



State of South Carolina)
)
County of Spartanburg)
)

**RESTRICTIVE COVENANTS
DAISY CUTTER
AT MOTLOW FARMS**

WHEREAS, **New Cut Associates, LLC**, a limited liability company domesticated in the State of South Carolina, is the owner and developer of a tract of land near New Cut Road in Spartanburg County, South Carolina, which tract has been surveyed and subdivided into a residential development and is shown on a plat of a survey entitled “Daisy Cutter at Motlow Farms” prepared by Huskey and Huskey, Surveyor, dated June 5, 2018, last revised October 19, 2020, and recorded December 4, 2020 in Plat Book 178, Page 503 in the office of the Register of Deeds for Spartanburg County, South Carolina; and

WHEREAS, **New Cut Associates, LLC** (hereafter the “Developer”) desires to create and make effective for the protection of itself and of the purchasers of the tracts in said subdivision, the protective covenants, conditions, easements and restrictions herein set forth, prior to the sale of any tracts in said subdivision:

NOW THEREFORE, know all men by these presents that the Developer, being the owner in fee simple of all that property shown on a plat of Daisy Cutter at Motlow Farms, above referred to, for and in consideration of the mutual benefits accruing to the property owners and for the benefit of future purchasers and owners of tracts in the development of the property, does hereby impose on the property the following conditions, restrictions, protective covenants, easements and reservations, which shall be and are covenants running with the land, binding upon the Developer, its successors and assigns, and upon all the purchasers of property in said subdivision, their heirs, personal representatives, successors and assigns, as follows:

ARTICLE I

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

- A. **“Association”** shall mean and refer to Motlow Farms Homeowners Association, a South Carolina non-profit corporation.
- B. **“Building”** shall mean and refer to any structure or dwelling, including but not limited to, a residence, guest house, pool house, green house, garage, barn and/or covered area.

- C. **“Developer”** shall mean New Cut Associates, LLC, a limited liability company domesticated in the State of South Carolina, its successors and/or assigns or nominee.
- D. The **“Existing Properties”** shall mean and refer to the real property known as “Daisy Cutter at Motlow Farms” described in Article II hereto.
- E. **“Member”** or **“Membership”** shall mean and refer to all those Owners who are members of the Association as provided in Section 2 of Article IV hereof.
- F. **“Owner”** shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Tract situated upon the Existing Property, but notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term “Owner” mean or refer to any lessee or tenant of an Owner.
- G. **“Plat”** shall specifically mean the plat of survey entitled “Daisy Cutter at Motlow Farms” prepared by Huskey and Huskey dated June 5, 2018, last revised October 19, 2020 and recorded December 4, 2020 In Plat Book 178, Page 503 in the office of the Register of Deeds for Spartanburg County, and all modifications thereto.
- H. The **“Property”** shall mean and refer to the Existing Property and any additions thereto.
- I. **“Quorum”** shall mean and refer to the presence at any meeting of the Members or the proxies of Members entitled to cast two-thirds (2/3) of the vote of the Membership.
- J. **“Daisy Cutter Lane”** shall specifically mean the road into the subdivision as shown on the plat Daisy Cutter Lane shall be maintained pursuant to these covenants.
- K. **“Tract”** shall mean and refer to any improved or unimproved tract of land shown upon the recorded final plat of the Existing Property, with the exception of Daisy Cutter Lane and the Common Areas.

PROPERTY SUBJECT TO RESTRICTIONS

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located near Gowensville, and is shown and designated as Tracts Nos. 1-8 on Daisy Cutter Lane.

Section 2. Re-subdivision of Property. No property may be re-subdivided.

ARTICLE III RESTRICTIONS

Section 1. Use of Land. Tracts may be used only for residential and agricultural use and purposes complementing such residential use. No building or structure intended or adapted for business purposes, and no apartment house, lodging house, hospital, sanitarium, school, kindergarten, childcare facility or commercial or industrial facility of any other nature shall be erected, placed or maintained on any tract. Garages, customary outbuildings, patio walls, fences, stable facilities for maintenance of horses, and similar structures compatible with residential uses may be constructed on tracts, provided they are constructed in a workmanlike manner. No shacks, mobile homes or temporary buildings may be erected or located on any tract.

Section 2. Number of Dwellings. There shall be constructed on each tract not more than one (1) single-family residential dwelling with appurtenant outbuildings customarily incidental to single-family use. Outbuildings may include one (1) guest house or apartment and barn or shelter for the stabling of horses, and other outbuildings incidental to any of the above uses.

Section 3. Minimum Square Footage. No residence or dwelling shall be erected or reconstructed on any of the lots unless said residence or dwelling to be constructed consists of a minimum of 2,000 square feet of total enclosed heated dwelling area.

Section 4. Approval of Building Plans. Completion of Construction. No building or structure shall be commenced, erected or maintained, nor shall any exterior addition to, change or alteration thereof be made by an Owner on any tract until the building plans, elevations, location and specifications have been approved in writing by the Developer or its assignee as provided for in Article IV, Section 4 herein. If the Developer or its Assignee shall not be in existence, or if the site and design shall not be approved or disapproved within thirty (30) days after being so submitted, then such approval will not be required, provided that the site and design of the building shall conform and be in harmony with the existing structures in the development. Such approval will not be unreasonably withheld.

Approvals shall not be effective for construction commenced more than twelve (12) months after the date of such approval.

The completion of improvements upon a lot shall include the seeding and stabilization of disturbed ground proximate to the structure.

The exterior of all homes and other structures, sitework and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of the construction unless such

completion is impossible or would result in great hardship to the Owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the Certificate of Occupancy has been issued.

Section 5. Septic Field. All septic disposal shall be by septic tanks, which the Owner shall maintain in good condition and in a manner satisfactory to and meeting the approval of the regulatory authority in Spartanburg County having jurisdiction over the same.

Section 6. Utilities, Service Lines, General Easement. All utilities service lines, including but not limited to, electric, telephone and television cable lines, shall be installed underground, and Owners shall install such utility lines to each individual boundary line along such roads, private or public, as may be constructed on the property. Developer reserves an easement for the maintenance and repair of storm drainage facilities, including the removal of temporary silt traps.

Section 7. Required Pasturage, Kennels. All animals kept on or about the premises shall be well maintained at all times and under the control of its owner/owner's representative and obedient to the owner's/owner representative's command. Constant dog barking or other pet disturbing noise is not permitted. Upon notification from the Association, the owner shall take immediate steps to correct the violation or shall remove the animal from the Property.

No livestock, such as swine, sheep, goats, cows, or other such animals of similar breed shall be kept on the Property. A maximum of four hens per Tract are permitted, but Roosters are not allowed. Ducks, geese or other such fowl shall not be permitted. Cats, dogs, caged birds, ponies, horses and donkeys may be kept in reasonable numbers (not to exceed 1 horse/pony/donkey per acre of pasture) as pets for pleasure of the family residing upon said Lot and subject to the conditions outlined above. Pets shall not constitute a nuisance to other property owners. Pets shall be permitted in the Common area and bridle paths/trails only if such pets are maintained on leashes or under voice command of the owner or owner's representative.

Section 8. Riding Trails. There are existing riding trails around the boundary of the subdivision. Each tract is conveyed subject to the right of the Owner, his successors and assigns, and subject to the reciprocal rights of the other Owners, their successors or assigns, to use the riding trails on each tract as shown on the above plat. No Owner, his successors and assigns, will permit the riding trails located on his tract to become obstructed; provided, however, that each Owner shall have the unrestricted right to relocate a riding trail on his tract to another suitable location on his tract; and further provided, however, that the riding trail, as relocated, will still connect with the riding trails on adjoining tracts.

No motor-powered vehicles, other than those used for maintenance shall be permitted without permission of the Board. Care shall be taken not to trespass on lands which border the trails. Use of any bridle paths/trails and Common Area on the property shall be permitted to all families and their guests. Any Property Owner or its guests who use the trail systems shall abide by the rules and regulations that may be adopted by the Association. The Association shall have the right to revoke the right of any Property Owner or its Lessee or Guest if said persons violate said Rules. ALL USE OF THE TRAILS AND PATHS SHALL BE FOR THE PLEASURE OF THE USER ONLY AND SHALL BE AT THE USER'S OWN RISK. The Association shall require that anyone who uses the trail sign a form that acknowledges assumption of risk, agrees to hold harmless and indemnify the Developer, Association and Property Owner for any liability that may occur as a result of the use of the trails, paths, and lanes, recognizes that such use is by permission and license only which may be revoked at any time and is not by invitation, renounces and releases any prescriptive rights or easements in the trails, and agrees to abide by any rules and regulations of the Association.

MAINTENANCE OF THE NATURE TRAILS BRIDLE/PATHS. The Association, in cases where easements have been transferred to the Association, subject to funding limitations, shall strive to keep a high standard. All attempts will be made to limit and repair potential erosion drainage, trim overhead branches and keep the grass bush hogged on a regular basis. Trees that fall on Homeowners property and the roots are on the area maintained by the Associations, will be removed by the Association. Conversely, if the roots originate on the Homeowners property and fall on the areas maintained by the Associations, it will be the Homeowners responsibility to remove the tree.

Section 9. Fences. All fencing shall be 3 or 4 board fencing. Wire fencing will not be permitted on or near the front of any tract but may be permitted, with Developer's prior written approval, in wooded sections so long as the wire is woven wire with a board on top. Board fencing (3 or 4 board) with woven wire on the inside is permitted. No fencing shall be placed within twenty-five (25) feet of right of way of Daisy Cutter Lane.

Section 10. Maintenance of the Tract. Prior to the construction of a permanent dwelling on a tract, the Owner shall maintain any open land and pasture land. In the event the Developer deems that a tract is being maintained in violation of this paragraph and such violation should be corrected, the Developer shall give reasonable written notice to the Owner to correct the appearance of such tract. If after thirty (30) days, such Owner has failed to correct same, the Developer may enter upon the property to correct its conditions and assess the Owner the costs thereof, which assessment may be filed as a lien against such tract, as provided herein. The Developer, the Association or any other respective directors, officers'

agents, employees or other member shall not be liable for any personal injury or property damage or other incidental or consequential damages occasioned by the non-negligent act or omission in the inspection, repair or maintenance of any site, improvements or portion thereof.

Section 11. Road Maintenance. The Association shall be responsible for the repair and maintenance of both roads provided, however, that if during construction on any tract, either road is disturbed or otherwise damaged, the Owner of the tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which shall be performed by the Developer or its assigns. The money to repair the damaged roadway shall constitute an assessment against the Owner and the tract and may be filed as a lien as provided herein.

Section 12. Erosion control: Contamination. No activity which may create erosion or siltation shall be undertaken on any tract without the prior written approval of the Developer or Association. Conditions of approval of such plans and specifications may require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not limitation, physical devices for controlling the run-off and drainage of water, special precautions in grading and landscape requirements as provided herein. No activity which results in contamination of or damage to Common Areas or any other tracts shall be conducted on any tract, and each Owner shall be liable for all resulting damages from such activity and for restoration of all property damaged from contamination resulting from and attributable to such activity.

Section 13. No Commercial Activity. No industry, business, trade, occupation or profession open to the general public that results in any increase in traffic within the Community, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property. No sign or advertisement of any kind for a business may be erected on any Tract.

Section 14. Noxious or Offensive Activity. No noxious or offensive activity shall be undertaken upon any tract, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other Owners. No plants or animals shall be maintained that would in any way diminish or destroy the enjoyment of the other property in the neighborhood by the Owners. No nuisance shall be permitted or maintained upon any portion of the property. Manure must be removed or spread within a reasonable amount of time and on a regular basis. Stock piles of manure must be kept away from neighboring properties and streams so as not to hamper the peaceful enjoyment of the neighboring property Owners or cause pollution to waterways.

Section 15. Exterior Lights and Flags. Reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment is permitted within the goal of preserving the ambiance of the night. To that end, Owners shall minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary. All lighting installations shall be designed and installed to be fully shielded (full cutoff), except as in exceptions below, and shall have maximum lamp wattage of 100 watts incandescent and 26 watts compact florescent for residential lighting. In addition, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter. Lighting that is exempt from these regulations: Lighting in swimming pools, exit signs and other illumination required by building codes, light for stairs and ramps, as required by the building code, and holiday and temporary lighting (less than thirty (30) days in one year). No commercial lights, search lights, all-night security lights, light poles, sign banners or flags (other than patriotic) may be erected on the property.

Section 16. Parking of Vehicles. No boats, campers, inoperable motor vehicles, wrecked vehicles, junk cars or trucks, recreational vehicles (RV) or motor vehicle not currently licensed shall be parked in the right-of-way of Daisy Cutter Lane or be kept on any tract unless stored in an enclosed or partially enclosed garage or building or parked in a location so as not to be visible to other property owners.

ARTICLE IV HOMEOWNERS ASSOCIATION

Section 1. Creation of the Homeowners Association. After seventy-five (75%) percent of the tracts have been sold or at an earlier time to be determined in the sole discretion of the Developer, the Developer shall cause to be incorporated under South Carolina law a non-profit corporation called Motlow Farms Homeowners Association. The number of directors and their terms of office, the election procedures, the appointment of officers and other provisions of administration of the Association shall be stated in the By-Laws of the Association which shall be formulated at the time of the incorporation of the Association.

Section 2. Membership. Every person or entity who is a record Owner of a fee or of an undivided fee interest in any tract which is subject by these covenants to assessment by the Association shall be a member of the Association; provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 3. Voting rights. The Association shall have two (2) classes of voting membership.

Class "A": Class "A" members shall be all those Owners as defined in **Section 2** with the exception of Developer, its successors and assigns. Class "A" members shall be entitled to one vote for each Tract in which they hold the interest required for membership by **Section 2** of this Article. When more than one person holds such interest or interests in any Tract, all such persons shall be members of the Association and the vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Tract.

Class "B": Class "B" shall be comprised of the Developer, its successors and assigns, who shall be the sole Class "B" member. The Class "B" member shall be entitled to two (2) votes for each Tract in which it holds the interest required for membership by **Section 2** of this Article; provided, however, that Class "B" membership shall cease and be converted to a Class "A" membership upon the earliest to occur of the sale of the last tract or December 31, 2029.

Section 4. Transfer of Rights. The Developer may at any time, by written document recorded in the same office as this document, transfer and assign to Motlow Farms Homeowners Association any or all its rights under these Covenants and Restrictions.

ARTICLE V ASSESSMENTS

Section 1. Capital Contribution and Annual Assessment. An initial capital contribution in the amount of Two Hundred and 00/100 (\$200.00) shall be collected at closing of the sale of any tract. In addition, an annual assessment for the purpose of maintaining all Common Areas and Amenities, storm drainage facilities, roads including but not limited to Daisy Cutter Lane, along with any other use as determined by the Developer and the Association, shall be assessed in the amount of Two Hundred and 00/100 (\$200.00) Dollars per tract provided that such tracts are not owned by the Developer. From and after January 1, 2020, the annual assessment may be increased by the affirmative vote of seventy-five (75%) percent of the Owners of Tracts, with each Tract being entitled to one vote, regardless of the number of owners of that Tract.

If contiguous tracts are acquired and combined by one Owner, the owner of such combined tracts shall be subject to an annual assessment based on the number of original tracts as set forth on the Plat.

The annual assessment shall be pro-rated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, annual assessments shall be due on the first day of February each calendar year.

Section 2. Special Assessments for Improvements and Maintenance. In addition to the annual assessment authorized hereinabove, the Association may levy special assessments for the purpose of improving the trails, Common Areas, roads including Daisy Cutter Lane, provided that any such special assessment shall have the affirmative vote of seventy-five (75%) percent of the members.

Section 3. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the dates when due (being the dates specified hereinabove), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien upon the property, which shall bind such property in the hands of the Owner, his heirs, devisees, Personal Representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at a rate of one and one-half (1.50%) percent per month. (ANNUAL PERCENTAGE RATE – 18%) from the delinquency date. The Developer or the Association may bring an action at law against the Owner personally obligated to pay the same on an action to foreclose the lien against the property and there shall be added to the amount of the assessment, the interest thereon above provided plus reasonable attorney's fee and cost of the action. Any Owner who fails to timely pay any assessment shall be denied all privileges otherwise afforded under this Declaration, including access to the equestrian trails, until such assessment is paid, together with any interest and other costs arising out of the delinquency.

Section 4. Lien of Assessments is Subordinate to Recorded Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a tract subject to the assessment. The sale or transfer of a tract shall not affect the assessment lien; provided, however, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 5. Collection of Assessments. It is the intent of the Developer by virtue of executing and recording this document to provide additional and final notice as to the existence of the aforesaid assessments including the fact that their nonpayment constitutes a lien against the property and causes late charges to accrue, and in the event legal action is required for reimbursement of all cost and expenses thus incurred including a reasonable attorney fee. Furthermore, in the event of a sale of a tract, the Developer and/or the Association should be contacted to determine if there are any unpaid assessments and, if so, the amount owed, and any pro-ration of those assessments that should be collected at the time of the sale.

ARTICLE VI ENFORCEMENT

Section 1. Enforcement by Homeowners Association. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as do the Developer or any Owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms thereof.

Section 2. Delegation of Developer's Rights. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors, assigns and/or nominee; provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Association.

Section 3. Terms of Enforcement and Amendments. Duration and change in covenants. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any Tract subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for the term of twenty (20) years from the date of recording of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five (75%) percent of the tracts has been recorded, agreeing to change or eliminate said covenants and restrictions in whole in in part. During the period ending eighteen (18) months from the date these covenants are recorded, Developer specifically reserves unto itself the right to amend or add to these covenants, without the consent of the Members or Owners, to clarify or make provisions for any items with Developer in its sole discretion considers necessary or desirable. Notwithstanding anything herein to the contrary, the Developer, its successors, assigns and/or nominee reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a tract based on special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the plan of development.

Section 4. Effect of Covenants and Enforcement:

- A. Effect of Provisions of These Covenants.** Each owner, tenant and guest, their successors, heirs and assigns, and all others who take interest in land or realty with Daisy Cutter at Motlow Farms do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

- (1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;
- (2) shall by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;
- (3) shall be deemed by real covenant by the Developer for itself, its Successors and assigns and an equitable servitude, running in each case, both as to burdens and benefits with and upon the title of each lot; and
- (4) shall be deemed a covenant, obligation and restriction secured by lien binding, burdening and encumbering the title to each lot, which lien with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against any Owner, his heirs, successors and assigns, and any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate contravene the terms hereof.

D. Enforcement Remedied. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is violation of the covenants, the Developer, its successors and assigns, the Association or any Owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) prevent any act, conduct, business or use which is in breach of these covenants; (5) to compel any affirmative act which, pursuant to these covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred claiming there may also exist an adequate remedy

at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party. The Association shall have the further right to assess a daily penalty of \$25.00 against any property owner actively and knowingly violating the terms and conditions of the covenants. The property owner will have ten (10) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the covenants within the afore mentioned ten-day period, the daily \$25.00 penalty shall attach to the property on the eleventh (11th) day and continuing. This penalty will accrue at a rate of \$25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the covenants. All monetary penalties assessed, if not satisfied, shall continue a lien on the property in question. Any such monetary penalty shall be paid directly to the Association.

The assessment of a monetary penalty shall be an additional remedy, and the Association shall retain the use of any and all other enforcement rights noted in the covenants. The utilization of any one particular enforcement remedy shall not constitute a waiver of any other remedies.

ARTICLE VII GENERAL PROVISIONS

Section 1. Variances. The Developer may authorize variances from compliance with these covenants and any of its guidelines and procedures which circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require. Such variances may be granted, however, only when unique circumstances dictate, and no variance shall be effective unless in writing, executed by Developer and filed of record. For purposes of this provision, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Developer or the Homeowners Association at the time of such mailing. Notice to one of two or more co-Owners of a Tract shall constitute notice to all co-Owners. It shall be the obligation of every Member to notify the Secretary of the Association in writing for a change of address.

Section 3. Severability. Invalidation of any one of these covenants and restrictions by judgement or Court shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Subject Property. The provisions hereof shall apply to all property described in Exhibit A, known as Daisy Cutter at Motlow Farms and only to such property. They shall in no way affect or restrict any other properties formerly, currently or subsequently owned by Developer unless expressly made subject hereto as an addition to Existing Properties by filing of a Supplemental Declaration.

Section 5. Headings and Captions. Headings and captions are used herein for convenience only and are not deemed part of the terms of these covenants and restrictions.

WITNESS our signatures this 7th day of December, 2020.

Savannah Williams
Witness #1
Sharon M. Day
Witness #2

DEVELOPER
New Cut Associates, LLC
LeAnne Carswell
By: LeAnne Carswell
Its: member

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF SPARTANBURG)

The foregoing instrument was acknowledged before me this 7th day of December, 2020 by LeAnne Carswell, the member of New Cut Associates, LLC.

Peggy A. Schwarz (SEAL)
Notary Public for South Carolina
My Commission Expires: 3-1-2024

PEGGY A SCHWARZ
Notary Public, State of South Carolina
My Commission Expires March 1, 2026

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF SPARTANBURG)

SUPPLEMENTAL COVENANTS,
CONDITIONS AND RESTRICTIONS
MOTLOW FARMS
Recorded in Book 130-F, page 780

THIS SUPPLEMENTAL Declaration of Covenants, Conditions and Restrictions for Motlow Farms is made as of the date set forth on the signature page hereof by New Cut Associates, LLC, (hereinafter referred to as "Declarant.")

WHEREAS, Covenants, Conditions and Restrictions ("Covenants") were recorded in the Spartanburg County Register of Deeds Office in Deed Book 130-F, page 780 ("Original Declaration") covering property known as Motlow Farms, as shown in Plat Book 178, page 503, and

WHEREAS, Declarant now desires to subject the property known as AMBLING GAIT AT MOTLOW FARMS, together with any and all common areas and roads, as more particularly shown on a survey entitled "Ambling Gait at Motlow Farms" prepared by Huskey & Huskey, Inc., dated June 5, 2018 and recorded in Plat Book 179, page 972 in the Office of the Register of Deeds for Spartanburg County (the "Property") to the terms and conditions of the Declaration;

NOW, THEREFORE, the Property is hereby subjected to the terms of the Original Declaration. Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 26 day of August, 2021.




Witness #1



Witness #2

Declarant
New Cut Associates, LLC


By: Belanne Carswell
Its: member

DEE-2021-48104



DEE BK 133-P PG 358-359

Recorded 2 Pages on 08/26/2021 09:42:16 AM

Recording Fee: \$25.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds


STATE OF South Carolina)

ACKNOWLEDGEMENT

COUNTY OF Spartanburg)

I, David Ingalls, a Notary Public for the County and State aforesaid, do hereby certify that LeAnne Carswell, the member of New Cut Associates, LLC personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 16 day of August, 2021.



Notary Public for _____

My Commission Expires: **DAVID G. INGALLS**
Notary Public Comm Exp. 2/14/2027