

Will - pls. scan send
to ^{Erin} Bryn back so I can
file

~~erin@pivotmanagement~~

erin@pivotmanagementgroup.com

DOCUMENT COVERSHEET

Amendment prepared by petition as allowed and stipulated in the Declaration of Covenants Conditions and Restrictions for the Therrell Farms Subdivision recorded in Book 3242 at Page 503 in the Union County Registry.

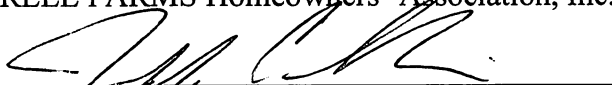
FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Feb 15, 2008
AT 09:24 am
BOOK 04808
START PAGE 0853
END PAGE 0853
INSTRUMENT # 05426
EXCISE TAX (None)
TRB


CERTIFICATION

By authority of its Executive Board, Therrell Farms Homeowners' Association, Inc. certifies that the foregoing instrument has been duly executed by the Lot Owners of sixty-seven percent (67%) of the Lots in the Planned Community and is therefore a valid amendment to the Declaration recorded in Book 3242 Page 503 in the office of the Register of Deeds for Union County, North Carolina.

THERRELL FARMS Homeowners' Association, Inc.

BY: 
President

ATTEST:


Secretary


(CORPORATE SEAL)


Allison Simmons

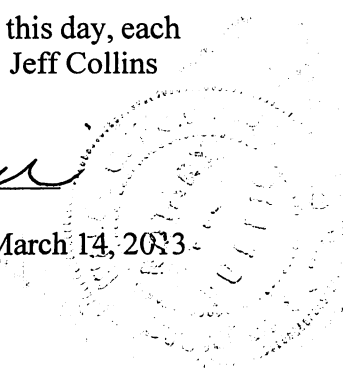
Union County, South Carolina

I certify that the following person (s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Jeff Collins and Allison Simmons.

Date: January 11, 2008


Notary Public
My commission expires: March 14, 2013

Ret: Steve Amick
8203 Wingard Rd
Marvin NC 28173



Covenants, Restrictions, and Affirmative Obligations Applicable to Properties in Therrell Farms. (Addendum)

Section X.XX Miscellaneous Covenants, Conditions, and Restrictions Applicable to All Property within Therrell Farms.

a. Architectural Review Board

- i. Declarant shall establish an Architectural Review Board (defined herein as the "ARB" which shall consist initially of 3 to 5 members appointed by Declarant. The number of members of the ARB may be varied by Declarant, in Declarant's sole discretion, depending on the needs of the Subdivision from time to time. The regular term of office for each member of the ARB shall be three (3) years, coinciding with the fiscal year of Declarant. Any member of the ARB may be removed by Declarant with or without cause at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.
- ii. Declarant shall appoint the initial officers of the ARB, and the Chairman, or in his or her absence, the Vice-Chairman, shall be the presiding officer at ARB meetings. Meetings shall be held upon the call of the Chairman. All meetings shall be held in or around Therrell Farms at such time and place as may be determined by the Chairman. A majority of member of the ARB shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the members of the ARB shall constitute the action of the ARB on any matter presented at a duly called meeting. The ARB shall operate in accordance with rules and regulations established by Declarant, as the same may be amended from time to time. A copy of the ARB rules and regulations shall be filed with the Association and maintained in the records of the Association. ARB member may vote by phone, fax, email or proxy.
- iii. The ARB shall be and is hereby authorized by Declarant to retain the services of one or more consulting architects, landscape architects, urban designers, and/or attorneys, who need not be licensed to practice in the state of North Carolina, to assist and advise the ARB in performing the design review functions established hereunder. Such individuals and/or firms retained shall be determined by a majority vote of the ARB member.
- iv. Declarant shall have the right, but not the obligation, to transfer the above described architectural review authority to a permanent architectural review board, which subject to the covenants and conditions set forth herein, shall be under the control of the Association. Such transfer of rights and authority, if exercised by Declarant, shall be evidenced by the filing by Declarant, its successors and/or assigns as the Declarant, of a supplement to this Declaration in the Lead Developer's Office.

b. Architectural and Design Review/Approval of Plans.

- i. No building, fence, or other structure shall be erected, placed, or altered nor shall a building permit for such improvement be applied for on any property within Therrell Farms until the proposed building plans, materials, specifications, exterior colors or finishes, plot plan (showing the proposed location of such building or structure, drives, and parking areas), landscape plan, tree replacements/supplement plans, and construction schedule shall have been approved in writing by the Declarant, its successors or assigns.
- ii. One (1) copy of all plans and related data shall be furnished to the Declarant, which copy shall be retained in the records of the ARB. The approval or disapproval of plans shall be communicated by the ARB in writing, and disapproved plans and related data shall be accompanied by a statement of items found unacceptable. Refusal of approval of plans, location, or specification may be based by the Declarant upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient.

No alteration in the exterior appearance of any existing building or structure shall be made without approval by the Declarant.
- iii. In accordance with certain guidelines established by the Declarant and the ARB, plans may be submitted for review and approval by the Declarant in stages. The Declarant shall have ten (10) days from the date it receives a completed submission package for each stage of the approval process in which to either approve or disapprove such submittal. In the event during any such phase of the approval process, the Declarant fails to either grant or deny approval within ten (10) days of the date of submission, the provisions of paragraphs b. i. and ii above shall be deemed waived.
- iv. Approval of plans and specifications by the Declarant or the issuance by the Declarant or the ARB of publications establishing guidelines and architectural standards shall not be construed as a representation or implication that such plans, specifications, or standards, if followed, will result in a well designed or sufficient structure, nor that the improvements contemplated will be completed in a good and workmanlike manner. Neither Declarant nor the ARB shall be held liable for design, construction, or other defects in connection with any plans and specifications submitted pursuant to this Declaration.

Each respective property Owner shall be responsible for ensuring compliance with the plans and specifications approved by the Declarant and/or the ARB. In the event a property Owner's builder and/or general contractor continually or intentionally either fails to comply with approved plans and specifications or is determined by the ARB to be continually negligent or derelict during the approval or construction

process, Declarant reserves the right to prohibit such property Owner's builder and/or general contractor from accessing the site and/or the Subdivision.

v. The ARB shall establish fees from time to time (which fees must be approved by the Declarant), sufficient to cover the expenses of reviewing plans and related data at the time they are submitted for review, and to compensate any consulting architects, landscape architects, urban designers, or attorney's retainer in accordance with subparagraph a. iii. above. The ARB shall have the right to increase such fees (with the Declarant's approval), not more than once in any subsequent twelve (12) month period. Approvals, when granted, shall be dated, and shall not be effective for more than six months after such approval.

c. **Placement of Buildings and Structures.** In order to assure that location of buildings and other structures will be located so that (consistent with the purposes stated herein) the optimal view and privacy will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Declarant reserves unto itself, it's successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any property in Therrell Farms for reasons which may in the sole and uncontrolled discretion and judgment of the Declarant seem sufficient. Such location(s) shall be determined only after reasonable opportunity is afforded the property Owner to recommend a specific site.

d. **Cleanliness.** It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Owner's property which shall tend in the Declarant's discretion to decrease the beauty of the neighborhood as a whole or the specific area.

Section X.XX Architectural Strategies and General Design Guidelines for Single Family Homesites within Therrell Farms.

a. Architectural creations with classical styling and inspired blending with surrounding ecosystems will always be preferred by the ARB. Subject to the provisions of this Declarations, homes may incorporate each homeowner's preferences, though extreme care as to size, form, color, height, and materials will be of utmost importance to the ARB in reviewing architectural plans. Large or imposing "mansions" which draw undue attention to themselves or which are not appropriate in the ARB's sole discretion, and will not be permitted.

b. Extreme care shall be taken to shape the building forms around specimen trees and groves of smaller trees. Development in the non-buildable areas of each Homesite generally shall be limited by the ARB to access ways such as driveways and pathways.

c. Guest suites may be included as part of the main dwelling or accessory building(s); provided that such suites may not be rented or leased separately from the main dwelling, and provided further that the construction or addition of such suites shall absent a variance

from the ARB for extraordinary or unusual circumstances, conform to the conditions and limitations set forth herein.

- d. Swimming pools that minimize extensive alterations to, and which remain below the height of, the natural terrain shall, together with any approved deck, be allowable, provided they are densely screened by either nature landscaping and/or tasteful fencing (or both) from neighboring homes and the roadway.
- e. Parking underneath primary structures shall generally be discouraged, may be prohibited, and shall not be approved by the ARB except in rare circumstances of hardship and when other measures are taken to lower the roof lines. Homeowners shall be encouraged to integrate detached or semi-detached garages except where size of the Lot or other factors dictate otherwise.
- f. Height/Massing. The intent of Therrell Farms standards is to minimize massing on each Homesite, reinforcing the preferred dominance of extensive natural and added vegetative cover. Viewed from their perimeters, homes should not be prominent, and always shall have their green vegetations pervasive and memorable.
- g. Roof Forms . . . to be determined.
- h. Finish Floor. The first floor of any dwelling shall be the dominant floor, and shall be constructed at an elevation of no greater than three feet (3) above the minimum finished floor elevation.
- i. Site Design. Each Homesite Owner to prepare plans as may be required by the ARB. Every possible effort shall be made by each Owner's landscape design to develop site plans consistent with the natural grading pattern. Excessive fill is discouraged (and absent hardship, will not be approved) so as to integrate homes closely and consistently within the existing terrain. Setbacks from streets may be as close as twenty-five (25) feet.
- j. Materials. Elegant, classical materials long associated with crafted homes will be favored by the ARB. Emphasis shall be given by each Owner and design to using natural and blending colors which complement and reflect the natural vegetation hues.
 - i. Exterior surfaces. . .
 - ii. Foundation walls, chimneys. . .
 - iii. Roof materials. . .
 - iv. Use of either unapproved materials . . .

- k. Color and Texture. Dwellings and other structures must be finished in darker, muted, and/or neutral colors to reflect and blend with nature's hues. Weathering, semi-transparent, semi-solid, and solid stain finishes (with solids the least preferred) which accentuate the wood textures will be preferred. Painted surfaces shall be discouraged. Flat stain finished should be utilized for siding, and flat or satin stain finishes should be utilized for trim. Stain colors such as warm grays, dark charcoal gray, dark forest green, dark olive greens, darker tans, and colors which complement the surrounding natural environment, are preferred. "Cool" shades of colors will rarely be acceptable.
- l. Landscaping is an essential element of Therrell Farms Homesites. Creative landscaping solutions always will be favored.
- m. Completion of structures in Two Years. The exteriors of all dwelling and other structures must be completed within two (2) years from commencement of construction thereof; provided, however, that the ARB may grant extensions where such completion is impossible or would result in extreme or undue hardship to the Lot Owner or builder due to strikes, fires, national emergency, natural calamities, or matters beyond their control.
- n. No Occupancy Until Complete No dwelling or structure may be occupied until the exterior thereof has been completed, and a certificate of occupancy has been issued by the appropriate governmental authority having jurisdiction. During the construction process, the Lot Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition at all times.

Adopted this _____ day of _____, 2003, by the undersigned Directors.

**THERRELL FARMS HOMEOWNERS'
ASSOCIATION, INC.**

Director

Director

Director

The undersigned hereby certifies that the foregoing constitute a true and accurate copy of the ByLaws of THERRELL FARMS Homeowners' Association, Inc.

This the _____ day of _____, 2003.

Secretary

Agreement

I, _____, as property owner, and I _____, as contractor for the above described construction project acknowledge and agree that the said deposit(s) is being held by Therrell Farms, LLC.

We further acknowledge and agree that:

1. We have read and understand the Covenants and Restrictions applicable to the property and all Architectural Review Board Guidelines and will follow and obey the said Covenants, Restrictions, and Guidelines.
2. We are responsible for completing the project as described by the drawings and specifications approved by the ARB.
3. We will maintain a clean construction site at all times and install a job sign, commercial dumpster, and job toilet in conformance with ARB Guidelines.
4. We are responsible for the conduct of all workers performing services on this project at all time while they are engaged by us.
5. As the Deposit will be held in a non-interest bearing account, I understand that it shall be returned after Final Inspection approval with no interest added.
6. Any monies paid out by the Developer for the correction of changed not approved by the ARB, the cost of work necessary to improve the appearance of untidy sites, or the cost to repair any damage to the road right-of-ways, roads, road shoulders, or utilities will be deducted from the Deposit.
7. The ARB's review and approval are limited to aesthetic considerations. ARB approval does not relieve you and your contractor of responsibility for compliance with all municipal, state, or federal laws that may be applicable. ARB approval does not constitute any opinion or representation by the ARB that the plans comply with these requirements.

This Application, Deposit and Agreement made this _____ day of _____, 20____,
by _____ and _____
Property Owner Contractor

Application approved this _____ day of _____, 20____, by _____
Architectural Review Board