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Timothy J. Murray

STATE OF SOUTH CAROLINA)
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COUNTY OF GREENVILLE) DECLARATION OF COVENANTS,
) CONDITIONS, AND
) RESTRICTIONS FOR ASHER FARMS
) SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ASHER FARMS SUBDIVISION is made this 7 day of October, 2022, by SK Builders, Inc., a South Carolina Corporation organized and existing under the laws of the State of South Carolina, herein referred to as Declarant;

WHEREAS, SK Builders, Inc., (hereinafter "Declarant") is the owner of property known as "Asher Farms Subdivision" being fully described on Exhibit A attached hereto (hereinafter "the Property"); and

WHEREAS, Declarant desires to create a residential community in accordance with a uniform plat of development to preserve and maintain the property values, to maintain the natural beauty of the property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain harmonious architectural scheme, and to create a livable environment for the benefit of future purchasers of the property; and

WHEREAS, Declarant deems it desirable to accomplish the said purpose, to create an Association to which should be delegated the powers of administration of some of the aforesaid functions; and

WHEREAS, Declarant is currently the sole record title holder to the herein described property;

NOW THEREFORE, for and in consideration of the aforementioned considerations, and in further consideration of the mutual covenants, conditions, reservations, servitudes, and easements created herein for the benefit of the Declarant, Developer, their successors and assigns, and the future owners of the property, the undersigned hereby declare, create, and impose upon the herein described property the following covenants, restrictions, easements, reservations, and servitudes, which are hereby declared to be covenants running with the land:

THE DECLARANT EXPRESSLY RESERVES THE RIGHT TO AMEND OR RESTATE THIS DECLARATION WITHOUT THE CONSENT OF AN OWNER THEIR MORTGAGEE(S) OR THE ASSOCIATION FOR SO LONG AS THE DECLARANT OWNS ANY PORTION OF THE PROPERTY. ANY AMENDED OR RESTATED DECLARATION MAY CONTAIN ADDITIONAL

RESTRICTION OR OBLICATIONS AFFECTING THE USE OF THE COMMON AREA, A LOT, OR ANY OTHER SUCH PORTION OF THE PROPERTY. ANY AMENDED OR RESTATED DECLARATION MAY ALSO AFFECT AN OWNER'S OBLICATIONS AS A MEMBER OF THE HOMEOWNERS ASSOCIATION EVERY PURCHASE OR GRANTEE OF ANY LOT OR COMMON AREA NOW AND HERIN AFTER DESIGNATED BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE THEREOF ACKNOWLEDGES NOTICE OF THE DECLARANT'S RIGHT TO AMEND THIS DECLARATION AND THAT THEIR RIGHTS ARE SUBJECT TO CHANGE ANY SUCH AMENDMENT TO THE DECLARATION MADE BY THE DECLARANT MAY APPLY: (1) UPON THE DATE OF EXECUTION OR RECORDING OF THE AMENDED OR RESTATED DECLARATION (2) RETROACTIVELY TO THE DATE OF THIS SUBDIVISION DECLARATION OR TO SOME OTHER SPECIFIED DATE IN THE AMENDMENT, OR (3) PROSPECTIVELY TO SOME SPECIFIED DATE IN THE AMENDMENT. CERTAIN RIGHTS OF THE DECLARANT SHALL CONTINUE NO LONGER OWNS ANY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE RIGHT OF RE-ESTABLISHING ITS CLASS B MEMBERSHIP IF AND WHEN IT RE-AQUIRES ANY OF THE PROPERTY OR ANNEXES ADDITIONAL LAND TO THE PROPERTY.

REAL PROPERTY SUBJECT TO THIS DECLARATION

The real property which shall be held, transferred, sold, conveyed, and occupied subject to these restrictions consists of all that real property as shown on plat prepared for SK Builders, Inc., by 3D Land Surveying named "Asher Farms" containing 44.54 acres, more or less, and being located off South Carolina Highway 101, Greer, SC, bearing Greenville County Tax Map Number 0634020102800.

In the event of any conflict with the provisions hereof and any zoning ordinances of statutes or to subdivision laws or regulations that may be in effect on the date of the recording of these Covenants which would require a more stringent or strict standard, regulation, or use than required herein, then the terms, conditions, and requirements of such more stringent zoning or subdivision law, statute, or ordinance shall prevail.

I. DEFINITIONS

The definitions set forth below shall have the specific meanings stated:

"Annexation Declaration" shall mean an instrument recorded at the Greenville County Register of Deeds that subjects additional land to this Declaration.

"Architectural Guidelines" shall mean the architectural, design and construction guidelines and review procedures adopted pursuant to Article V below, as they may be amended.

"Articles of Incorporation" shall mean the Articles of Incorporations for Asher Farms HOA, a South Carolina nonprofit corporation.

"Association" shall mean Asher Farms HOA, a South Carolina non-profit corporation, its successors and assigns.

"Base Assessment" shall mean the assessment levied on all Lots subject to assessment under Article X below to fund common expenses, as determined in accordance with Article X below.

"Board of Directors" or "Board" shall mean the executive board of the Associations created by the Articles of Incorporation and Bylaws.

"Bylaws" shall mean the bylaws of the Association as they now or hereafter exist and as they may be amended from time to time.

"Common Area" or "Common Areas" shall mean all property, and any improvements thereon, wherever located, owned or leased by or dedicated to the Association, subjected to an easement or license in favor of the Association for the common use and enjoyment of Members or designated on the recorded subdivision plats for the Community as "Open Space", "Common Open Space" or "Common Area". Common Area shall include all water and sewer lines serving more than one Lot and located outside any public rights-of-way or utility easements. Common Area shall include any drainage easements, stormwater pipes, detention and retention facilities not accepted by any governmental authority for maintenance. Common Area shall include any roads, streets, sidewalks, entranceways, and cul-de-sacs in the Community not accepted by any governmental authority for maintenance.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community, or the minimum standards established pursuant to the Architectural Guidelines, Rule and Regulations, and Board resolutions, whichever is the higher standard. Declarant shall initially establish such standard, which may involve both objective and subjective elements. The Community-Wide Standard shall evolve as the Community evolves.

"Declarant Control Period" shall mean the period of time during which Declarant holds a fee interest or contractual right in any portion, however small, of the land described in **Exhibit A** attached hereto and incorporated herein.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Asher Farm Subdivision and any amendments hereto or restatements hereof

"Governing Documents" shall mean, collectively, this Declaration, any applicable Supplemental Declaration, the Articles of Incorporation, the Bylaws, the Architectural Guidelines and the Rules and Regulations, as the same may be amended from time to time.

"Lot" shall mean any separate parcel of land within the Community designated for separate ownership or occupancy and residential use.

"Limited Common Area" shall mean a portion of the Common Area reserved for the exclusive use of one or more, but less than all, of the Lots.

"Member" shall mean and refer to every person or entity entitled to membership in the Association as provided in Article III below.

"Mortgage" shall mean a mortgage recorded at the Greenville County Register of Deeds that is a lien against any Lot. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. A "First Mortgage" shall be a Mortgage having priority over all other Mortgages encumbering a Lot. "First Mortgagee" shall refer to a beneficiary or holder of a First Mortgage.

"Neighborhood" shall mean any area or areas within the Community designated by a Supplemental Declaration to be a distinct or separate residential area within the Community, the residents of which will share or have in common expenses, interests, concerns, responsibilities, needs or uses not shared by or common to all residents within the Community.

"Neighborhood Assessments" shall mean assessments levied in accordance with Section 10.4 below.

"Neighborhood Expenses" shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood or Neighborhoods, which may include reasonable reserves for capital repairs and replacements and reasonable administrative charges, as may be authorized pursuant to this Declaration or in the Supplementary Declaration(s) applicable to such Neighborhood(s).

"Occupant" means any person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of

whether such person is a tenant of the Owner of such property. "Occupants" shall refer to more than one Occupant.

"Owner" shall mean and refer to an owner of record of a fee simple interest in any Lot, including contract sellers, but excluding those having an interest only as security for the performance of an obligation. There may be more than one Owner of any single Lot.

"Recorded Document" shall mean any document, including any map or plat of survey, recorded at the Office of the Register of Deeds, Greenville County, South Carolina.

"Rules & Regulations" shall mean the initial rules and regulations for use and occupancy of the Lots and the Common Area set forth in Exhibit C, as they may be supplemented, modified, restated or superseded pursuant to Article III below.

"Special Assessments" shall mean assessments levied in accordance with Section 10.5 below

"Specific Assessments" shall mean assessments levied in accordance with Section 10.5 below

"Supplemental Declaration" shall mean any declaration of covenants, conditions and/or restrictions that Declarant may file at the Greenville County Register of Deeds subsequently to filing this Declaration, which shall apply only to a particular area or areas within the Community. Such Supplemental Declaration may supplement, change, amend or supersede the terms and provisions of this Declaration as necessary accommodate differences between the plan of the development for the subject property and the plan of the development for the rest of the Community.

II. ASHER FARM SUBDIVISION

Every person or entity who is an owner of a fee or undivided fee simple interest in any of the Lots shall be a Member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and shall not be separated from such ownership. The Association shall be organized and governed as follows:

2.1 Purposes. The purposes of the Association shall be:

- a. To operate, maintain and preserve all Common Areas, and all decorative and protective structures, ponds, utilities, landscaped areas and other improvements located thereon, if any
- b. To enforce provisions of the Governing Documents;
- c. To perform all duties and functions allotted to owner's associations;
- d. To promulgate and enforce the Rules and Regulations and administrative rules and regulations for use of the Common Area.

2.2 Powers and Responsibilities. The Association shall have all rights, powers and responsibilities and shall perform all duties and functions that may be assigned to it by the Declarant pursuant to this Declaration.

III. USES PROHIBITED AND PERMITTED IN RESIDENTIAL AREAS

All lots designated on the above-described recorded plat shall be solely for single-family dwellings, and Declarant imposes the following covenants and restrictions on use of the property:

- 1) No professional office, business, trade, or commercial activity of any kind shall be conducted in any building on any lot, or portion thereof, except for a home office.
- 2) No lot shall be used, and no building shall be erected, altered, placed, or permitted to remain on any lot, for any purpose other than the following:
 - a) construction of one (1) single-family dwelling per lot.
 - b) Accessory buildings, including one private garage per lot must be approved by the Architectural Control Committee.
 - c) Temporary building for uses incidental to construction work, which building shall be removed upon completion or abandonment of the construction work. Any structure under construction must be completed within one year from the date of commencement of its construction.
 - d) No house trailer or mobile home shall be placed on any lot, either temporarily or permanently. There shall be no school buses, campers, or any other similar vehicles placed on any lot at any time for use as storage or living quarters. No unlicensed vehicle or trailer is permitted to remain on any lot. No commercial vehicles shall be permitted to be stored or parked on any lot, unless the vehicle is necessary for performing approved

contract work for the owner of said lot.

- e) No signs or bulletin boards shall be permitted on any lot except when used in connection with the sale of said lot or when used by the building contractor during the period of construction of a building on a lot.
- f) No animals, livestock, or poultry of any kind, other than domestic house-pets, shall be kept or maintained on the property; and no livestock, poultry, or house-pets shall be kept on any property for commercial purposes. No dog with vicious tendencies shall be permitted on the property.
- g) No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to other residents or owners of lots in the subdivision.
- h) No tractor\trailer trucks will be permitted to remain parked upon the property or subdivision streets.

3) Any outbuilding shall be constructed so as to be compatible with the main dwelling on the property and shall be approved by the ARCHITECTURAL CONTROL COMMITTEE.

4) All buildings constructed on any lot shall have front and side building setback requirements that are consistent with the requirement mandated by the controlling Greenville County zoning or building authority.

5) There shall be no more than one principal dwelling and its accessory building on each lot, and no more than one family shall occupy a dwelling on any lot.

6) Plan of Design. All residences, and other structures constructed by the builder, shall be built in accordance with plans and specifications which have been or will be approved by Declarant.

7) No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or waste shall be kept, at all times, in sanitary containers. All incinerators or other equipment that is used for the storage or disposal of waste material shall be kept in a clean and sanitary condition.

8) All lots will be septic.

9) No trailer, basement, shack, garage, barn, or other outbuilding erected upon a lot shall, at any time, be used as a residence, either temporarily or permanently, nor shall any structure of

a temporary character, nor any structure which is unfinished or incomplete, be used as a residence.

10) No lot shall be used for repair work on automobiles or other vehicles, whether performed by the owner or otherwise.

11) The Declarant reserves to itself, its successors or assigns, the right to re-plat any residential lot or lots within the property for the purpose of making such lot or lots suitable for use as a residential building site.

12) All driveways on each lot shall be of either asphalt or concrete construction. In the event that an owner of a lot elects to use a material for the driveway other than asphalt or concrete, such material must be approved in writing by the ARCHITECTURAL CONTROL COMMITTEE prior to the installation of the driveway material.

13) The construction and installation of fences on any lot must have prior written approval by the ARCHITECTURAL CONTROL COMMITTEE. Any fence erected without such prior approval shall be removed by the committee at the lot owners expense, and permission for such removal is granted to the committee by the owner thereof. (see page 6 item 17)

14) All yards and vacant lots shall be maintained and kept in a neat, clean, and orderly manner. If a dwelling is completed on a lot, the lot must be grassed and the grass must be cut at reasonable intervals. If the lot is vacant, the lot must be kept free of trash and debris.

15) No sign of any kind shall be displayed in public view on any lot except for a sign advertising the property for sale or rent or a sign normally used by a building contractor for advertising and identification during the construction and sale period. Such signs shall be no larger than three feet by three feet in area. No lot owner, other than the Declarant, may erect a directional sign on the streets or right of way within the subdivision. Temporary garage sale or yard sale signs are permitted, but such signs must be removed no later than 5:00 p.m. on the day of the sale.

16) No television satellite antenna discs over 30 inches shall be allowed on any lot, and all satellite antenna discs must be placed at the rear of any residence.

17) No fencing of any type shall be allowed or erected that extends past the back drop line

of any residence. All fencing erected on the lots herein above referred to shall be approved by the ARCHITECTURAL CONTROL COMMITTEE. Any and all fencing shall be Charleston Style and shall be installed by a professional fence company.

18) No above ground pools of any kind, except for children's plastic wading pools, shall be allowed on any lot in the subdivision.

19) Each lot owner shall be responsible for erosion control on his/her lot and the water quality of water originating on his lot pursuant to the approved plans of the Greenville Storm Water Management Agency.

20) Property owners are subject to the requirements that are stated on the subdivision plat approved and recorded by the county.

21) Parking on subdivision streets is prohibited.

IV. EASEMENTS

The Declarant reserves, and is given, a perpetual, alienable, and releasable easement for the installation of utilities (including, but not limited to, water, electricity, telephone, cable TV, gas, and sewer) and drainage over, in, and under a ten (10) foot strip parallel to, and tangent with, all side lot lines of any interior lot and over, in, and under a five (5) foot strip parallel to and tangent with all lot lines that are on the exterior boundary of the subdivision and over, in, and under a five (5) foot strip parallel to and tangent with all rear lot line of any lot, as well as in and to all existing easements for water, gas, drainage, electricity, cable TV, and sewer. The Declarant further reserves to itself such easement rights as are specifically shown on the recorded subdivision plat. The Declarant shall have the unrestricted and sole right and power to alienate, convey, and release the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, are, and shall remain, private easements.

In the event that any lot shall be re-divided or re-platted, the side and rear lot line easements herein granted shall apply as originally platted and shall lie along the original lot lines existing at the time of the execution of these covenants. No lot owner, other than the Declarant, shall grant a utility easement to any person or entity across owner's lot to any property that is contiguous to the subdivision property.

Easements for drainage of surface water that appear on the subdivision plat are hereby reserved. Each owner of a lot that is subject to a drainage easement shall keep swales planted with grass or other ground cover, free and unobstructed and

in good condition. Declarant shall permit the installation of culverts if such become necessary.

Declarant hereby conveys to the owner of each lot in the subdivision a perpetual, non-exclusive easement for access, ingress, and egress across the roads shown on the subdivision plat, together with the perpetual right of easement of enjoyment and use in the common areas shown on the subdivision plat.

Each structure, including without limitation, residential dwellings, garages whether attached or detached, utility buildings, and other permitted structures, erected on any lot shall be situated on such Lot in accordance with the building and setback lines as shown on the recorded Plats of the Development. In no event shall any dwelling, garage, utility building, or other permitted structure be constructed and located upon any Lot nearer to any side Lot line than ten (10) feet, nearer to any rear lot line than five (5) feet, or nearer to any front lot line than twenty (20) feet.

V. ARCHITECTURAL CONTROL COMMITTEE

The ARCHITECTURAL CONTROL COMMITTEE is created for the purpose of ensuring the development of the real property as an area with a pleasing aesthetic appearance so as to preserve the harmony and consistency of the external design with the appearance of the existing structures in the subdivision. NO IMPROVEMENTS OF ANY KIND, INCLUDING MODIFICATIONS TO EXISTING STRUCTURES, SHALL TAKE PLACE ON ANY LOT BEFORE BUILDING PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

The ARCHITECTURAL CONTROL COMMITTEE shall be composed of Timothy Kalliainen, Stan McAlister, and Derek Kalliainen. In the event that either of the aforementioned persons is unable to perform his/her duties on the ARCHITECTURAL CONTROL COMMITTEE, the vacancy on the ARCHITECTURAL CONTROL COMMITTEE shall be filled by such person as is selected by the Declarant but remaining committee members may act for the committee. In the event a Management Company has been employed. ALL request are to be submitted through the Management Company.

At such time as Declarant has sold all of the lots in the subdivision, the ARCHITECTURAL CONTROL COMMITTEE shall be appointed by the prevailing homeowners association and shall have the duties and responsibilities set forth herein.

In the event that the ARCHITECTURAL CONTROL COMMITTEE fails to approve or disapprove any matter within the scope of its authority within sixty (60)

days after being submitted, prior approval by the ARCHITECTURAL CONTROL COMMITTEE shall be deemed to have been granted and no suit or claim against the party submitting the proposal shall thereafter be available to the ARCHITECTURAL CONTROL COMMITTEE or to any owner of the subdivision.

Applications for approval, as required herein, shall be made to the ARCHITECTURAL CONTROL COMMITTEE or to any member thereof. The ARCHITECTURAL CONTROL COMMITTEE may charge a reasonable fee for reviewing applications for approval. Each application for approval must bear a date of receipt and the owner or his representative submitting the application, and the date of delivery of the plan to the ARCHITECTURAL CONTROL COMMITTEE shall be the date of the commencement of the forty-five day approval period.

Prior to the commencement of construction of any addition or improvement to an existing dwelling or structure on a lot in the subdivision, the lot owner shall submit to the ARCHITECTURAL CONTROL COMMITTEE the plans and specifications, including elevations and plats, which shall contain and reveal all pertinent information necessary for the committee to act thereon. If the committee requests from the owner additional information, the sixty days for approval shall be extended by the number days from the date of the committee's request for the additional information and the date that the information is produced by the owner. The committee's approval or disapproval shall be in writing, addressed to the owner at the address given to the committee by the owner when the plans were submitted. The date of delivery to the owner shall be the date on which the decision was placed in the US mail, postage paid; and addressed to the owner, or the date of the placing of the decision in an overnight-delivery collection receptacle.

VI. WAIVER OF SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS

The ARCHITECTURAL CONTROL COMMITTEE is authorized to waive compliance with, approve, or ratify in the construction or alteration of any building or structure upon the real property, or the use or failure to use any of the requirements set forth herein. If, in the opinion of all the members of the ARCHITECTURAL CONTROL COMMITTEE, the same shall be necessary to prevent undue hardship because of special circumstances attendant to the property involved, the waiver, approval or ratification by the ARCHITECTURAL CONTROL COMMITTEE shall be binding upon all persons, and the powers of waiver herein conferred upon the ARCHITECTURAL CONTROL COMMITTEE shall be construed liberally so as to affect any matters or things included with the terms and conditions of these covenants. Any initial member may sign a waiver.

VII. AMENDMENTS AND MODIFICATIONS

The terms, provisions and restrictions set forth herein may be amended, upon the written approval by two-thirds of the number of owners of lots in the subdivision. If an owner owns more than one lot, that particular owner shall cast one vote for each lot owned. Any amendment to the terms, provisions, covenants, or restrictions of this Declaration shall become effective only upon the recording in the Register of Deeds, Greenville County, South Carolina, of an instrument which (a) sets forth the amendment; (b) states that the approval of two thirds of the owners has been given and obtained; and (c) is signed and acknowledged by each owner consenting to the modification or amendment.

No lot owner may impose additional covenants, restrictions, or conditions upon any property in the subdivision without prior approval of the ARCHITECTURAL CONTROL COMMITTEE.

VIII. TERM AND ENFORCEABILITY

If any owner shall violate any of these covenants the Association may assess a reasonable fine. It shall also be lawful for any owner of any real property in the subdivision to prosecute any proceeding, at law or in equity, against the offending owner to prevent the owner from continuing the violation or to recover damages for such violation. This invalidation of any one or more of these covenants by an order of a court of proper jurisdiction shall not affect the enforceability of any other provisions herein.

If any of the covenants contained herein are contrary to the requirements, policies or recommendations of the HUD, the VA, or any other recognized institution or agency, public or private, granting or insuring loans, and shall render any lot in the subdivision unacceptable for any such loan, the Declarant shall have the authority to amend, alter, or annul any covenants as may be necessary to make any of the property acceptable and eligible for such loan.

These covenants shall be deemed to be covenants running with the land and shall remain in full force and effect for a period of twenty-five (25) years from the date of the recording of these covenants and restrictions, and these covenants shall be automatically extended for such successive periods of ten (10) years unless a written agreement executed by a two-thirds majority of the then lot owners amending, modifying, or canceling these restrictions is recorded.

IX. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A Members. "Class A Members" means all Owners, with the exception of the Declarant and Approved Builder(s) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the owners of the specific Lot determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B Members. "Class B Members" means the Declarant and any Approved Builder(s) who own a Lot within the Subdivision and 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 it owns, plus one (1) vote for each Lot owned by a Person other than the Declarant. The Class B Membership shall cease and be converted to Class A Membership when Declarant and any Approved Builder(s) elect by written notice to the Association to convert their Class B Membership to Class A Membership or when the last Lot in the Subdivision is transferred by deed to an entity or individual other than the Declarant or an Approved Builder. Unless otherwise provided herein, all voting matters shall be decided by a simple majority vote. Requirements for a quorum shall be as provided by the Bylaws. The Member shall meet as provided by the Bylaws.

X. COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot (except for Declarant and Approved Builder(s)) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) a one-time Initiation Fee, (2) annual assessment or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as herein provided. The "Initiation Fee" shall be a charge collected at the initial closing of a Lot to an entity other than the Declarant or an Approved Builder, and again each time the subject Lot is transferred of record. The Annual Assessments, Special Assessments, and Special Individual Assessments (collectively "Assessments" and individually an "Assessment") together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made as of that date upon which such Assessment is made and continuing until paid. Each such fee and Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but shall remain a lien upon the transferred lot.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to:

- the costs of repairs, replacements and additions, labor, equipment, materials management and supervision of the Common Area;
- the payment of taxes assessed against the Common Area;
- the maintenance of water mains and in and upon the Common Area;
- the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), drives and parking areas within the Common Area;
- the procurement and maintenance of insurance in accordance with the Bylaws;
- the maintenance of retention areas or other bodies of water located within the Common Area, if any, as well as the maintenance of dams and areas surrounding such water;
- the maintenance of any "sign easement" areas located on any Lot, as shown on the Plat;
- the maintenance of entranceways, landscaping and lighting of the Common Area, road medians, islands and entranceways, and the lighting of streets (whether public or private);
- the costs associated with duties of the Architecture Review Committee;
- the employment of attorneys, management and other agents to represent the Association when necessary;
- the provision of adequate reserves for the replacement of capital improvements including without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Subdivision which the Association may be obligated to maintain. Such reserve fund is to be established out of the Annual Assessments or Special Assessments for common expense. Subject to the Declaration, the declarant and its successors and assigns, including the Association, will own and maintain the Common area and all Stormwater Management Facilities (structural and non-structural) located within the Common Area, including but not limited to, structural and non-structural Stormwater Management Facilities, buffers, low-impact development and associated elements. Within these areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the performance of stormwater features, easements, buffer areas, or which may

change the direction of flow of stormwater or drainage channels, or obstruct or retard the flow of water through the stormwater features in these areas.

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Subdivision, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws.

When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Subdivision.

Section 3. Initiation Fee. The Initiation Fee shall be assessed in the amount of (\$500.00) paid by the purchaser of a Lot and shall be paid or transferred to the Association contemporaneously with each transfer of ownership of any Lot to a Party other than the Declarant or an Approved Builder. The Initiation Fee shall not be prorated. The Initiation Fee shall be used for common expenses and can be used for unforeseen expenditures or to acquire equipment or services deemed necessary or desirable by the Board for common Association purposes.

Section 4. Annual Assessment. The initial Annual Assessment shall be set by the Declarant. Once the initial Annual Assessment has been set, the Annual Assessment shall be paid on a calendar year basis unless changed by the Board of Directors. The Declarant or an Approved Builder shall be exempt from paying all annual assessments.

From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum Annual Assessment may be increased each year by the Declarant or the Board by not more than ten (10%) percent above the maximum Annual Assessment for the previous year without a vote of the Owners. From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum Annual Assessment may be increased above ten (10%) percent of the maximum Annual Assessment for the previous year only by an affirmative vote of two-thirds (2/3) of all Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Special Assessments and Special Individual Assessments. In addition to the Annual Assessments, the Association may levy, in any calendar year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, or for other special or extraordinary, but not recurring purposes, as identified and approved by the Board, provided that any such assessment shall be approved by an affirmative vote of two-thirds (2/3) of all Owners who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The Declarant or an Approved Builder shall be exempt from paying all special assessments and special individual assessments.

In addition to the Annual Assessments and the Special Assessments, the Board shall have the power to levy a Special Individual Assessment applicable to any particular Owner (1) for the purpose of paying the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Area, including the public roads (prior to their acceptance for public maintenance), whether occasioned by an act or omission of such Owner, members of such Owner's family, or such Owner's agents, guests, employees, or invitees and not as a result of ordinary wear and tear, or (2) for the payment of fines, penalties, or other charges imposed against any Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws, or any rules and regulations promulgated by the Association or Declarant pursuant to this Declaration or the Bylaws. The due date of any Special Individual Assessment levied pursuant to this Section shall be fixed in the Board's resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least ten (10) days prior to the date upon which such Special Individual Assessment shall be due.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Owners not less than thirty (30) days and no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast forty (40%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall as to all Lots owned by Class A Members as of the filing of this Declaration. The first commence Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent Annual Assessments will be due not more than once in a twelve-month period as determined by the Board. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding the provisions of this Section 8, Lots owned by Declarant or Approved Builder(s) shall be exempt from the Initiation Fee, Annual Assessments, Special Assessments, and Special Individual Assessments during Declarant's or Approved Builder'(s) ownership of the Lot(s). The Initiation Fee, Annual Assessments, Special Assessments, and Special individual Assessments for such Lot(s) shall commence upon the date of sale of the Lot to a Class A Member.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any Initiation Fee, Annual Assessment, Special Assessment, or Special Individual Assessment not paid within thirty(30) days after the due date shall be subject to a fifty dollar (\$50) late fee and bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien created herein against the Lot subject to the Assessment in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs, and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for payment of the Assessment provided for herein by nonuse of the Common Area or abandonment of his or her Lot, nor shall damage to or destruction of any Improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein.

Section 10. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the appropriate governmental authority of any ad valorem taxes levied

against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the Subdivision shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments (including any late payment penalties) in an amount determined by dividing the total taxes, assessments, and penalties due the governmental authority by the total number of Lots in the Subdivision. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or equity or may elect to foreclose the lien against the Lot of the Owner. This Section shall not become applicable until Class B Membership ceases to exist.

Section 11. Subordination of the Lien to Mortgages. The lien of the Assessments against a Lot provided for herein shall be subordinate to the lien of any first mortgage upon such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale or transfer. No foreclosure sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12. Obligation of the Declarant with respect to Maintenance Assessments. So long as the Declarant owns at least one Lot in the subdivision, Declarant may opt to either pay all expenditures in excess of collections (deficit funding) or choose to have its Lots subject to the regular Assessments. After fifty (50%) percent of the Lots are conveyed to Owners other than the Approved Builder (s), any such deficit funding will be considered a loan to the Association and Declarant may require the Association to reimburse Declarant in full prior to the expiration of Class B Membership.

XI. COVENANTS, AGREEMENTS AND RESTRICTIONS.

The covenants, agreements and restrictions set forth herein shall be effective as of the date hereof and shall continue in full force and effect until written agreement of all of the Owners of the lots comprising the Lots and all parties holding mortgages secured by any lots comprising the Lots shall modify this Declaration of Easement, which modification shall be effective when recorded in the Register of Deeds Office for Greenville County and upon approval of the Greenville County Planning and Zoning Commission as an amendment to any Subdivision issued pursuant to Greenville County Regulations for any or all of the Lots. The covenants, agreements and restrictions herein may not be terminated nor may any limit be imposed on the annual expenses to be paid by any owner.

XII. SUBSEQUENT MODIFICATIONS.

All modifications to this Agreement shall be in writing and signed by the Owners of all properties benefitted or burdened by the easement rights created herein. However, in the event that Declarant shall request that minor modifications be made to this Agreement or to the rights created hereunder, which shall not substantially interfere with any of the rights or obligations created hereunder, then the Owners of said properties will sign a modification prepared by Declarant in order to accomplish said minor modifications.

XIII. MISCELLANEOUS.

A. The covenants, agreements and restrictions contained herein shall be covenants running with and for the benefit of and burden upon the Lots and shall be binding upon and inure to the benefit of the Owners thereof, and their respective heirs, successors and assigns. The rights granted herein shall be considered to create permanent easements.

B. In the event that the Owners desire to jointly make any decisions hereunder, they shall be made by majority vote of the Owners of the lots comprising the Lots.

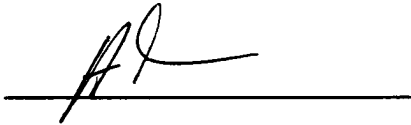
C. Each of the lots comprising the Lots shall be treated as if it has one Owner. If any of said lots are owned by more than one person, then all of said persons must unanimously agree on any decision to which they are entitled to vote hereunder. Therefore, if all of said persons cannot unanimously agree, then the Owner of said lot shall have no vote.

D. All communications sent pursuant to this Declaration shall be sent in writing and sent by certified mail to the last known address of the recipient.

<SIGNATURES TO FOLLOW ON NEXT PAGE>

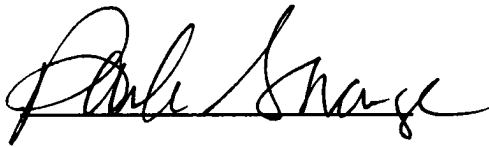
In witness whereof the undersigned has caused this DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ASHER FARMS SUBDIVISION to be executed
this date and year above-written.

SK Builders, Inc., Declarant

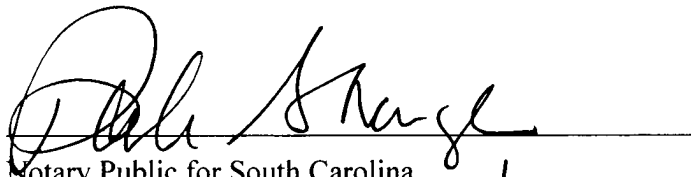


By:


Timothy Kalliainen, President



The foregoing instrument was acknowledged before me this 7 day of October, 2022
by Timothy Kalliainen, as President of SK Builders, Inc.


Notary Public for South Carolina
My Commission Expires: 2/24/25

