

DEED 61 F PG 444

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

RECORDED  
94 APR 13 AM 11:18  
SPARTANBURG, S.C.

WHEREAS, FARMLAKE DEVELOPERS, INC., hereinafter referred to as "Developers", and JOHNNY L. PERRY, hereinafter referred to as "Perry", are the owners of a certain tract of land known as Farm Lake, Phase IV, located in Boiling Springs off S.C. Highway 9, in the County of Spartanburg, State of South Carolina, as shown on a plat prepared by Wolfe & Huskey, Inc., Engineering and Surveying, entitled "Farm Lake Phase IV, dated December 23, 1993, consisting of Lots 1 through 39, said plat to be recorded in the RMC Office for Spartanburg County, South Carolina, and

WHEREAS, Developers have agreed to establish a general plan of development as herein set out to restrict the use of occupancy of the property for the protection of the property and the future owners, thereof,

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES, Developers and Perry, agree with any and all persons, firms or corporations hereinafter described that the same shall be and is hereby subject to the following Restrictions, Covenants and Standards relating to the use and occupancy thereof, which are to be construed as Land Use Restrictions, Protective Covenants and Building Standards running with the land comprising of the lots hereinafter described and shall enure to the benefit of and be binding upon the successors and assigns of Farmlake Developers, Inc., and Johnny L. Perry, and all other persons and parties:

1) The property which is made subject to the conditions set forth herein is more particularly described as Lots Nos. 1 through 39, inclusive as shown on plat entitled "Farm Lake, Phase IV" on the aforesaid plat to be recorded.

2) The name "Farm Lake", "Farm Lake Developers" or any similar use of the name "Farm Lake" is the sole and exclusive property of the developer and cannot be used by any homeowner other than as used for this development, but may be used by the developers as it sees fit.

3) No dwelling or other structures shall be erected, placed or altered on any lot in said subdivision until the proposed building plans, complete with specifications, exterior color or finish and plot plan (showing the proposed location of such building or structure, drives, parking area, sidewalks, trash containers, mailboxes, front, rear and side elevations, floor plans, location of heating and air conditioning units, plumbing and electrical details, landscaping and complete specifications) shall have been approved in writing by the Developers, their successors and assigns.

4) All building plans must include and provide for the use of silt fencing and other sedimentation control devices. All lot owners are responsible for erosion of soil from any lot which may collect and settle on the road or drainage areas of subdivision.

5) Refusal of approval of plans, location or specifications may be based by the Developers upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Developers shall seem sufficient.

6) In no case shall concrete block be exposed; if used for foundation or any wall, it shall be stuccoed or brick veneered.

7) All garages and carports attached to a dwelling shall face and open to the side or to the rear of the dwelling. when viewed from the front of the dwelling, the garage or carport shall have a frontal facade constructed in conformity with the remainder of the dwelling.

8) If the Developers fail to approve or disapprove such plans and specifications within thirty (30) days after the same has been submitted, or if no suit to enjoin the erections thereof, such approval shall not be required.

9) A fee of One Hundred and No/100 Dollars (\$100.00) shall be charged by the Developers for a review of the plans and

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specifications, payable at the time of submission to the Developers.

10) No specific time limit is placed on each lot sold from the date of sale for construction of a dwelling to begin. However purchasers who lots within the subdivision either developed or undeveloped shall keep the lots in neat and attractive manner.

11) No lot shall be used except for single family residential purposes. All other purposes, agriculture, commercial and others are specifically prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two and one-half (2 1/2) stories in height. No dwelling will be constructed having less than one thousand seven hundred (1,700) square feet of heated area, exclusive of carports, porches, decks, etc.

12) Said property shall be used for single family residences only. The Developers reserve the right in their sole and uncontrolled discretion to approve or disapprove subdivision of lots or portions thereof.

13) No buildings of a temporary structure, shacks, garages, tents, barns or outbuildings shall be used for residential occupancy, nor shall a mobile home be allowed on the property.

14) The exterior or all units and other structures must be completed within one (1) year after the construction of same shall have been commenced, except where such completion is impossible or results in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

15) No buildings shall be constructed or located nearer than thirty (30) feet from the front lot line of any lot as shown on said plat nor nearer than fifteen (15) feet to any side lot line.

16) Ten (10) feet on each side, front and rear lot line is reserved for utility and drainage easements.

17) No satellite TV antenna system shall be erected, placed or maintained on any lot in said Subdivision without the express written approval of the Developers.

18) All mailboxes must be approved and conform to restrictions set forth by the Developer.

19) No business, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose 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 owners hereof. No lot shall be used for schools, kindergartens or churches. Ordinary household pets are permitted in the subdivision. Swine, goats, poultry, sheep, horses and other farm animals are specifically excluded.

20) No sign board shall be displayed on any lot except "FOR SALE" or "FOR RENT" and such signs shall no be more than 2 x 3 feet in size except the Developers shall have the right to use additional signs for development of the subdivision.

21) No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of the construction.

22) No trailer, tent, barn, treehouse or other similar outbuilding or structure shall be permanently place on any lot at any time. No motor vehicle shall be permitted to stay in the subdivision which does not have current license plates. No bus, transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Also, no other trucks with the total length of over eighteen (18) feet shall be allowed at any time, except for loading or unloading. Boats, travel trailers and motor homes shall remain behind the minimum setback lines as designated on said plat and kept in the rear of the dwelling.

23) All electrical service on each lot shall be underground.

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24) No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling house or unit, within the accessory building or within a screened area or buried underground.

25) No swimming pool shall be placed upon any lot in the subdivision until approved by the Developers or their designated representative.

26) An easement is reserved within ten (10) feet of all property lines for installation, maintenance and repair for storm drainage and other utilities by the Developer or its assigns.

27) No wire fence shall be permitted any nearer the street the rear corner of the dwelling except as approved in writing by the Developers. Fences fronting on lots shall be of board, brick, stone, iron or similar type construction to protect the aesthetic appeal of the subdivision and must be specifically approved by the Developers.

28) Invalidity of any one of these covenants by judgment or Court Order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

29) All sewage disposal shall be by septic tank installed with the approval of the County or State Board of Health, or by public main or sewage lines approved by the Spartanburg Sanitary Sewer District and State Board of Health, or by public main or sewage lines approved by the Spartanburg Sanitary Sewer District and State Board of Health and Environmental Control. Location of all wells and septic tanks must be approved by the Developers on each lot as heretofore stated.

30) Approval of the Developers, as well as approval of the County or State Board of Health, is hereby required prior to the installation of any septic tank system and/or well.

31) The Developers, their heirs and assigns, or any purchaser of a lot in the subdivision shall have the right to enforce compliance with these provisions.

32) All cutting of trees outside the building sites will be in such manner so as to leave the lot wooded. No trees, shrubs, bushes or other vegetation having a diameter of six (6) inches or more shall be cut, destroyed, bulldozed or mutilated except with the express written permission of the Developers.

33) No house of like design or exterior may be placed adjacent to each other.

34) Dog houses or dog pens shall be allowed on any lot subject to the express written permission of the Developers.

35) All garbage cans or pails must be hidden from view.

36) Garden areas are permitted only to the rear of a completed dwelling and may not be visible from the road. All such areas require the specific approval of the developer.

37) The Developers herein reserve the right to modify, change or cancel any or all of these restrictive covenants as they, in their sole discretion and judgment, may deem necessary for future use or development of the land.

38) No property owner, without the prior written approval of the Developers may impose any additional covenants or restrictions on any lots as shown on said recorded plat.

39) Nothing contained herein shall restrict or prohibit the mortgaging of any lot or the passage of title under any mortgage foreclosures; provided, however, the right is hereby reserved to Developers to intervene in or set aside any proceeding to foreclose a mortgage or to set aside any sale or transfer of title in violation of this covenant; nor shall anything herein be determined to apply to or affect the transfer of title by will or under the intestate laws. However the purchasers at any foreclosure sale and the heirs and devisees of any owners, after acquiring title by foreclosure, demise or under the intestate laws, and their successors in title shall be bound by the provisions of the paragraph as to any subsequent sale or transfer of said lot.

40) (a) Each owner of a lot as shown and delineated on the aforesaid recorded plat shall become a member of the Farm Lake Phase IV Homeowners Association, a corporation to be established which will comprise all owners of lots at Farm Lake Phase IV, Boiling Springs, South Carolina.

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(b) The owner of a lot shall be bound to contribute prorata toward the expense of administration, maintenance, repair and upkeep of the street lights, entrance-way signs and such necessary landscaping as may be determined by the Farm Lake Phase IV Homeowners Association.

(c) The owner of a lot may not except himself from contributing to such expense by waiver of the use or enjoyment of the said property to be deeded as specified in Paragraph 40, Subparagraph B above from the Developers to Farm Lake Phase IV Homeowners Association corporation to be organized under the laws of the State of South Carolina, or by waiver of the use or enjoyment of the improvements, facilities and roadways located thereon, or by the abandonment of the property belonging to him.

(d) That any sums assessed by the said Association for the share of the prorata expenses chargeable to any owner, and remaining unpaid for a period of thirty (30) days or longer, shall constitute a lien on such owner's property. Such lien shall be prior to all other liens except the following:

- (1) assessments, liens and charges for real estate taxes due and unpaid on the property.
- (2) all sums unpaid on deeds of trust, mortgages and other encumbrances duly of record against the property prior to the docketing of the aforesaid lien;
- (3) materialmen's and mechanics' liens.

A lien created by nonpayment of an owner's prorata share of the assessed expenses may be foreclosed by suit by the said Association in like manner as a deed of trust or mortgage of real property, and suit to recover a money judgment for unpaid prorata expenses shall be maintained without foreclosing or waiving the lien securing the same.

(41) The restrictions, covenants and standards contained herein are to run with the land and shall be binding on all parties and all persons claiming under the grantors until December 31, 2014, at which time said restrictions, covenants and standards shall terminate unless the majority of all the lot owners in the subdivision shall agree in writing at least thirty (30) days before December 31, 2014, to extend the time of said restrictions, covenants and standards.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 13<sup>th</sup> day of April, 1994.

IN THE PRESENCE OF

[Signature]

Rebecca Gilbert

Ronald Quinn

[Signature]

*Farm Lake Developers Inc by:*

by: [Signature]  
James R. Smith, President

by: [Signature]  
Charles W. Lowe, Jr., V.P.

[Signature]  
Johnny V. Perry

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STATE OF SOUTH CAROLINA )  
: PROBATE  
COUNTY OF SPARTANBURG )

PERSONALLY APPEARED the undersigned witness and made oath that (s)he saw the within-named James R. Smith and Charles W. Lowe, Jr., sign, seal and as grantor's(s') act and deed deliver the foregoing Land Use Restrictions, Protective Covenants and Building Standards, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Rebecca Gilbert

SWORN to before me this 13<sup>th</sup> day of April, 1994.

James A. Demmitt (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 9-28-99

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STATE OF SOUTH CAROLINA        )  
   :  
 COUNTY OF SPARTANBURG        )

PROBATE AS TO JOHNNY L. PERRY

*PERSONALLY APPEARED* the undersigned witness and made oath that (s)he saw the within-named Johnny L. Perry, sign, seal and as grantor's(s') act and deed deliver the foregoing Land Use Restrictions, Protective Covenants and Building Standards, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

*[Handwritten Signature]*  
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SWORN to before me this 13<sup>th</sup> day  
 of April, 1994.

*[Handwritten Signature]* (SEAL)  
 \_\_\_\_\_  
 NOTARY PUBLIC FOR SOUTH CAROLINA  
 My Commission Expires: 9-28-1999