No dogs may be kept on chains or maintained on chain attached to a stake; however, this provision does not prohibit the walking of dogs on leashes. No dog kennels are permitted in the subdivision. No livestock, swine or poultry of any kind shall be raised, kept or breed upon any portion of property within the subdivision.
20. No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
21. No transfer vehicle, transfer truck, transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Boats, travel trailers and motor homes must be stored entirely within a garage. Golf carts are acceptable and must be stored when not in use.
22. No satellite dish shall be permitted any nearer to the street than the rear of the resident building.
23. The exterior of all houses and other structures must be complete within a year after the construction of same shall have commenced except where such completion is impossible or would result in a great hardship to the owner or builder due to strike, fires, national emergencies, or natural calamity.
24. No dwelling shall be erected on any lot until the design thereof shall be approved in writing by NEWMAN-SEAY LLC successors and assigns, 5830 Highway 9,

Inman, South Carolina 29349, and if the design shall not be approved or disapproved within thirty days after being submitted, then such approval shall not be required but the design of the house shall conform to and be in harmony with existing structures in the subdivision.

25. Driveways must be concreted at the time of construction. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision.
26. All persons hereafter accepting conveyance of any of the property set forth above shall accept the same upon and subject to the above enumerated covenants and restrictions which are to be deemed covenants running with the land, and binding upon the grantees, their heirs and assigns; and violation of any of the covenants or restrictions shall vest in the grantors herein, their successors and assigns, all rights of abatement and suit in law or in equity against any persons violating or attempting to violate any covenants or restrictions either to restrain such violation or to recover damages.
27. All homeowners are required to have the same style mailbox, which has been designed and developed by NEWMAN-SEAY LLC of the subdivision. Mailbox to be paid by the homeowner.

## ARTICLE II

### HOME OWNERS ASSOCIATION

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, NEWMAN-SEAY LLC shall cause to be incorporated under South Carolina law a nonprofit corporation called Farm Lake Section II Home Owners Association.
2. 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 or records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.
3. Voting Rights and Meetings. On matters of Association Business submitted to vote of the membership, there shall be two classes of membership:

Class A. Every person who is an owner, with the exception of NEWMAN-SEAY LLC, shall be a Class A Member. Class A Members shall be entitled to one (1) vote per lot. No more than one (1) vote per lot may be cast by Class A Member, regardless of the number of Owners of a given lot.

Class B. NEWMAN-SEAY LLC shall be the sole Class B Member. Class B membership shall be a full voting membership and, during its existence, the class B Member shall be entitled to vote on all matters or issues before or considered by the Association. The Class B Member shall be entitled to one (1) vote for each Lot that owns, plus one (1) vote for each Lot owned by a Person other than NEWMAN-SEAY

LLC. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (i) the date that all the Lots in the Community have been conveyed by NEWMAN-SEAY LLC to other Owners; (ii) the surrender by NEWMAN-SEAY LLC of the right to appoint or remove any officer of the Association or member of the Board by a Recorded Document executed by NEWMAN-SEAY LLC; of (iii) the expiration of NEWMAN-SEAY LLC rights to appoint or remove any Officer of the Association.

Unless otherwise provided herein, all voting matters shall be decided by a simple majority vote.

4. Transfer of Rights. NEWMAN-SEAY LLC and the Committee may at any time, by written document recorded in the same office as this document, transfer and assign to the Association any or all of either's rights under these Covenants and Restrictions.

A. 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 Section II 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 or the sprinkler system (if any) within the Common Properties;
- (4) For the payment of services for any street lighting assigned by NEWMAN-SEAY LLC to the Association;
- (5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Farm Lake Section II 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.

### ARTICLE III ASSESSMENTS

1. Initial Assessment. Beginning January 1, 2018, the annual assessment shall be Two Hundred Dollars (\$200.00) per lot. The assessment shall be prorated for purchases from NEWMAN-SEAY LLC, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.
2. 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 dates when due (being the dates specified in paragraph Article III, 1. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half (1.5%) percent per month (ANNUAL PERCENTAGE RATE – 18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.
3. 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 or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.
4. ENFORCEMENT BY HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto NEWMAN-SEAY LLC or its nominee, the Association shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does NEWMAN-SEAY LLC 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 Bylaws of the Association adopted in accordance with the terms hereof.

- 5. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto NEWMAN-SEAY LLC herein remain exclusively with NEWMAN-SEAY LLC, its successors and assigns, provided, however, NEWMAN-SEAY LLC may assign and/or delegate all or any part of such reserved rights to the Association.
- 6. These covenants and restrictions shall continue in full force and effect until January 1, 2038, and shall thereafter be automatically extended for successive periods of ten years each, unless by a duly executed and recorded instrument the then owners of 2/3 or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7<sup>th</sup> day of June, 2017.

IN THE PRESENCE OF:

Kathy Lowery  
Robert DeLoach

L Allen Newman  
 NEWMAN-SEAY, LLC  
 By: L Allen Newman, Member

STATE OF SOUTH CAROLING )  
 )  
 COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that he saw the within named NEWMAN-SEAY LLC sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the same and he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 7  
 Day of June, 2017  
 Notary Public for South Carolina

Robert DeLoach  
John L. Wall  
 witness

My Commission Expires: 10/31/2017



STATE OF SOUTH CAROLINA  
COUNTY OF CHEROKEE

COVENANTS AND RESTRICTIONS  
FARM LAKE OF CHEROKEE COUNTY, INC.  
SECTION III

Whereas, NEWMAN-SEAY LLC is the owner of certain property acquired by NEWMAN-SEAY LLC by deed recorded in Volume 90 at page 1035 in RMC office in Cherokee County; and

Whereas, NEWMAN-SEAY LCC is the present owner and now desires to restrict lots 37-65 as shown on plat recorded in Volume 106 page 102 in Cherokee County.

Now, in consideration of mutual advantages deriving therefrom, the above named COMPANY does hereby bind itself, its successors, heirs and assigns and covenant and agree as follows:

Instrument Volume Page  
201800004244 OR 106 452

**ARTICLE I**

1. No building shall be erected on less than a whole lot in the subdivision. A lot cannot be subdivided for the purpose of building an additional residence. However, a lot may be divided for the purpose of enlarging the lot adjacent to it.
2. No more than one single family resident building shall be erected on any one lot. No outbuilding shall be erected nearer than 80 feet from the front of the lot and must be at least five feet from the side lot line.
3. Each residence erected in the subdivision shall contain a minimum of 1800 square feet of heated floor space with a double garage. All multi-level residences shall contain a minimum of 1400 square feet of heated floor space on the street level floor. Basements shall not be included in heated floor space.
4. Each residence erected in the subdivision must be set back a minimum of 20 feet from the front lot line. NEWMAN-SEAY LLC reserves the right to alter the building line.
5. All outbuildings must be vinyl siding, brick, painted or stained wood and conform to and be in harmony with the residence building. No metal outbuildings shall be allowed in the subdivision.
6. No trailers, mobile homes, modular homes, or manufactured homes, neither single, double, nor triple wide, shall be permitted on any lot either for residence, storage or outbuildings. No basement, garage, barn, tent or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporarily nature be permitted.
7. No house or portion of another house shall be moved into this subdivision.

8. **ENCROACHMENTS:** The developer NEWMAN-SEAY LLC is authorized to waive and grant permission for encroachments for the building setbacks lines and side lot lines without the consent of the other property owners of this phase.
9. Asbestos shingles shall not be used in the construction of any residence on the lots. Concrete blocks, concrete bricks and cinder blocks used in the construction of any house shall be stuccoed or faced with brick; however, stucco shall not be used on the foundation of any residence unless the entire house is stuccoed. Any wood used in construction of porches and pickets on front of residence building shall be painted or covered with vinyl except for boards or porch floor. No roof on any dwelling shall have less than a eight and twelve pitch unless approved in writing by NEWMAN-SEAY LLC.
10. 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.
11. All swimming pools must be approved as to location and specifications by NEWMAN-SEAY LLC 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.
12. The expenses for operation and maintenance of street lighting installed by or at the request of NEWMAN-SEAY LLC will be transferred to the Association. NEWMAN-SEAY LLC 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.
13. 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 NEWMAN-SEAY LLC. The construction or installation of retaining walls and barriers along the banks of lakes, watercourses or waterways for the purpose of erosion control by an Owner may be with the approval of NEWMAN-SEAY LLC or Association if the plans for such construction and installation meet with the approval of NEWMAN-SEAY LLC. The right to operate boats, canoes or other watercraft and the use and access to all lakes, watercourses and waterways for fishing and all other purposes shall be strictly regulated and governed by the Home Owner's Association 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. NEWMAN-SEAY LLC 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 of Cherokee County Inc. Section III, all parties, are allowed to withdraw water from the lake subject to any and all applicable laws, regulations, and/or rules regarding same of the County of Cherokee and the State of South Carolina.

B. No boat house 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 NEWMAN-SEAY LLC 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 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 the immediate family.

14. 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 any 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.
15. The lots in this subdivision shall not be used for business or industrial purposes.

16. No signboards shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet in size, except the NEWMAN-SEAY LLC has the right to use those signs which are necessary for the development of the property.
17. No chain link fence or wood privacy fence shall be permitted on any lot in the subdivision. Decorative chain link, aluminum and wrought iron shall be permitted. No nearer to the street than the rear corner of the resident building.
18. No vehicle which does not have a current license plate on it may remain on the premises for more than 30 days. No inoperable motor vehicle, wrecked vehicle, junk car or truck, or unsightly vehicle shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage.
19. No dogs of the breed of Akita, Chow, Doberman, Pit Bull, German Shepherd, or Rottweiler shall be allowed in said subdivision. Otherwise, no more than two household pets may be kept on the individual properties in the subdivision, provided they are not breed or maintained in such number or in such manner so that such shall constitute an annoyance or nuisance to the neighborhood or shall in any way be detrimental or injurious to the health of the neighborhood, the property of others or destructive to wildlife. No vicious dog (or vicious animal of any kind) may be kept on the property. No dogs may be kept on chains or maintained on chain attached to a stake; however, this provision does not prohibit the walking of dogs on leashes. No dog kennels are permitted in the subdivision. No livestock, swine or poultry of any kind shall be raised, kept or breed upon any portion of property within the subdivision.
20. No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
21. No transfer vehicle, transfer truck, transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Boats, travel trailers and motor homes must be stored entirely within a garage. Golf carts are acceptable and must be stored when not in use.
22. No satellite dish shall be permitted any nearer to the street than the rear of the resident building.
23. The exterior of all houses and other structures must be complete within a year after the construction of same shall have commenced except where such completion is impossible or would result in a great hardship to the owner or builder due to strike, fires, national emergencies, or natural calamity.
24. No dwelling shall be erected on any lot until the design thereof shall be approved in writing by NEWMAN-SEAY LLC successors and assigns, 5830 Highway 9,

Inman, South Carolina 29349, and if the design shall not be approved or disapproved within thirty days after being submitted, then such approval shall not be required but the design of the house shall conform to and be in harmony with existing structures in the subdivision.

25. Driveways must be concreted at the time of construction. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision.
26. All persons hereafter accepting conveyance of any of the property set forth above shall accept the same upon and subject to the above enumerated covenants and restrictions which are to be deemed covenants running with the land, and binding upon the grantees, their heirs and assigns; and violation of any of the covenants or restrictions shall vest in the grantors herein, their successors and assigns, all rights of abatement and suit in law or in equity against any persons violating or attempting to violate any covenants or restrictions either to restrain such violation or to recover damages.
27. All homeowners are required to have the same style mailbox, which has been designed and developed by NEWMAN-SEAY LLC of the subdivision. Mailbox to be paid by the homeowner.

## **ARTICLE II**

### **HOME OWNERS ASSOCIATION**

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, NEWMAN-SEAY LLC shall cause to be incorporated under South Carolina law a nonprofit corporation called Farm Lake of Cherokee County, Inc. Section III Home Owners Association.
2. 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 or records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.
3. Voting Rights and Meetings. On matters of Association Business submitted to vote of the membership, there shall be two classes of membership:

Class A. Every person who is an owner, with the exception of NEWMAN-SEAY LLC, shall be a Class A Member. Class A Members shall be entitled to one (1) vote per lot. No more than one (1) vote per lot may be cast by Class A Member, regardless of the number of Owners of a given lot.

Class B. NEWMAN-SEAY LLC shall be the sole Class B Member. Class B membership shall be a full voting membership and, during its existence, the class B Member shall be entitled to vote on all matters or issues before or considered by the Association. The Class B Member shall be entitled to one (1) vote for each Lot that owns, plus one (1) vote for each Lot owned by a Person other than NEWMAN-SEAY

LLC. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (i) the date that all the Lots in the Community have been conveyed by NEWMAN-SEAY LLC to other Owners; (ii) the surrender by NEWMAN-SEAY LLC of the right to appoint or remove any officer of the Association or member of the Board by a Recorded Document executed by NEWMAN-SEAY LLC; of (iii) the expiration of NEWMAN-SEAY LLC rights to appoint or remove any Officer of the Association.

Unless otherwise provided herein, all voting matters shall be decided by a simple majority vote.

4. Transfer of Rights. NEWMAN-SEAY LLC and the Committee may at any time, by written document recorded in the same office as this document, transfer and assign to the Association any or all of either's rights under these Covenants and Restrictions.

A. 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 of Cherokee County Inc. Section III, 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 or the sprinkler system (if any) within the Common Properties;
- (4) For the payment of services for any street lighting assigned by NEWMAN-SEAY LLC to the Association;
- (5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Farm Lake of Cherokee County Inc. Section III, 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.



### **ARTICLE III ASSESSMENTS**

1. **Initial Assessment.** Beginning January 1, 2019, the annual assessment shall be Two Hundred Dollars (\$200.00) per lot. The assessment shall be prorated for purchases from NEWMAN-SEAY LLC, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.
  2. **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 dates when due (being the dates specified in paragraph Article III, 1. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half (1.5%) percent per month (ANNUAL PERCENTAGE RATE – 18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.
  3. **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 or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.
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4. **ENFORCEMENT BY HOMEOWNERS ASSOCIATION.** Except for approvals and rights expressly reserved herein unto NEWMAN-SEAY LLC or its nominee, the Association shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does NEWMAN-SEAY LLC 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 Bylaws of the Association adopted in accordance with the terms hereof.

- 5. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto NEWMAN-SEAY LLC herein remain exclusively with NEWMAN-SEAY LLC, its successors and assigns, provided, however, NEWMAN-SEAY LLC may assign and/or delegate all or any part of such reserved rights to the Association.
- 6. These covenants and restrictions shall continue in full force and effect until January 1, 2039, and shall thereafter be automatically extended for successive periods of ten years each, unless by a duly executed and recorded instrument the then owners of 2/3 or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 29<sup>th</sup> day of August, 2018.

IN THE PRESENCE OF:

[Signature]  
[Signature]

[Signature]

NEWMAN-SEAY, LLC  
By: L Allen Newman, Member

STATE OF SOUTH CAROLING )  
  )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that he saw the within named NEWMAN-SEAY LLC sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the same and he with the other witness subscribed above witnessed the execution thereof.

[Signature]

SWORN to before me this 29<sup>th</sup>  
Day of August, 2018  
Notary Public for South Carolina

My Commission Expires: 2-4-2021

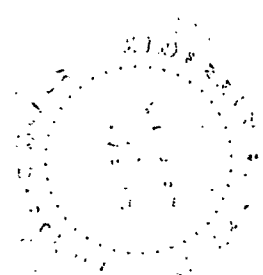


STATE OF SOUTH CAROLINA

COUNTY OF CHEROKEE

ACKNOWLEDGEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 29<sup>th</sup> DAY OF August, 2018, BY Kimberly B. Pettit



Kimberly B. Pettit  
NOTARY PUBLIC FOR South Carolina  
MY COMMISSION EXPIRES: 9-26-24

# Business Entities Online

File, Search, and Retrieve Documents Electronically

## Transaction Complete

Your filing has been submitted for an approval.

### Entity Name:

Farm Lake of Cherokee County Homeowners Association

### Contact Information

**Name:** Gretchin McGuinn

**Email:** hoainfo@hinsonmanagement.com

**Phone:** 864-599-9019

**Address:** PO Box 160207  
Boiling SPGS,  
South Carolina  
29316

### Transaction Information

**Transaction ID::** 364906

**Submission Date::** 7/1/2019 11:35:53  
AM

### Forms Submitted

Articles of Incorporation  
for a Domestic Nonprofit

### Pricing Summary

Item	Price
Articles of Incorporation	\$25.00
Electronic Records Access	\$7.50
<b>Total Cost</b>	<b>\$32.50</b>

Please note that a hold may be placed on your account for the amount of the filing until the filing is reviewed by the SC Secretary of State's Office. This amount will be captured once the filing has been approved or released if the filing has been rejected.