



STATE OF SOUTH CAROLINA

## LAKE OWNERS AGREEMENT

COUNTY OF SPARTANBURG

WHEREAS, Elizabeth P. Lowndes, Sarah P. Chambers and, Thomas P. Pennell, Jr. are owners of certain property located on Redland Road and Smith Chapel roads near Campobello, same being more specifically shown on a Division Survey for the Pennell Family Property by Huskey & Husky, PLS., dated August 29, 2022 and revised October 21, 2022 and recorded November 3, 2022 in Plat Book 181 at page 514 .

WHEREAS, this property consists of 57.81 acres more or less containing a farm pond of approximately two acres.

WHEREAS, the above owners are desirous of imposing certain regulations and restrictions governing use of said pond and repairs, improvements and maintenance of said pond for the mutual protection of the purchasers of those lots having frontage on and access to the farm pond. These regulations and restrictions shall be binding on the parties herein as well as their respective heirs, successors, and assigns.

WHEREAS, the 57.81 acres is divided into ten lots of which five lots currently have frontage on the two acre farm pond. The owners of those lots "Lake owners", as hereinafter referenced, shall mean any landowner whose lot adjoins the usable waters of the farm pond.

NOW THEREFORE, and in consideration of this mutual agreement, the following regulations and restrictions shall be imposed as of the 3<sup>rd</sup> day of November 2022.

1. The waters of the pond shall be available to the adjoining "Lake owners" their household members, and their accompanied guests for recreational use, provided, however that the shoreline of other lots will remain private and non-accessible without that "Lake owners" consent.
2. Any adjoining "Lake owners" may use all the accessible waters of the pond for recreational or agricultural uses only. No commercial activities will be allowed.
3. No "Lake owner" may undertake any activities that in any manner would damage the dam, restrict the feeder stream, or add any silt or foreign matter or objects that may result in pollution of the water. Silt fence must be installed prior to undertaking ground disturbance on portions of the lot draining into the pond. Agriculture use is permitted to the extent that the water level is not noticeably reduced.

4. No one shall be allowed to swim, wade, or occupy a boat, float, fish, raft, or canoe except "Lake owners" and their invited guests. No one shall be allowed to utilize the immediate shoreline for recreational purposes except "Lake owners" and their invited guests.
5. Required emergency maintenance and/ or repairs may be undertaken by one or more "Lake owners" with the ensuing costs equally shared among all the other adjoining "Lake owners". Each "Lake owner" grants to one another reasonable rites of passage over their respective land for the purpose of accessing shoreline to perform emergency maintenance and/or repairs.
6. Discretionary improvements such as stocking, fertilizing and dredging expenses must have prior approval of all "Lake owners" with the ensuing costs shared equally.
7. This agreement and all provisions contained herein shall be binding on these parties, their heirs, successors, and assigns. No portion shall be changed or amended unless agreed to by all adjoining "Lake owners".

#### ASSIGNMENT OF RIGHTS

All rights hereunder granted shall not be further assignable by such "Lake owner" except as an appurtenance to and in conjunction with the sale of their land.

#### AMENDMENT

The RIGHT OF WAY rights and responsibilities set forth in this instrument shall be perpetual and shall run with the land. The provisions of this instrument may be amended, but only with the consent of all "Lake owners" inclusive.

**Signature Page Follows**

WITNESS the Grantor's (s") hand (s) and seal (s) this -3<sup>rd</sup> day of November, 2022.

SIGNED, Sealed and Delivered

In the presence of:

Donna Cate Martin

Witness

Sarah P. Washburn  
Sarah P. Chambers (SEAL)

Sarah P. Washburn n/k/a Sarah P. Chambers

by R. Steve Metcalf as attorney-in-fact

*[Handwritten signature of R. Steve Metcalf]*

\*see limited POA recorded herewith

Laura L. Cantrell

Witness

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG

I, Laura L. Cantrell, a Notary Public for the State of South Carolina,

do hereby certify that Sarah P. Washburn, nka Sarah P. Chambers, by R Steve Metcalf as attorney-in fact, personally appeared before me and acknowledged the due execution of the foregoing instrument this 3rd day of November 2022.



Laura L. Cantrell (SEAL)  
NOTARY PUBLIC FOR South Carolina  
My Commission Expires: May 28, 2025

WITNESS the Grantor's (s") hand (s) and seal (s) this -3<sup>rd</sup> day of November, 2022.

SIGNED, Sealed and Delivered

In the presence of:

Donna Cate Martin

Witness

Elizabeth P. Lowndes (SEAL)

Elizabeth P. Lowndes

By R. Steve Metcalf as attorney-in-fact

*[Handwritten signature of R. Steve Metcalf]*

\*see limited POA recorded herewith

Sara J. Cantrell

Witness

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG

I, Laura L. Cantrell, a Notary Public for the State of South Carolina,

do hereby certify that Elizabeth P. Lowndes, by R Steve Metcalf as attorney-in fact, personally appeared before me and acknowledged the due execution of the foregoing instrument this 3<sup>rd</sup> day of November 2022.

**LAURA L. CANTRELL**  
Notary Public - State of South Carolina  
My Commission Expires May 28, 2025

Sara J. Cantrell (SEAL)  
NOTARY PUBLIC FOR South Carolina  
My Commission Expires: May 28, 2025

WITNESS the Grantor's (s'') hand (s) and seal (s) this -3<sup>rd</sup> day of November, 2022.

SIGNED, Sealed and Delivered

In the presence of:

Donna Cate Martin

Witness

Thomas Patrick Pennell, Jr. (SEAL)

Thomas Patrick Pennell, Jr.,

by R. Steve Metcalf as attorney-in-fact

R. Steve Metcalf

\*see limited POA recorded herewith

Laura L. Cantrell

Witness

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG

I, Laura L. Cantrell, a Notary Public for the State of South Carolina,

do hereby certify that Thomas Patrick Pennell, Jr., by R Steve Metcalf as attorney-in fact, personally appeared before me and acknowledged the due execution of the foregoing instrument this 3rd day of November 2022.

Laura L. Cantrell (SEAL)

NOTARY PUBLIC FOR South Carolina

My Commission Expires: May 28, 2025

**LAURA L. CANTRELL**  
Notary Public - State of South Carolina  
My Commission Expires May 28, 2025