

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR OMEGA FARMS OF  
ANDERSON, LLC**

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR OMEGA FARMS OF ANDERSON, LLC**

**THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made effective this 15<sup>th</sup> day of October, 2007 by the **OMEGA FARMS OF ANDERSON, LLC** ("Declarant").

**WITNESSETH**

**WHEREAS**, OMEGA FARMS OF ANDERSON, LLC (hereinafter referred to as the "Declarant") is presently the owner in fee simple of all those certain Lots as shown on that certain plat by Richard B Cook II, Precision Land Surveying, Inc. RLS# 17219, dated April 10, 2007, and of record in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 1749 at Page 5 + 6.

**NOW, THEREFORE**, the Declarant hereby states the Declaration as follows:

**STATEMENT OF PURPOSE**

Declarant desires to ensure the attractiveness of the Development, to prevent any future impairment thereof, to prevent nuisances and enhance the value and amenities of all properties within the Development. Declarant desires to provide for the maintenance and upkeep of the Common Area within the Development; and to provide for a system whereby the Owners will pay for the maintenance and upkeep. To these ends, Declarant desires to subject the real property described herein to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

Omega Farms Owners Association, Inc. is the organization which the Declarant has designated, delegated and assigned the authority and power of owning, maintaining and administering the Common Area, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created, in order to efficiently preserve, protect and enhance the values and amenities in the Development, to ensure the residents' enjoyment of the specific rights, privileges and easements in the Common Area, and to provide for the maintenance and upkeep of the Common Areas and amenities.

The Articles of Incorporation and Certificate of Existence of Omega Farms Owners Association, Inc. are attached hereto as Exhibit "A" and incorporated herein by reference. The Bylaws of Omega Farms Owners Association, Inc., a non-profit corporation, are attached hereto as Exhibit "B" and incorporated herein by reference.

Declarant, by this Declaration, does declare that all of the property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property described herein and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE 1 DEFINITIONS

Section 1.1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit "A" hereto and incorporated herein by reference.

Section 1.2. "Association" shall mean and refer to Omega Farms Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 1.3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 1.4. "Bylaws" shall mean and refer to the Bylaws for the Association attached as Exhibit "B" hereto and incorporated herein by reference.

Section 1.5. "Common Area" or "Common Areas" shall mean and refer to the Riding Trail(s), Entrance Monument, Street Lights and Public Roads (prior to their acceptance for maintenance by Anderson County or other governmental entity) and any other property shown and designated on the Map as "Common Area," "Common Open Area," "Common Open Space" or "COS". The Common Area shall be owned by the Association for the common use, benefit and enjoyment of the Owners.

Section 1.6. "Covenants Committee" shall mean and refer to the Committee of the Association which Lot Owners must obtain approval from prior to construction or landscaping on any Lot.

Section 1.7. "Declarant" shall mean the Omega Farms of Anderson, LLC, its successors and assigns.

Section 1.8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Omega Farms of Anderson, LLC.

Section 1.9. "Development" shall mean and refer to Omega Farms, a single-family residential development subdivision.

Section 1.10. "Entrance Monument" shall mean and refer to the easement area reserved and granted by Declarant in Section 7.9 of this Declaration, over the Common Open Space and

the stone monument and entrance sign located on such easement, together with lighting, irrigation system, landscaping and other improvements which may be constructed on such easement, to be used as an entryway for the Subdivision, and for the purposes set forth in Section 7.9.

Section 1.11. "Lot" or "Lots" shall mean and refer to the separately numbered parcels depicted on the Map, which Lots do not include the Common Area.

Section 1.12. "Map" shall mean and refer to (i) the map of Omega Farms Subdivision recorded in **Plat Book 1746, Page 576** in the Office of the Register of Deeds for Anderson County, South Carolina, and (ii) any revisions, supplements or amendments of such map or maps recorded in such Office.

Section 1.13. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.14. "Mortgage" shall mean any mortgage or deed of trust constituting a first lien on a Lot.

Section 1.15. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied.

Section 1.16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if it owns any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.17. "Property" shall mean and refer to the property shown on the Map, including the Lots, Common Area and Public Roads (prior to such roads being accepted for public maintenance by Anderson County or other governmental entity).

Section 1.18. "Public Road" shall mean and refer to the road(s) (and cul-de-sac) in the Subdivision dedicated to the public and shown on the Map, all to be maintained by the Association (subject to discretionary reimbursement from Declarant as set forth in Section 4.5 of this Declaration) until accepted for public maintenance by Anderson County or other governmental entity.

Section 1.19. "Riding Trails" shall mean and refer to the horse riding trails as identified on the Map and are part of the Common Areas.

Section 1.20. "Street Lights" shall mean and refer to the street lights which may be constructed upon and over the right of way of the Public Road.

Section 1.21. "Subdivision" shall mean and refer to Omega Farms Subdivision, as the same is shown on the Map.

ARTICLE 2  
PROPERTY SUBJECT TO THIS DECLARATION  
AND WITHIN THE JURISDICTION OF  
THE ASSOCIATION

Section 2.1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and which is and shall be within the jurisdiction of the Association, is located in Anderson County, South Carolina and is the Property, as defined above and as more particularly described and shown on the Map.

Section 2.2. Additions to the Property.

(a) Declarant may cause additional Property to be made subject to the terms and scheme of this Declaration by filing a supplemental Declaration in the Office of the Clerk of Court for Anderson County, containing a description of the additional Property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the additional Property. Notwithstanding the foregoing, the covenants and restrictions established herein as applied to or imposed upon the additional Property may be altered or modified by the supplemental Declaration as provided in Subparagraph (b) below.

(b) Any supplemental Declaration may contain complementary additions to the covenants and restrictions contained herein as may be necessary in the judgment of the Declarant to reflect the different character of the additional Property. In no event, however, shall any supplemental Declaration revoke, modify or add to the covenants and restrictions contained herein with respect to the Property, nor revoke, modify, change or add to the covenants and restrictions established by previously filed Declarations, without meeting the requirements for Amendment set forth in Section 11.3 of this Declaration.

ARTICLE 3  
PROPERTY RIGHTS

Section 3.1. Ownership of Common Areas. Declarant shall convey to the Association the Common Areas to be owned by the Association. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Areas (except for the Public Road upon its acceptance for public maintenance) shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public.

Section 3.2. Owners' Rights to Use and Enjoy Common Areas. Each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas which shall be appurtenant to and shall pass with the title to his Lot, subject to the following:

(a) the right of the Association to promulgate and enforce rules and regulations governing the use of the Common Areas to ensure the availability of the right to use the Common Areas to the Owners and the safety of all Owners on the Common Areas;



(b) the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any assessment against the Lot remains unpaid, and for any infraction of its published rules and regulations;

(c) the right of the Declarant or the Association to grant utility, drainage and other easements across the Common Areas.

Section 3.3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities located thereon to the members of his family, his guests, or tenants occupying the Owner's lot pursuant to a lease agreement.

#### ARTICLE 4 THE ASSOCIATION

Section 4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 4.2. Voting Rights. Voting rights of the Members shall be appurtenant to the ownership of the Lots. Each Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall there be more than one (1) vote cast with respect to any Lot. If the Owners cannot agree on how the vote is to be cast, then it is presumed that no vote is cast.

Section 4.3. Availability of Documents. The Association shall maintain current copies of the Declaration, the Bylaws and other rules and regulations concerning the Development as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers and guarantors of Mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

Section 4.4. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation to be established by the Board of Directors and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days' prior written notice to the manager without payment of a termination fee.

Section 4.5. Maintenance. Prior to its acceptance for public maintenance, the Public Road shall be maintained by the Association, provided that the Declarant, in its sole discretion, has the right to reimburse the Association for maintenance cost until the Public Road is accepted for maintenance by Anderson County or other governmental entity. Such maintenance shall include repair and reconstruction, when necessary. Maintenance of the Public Road shall conform to the standard of maintenance (if one is ascertainable) which would be required by Anderson County or other governmental entity before it would accept such Public Road for maintenance.

The Common Areas, together with all utilities, easements and amenities located within the Common Areas and not otherwise maintained by public entities or utilities, shall be maintained by the Association.

(a) Maintenance of the Entrance Monument shall include maintenance, repair and reconstruction, when necessary, of the stone monuments, signage, irrigation, planters and lighting which may be located thereon and providing and paying for landscaping, utility charges for irrigation and lighting of any stone monuments or signage located thereon;

(b) All Common Areas, including, but not limited to, the Entrance Monument, and Riding Trail shall be clean, free from debris and maintained in an orderly condition, together with the landscaping thereon (if any) in accordance with the highest standards for private parks, including any removal and replacement of any landscaping, utilities, or improvements located thereon;

(c) Maintenance of the Riding Trail shall include repair, maintenance, and reconstruction, when necessary, of the trails; irrigation and landscaping, as necessary, including payment of the utility costs incurred as a result of such lighting and irrigation (if any); and

(d) The Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof. The Owners of such Lots shall be responsible for same.

Section 4.6. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements located on all Common Areas which the Association is obligated to maintain and in order to fund unanticipated expenses of the Association or to acquire equipment or services deemed necessary or desirable by the Board of Directors. Such reserve fund shall be collected and maintained out of the Annual Assessments, as hereinafter defined and as set forth in Section 5.2(g).

Section 4.7. Riding Trail. Declarant shall have the exclusive right to construct the Riding Trail(s), in the approximate location shown on the Map and on Exhibit "C", as well as any additional Trails which may be added to the Development in the future pursuant to the provisions of this Declaration.

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(a) Upon the construction of the Riding Trail(s) as set forth above, such Trail(s) shall be designated for the non-exclusive use of the Owners of Lots.

(b) The use of the Riding Trail(s) is and shall be subject to each of the following:

(i) rules and regulations for use promulgated by the Association; and

(ii) all laws, statutes, ordinances and regulations of all federal, state and local governmental bodies having jurisdiction thereon; and

(c) The Board of Directors, pursuant to the Bylaws attached hereto as Exhibit "B", shall adopt rules and regulations governing the use of the Riding Trail(s) and the personal conduct of the Members using the Riding Trail(s) and their families, guests, invitees and tenants.

## ARTICLE 5 COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation for Annual, Special and Special Individual Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Annual Assessments, Special Assessments and Special Individual Assessments, as hereinafter defined, established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment is due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5.2. Purpose of Annual Assessments. The assessments to be levied annually by the Association against each Lot ("Annual Assessments") shall be used as follows:

(a) to repair, clean, maintain and reconstruct, when necessary, the Common Areas as more particularly set forth in Section 4.5 of this Declaration;

(b) to maintain or cause to be maintained the Public Road to the standard of maintenance (if one is ascertainable) which would be required by Anderson County or other governmental entity before it would accept such Public Road for maintenance;

(c) to pay all costs associated with the lease and/or purchase of the Street Lights, including, but not limited to, monthly lease payments and utility costs;

(d) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;

(e) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws;

(f) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws; and

(g) to maintain contingency reserves as to the amounts described in subsection (a) through (f) above; and for the purposes set forth in Section 4.6 hereof in amounts as determined by the Board of Directors.

Section 5.3. Payment of Annual Assessments; Due Dates. The Annual Assessment shall be established by the Board of Directors and shall be due and payable in advance in two installments. The first no later than January 31 of each year and the second, no later than July 31 each year. The Association will mail written notice of the amount of the Annual Assessment to each Owner at least one month before the due dates. Failure of the Association to send the notice described in this Section 5.3 shall not relieve the Owners of their liability for Annual Assessments. Notwithstanding the foregoing, the Board of Directors may alter the dates of the fiscal year for setting the Annual Assessments and may alter the collection dates for the Annual Assessments in any manner not inconsistent with this Article. Furthermore, the Board may increase or decrease the frequency of collection of Annual Assessments; and the Board may increase or decrease the amount of the Annual Assessment in its sole discretion.

Section 5.4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment ("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 the Riding Trail(s), Public Road(s), Street Lights or Entrance Monument, including fixtures and personal property related thereto. Provided that any such assessment must be approved by a vote of no less than two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.5. Special Individual Assessments. In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Lot Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, including, but not limited to, the Public Road (prior to its acceptance for public maintenance), occasioned by any act or omission of such Lot Owner(s), members of such Lot Owner's family, or such Lot Owner's agent, guests, employees, invitees or tenants and not the result of ordinary wear and tear, or (ii) for payment of fines, penalties or other charges imposed against any particular Lot Owner relative to such Lot Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, that Declarant shall not be obligated to pay any Special Individual Assessment except with Declarant's prior written approval. The due date of any Special Individual Assessment levied pursuant to this Section 5.5 shall be fixed in the Board of Directors

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 thirty (30) days prior to the date such Special Individual Assessment is due.

Section 5.6. Assessment Rate.

(a) The Annual Assessment and Special Assessment shall be fixed at a uniform rate for all Lots;

(b) The Annual Assessment and Special Individual Assessment shall be established by the Board of Directors. The Board of Directors shall post the Annual Assessment at least thirty (30) days before the annual meeting of the Association.

ARTICLE 6  
GENERAL ASSESSMENT PROVISIONS

Section 6.1. Certificate Regarding Assessments. 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.

Section 6.2. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment installment not paid by its due date as set forth in Section 5 hereof, or any other assessment not paid by its due date, shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been theretofore established by the Board of Directors to defray the costs arising because of late payment. The Association may bring an action at law or in equity against the delinquent Owner and may foreclose the lien against the Lot, and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas or by abandoning such Owner's Lot.

Section 6.3. Subordination of the Lien to Mortgages. The lien of the assessments provided for in Article 5 of this Declaration shall be subordinate to the lien of any first Mortgage on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion determine such unpaid assessments to be an Annual, Special, Special Individual Assessment, as applicable, collectable pro rata from all Owners, including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners notwithstanding the fact that such pro rata portions may cause the Annual Assessment to be in excess of the

maximum Annual Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

## ARTICLE 7 RESTRICTIONS

Section 7.1. Land Use, Building Type and Residential Restrictions. All Lots in the Subdivision shall be known and described as residential lots and shall be used only for private residential and recreational purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single family residential dwelling, unless otherwise provided herein, and only one single-family residential dwelling not exceeding 2½ stories in height above ground shall be erected or permitted to remain upon any Lot. Garages must be fully enclosed. No carports shall be erected or permitted to remain on any Lot. No mobile home, modular home or shell home may be erected or permitted to remain on any Lot. All private detached garages, outbuildings, are expressly prohibited, unless otherwise expressly approved by the Covenants Committee. No detached garage or outbuildings shall at any time be used as a residence.

Section 7.2. Dwelling Size. The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios: any one story dwelling erected upon any Lot shall contain not less than 2200 square feet; any 1½ story or bi-level or tri-level dwelling shall contain not less than 2400 square feet with at least 1400 square feet on the first floor in 1½ story dwellings, 1400 square feet on the main floor of bi-level dwellings, and 1400 square feet in the upper two floors of tri-level dwellings; any 2 or 2½ story dwelling shall contain not less than 3000 square feet and the first floor shall contain not less than 1500 square feet.

Section 7.3. Building Construction and Quality. All buildings and outbuildings erected upon any Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No single-family residential dwelling costing less than (\$200,000.00) (in terms of 2007 dollar value) shall be permitted on any Lot. No building shall be erected unless it is completely underpinned with a solid brick or brick, stone or stucco covered block foundation. The exterior surface of any building shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on said Lot. All buildings shall have roofs (except for dormers) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.

A copy of architectural plans or construction diagrams for any construction (new dwellings, additions to existing dwellings, additional detached garages or outbuildings, porches, decks, etc.) are to be delivered to the Board of Omega Farms Owners Association, Inc. to be reviewed by the Covenants Committee for compliance with this Declaration, the Bylaws, rules and regulations and any other requirements of the Association.

(a) Response from the Covenant Committee on compliance will be within twenty-one (21) days of receipt of plans.

(b) If non-compliance is determined, a written request for a variance must be submitted to the Board for consideration. Variance approval/disapproval process may take up to 90 days.

Section 7.4. Temporary Structures; Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on any Lot, and no metal, fiberglass, plastic, vinyl or canvas tent, barn, carport, garage, utility building, above ground swimming pool, storage building, boat dock roof structure, or other metal, fiberglass, plastic, vinyl or canvas structure shall be placed or erected on any Lot or attached to any residence.

Section 7.5. Building Setback Lines. No building on any Lot (including any stoops, porches, or decks) shall be erected or permitted to remain within the front setback line (as measured from the street right-of-way) or side setback (as measured from the street right-of-way for a corner Lot or the side lot line for a non-corner Lot) as such setbacks are noted on the Map. In the event any zoning, subdivision ordinance or other ordinance, law or regulation applicable to a Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance or other ordinance, law or regulation shall conform to said requirements.

Section 7.6. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, the Association has the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation. Notwithstanding the foregoing, so long as Declarant owns a Lot in the Subdivision, all such waivers must be consented to in writing by Declarant.

Section 7.7. Combination or Subdivision of Lots. Except as otherwise set forth herein, no Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. However, an Owner of a Lot may combine with a portion of or all of another contiguous Lot so long as the parcel or parcels which result from such combination do not violate any applicable zoning ordinance or other applicable law or regulation. In the event that two Lots are completely combined so as to create one parcel, the resulting parcel shall be considered as one Lot for the purposes of this Article 7, but shall continue to be considered as two Lots for all other purposes

(including voting and assessments). Furthermore, the Owner of any Lot which combines with all or a portion of a contiguous Lot shall be solely responsible for any costs which may result from such combination, including the costs of relocating any existing easements. Any combination or subdivision of Lots must be approved by the Covenants Committee of the Omega Farms Owners Association, Inc.

Section 7.8. Utility Easements. Declarant hereby reserves easements for the installation and maintenance of utilities (electricity, septic system, sewer, water, gas, telephone, cable t.v., etc.) and drainage facilities are reserved over the front and rear ten (10) feet of each Lot and over the areas five (5) feet in width along each side lot line of each Lot. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the Map and in other recorded easement documents. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of each Lot shall maintain that portion of the Lot lying within the easement areas as defined herein and shall maintain any improvements located thereon except those improvements installed and maintained by a public authority or utility company. Declarant reserves the right to create and impose additional easements over any unsold Lot or Lots for street drainage, utility and entry signage installation purposes by the recording of appropriate instruments and the exercise of such right shall not invalidate any of these covenants or restrictions.

Section 7.9. Entrance Monument Easement. Declarant hereby reserves a non-exclusive perpetual easement for the purposes of landscaping and maintaining the entryway and erecting and maintaining the Entrance Monument for the Subdivision.

Declarant or the Association shall erect and maintain a stone monument with an entrance sign upon the Entrance Monument easement.

Section 7.10. Fences and Walls. Fences and walls may be constructed of wood, brick or stone. Chain link or other metal fencing is not permitted, except that 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or sideyards only. Perimeter fencing shall not have more than seventy percent (70%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test. No fences or walls greater than six (6) feet in height are permitted.

No fence or wall facing the street shall be erected on a Lot nearer the street right of way line than the front face of the dwelling located on such Lot, except for split-rail fencing or fencing not higher than 30" in height. In the case of a corner Lot, no sideyard fence or wall shall be erected nearer the street right of way line than the side of the dwelling located on such Lot, except for split-rail fencing or fencing no higher than 30" in height.

Section 7.11. Signs. No signs of any kind may be displayed to the public view on any Common Area other than the Entrance Monument as set forth in Section 7.9 above. No signs of



any kind may be displayed to the public view on any Lot with the following exceptions which may not exceed five square feet in size and not more than three (3) feet above the ground: (a) one sign located on a Lot advertising such Lot for sale; and (b) one sign located on a Lot used by a builder to advertise the Lot during the construction and sales period; and (c) temporary political signs located on Lots. These restrictions shall never apply to permanent Entrance Monument, or to temporary entry signs or advertising by Declarant.

Section 7.12. Antennas; Satellite Dishes or Discs. No freestanding radio or television transmission or reception towers, antennas, discs or satellite dishes may be erected or maintained within the front or sideyard setback line of any Lot, or within any area of the Lot which is visible from the Public Roads. All satellite dishes and discs greater than two (2) feet in diameter must be of the black mesh variety. No pole and boom roof-mounted antennas are permitted.

Section 7.13. Lot Maintenance; Trash Disposal. Each Owner shall keep his Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

Section 7.14. Offstreet Parking; Boat Storage. Each Lot Owner shall provide a concrete or asphalt driveway which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any trailer, wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot. No trailer, motor home, recreational vehicle, camper or boat shall be used as a residence either permanently or temporarily. All (permitted) trucks, trailers, campers, motor homes and recreational vehicles must have a current license plate affixed and must be parked either in an enclosed garage or on a concrete or asphalt pad or driveway in the back or side yard, but not inside the front, sideyard (with respect to corner Lots only), rear setbacks. All automobiles must have a current license plate affixed and must be parked in a carport, enclosed garage, or on a concrete or asphalt driveway. Trailers of any type and boats on trailers shall be kept inside of an enclosed structure and not within the setbacks. Notwithstanding the above restrictions, Owners may park a boat trailer or boat on a trailer, recreational vehicle, camper or trailer on their property for a period of time not to exceed 14 days per year for the purpose of boat repair, transport, storage or for visitors.

Section 7.15. Sewage Disposal. Every dwelling unit erected on any Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. All septic systems or other private sewage disposal systems shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction.

Section 7.16. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The number of household pets kept or maintained shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.

Section 7.17. Diligent Construction. All construction, landscaping or other work which has been commenced on any Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The exterior of any building must be completed within one (1) year from the date of commencement of construction. Any damage to any street, curb or sidewalk or any part of any Common Area or any utility system caused by an Owner shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements on such Owner's Lot. Declarant or the Association may provide for the cleaning of public and private areas due to the activities of the Owner and may assess the Owner a reasonable charge not to exceed the actual cost for such cleaning. Each Owner shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements on a Lot, or take other measures consistent with standard construction practices necessary to keep the Lot free of such garbage, trash, or other debris. Each Owner shall be responsible for erosion control protection during any earth-disturbing operation. Owners shall implement erosion control practices as set forth on Exhibit "D" attached hereto and incorporated by reference herein.

Section 7.18. Public Water System. Declarant shall construct a water system in order to provide water supplies necessary to serve the Subdivision (the "Water System"). All water mains and pipes and other equipment necessary for the operation and maintenance of the Water System shall be located within the Utility Easements described in Section 7.8, or within public road rights-of-way. Upon its completion, the Water System and all mains, pipes, equipment and other personal property which is part thereof, shall become the property of Hammond Water Company, a public utility company duly licensed and operating under the authority granted by the South Carolina Department of Health and Environmental Control. The Water System shall be the sole source of potable water for the Subdivision, and no well may be dug or constructed on any Lot for the purpose of providing domestic water supply.

Section 7.19. Removal of Trees and Other Vegetation. In the event that trees, shrubs or ground cover are removed in connection with the improvement of any Lot, at least fifty percent (50%) of the area cleared of such vegetation (excluding built upon area) shall be replaced with

grass (which grass shall be maintained upon such area) or suitable ground cover unless the Covenants Committee of the Omega Farms Owners Association, Inc. approves an alternative landscaping plan in writing.

The Association shall have the authority but not the obligation, in its sole discretion, to assess penalties against an Owner who cuts, damages, or removes any trees, shrubs or other vegetation (i) from any Lot which it does not own, or (ii) from any part of the Common Area, or (iii) from its own Lot, contrary to the above provisions.

The penalties authorized in this Section 7.19 shall be considered Special Individual Assessments against the respective Owner's Lot, entitling the Association to the assessment collection remedies specified in Article 6 of this Declaration.

Section 7.20. Mail Boxes. All streetside mail boxes shall be approved by the Covenants Committee.

Section 7.21. Lease of Lots. No Lot shall be leased by the Owner to a third party tenant for any purpose other than for a private single family residence. No Lot shall be leased by the Owner for a period of less than six (6) months. The Owner is the sole party responsible for the tenant's compliance with this Declaration, the Bylaws, rules and regulations and any other requirement of Association. The violation Declaration, the Bylaws, rules and regulations and any other requirement of Association by a tenant shall be equal to a violation by the Owner.

## ARTICLE 8 COVENANTS COMMITTEE

Section 8.1 General Powers. All improvements constructed or placed on any Lot in the Development/Subdivision, including, but not limited to, alterations, modifications, remodeling or additions to such improvements must first have the written approval of the Covenants Committee. Such approval shall be granted only after written application has been made to the Covenant Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said Lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Covenant Committee may require, including soil, engineering and geologic reports and recommendations.

Section 8.2. Committee Membership. The Covenants Committee shall be composed of three or more members to be appointed by the Board of the Omega Farms Owners Association, Inc.; the Declarant shall be one of the three members of the Covenants Committee. Committee members shall be subject to removal by the Board and any vacancies from time to time existing shall be filled by appointment of the Board.

Section 8.3. Grounds for Disapproval. The Covenant Committee may disapprove any application:

(a) If such application does not comply with this Declaration;

(b) because of the reasonable dissatisfaction of the Covenants Committee 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 Covenants Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other Lots.

Section 8.4. Rules and Regulations. The Covenant Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures 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 8.5. Variances. The Covenants Committee 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 or other Lots.

Section 8.6. Certification of Compliance. At any time prior to completion of construction of an improvement, the Covenants Committee 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 setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provision of this Declaration.

Section 8.7. Administrative Fees. As a means of defraying its expenses, the Covenants Committee 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 \$200.00.

Section 8.8. Liability. Notwithstanding the approval by the Covenants Committee of plans and specifications or its inspection of the work in progress, neither it, the Board, nor any person acting in 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 Covenants Committee, 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.

Section 8.9. Restriction on Construction of Model Homes. Model or exhibit homes shall be built and used as such only with the prior written permission of the Covenants Committee.

ARTICLE 9  
INSURANCE

Section 9.1. Board of Directors. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

(a) Public Liability. The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine to be customary for projects similar in construction, location and use to the Development, covering each member of the Board of Directors, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas; provided, however, that in no event shall the amounts of such public liability insurance ever be less than \$1,000,000 per occurrence against liability for bodily injury, including death resulting therefrom, and damage to property, including loss of use thereof, occurring upon, in or about, or arising from or relating to, the property or any portion thereof. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner. The Board of Directors shall review such limits annually. Until the first meeting of the Board of Directors following the initial meeting of the Owners, such public liability insurance shall be in amounts of not less than \$1,000,000 per occurrence for claims for bodily injury and property damage.

(b) Fidelity Coverage. The Board of Directors shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds belonging to or administered by the Association, in an amount determined by the Board of Directors in its discretion. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(c) Other. Such other insurance coverages as the Board of Directors shall determine from time to time desirable.

Section 9.2. Premium Expense. Premiums upon insurance policies purchased by the Board of Directors shall be paid by the Board of Directors and charged as a common expense to be collected from the Owners pursuant to Articles 5 hereof.

Section 9.3. Owner's Personal Property. The Association or the Declarant shall not be liable in any manner for the safekeeping or conditions of any personal property belonging to or used by any Owner or his family, guests or invitees, located on or used at the Club House or other Common Areas. Further, the Association or the Declarant shall not be responsible or liable for any damage or loss to or of gear, equipment or other property located thereon, or any other personal property of any Owner, his family, guests or invitees located on or used at the Club House or other Common Areas. Each Owner shall be solely responsible for all such personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of,

at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property.

## ARTICLE 10 CONDEMNATION

Section 10.1. Partial Taking Without Direct Effect on Lots. If part of the Property shall be taken or condemned by any authority having the power of eminent domain, such that no Lot is taken, all compensation and damages for and on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots, shall be paid to the Board of Directors in trust for all Owners and their Mortgagees according to the loss or damages to their respective interests in such Common Area. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Area, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot, hereby irrevocably appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Area. Such proceeds shall be used to restore the Common Area with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board of Directors, in its sole discretion. Nothing herein is to prevent Owners whose Lots are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Lots, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Area. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Lots without such allocation, the award shall be divided between affected Owners and the Association, as their interests may appear, by the Board of Directors in its sole discretion.

Section 10.2. Partial or Total Taking Directly Affecting Lots. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof (including specific easements assigned to any Lot) is taken, the Association shall have the right to act on behalf of the Owners with respect to Common Area as provided in Section 10.1 and the proceeds shall be payable as outlined therein. The Owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. All compensation and damages for and on account of the taking of any one or more of the Lots, or improvements, fixtures or personal property thereon, shall be paid to the Owners of the affected Lots and their Mortgagees, as their interests may appear. If all of the Property shall be taken such that the Association no longer has reason to exist and shall thereafter be dissolved and/or liquidated, all compensation and damages for and on account of the taking of the Common Area shall be distributed with the other assets of the Association in accordance with the Articles of Incorporation.

ARTICLE 11  
GENERAL PROVISIONS

Section 11.1. Enforcement. Declarant, being the developer of other subdivisions in the area of the Subdivision, wishes to maintain a high standard in the appearance and quality of the Subdivision. Though damages would be difficult to measure, the failure of the Owners and the Association to abide by the terms, covenants and restrictions contained in this Declaration would result in irreparable damage to Declarant and its reputation. Accordingly, Declarant, during the term of this Declaration as set forth in Section 11.4, as well as the Association or any Owner or Owners, shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, covenant, reservation, lien or charge, either to restrain violation thereof or to recover damages therefor. Each Owner and the Declarant shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the Bylaws and any duly authorized rules and regulations governing the Development against the Association.

In addition, the Association hereby covenants and agrees that it shall exercise its power of enforcement hereunder in order to maintain a first class subdivision in appearance and quality, and that it shall, upon the request of Declarant, enforce any restriction, condition, covenant or reservation contained in this Declaration deemed by Declarant, in its sole discretion, to have been violated, using all remedies available to the Association at law or in equity. The Declarant hereby reserves the right and easement to go upon any portion of the Common Area at any time in order to repair and maintain such Common Area where needed, in Declarant's sole discretion, to bring such Common Area within the standards required by Declarant. Should Declarant so go upon the Common Area to perform maintenance and repairs for such purpose, the Association hereby agrees to reimburse Declarant in full for the cost of such maintenance and repairs, upon receipt of a statement for such cost from Declarant. Failure by Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 11.3. Amendment. The covenants, conditions and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by Owners holding a majority of votes appurtenant to the Lots which are then subject to this Declaration subject to the following conditions: no amendment shall become effective until the instrument evidencing such change has been filed of record.

Section 11.4. Term. The covenants and restrictions of this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date this Declaration is recorded; after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an

instrument signed by two-thirds (2/3) of the then Owners of the Lots, plus Declarant, has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Provided, however, that the residential use restrictions set forth in Section 7.1 of this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them in perpetuity.

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EXHIBIT "A"  
TO  
DECLARATION  
FOR  
OMEGA FARMS OF ANDERSON, LLC

CERTIFICATE OF EXISTENCE  
AND  
ARTICLES OF INCORPORATION OF  
OMEGA FARMS OWNERS ASSOCIATION, INC.

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

070038244 12/11/2007 Bk: 08401 Ps: 00049

OCT 17 2007

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
NONPROFIT CORPORATION  
ARTICLES OF INCORPORATION

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

- 1. The name of the nonprofit corporation is Omega Farms Owners Association, Inc.
- 2. The initial registered office of the nonprofit corporation is 4107 Liberty Highway  

	<small>Street Address</small>		
<u>Anderson, Anderson County, South Carolina</u>	<u>29621</u>		
<small>City</small>	<small>County</small>	<small>State</small>	<small>Zip Code</small>

The name of the registered agent of the nonprofit corporation at that office is

Terri C. Anderson

Print Name

I hereby consent to the appointment as registered agent of the corporation.

*Terri C. Anderson*  
Agent's Signature

Check "a", "b", or "c" whichever is applicable. Check only one box:

- a.  The nonprofit corporation is a public benefit corporation.
- b.  The nonprofit corporation is a religious corporation.
- c.  The nonprofit corporation is a mutual benefit corporation.

Check "a" or "b", whichever is applicable:

- a.  This corporation will have members.
- b.  This corporation will not have members.

- 5. The address of the principal office of the nonprofit corporation is 4107 Liberty Highway, Anderson, Anderson County, South Carolina 29621  

<small>Street Address</small>	<small>City</small>	<small>County</small>	<small>State</small>	<small>Zip Code</small>
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- 6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

- a.  Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated

FILED: 10/17/2007  
 OMEGA FARMS OWNERS ASSOCIATION, INC  
 Filing Fee: \$25.00 ORIG  
 Mark Hammond  
 South Carolina Secretary of State

Omega Farms Owners Association, Inc.  
Name of Corporation

exclusively for such purposes.

b.  Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a.  Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b.  Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)

9. The name and address of each incorporator is as follows (only one is required)

Omega Farms of Anderson, LLC, 109 Fox Trail Lane, Seneca, SC 29872

Name Address Zip Code

Name Address Zip Code

Name Address Zip Code

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

Name (Only if named in articles) Signature of director

Name (Only if named in articles) Signature of director

Name (Only if named in articles) Signature of director

11. Each incorporator must sign the articles.

  
Signature of incorporator

Signature of incorporator

Signature of incorporator

070038244 12/11/2007 Bk: 08401 Pg: 00051  
Omega Farms Owners Association, Inc.

Name of Corporation

### FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk, which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of \$25.00 payable to the "Secretary of State."  
Return to: Secretary of State  
P.O. Box 11360  
Columbia, SC 29211
4. If this organization is a Political Association it must also be accompanied by the First Annual Report of Corporations and an additional \$25.00 fee is required.

### NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

# The State of South Carolina



*Office of Secretary of State Mark Hammond*

## Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

OMEGA FARMS OWNERS ASSOCIATION, INC.  
a nonprofit corporation duly organized under the laws of the State of South Carolina on October 17th, 2007, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 17th day of October, 2007.

*Mark Hammond*  
Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning taxes or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. It is important to know whether the Corporation has reported to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

070038244 12/11/2007 Bk: 08401 Pg: 00053

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 10-17-2007

Employer Identification Number:  
26-1248849

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-828-4933

OMEGA FARMS OWNERS ASSOCIATION INC  
% TERRI C ANDERSON  
4107 LIBERTY HWY  
ANDERSON, SC 29621

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-1248849. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments, and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If this information isn't correct as shown above, please correct it using the tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2008

If you have questions about the form(s) or the due date(s) shown, you can call or write to us at the phone number or address at the top of this notice. If you need help in determining what your tax year is, see Publication 530, Accounting Periods and Methods, available at your local IRS office or you can download this publication from our website at [www.irs.gov](http://www.irs.gov).

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

EXHIBIT "B"  
TO  
DECLARATION  
FOR  
OMEGA FARMS OF ANDERSON, LLC

BYLAWS  
OF  
OMEGA FARMS OWNERS ASSOCIATION, INC.

[www.SearchTheArea.com](http://www.SearchTheArea.com)



BYLAWS  
OF  
OMEGA FARMS OWNERS ASSOCIATION, INC.

ARTICLE 1  
NAME AND LOCATION

Section 1.1. Name. The name of the corporation is OMEGA FARMS OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 1.2. Location. The principal office of the Association shall be located in Anderson County, South Carolina. The registered office of the Association may be, but need not be, identical with the principal office.

Section 1.3. Purpose. The purpose for which the Association is organized is to further social activities of owners of Lots in Omega Farms Subdivision located in Anderson County and in connection therewith to provide services to such property owners, manage and maintain the Common Area and administer and enforce all covenants and restrictions dealing with the Property located in Omega Farms and any other purposes allowed by law.

ARTICLE 2  
DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Omega Farms executed by Omega Farms of Anderson, LLC, and duly recorded in the Office of the Register of Deeds for Anderson County, South Carolina, as the same may be supplemented and amended from time to time (the "Declaration").

ARTICLE 3  
MEETINGS OF MEMBERS

Section 3.1. Annual Meetings. Annual meetings will be held in the tenth (10<sup>th</sup>) month of each year as shall be determined by the Board of Directors.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes appurtenant to the Lots.

Section 3.3. Place of Meetings. All meetings of the Members shall be held in Anderson County, South Carolina, as shall be determined by the Board of Directors of the Association.

Section 3.4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by

mailing a copy of such notice, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.5. Lots and Voting Rights. Voting Rights of the Members shall be appurtenant to the ownership of the Lots. Each Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall there be more than one (1) vote cast with respect to any Lot. If the Owners cannot Agree on how the vote is to be cast, then it is presumed that no vote is cast.

Section 3.6. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one third (1/3) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 3.8. Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members.

Section 3.9. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him/her of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.10. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

ARTICLE 4  
BOARD OF DIRECTORS

Section 4.1. Number. The business and affairs of the Association shall be managed by a Board of three or five directors, who shall be Members of the Association. The existing Board shall adjust the size of the Board giving preference to a larger Board providing candidates can be obtained for the election of Directors. In the event the Board size is adjusted, the terms of office shall be staggered so as to minimize the number of new Directors assuming office in future years.

Section 4.2. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the first meeting of the Members. After the first election of directors, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.3. Election. Except as provided in Section 4.5, Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.4. Term of Office. Each director shall hold office for the term for which he/she was elected, or until his/her death, resignation, retirement, removal, disqualification or until his/her successor is elected and qualified. At the first annual meeting of the Members, the Members shall elect one (1) member of the Board of Directors for a term of three (3) years, who shall be the person receiving the largest number of votes, one (1) Member of the Board of Directors for a term of two (2) years, who shall be the person receiving the second largest number of votes, and one (1) Member of the Board of Directors for a term of one (1) year, who shall be the person receiving the third largest number of votes. At all annual elections thereafter, a director shall be elected by the Members to succeed that director whose term then expires. Nothing herein contained shall be construed to prevent the election of a director to succeed himself/herself.

Section 4.5. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve until the next regular annual meeting of the Members. When appointing new Directors, preference shall be given to candidates not elected, but receiving the most votes, at the last election of Directors. The term of office for appointed Directors shall be staggered to

minimize the number of new Directors to be elected in future elections. The Members may elect a Director at any time to fill any vacancy not filled by the directors.

Section 4.6. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE 5 MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Meetings of the Board of Directors shall be held on a regular basis as often as the Board sees fit, but no less often than annually, on such days and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 5.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.5. Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 5.6. Liability of the Board. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE 6  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, including but not limited to the Riding Trail(s) and the personal conduct of the Members, their guests thereon, and to establish penalties for the infraction thereof;

(b) to appoint the members of the Covenants Committee;

(c) to adopt and publish rules and regulations governing all improvements constructed or placed on any Lot in the Omega Farms Development/Subdivision, including, but not limited to, alterations, modifications, remodeling, additions, and all landscaping on any Lot;

(d) to appoint the members of any other committee of the Association, except the Nominating Committee, see Section 4.2.

(e) suspend the voting rights and right to use of the recreational facilities of a Member, including the rights to use the Riding Trail(s), during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice, for a period not to exceed 60 days for infraction of published rules and regulations;

(f) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(g) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(h) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

(i) employ attorneys to represent the Association when deemed necessary;

(j) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Property;

(k) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient;

(l) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;

(m) to enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules or regulations pursuant to the provisions of the Declaration; and

(n) to levy assessments as more particularly set forth in the Declaration.

Section 6.2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) Establish the amount of the Annual Assessment.

(2) Provide written notice of each assessment to at least one Owner of record for each Lot; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.);

(e) Procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Areas to be maintained.

ARTICLE 7  
OFFICERS AND THEIR DUTIES

Section 7.1. Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. When the Board consist of five Directors, the Secretary and Treasurer shall be Directors.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 7.9. Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, may cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. All disbursements shall require the signature of a Director in addition to the Treasurer.

ARTICLE 8  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 9  
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments, Special Assessments, and Special Individual Assessments, as defined in the Declaration. Any assessments (including but not limited to Special Individual Assessments) which are not paid when due shall be delinquent. If an assessment is not paid by its due date, as set forth in the Declaration, the assessment shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less, plus such late charge as may be established by the Board, and the Association may bring an action at law against the Member personally obligated to pay the same. The late charges, costs of collection and reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration.



No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property or Lot.

ARTICLE 10  
AMENDMENTS

Section 10.1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of at least two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy.

Section 10.2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 11  
MISCELLANEOUS

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE 12  
INDEMNIFICATION OF DIRECTORS,  
AND OFFICERS

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership,

joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article 12, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

These By-laws are hereby adopted by the Omega Farms Owners Association, Inc. this 17<sup>th</sup> day of October, 2007.

Omega Farms Owners Association, Inc.

By:   
Terri C. Anderson  
Its: Vice-President

EXHIBIT "C"  
TO  
DECLARATION  
FOR  
OMEGA FARMS OF ANDERSON, LLC

PLAT/DRAWING

[www.SearchTheArea.com](http://www.SearchTheArea.com)

EXHIBIT "D"  
TO  
DECLARATION  
FOR  
OMEGA FARMS OF ANDERSON, LLC

EROSION CONTROL PRACTICES

Each Owner shall be responsible for causing the following minimum erosion control practices to be implemented and maintained throughout the course of all earth-disturbing operations until the time of final seeding:

a. Roadway and Homesite Construction Entrance.

Prior to the start of any earth-disturbing operation, a stone construction entrance shall be installed on the building site (the "Construction Entrance"). The Construction Entrance shall: (i) if possible, be installed in the same location as the proposed driveway so as to minimize the amount of disturbed area; (ii) extend a minimum of 50 feet from an existing roadway; and (iii) be installed, preserved and replaced, if necessary, during the course of construction.

b. Silt Control Devices.

Prior to the start of any earth-disturbing operation, a diversion ditch and rock check dam shall be constructed and maintained on the building site (collectively "Silt Control Devices"). The Silt Control Devices shall be located at the boundary of the estimated disturbed area and shall be constructed, preserved and replaced, if necessary, during the course of construction.

**LEWEY C. HAMMETT, JR., P.A.**

**Attorney at Law**  
1821 North Boulevard  
Anderson, South Carolina 29621

Lewey C. Hammett, Jr.  
ALSO ADMITTED IN ALABAMA

Telephone (864) 226-5006  
Facsimile (864) 226-7002

[hammett@estateplanningsc.com](mailto:hammett@estateplanningsc.com)

**FAX COVER SHEET**

DATE: October 17, 2007  
TO: **Ronnie Treadwell**  
ORGANIZATION:  
FAX #: **224-5852**  
TELEPHONE #:  
MAILING ADDRESS:  
NO. PAGES 5 (Including cover sheet)  
FROM: **Lewey C. Hammett, Jr.**

**SPECIAL NOTES: Please see attached the Articles and Certificate of Existence for Omega Farms Owners Association, Inc. These documents are to be attached to the Covenants prior to recording, please see the exhibits.**

This facsimile message is confidential. It may contain information which is privileged or subject to other confidentiality requirements and exemptions from disclosure under applicable law. It is intended solely for the use of the individual named above. If you are not the intended recipient or the personal responsible to deliver this fax to the intended recipient, you are hereby advised that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us via the U.S. Postal Service. Thank you.

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CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

070038244 12/11/2007 Bk: 08401 Ps: 00068

OCT 17 2007

STATE OF SOUTH CAROLINA SECRETARY OF STATE NONPROFIT CORPORATION ARTICLES OF INCORPORATION

Handwritten signature of Mark Hammond and typed name: SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

- 1. The name of the nonprofit corporation is Omega Farms Owners Association, Inc.
2. The initial registered office of the nonprofit corporation is 4107 Liberty Highway, Anderson, Anderson County, South Carolina 29621

The name of the registered agent of the nonprofit corporation at that office is Terri C. Anderson

I hereby consent to the appointment as registered agent of the corporation.

Handwritten signature of Terri C. Anderson, Agent's signature

Check 'a', 'b', or 'c' whichever is applicable. Check only one box.

- a. [ ] The nonprofit corporation is a public benefit corporation
b. [ ] The nonprofit corporation is a religious corporation.
c. [x] The nonprofit corporation is a mutual benefit corporation

Check 'a' or 'b', whichever is applicable:

- a. [x] This corporation will have members.
b. [ ] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 4107 Liberty Highway, Anderson, Anderson County, South Carolina 29621

6. If this nonprofit corporation is either a public benefit or religious corporation (when box 'a' or 'b' of paragraph 3 is checked), complete either 'a' or 'b', whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

- a. [ ] Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code...

071017-0046 FILED: 10/17/2007 OMEGA FARMS OWNERS ASSOCIATION, INC Filing Fee: \$35.00 ORIG Mark Hammond Secretary of State

Omega Farms Owners Association, Inc.  
Name of Corporation

exclusively for such purposes.

- b.  Upon dissolution of the corporation, consistent with the law, the remaining assets of the corporation shall be distributed to

7. If the corporation is a mutual benefit corporation (when box "c" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

- a.  Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.
- b.  Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form)

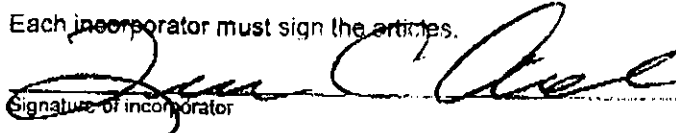
9. The name and address of each incorporator is as follows (only one is required)

Omega Farms of Anderson, LLC, 109 Fox Trail Lane, Seneca, SC 29672		
Name	Address	Zip Code
Name	Address	Zip Code
Name	Address	Zip Code

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

Name (Only if named in articles)	Signature of director
Name (Only if named in articles)	Signature of director
Name (Only if named in articles)	Signature of director

11. Each incorporator must sign the articles.

  
Signature of incorporator

\_\_\_\_\_  
Signature of incorporator

\_\_\_\_\_  
Signature of incorporator

Omega Farms Owners Association, Inc.

\_\_\_\_\_  
Name of Corporation

### FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conforming copy, must be filed.
2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk, which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of \$25.00 payable to the "Secretary of State."  
  
Return to: Secretary of State  
P.O. Box 11350  
Columbia, SC 29211
4. If this organization is a Political Association it must also be accompanied by the First Annual Report of Corporations and an additional \$25.00 fee is required.

### NOTE

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. THE USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND IS AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.



# The State of South Carolina



Office of Secretary of State Mark Hammond

## Certificate of Incorporation, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina hereby certify that:

OMEGA FARMS OWNERS ASSOCIATION, INC.  
a nonprofit corporation duly organized under the laws of the State of South Carolina on October 17th, 2007, and having a perpetual existence as otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 17th day of October, 2007.

*Mark Hammond*  
Mark Hammond, Secretary of State

Note: This certificate does not contain any representations concerning the credits owed by the Corporation to the State or by the Corporation to whether the Corporation has filed the annual reports with the Tax Commission. It is reported to indicate whether the Corporation is in compliance with the laws of the State of South Carolina, and that the annual reports in compliance with the laws of the State of South Carolina have been filed with the Tax Commission.

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REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon

www.SealArea.com