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STATE OF SOUTH CAROLINA )                    DECLARATION OF COVENANTS AND  
COUNTY OF OCONEE )                    RESTRICTIONS FOR FALCON'S LAIR

THIS DECLARATION made this sixteenth (16<sup>th</sup>) day of January, 2016 by Falcon's Lair Community Service Association, hereinafter called "Association".

*LCB*  
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WITNESSETH:

WHEREAS, Developer Falcon's Lair Development Corporation is the owner of the real property described in Exhibit "A" of this Declaration and has therefore created thereon a planned residential community with roads and certain amenities; and

WHEREAS, the Developer originally provided for the preservation and enhancement of the values, amenities and opportunities in said community and for the maintenance of the property and improvements to be constructed thereon, and to this end, subjected the property to the covenants, restrictions, easements, charges and liens in the Declaration of Covenants and Restrictions for Falcon's Lair dated December 15, 1990 and recorded in Deed Book 644 on page 268-293 record of Oconee County, South Carolina, and supplemental declaration for annexation of section five dated August 20, 1997 and recorded in Deed Book 931, page 129-131 records of Oconee County, South Carolina; and

WHEREAS, the Developer for the efficient preservation of the values and amenities in said community created an agency known as Falcon's Lair Community Service Association which has the powers of owning, maintaining, and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and dispersing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and,

WHEREAS, the Developer incorporated under the laws of State of South Carolina the Falcon's Lair Community Service Association as a non-profit corporation for the purpose of exercising the functions aforesaid;

WHEREAS, pursuant to Article XI entitled General Provision of the Covenants and Restrictions recorded in Deed Book 644 on pages 268-293 records of Oconee County, South Carolina, the said covenants were to run with and bind the land and all parties and persons claiming under them for a period of 25 years from the date they were recorded, to wit: February 5, 1991 and extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots or parcels is recorded agreeing to change said covenants in whole or in part; and

WHEREAS, the majority of owners of the lots or parcels desire to change said covenants and restrictions as set forth in Deed Book 644 on pages 268-293 records of Oconee County, South Carolina and any and all amendments, changes and additions thereto presently existing; and

WHEREAS, the signatures of the majority of owners of the lots and parcels are affixed to this document affecting the changes to the previous covenants and restrictions as desired:

Now, therefore, the covenants and restrictions set forth in Deed Book 644 on pages 268-293 are amended, changed and modified and real property described as lot numbers 2-1 through 2-39, numbers 3-1 through 3-44 and numbers 5-1 through 5-40 shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, changes and liens hereinafter set forth.

ARTICLE I  
DEFINITIONS

**Section 1.** “Declaration” shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be supplemented or amended.

**Section 2.** “Association” shall mean and refer to Falcon’s Lair Community Service Association, a South Carolina non-profit corporation, its successors and assigns.

**Section 3.** “Developer” shall mean and refer to MPS Development LLC, its successors and assigns.

**Section 4.** “Development” shall mean and refer to Falcon’s Lair as the same may be shown on the maps thereof recorded from time to time.

**Section 5.** “Board” shall mean and refer to the Board of Directors of the Falcon’s Lair Community Service Association.

**Section 6.** “General Plan of Development” shall mean that plan as publicly distributed which shall represent the total general scheme and general use of land in the properties, as such may be amended from time to time.

**Section 7.** “The Properties” shall mean and refer to all property which shall become subject to the Declaration.

**Section 8.** “Common Area” shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties, which are intended and are designated by the Developer to be devoted to the common use and enjoyment of the members.

**Section 9.** “Home” shall mean and refer to any portion of the structure situated upon the properties designed and intended for the use and occupancy as a residence by a single family.

**Section 10.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the properties with the exception of common area as heretofore defined.

**Section 11.** "Golf Course" shall mean and refer to Falcon's Lair Golf Club including all land devoted exclusively to its use.

**Section 12.** "Improvement" shall mean and refer to all buildings, out-buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennas and any other structure of any type or kind.

**Section 13.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any real property within the development, but excluding those having such interest merely as security for the performance of an obligation; or any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement in which case seller under said agreement shall cease to be the owner while said agreement is in effect.

**Section 14.** "Occupant" shall mean and refer to the occupant of a home who shall be either the owner or a lessee.

**Section 15.** "Parcel" shall mean and refer to all platted subdivisions of one or more lots which are subject to the same supplementary declaration.

**Section 16.** "Plat" shall mean the maps or plats of Falcon's Lair as they are from time to time recorded.

**Section 17.** "Supplementary Declaration" shall mean and refer to the recorded Supplemental Declaration of Developer which incorporates the provisions of this Declaration therein by reference.

**Section 18.** "By-laws" shall mean and refer to the By-laws of the Association.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Oconee County South Carolina and more particularly described lot numbers 2-1 through 2-39, and lot numbers 3-1 through 3-44, and lot numbers 5-1 through 5-40 and such other property as may be placed under this Declaration.

## ARTICLE III

### FALCON'S LAIR COMMUNITY SERVICE ASSOCIATION

**Section 1.** General. The Association is a South Carolina non-profit corporation organized to further and promote the common interests of property owners in the Development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-laws.

**Section 2.** Membership.

- (a) Classes of Members. There shall be two classes of members.
- (b) Class A Members. Each owner, except the Developers, shall by reason of ownership be a member of the Association.
- (c) Class B Members. The Developer shall be a Class B member.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

**Section 1.** **Members.** Every person or entity, not including the Developer, who is a record owner of a fee or an undivided fee interest in any lot or home subject to the covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All members of the Falcon's Lair Community Service Association shall be governed and controlled by the Articles of Incorporation and the By-laws thereof.

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

**Class A.** Class A members shall be all owners of real property within the development and shall be entitled to one (1) vote for each lot owned or occupied by them but the term shall not include the Developer

**Class B.** The Class B member shall be the Developer, who shall have one (1) vote.

When more than one person holds an interest in any lot or home, the vote for such lot or home shall be exercised as they among themselves determine.

The Class B membership for MPS Development LLC shall cease upon five (5) years from the date of these covenants are recorded. Class B membership may be granted, however, to a successor Developer by a majority vote of the Board of Directors at any time until February 5, 2021.

## ARTICLE V

### COMMON AREA

**Section 1.** Obligations of the Association. The Association, subject to the rights of the owners set forth in this Declaration shall be responsible for the exclusive management and control of the common area and all improvements thereon (including furnishing and equipment relating thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

**Section 2.** Members' Easement of Enjoyment. Subject to the provisions herein, every owner shall have a right and easement of enjoyment in and to the common area, including the streets and roads, which shall be appurtenant to and shall pass with the title to every lot and home, and every member shall have a right of enjoyment in the common area. The Members' Easement granted in this Section shall not cease upon the termination of the restrictive covenants, but shall be perpetual in nature and shall run with the land. Although the golf course known as Falcon's Lair Golf Course is not common property. Each member shall have the right to join the golf club upon the payment of an initiation fee and annual dues.

**Section 3.** Extent of Members' Easement. The members' easements of enjoyment hereby shall be subject to the following:

- (a) The right of the Association to establish reasonable rules and fees for the use of the common area;
- (b) The right of the Association to suspend the right of an owner to use the common areas for any period in which any assessment against his property remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the aforesaid common areas for a period not to exceed sixty (60) days for

any other infraction of this Declaration or rules passed by the Association; provided, however, the right of a member to use the streets and roads for ingress and egress between his property and the public street or road leading to the property shall in no event be suspended.

(c) The right of the Association to mortgage any or all of the facilities constructed on the common area for the purposes of improvements or repairs to association land or facilities pursuant to approval of the Class B member and of two-thirds (2/3) of the votes of the owners who are voting in person or by proxy in a regular meeting of the Association or at a meeting duly called for the purpose; provided the Association shall in no event mortgage the streets and roads within the development.

(d) The right of the Association to dedicate or transfer all or any part of the common area including streets and roads, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members and the Class B member agreeing to such dedication or transfer has been recorded.

**Section 4.** Delegation of Use. Any member may delegate the right of enjoyment to the common area facilities to the members of his family, to his guests, and to tenants of a home or lot subject to such general regulations as may be established from time to time by the Association.

**Section 5.** Damage or Destruction of Common Area by Owner. In the event any common area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize the Association to repair such damaged area; the Association shall repair such damaged area



in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repair shall become a special assessment upon the lot and/or home of said owner.

**Section 6.** Title to Common Area. The Developer may retain the legal title of the common area or portions thereof until such time as it has completed improvements on the property, but notwithstanding any provision hereto, the Developer hereby covenants that it shall convey the common area or portions thereof to the Association, free and clear of all liens and financial encumbrances not later than the termination of the Class B membership in good repair, reasonable wear and tear accepted and in accordance with the judgment against MPS Development filed in court September 11, 2014. The Association must approve the transfer of any and all of the common areas with a majority vote of the membership. Members shall have all the rights and obligations proposed by the Declaration with respect to such common area.

**Section 7.** The Association may impose a road impact fee to be paid by an owner at the time construction of a home begins. The purpose of this fee is to offset damage done to roads during construction.

## ARTICLE VI

### COVENANTS FOR MAINTENANCE ASSESSMENTS

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot or home by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to such Association the following:

- (1) Annual general assessments or charges,
- (2) Special assessments for capital improvements, and

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Developer owned property shall not be subject to any assessments until termination of the class "B" membership. At such time assessments will be the same as for class "A" members.

**Section 2.** General Assessment.

- (a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and in particular, for the improvement, maintenance, and operation of the common area and facilities.
- (b) Basis of Assessment. Each property owner will be assessed equally in connection with the general assessment without regard to the value of his/her home or lot.
- (c) Method of Assessment. By vote of the majority of the Directors, the Board shall fix the annual assessments upon the basis provided above; provided however, the annual assessment shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the dates such assessment shall become due. The Board may provide for the collection of assessments annually, monthly or quarterly; provided, however, that upon default in the payment of any one or more installments the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

**Section 3.** Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area including fixtures and personal property related thereto. Such assessments may be against each lot, provided it is approved by two-thirds of the vote of the quorum who are voting in person or by proxy at a special meeting duly called for that purpose.

**Section 4.** Date of Commencement of Annual Assessments. Annual assessments may be commenced in stages to coincide with the completion of the installation of utilities, roads, and amenities in each section of the development.

**Section 5.** Effect of non-payment of assessment: Assessments, fines and installments thereon not paid when due shall be assessed a late fee of twenty- five dollars (\$25) per month and reasonable attorney fees and costs, if placed in the hands of an attorney for collection. All payments upon account shall be first applied to all fees and costs incurred, then to the assessment payment first due. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in the same manner as foreclosure of a mortgage upon the giving of thirty (30) days written notice to the owner at his/her last known address and upon filing a Lis Pendens in the Clerk of Court's Office for Oconee County, South Carolina. In such event, the Association shall be entitled to recover attorney's fees and costs incurred in bringing and prosecution of such action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

**Section 6.** Subordination of a Lien to Mortgages. The lien of the assessments provided for herein are hereby subordinate to the lien of any mortgage representing a lien on said property without necessity of recording any separate document. Sale or transfer of any lots shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which

became due prior to such sale or transfer. No sale or transfer shall relieve such lot of liability from any assessments thereafter becoming due or from the lien thereof.

**Section 7.** Exempt Property. The following property subject to this declaration shall be exempted from the assessments, charges and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all common areas; (3) the golf course and lands devoted exclusively for use by the golf club including the lands for the clubhouse; and (4) Class B member's property.

**Section 8.** Annual Budget. By the majority vote of Directors, the board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the declaration and all supplementary declarations shall be met.

## ARTICLE VII

### ARCHITECTURAL CONTROL

**Section 1.** The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall be appointed by the Board of Directors and shall include one (1) Class B member. At such time as the Class B membership expires, the board shall be appointed by the Board of Directors and may be increased in size by the Board of Directors. Committee members shall be subject to removal by the Board of Directors and any vacancies from time to time existing shall be filled by appointment of the Board of Directors.

**Section 2.** Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the properties and of improvements thereon, including grading, in such a manner as to preserve and enhance values in a harmonious relationship among the structures and natural vegetation and topography.

**Section 3.** Additions. The number of improvements, alterations, repairs, changes of paint colors, excavations, changes in grade, or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the dates such property was first conveyed in fee simple by the Developer to an owner, shall not be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this declaration; provided however, that the Architectural Review Board shall have no control or authority to regulate any structure or improvements, alterations, repairs, excavations, changes in paint colors, changes in grade, cutting of trees or underbrush or other work which takes place on the lands devoted to the golf course including the clubhouse. No building, fence, wall, dock, residence, or other structure shall be erected, maintained, or improved, altered, made or done without the prior written approval of the Architectural Review Board.

**Section 4.** Procedures. In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors who may reverse or modify such decision by a majority vote of the Directors.

**Section 5.** Rules. The following rules apply to all home and lot owners, as well as the Developers.

- (a) No above ground pools shall be allowed.
- (b) Building permits required when starting any new external building construction or making additions, alterations, renovations or demolition of existing structures.
- (c) All fencing shall be at least 48" in height, made of horizontal and vertical black metal material.

**Section 6.** Grounds for Disapproval. The Architectural Review Board may disapprove any application:

- (a) If such application does not comply with this Declaration;
- (b) Because of the reasonable dissatisfaction of the Architectural Review Board with grading plans, location of the proposed improvements on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or
- (c) If, in the judgment of a majority of the Architectural Review Board reasonable exercised, the proposed improvement will be inharmonious with the development, or with the improvements erected on other lots or parcels.

**Section 7.** Rules and Regulations. The Architectural Review Board shall, from time to time, adopt written rules and regulations of general application governing its procedure which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

**Section 8.** Variances. The Architectural Review Board may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots or parcels.

**Section 9.** Certification of Compliance. At any time prior to completion of construction of an improvement, the Architectural Review Board may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor or engineer that such improvement does not violate any set-back, ordinance

or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provision of these restrictions.

**Section 10.** Administrative Fees. As a means of defraying its expenses, the Architectural Review Board may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth of 1% of the estimated cost of the proposed improvement, subject to a minimum fee of \$25.00. No additional fee shall be required for resubmissions.

**Section 11.** Liability. Notwithstanding the approval by the Architectural Review Board of plans and specifications or its inspection of the work in progress, neither it, the Developer, nor any person acting on behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Architectural Review Board, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

## ARTICLE VIII

### RESIDENTIAL RESTRICTIONS

**Section 1.** Completion of Construction. Construction of any improvements, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for 90 consecutive days or which have been partially or totally destroyed and not rebuilt within twelve (12) months shall be deemed nuisances. The Developer or the Association may remove any such nuisance or repair or complete the same at the cost of the owner.

**Section 2.** Prohibition Against Used Structures. Without the approval of the Architectural Review Board no used buildings or structures, intended for use as a dwelling, shall be placed on any lot,

**Section 3.** Maintenance of Lots. All lots, whether occupied or unoccupied, including the lots owned by the Developer, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right through its agents and employees, to do so, the cost of which shall be added to and become a lien upon said lot and shall be enforceable by the members of the Board of Directors as provided in this Declaration. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed.

**Section 4.** Golf Course Lots. Owners of lots or parcels adjacent to golf course fairways shall permit reasonable entrance upon their lots for retrieval of golf balls.

**Section 5.** Driveways for Lots 3-41, 3-42, 3-43, 3-44, and 3-1 shall lead only from streets or roads within Falcon's Lair and shall not provide access to road S37-198 or the county road known as WA29.

## ARTICLE IX

### USE OF PROPERTY

**Section 1.** Protective Covenants.

(a) Residential Use. All property consisting of lot numbers 2-1 through 2-39, and 3-1 through 3-44 and 5-1 through 5-40 shall be used, improved and devoted exclusively to single family residential use with the exception of lots 3-38, 3-39 and 3-40 which are hereby reserved for the personal use and/or development by the Developer. Nothing herein shall be deemed to prevent the owner from leasing a home to a single family, subject to all the provisions of the declaration. Further, nothing herein shall be deemed to prevent the Developer from installing and



using a residential lot as a site for a model home or a residential sales office.

- (b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.
- (c) Restriction on Further Subdivision. No lot after the initial subdivision shall be further subdivided or separated into smaller lots by any owner with the exception of lot 3-38. No portion less than all of any such lot, nor any easement or other, provided this shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments so as to adjust lines between lots.
- (d) Other Restrictions.
  - (1) No temporary house, no temporary or permanent storage building, shack, mobile home, tent, barn or other out building shall be erected or placed upon said lots. Said lots shall be used for single family residence purposes only. No streets, roads or driveways shall be opened through said lots to serve adjoining property, except as such as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified, except as approved in writing by the Architectural Review Board.
  - (2) No clearing, grading, building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color and/or finish, plot plans showing the proposed location of such building or structure, drive and parking areas shall have been approved in writing by the Architectural Review Board, its successors or assigns. No tree over thirty inches in diameter may be removed from any lot or parcel without the prior written consent by the Architectural Review Board.

Refusal of approval of plans, locations or specifications may be based by the Architectural Review Board upon any reason, including purely aesthetic conditions, which in the sole discretion the Architectural Review Board shall be deemed sufficient. No alteration in the exterior appearance of any building structure shall be made without like approval by the Architectural Review Board. One copy of all plans and related data shall be furnished to the Architectural Review Board for its records.

- (3) Whenever buildings are erected on any lot or constructed in whole or in part of concrete, concrete blocks, cement blocks or other fabricated masonry block units, not including bricks, the entire surface of such blocks exposed upon the finished grade shall be veneered with brick, natural stone, stucco, wood or other material approved by the Architectural Review Board.
- (4) Any porch or deck shall be secured between its base and the ground with some material to be approved by the Architectural Review Board.
- (5) No lot or parcel of land shall be used as dumping ground for rubbish, trash or garbage, and no owner shall burn trash, garbage or other refuse without a permit from the Architectural Review Board, nor shall any owner accumulate on his lot junked vehicles or litter, refuse or garbage; nor shall any lot or parcel be used for any keeping or breeding of any livestock animals or poultry of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or may

become an annoyance to the neighborhood. Garbage and trash containers shall be buried or shall be located within an enclosure. The design and material of said enclosure shall be in keeping with the general appearance of the house and its design shall be approved by the Architectural Review Board. Fuel storage tanks on any lot or parcel shall be either buried below the surface of the ground or screened to the satisfaction of the Architectural Review Board.

- (6) All houses to be constructed on lots may only be constructed by a licensed home builder approved by the Architectural Review Board, which approval the Architectural Review Board will not unreasonably withhold.
- (7) No single family building shall be located nearer to a street line than forty (40) feet, to a rear line than fifty (50) feet, nor near to an interior side lot line than ten (10) feet unless otherwise approved by the Architectural Review Board. For the purpose of this covenant, eaves, steps and porches shall be considered as a part of the building.
- (8) No single family detached residential building shall be located on said lots unless said building shall have at least 1,700 square feet of living space not including garages or carports. Any such building which exceeds one story in height shall not have less than 1,000 square feet on the ground floor and a minimum of a two (2) car garage with doors. No such building shall exceed two (2) stories in height. Nothing herein contained shall be construed as preventing the location on said property of any residential building designed as a "split level", such building being one in which floor levels of habitable space are separated so that the ground levels are on different elevations, and part of

said dwelling is three (3) stories in height. In the case of split level buildings there shall be not less than 1,000 square feet of heated living space on the ground floor elevations. A detached building not exceeding two (2) stories in height may also be placed on said lots to be used as a garage for not more than four (4) automobiles and such building may, in addition, contain servants quarters or a work shop.

- (9) Adequate off street parking shall be provided by owners of said lots for the parking of automobiles owned by such owners, and said owners agree not to park their automobiles on the adjacent roads and streets as a matter of course. An enclosed garage shall be built with each home for the purpose of parking vehicles. Boats, campers, recreational vehicles and trailers of any kind may be parked on said lots for short periods of time, not to exceed two (2) consecutive days within any continuous ten (10) day period unless enclosed in a garage. The Board of Directors may approve additional time for good cause when requested.
- (10) Easements are reserved to the Developer, its successors and assigns for the installation and maintenance of utilities, draining facilities, over the front and rear ten (10) feet of each parcel or lot and ten (10) feet along each side line.
- (11) No advertising signs, billboards or high and unsightly structures, with the exception of home/lot "for sale" signs, shall be erected on any lot or displayed to the public on any lot, or parcel, except after written permission of the Architectural Review Board, its successors and assigns as obtained.
- (12) The grounds of each lot shall be maintained in a neat and attractive condition.

- (13) Each owner shall keep drainage ditches and swales located on his/her lot or parcel free and unobstructed and in good repair and shall provide for the installation of such culverts upon his/her lot or parcel as may be reasonably required for proper drainage.
- (14) No drilling, including wells, refining, quarrying or mining operations of any kind shall be permitted on any lot.

(e) Exceptions. The Architectural Review Board may issue temporary permits to except any prohibitions expressed by this section, provided the Board can show good cause and acts according to adopted guidelines and procedures.

**Section 2.** Maintenance of Property. Each owner, including Developers, shall keep all lots owned by him/her, and all improvements hereon, in good order and repair and free from debris including, but not limited to, the mowing of all lawns, and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Each lot, including those owned by the Developer, shall be mowed monthly by the 10<sup>th</sup> of each month during the growing season as is defined from April 1 through November 10.

**Section 3.** Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the above described premises for ingress, egress, installation, maintenance and repair of all utility lines and systems, including but not limited to water, electricity, telephone, cable television, and gas lines if applicable. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities' equipment on said property, to excavate for such purposes and to affix and maintain wires, provided the same be underground, circuits, and conduits on the properties, provided such company restore disturbed areas to the condition in which they were found. This easement shall in no way affect any other recorded easements on the property.

**Section 4.** Developers Easements to Correct Drainage. For a period of ten (10) years from the date of the conveyance of the first lot in a parcel, the Developer reserves a blanket easement and right on, over and under the ground within that parcel to maintain and to correct drainage and surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

## ARTICLE X

### ANNEXATION

**Section 1.** Property to be Annexed. Developer may, by approval of a majority vote of the Board members, annex to the development any other real property owned by Developer which is contiguous or adjacent to or in the immediate vicinity of the Development.

**Section 2.** Manner of Annexation. Developer shall effect such annexation by recording a plat of the real property to be annexed and by recording a Supplemental Declaration which shall:

- (a) Describe the real property being annexed and designate the permissible uses thereof;
- (b) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Reserved Areas; and,
- (c) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Upon the

recording of such plat and the Supplemental Declaration, the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration.

## ARTICLE XI GENERAL PROVISIONS

**Section 1.** Duration. These covenants shall run with and bind the land and all parties and persons claiming under them for a period of ten (10) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots or parcels has been recorded, agreeing to change said covenants in whole or in part.

If anyone bound to observe and comply with the protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest and subject to these covenants to prosecute any proceeding at law, or in equity against such violator to prevent or recover damages for such attempt or violation including enforcement by the Association for the Architectural Review Board.

In addition to the remedies provided herein, if anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for the Board of Directors of the Association to levy a fine in the amount of twenty-five (\$25.00) dollars for each day the violation continues to exist after actual notice of the violation is given to the lot owner, or ten (10) days from the date written notice of the violation is mailed to the landowner's address of record with the Association via US Certified mail, return receipt requested.

If said violation is not corrected within ten (10) days after notification from the Board of Directors is given, the fine(s) shall be and become an assessment and lien upon

the property and shall be fully enforceable by the Association the same as all other liens and assessments herein provided.

**Section 2.** Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3.** Declaration.

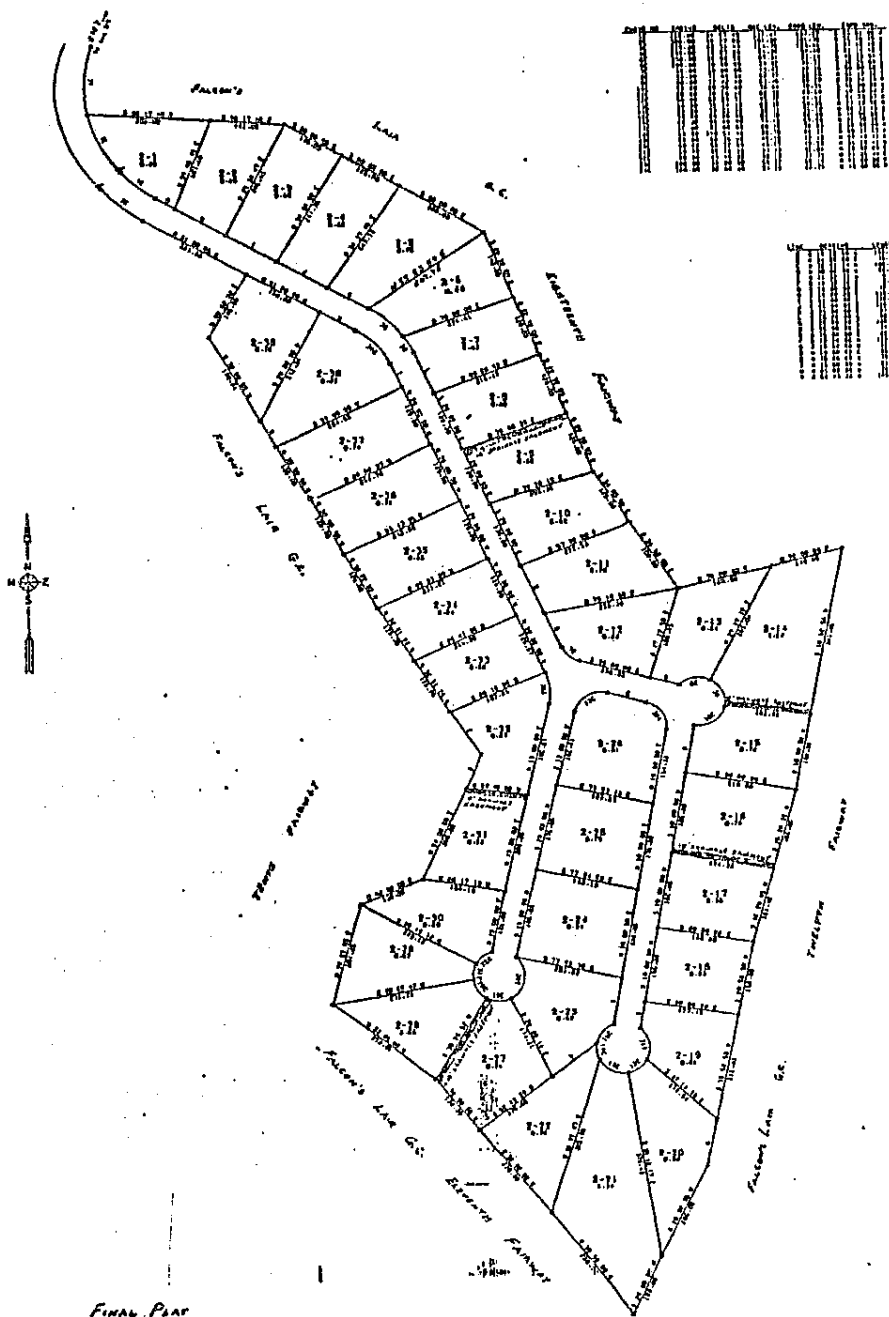
We the undersigned, owners of a lot or lots within Falcon's Lair planned residential development, do hereby approve the changes to the Covenants and Restrictions pertaining to said development presently recorded on February 5, 1991, in Deed Book 644, Pages 268-293, together with the Supplemental Declaration for Annexation of Section Five Falcon's Lair, recoded August 20, 1997, in Deed Book 931, Page 129, records of Oconee County, South Carolina, as set forth on **Exhibit A** attached and as shown in Plat Book A514 at page 1 of Oconee County, S.C.

I further understand that all other provisions of the original Covenants and Restrictions and the Supplemental Declaration not changed or amended shall remain in full force and effect unless and until changed or amended as provided.



EXHIBIT A

Book *Copy* Page *294*

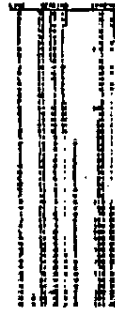
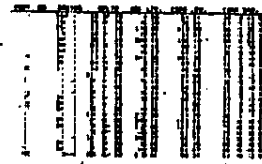
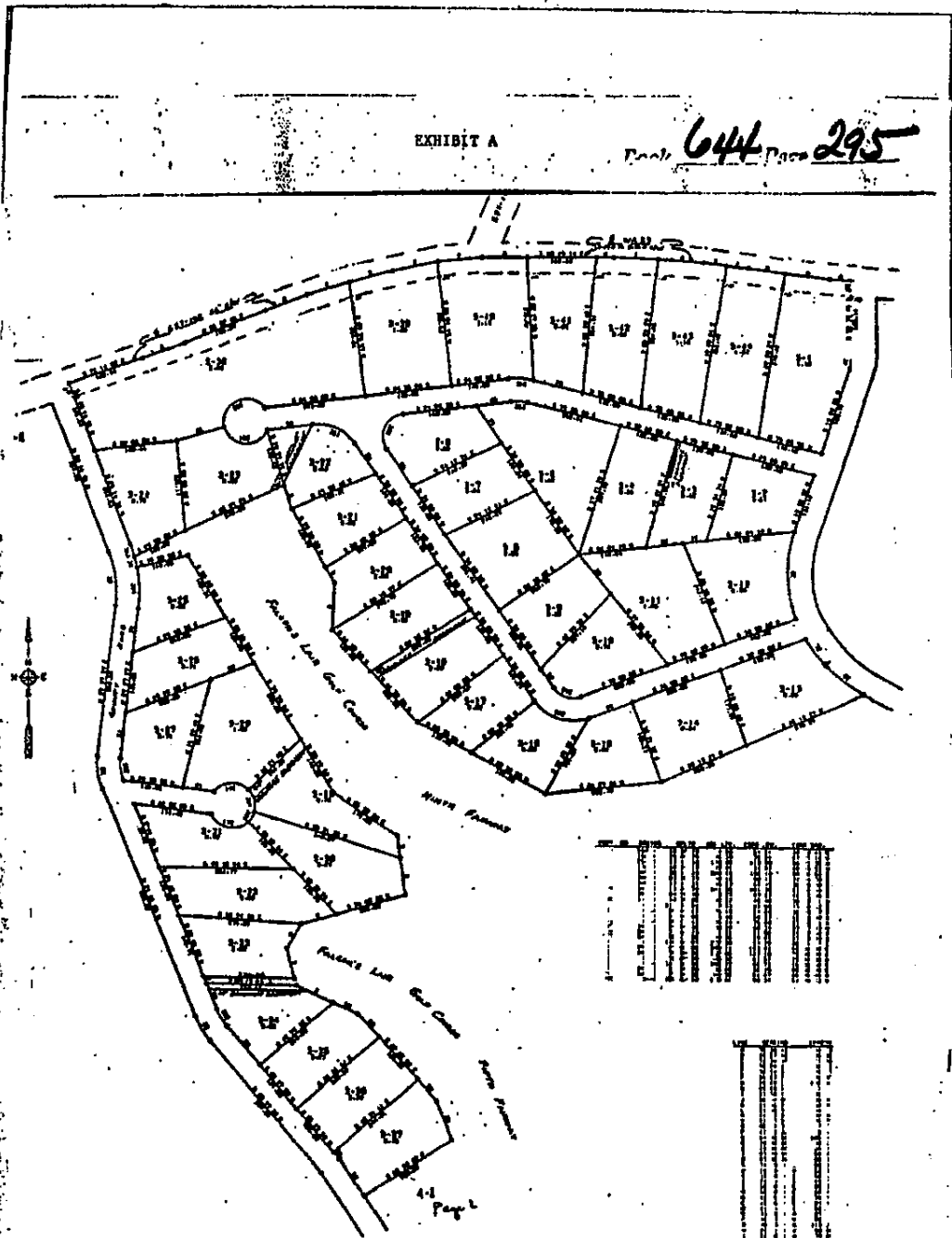


FINAL PLAT

<p>LOCATION MAP (SCALE)</p>	<p>NOTES</p> <ol style="list-style-type: none"> <li>1. (ASH) PINS AT ALL LOT CORNERS</li> <li>2. ALL ROADS ARE 50' WIDE</li> <li>3. LOTS 1, 14, 15, 27 AND 31 HAVE 10' DRAINAGE FRONTS AS SHOWN.</li> </ol>	<p>ELESON ENGINEERING SERVICES</p> <p>PLAT OF UNBALANCED INVERSE RESECTION OF FIELD SURVEY - 1:10000 SCALE - 1 IN. = 100 FT. 100 0 100</p> <p>PLAT PREPARED FOR FALCON'S LAIR SECTION 2 <i>David DeWitt &amp; Jay Bell</i></p> <p>DATE: AUGUST 1, 1988 STATE OF SOUTH CAROLINA COUNTY OF BEUCE TOWNSHIP OF WICKER FALCON'S LAIR G.C. INC.</p> <p>1. SIGNED AND FILED IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF SOUTH CAROLINA, 1978, CHAPTER 10, SECTION 10-1-10, AS AMENDED.</p> <p><i>[Signature]</i> REGISTERED PROFESSIONAL SURVEYOR FALCON'S LAIR G.C. INC.</p> <p>PROPERTY SUBJECT TO ANY AND ALL EASES OF WAY, EASEMENTS, OR RESTRICTIONS OF RECORD. FIELD BOOK OF ELSA-CODON SEP. PLAT BOOK NO. 24</p>
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EXHIBIT A

Book 644 Page 295



Final Plat



- Notes**
1. See plat of Map Creek
  2. Lots 1-12 and lots 13-24 are 20' wide and 20' deep. The 40' wide and 20' deep lots are 10' wide and 20' deep.
  3. All 20' wide lots are 20' deep.
  4. Lots 1-12 and 13-24 are 20' wide and 20' deep.
  5. Lots 1-12 and 13-24 are 20' wide and 20' deep.
  6. Lots 1-12 and 13-24 are 20' wide and 20' deep.
  7. Lots 1-12 and 13-24 are 20' wide and 20' deep.
  8. Lots 1-12 and 13-24 are 20' wide and 20' deep.

CLENSON ENGINEERING SERVICES

PLAT OF UNIMPROVED LOTS  
 SECTION 3 OF TOWN OF FALCON  
 SCALE 1" = 100.00 FT.  
 DATE: AUGUST 20, 1998  
 TOWN OF FALCON, MISSOURI  
 PLAT NO. 644-295  
 PLAT PREPARED FOR  
 FALCON'S LAKE DEVELOPMENT  
 SECTION 3  
 PROJECT SHALL BE BY THE CITY OF FALCON, MISSOURI, IN CONNECTION OF RECORDING THIS MAP OF TRACTS. REF. PLAT BOOK 21, PAGE 26

**IN WITNESS WHEREOF**, the majority of the owners of property in Falcon's Lair have hereunto placed their hands and seals on the day and year first above written.

Wilma F. Pollack (L.S.)

John Arzabuzi (L.S.)

Martin A. Brody (L.S.)

Sharon Murphy (L.S.)

James J. De... [unclear] (L.S.)

Donna N. Williams / [unclear] (L.S.)

[unclear] (L.S.)

Kim Censhau (L.S.)

Kathleen Crowe (L.S.)

[unclear] (L.S.)

The Lee Company, LLC (L.S.)

[unclear] (L.S.)

[unclear] (L.S.)

[unclear] (L.S.)

[unclear] (L.S.)

John R. Passer (L.S.)

Carolyn Passer (L.S.)

Karen R. Brady (L.S.)

James E. Brady (L.S.)

Carl Jones  
Witness as to all signatures

Lucy C. Brand  
Witness as to all signatures

SIGNATURES CONTINUED ON NEXT PAGE

*Carol Jones*

Witness as to all signatures

*Jane C. Brandt*

Witness as to all signatures

*Robert W. Boone* (L.S.)

*Billy Andrews* (L.S.)

*Marjorie K. Wright* (L.S.)

*Monte S. Wright* (L.S.)

*Edna H. Sweet* (L.S.)

*Cynthia Wilson* (L.S.)

*Dora F. Astor* (L.S.)

*Wallace F. Astor* (L.S.)

*W. Sweet* (L.S.)

*J. H. [unclear]* (L.S.)

*Joseph [unclear]* (L.S.)

*Walter Wright* (L.S.)

*Ernestine L. Wright* (L.S.)

*[unclear]* (L.S.)

*Virginia M. [unclear]* (L.S.)

*Dr. R. [unclear]* (L.S.)

*Julian R. Lusk* (L.S.)

*Harry Hunter* (L.S.)

*Alice Regina Hunter* (L.S.)

*Abraham C. [unclear]* (L.S.)

*Elizabeth [unclear]* (L.S.)

SIGNATURES CONTINUED ON NEXT PAGE

*Carol Jones*

Witness as to all signatures

*Jay C. Brandt*

Witness as to all signatures

*Margaret Domancic* (L.S.)

*William P. Duncan* (L.S.)

*Howard K. Wiley* (L.S.)

*Catherine L. Hughes Franster* (L.S.)

*Denise C. Robinson* (L.S.)

*Andrew J. Robinson* (L.S.)

*Joe Tom Quinlan* (L.S.)

*Margaret Wiley* (L.S.)

*Katherine Grant* (L.S.)

*Freel A. Leblond* (L.S.)

*Robert L. Scott* (L.S.)

*Ethel M. Scott* (L.S.)

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SIGNATURES CONTINUED ON NEXT PAGE

STATE OF SOUTH CAROLINA )

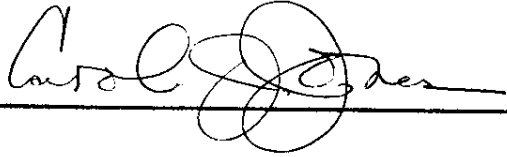
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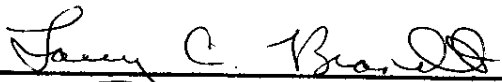
PROBATE

COUNTY OF OCONEE )

PERSONALLY appeared the undersigned witnesses and made oath that (s)he saw the within named sign, seal and as their act and deed, deliver the within written instrument and that (s)he, with the other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this 16<sup>th</sup> day of January, 2016

  
\_\_\_\_\_

  
\_\_\_\_\_

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 4-3-2025

I, the undersigned, **Forrest C. Laffoon**, being an owner of property in Falcon's Lair Community, have this day placed my hand and seal on the document entitled **Declaration of Covenants and Restrictions of Falcon's Lair**, dated January 16, 2016, to which my signature shall be attached.

**In witness whereof, I** hereunto set my hand and seal this 18 day of **January, 2016.**

*Carol Jones*  
\_\_\_\_\_

Witness

*Forrest C Laffoon*  
\_\_\_\_\_

Forrest C. Laffoon

L.S.

*Larry C. Beard*  
\_\_\_\_\_

Witness

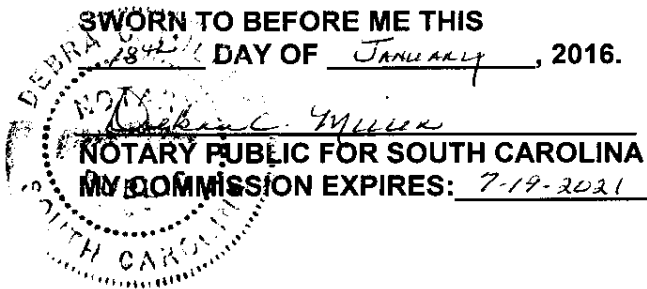
STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Forrest C. Laffoon sign, seal and as his act and deed, deliver the within document, and that he/she with the other witness subscribed above witnessed the execution thereof.

*Larry C. Beard*  
\_\_\_\_\_

SWORN TO BEFORE ME THIS  
18<sup>th</sup> DAY OF January, 2016.



*Debra C. Miller*  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 7-19-2021

I, the undersigned, **Patricia M. Jones**, being an owner of property in Falcon's Lair Community, have this day placed my hand and seal on the document entitled **Declaration of Covenants and Restrictions of Falcon's Lair**, dated January 16, 2016, to which my signature shall be attached.

In witness whereof, I hereunto set my hand and seal this 18 day of **January**, **2016**.

Dawn N. Burrell  
Witness

Patricia M. Jones L.S.  
Patricia M. Jones

Debra C. Miller  
Witness

STATE OF SOUTH CAROLINA     )  
COUNTY OF OCONEE            )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Patricia M. Jones sign, seal and as her act and deed, deliver the within document, and that he/she with the other witness subscribed above witnessed the execution thereof.

Dawn N. Burrell

SWORN TO BEFORE ME THIS  
18th DAY OF January, 2016.

Debra C. Miller  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 7-19-2021



I, the undersigned, **Jane B. Andrews, f/k/a Jane B. Childs**, being an owner of property in Falcon's Lair Community, have this day placed my hand and seal on the document entitled **Declaration of Covenants and Restrictions of Falcon's Lair**, dated January 16, 2016, to which my signature shall be attached.

**In witness whereof, I** hereunto set my hand and seal this 18 day of **January, 2016.**

Jessal P. Gil  
Witness

Jane B Andrews L.S.  
Jane B. Andrews, f/k/a Jane B. Childs

Dawn M. Burrell  
Witness

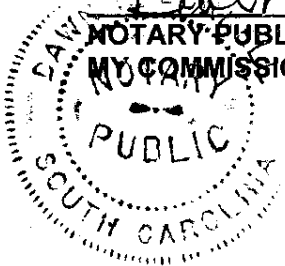
STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Jane Andrews, f/k/a Jane Childs sign, seal and as her act and deed, deliver the within document, and that he/she with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
18<sup>th</sup> DAY OF JAN, 2016.

Jessal P. Gil

Dawn M. Burrell  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 7/10/2024  


I, the undersigned, **Linda G. Boone**, being an owner of property in Falcon's Lair Community, have this day placed my hand and seal on the document entitled **Declaration of Covenants and Restrictions of Falcon's Lair**, dated January 16, 2016, to which my signature shall be attached.

**In witness whereof, I** hereunto set my hand and seal this 19<sup>th</sup> day of **January, 2016.**

Debra C. Miller  
Witness

Linda G. Boone L.S.  
Linda G. Boone

Dawn N. Burrell  
Witness

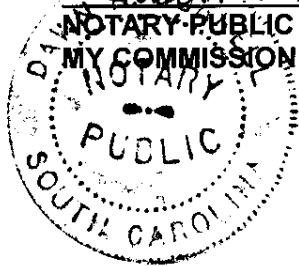
STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Linda G. Boone sign, seal and as her act and deed, deliver the within document, and that he/she with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS  
19<sup>th</sup> DAY OF January, 2016.

Debra C. Miller

Dawn N. Burrell  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 2/10/2024  


We, the undersigned, **Jean F. Phillips and Richard A. Phillips**, being owners of property in Falcon's Lair Community, have this day placed our hands and seals on the document entitled **Declaration of Covenants and Restrictions of Falcon's Lair**, dated January 16, 2016, to which our signatures shall be attached.

**In witness whereof, we** hereunto set our hands and seals this 20<sup>th</sup> day of **January, 2016.**

Debra C. Miller  
Jerry C. Board  
\_\_\_\_\_  
Witness  
Debra C. Miller  
Jerry C. Board  
\_\_\_\_\_  
Witness

Jean F. Phillips L.S.  
Jean F. Phillips  
Richard A. Phillips L.S.  
Richard A. Phillips

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE  
(As to Richard A. Phillips)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Jean F. Phillips and Richard A. Phillips, sign, seal and as his/her/their act and deed, deliver the within document, and that he/she with the other witness subscribed above witnessed the execution thereof.

Debra C. Miller

SWORN TO BEFORE ME THIS  
20 DAY OF January, 2016.

Jerry C. Board  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 4-15-2025

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE  
(AS TO JEAN F. PHILLIPS)

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED WITNESS AND MADE OATH THAT HE/SHE SAW THE WITHIN NAMED JEAN F. PHILLIPS AND RICHARD A. PHILLIPS, SIGN, SEAL AND AS HIS/HER/THEIR ACT AND DEED, DELIVER THE WITHIN DOCUMENT, AND THAT HE/SHE WITH THE OTHER WITNESS SUBSCRIBED ABOVE WITNESSED THE EXECUTION THEREOF.

Debra C. Miller

SWORN TO BEFORE ME THIS  
20 DAY OF JANUARY, 2016.

Jerry C. Board  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 4-3-2025

I, the undersigned, **Alisa M. Suddeth**, being an owner of property in Falcon's Lair Community, have this day placed my hand and seal on the document entitled **Declaration of Covenants and Restrictions of Falcon's Lair**, dated January 16, 2016, to which my signature shall be attached.

**In witness whereof, I** hereunto set my hand and seal this 20 day of **January, 2016.**

Joel P. 21  
Witness

Alisa M. Suddeth L.S.  
Alisa M. Suddeth

Debra C. Miller  
Witness

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

**PROBATE**

**PERSONALLY** appeared before me the undersigned witness and made oath that he/she saw the within named Alisa M. Suddeth, sign, seal and as his/her/their act and deed, deliver the within document, and that he/she with the other witness subscribed above witnessed the execution thereof.

Joel P. 21

SWORN TO BEFORE ME THIS  
DAY OF JANUARY, 2016.

Debra C. Miller  
**NOTARY PUBLIC FOR SOUTH CAROLINA**  
**MY COMMISSION EXPIRES: 7-19-2021**

2016 JAN 29 P 12:28

FILED OR RECORDED  
OCONEE COUNTY, S.C.  
REGISTER