

## *Lakes and Streams*

1. The following stipulations, continuations, and/or additions are made by reference a part of the contract dated \_\_\_\_\_ between the parties signed below, and if in conflict with the printed matter, shall control.
2. Purchaser acknowledged that subject property is located in the Villages of Lakes and Streams and is subject to By-Laws of the Lakes and Streams Homeowner's Association, dated January 17, 1992, and any subsequent supplemental modifications, and is further subject to the Declaration of Covenants and Easements, Lakes and Streams Subdivision dated January 16, 1992, and subsequent supplemental modifications. Purchaser acknowledges that he has received a copy of the By-Laws, Covenants and Supplemental Declarations at the time of or prior to the execution of this Contract.

3. Purchaser acknowledged that annual fees to the Homeowner's Association at present are as follows:

Lake Pointe Village I & II	\$245.00
Meadowlark Village	\$278.00
Redbird Lake Village	\$278.00
Canary Lake Village I & II	\$305.00
Robin Lake Village I & II	\$305.00
Dove Lake Village I & II	\$371.00
Steeplechase Lake Village	\$371.00
Swan Lake Village I & II	\$371.00
Canary Park Village	\$371.00
The Lakes	\$371.00
Bluebird Lake Village I & II	\$458.00
Hummingbird Lake Estates	\$493.00

The initial payment shall be prorated from the date of the close of this sale. Purchaser agrees that the annual fee for the above numbered lot is \$\_\_\_\_\_/yr.

4. At the sale/purchase of the lot or prior to the start of construction, the Purchaser/Builder shall attest that the house plan for subject lots and other factors pertinent to the Architectural Control Requirements of the Declaration of Covenants and Easements, Lakes and Streams Subdivision shall require the written approval of the Architectural Control Committee.
5. Purchaser understands and acknowledges that Susan Colflesh, a previously or currently licensed South Carolina Real Estate Agent, if involved in this transaction in any way, is acting solely to represent the seller, as she is the sister of the Lakes and Streams Development Company President, J. Todd Tharpe.

Purchaser also understands that Kristen Tharpe, a previously or currently licensed South Carolina and Georgia Real Estate Broker Assoc., if involved in this transaction in any way, is acting solely to represent the seller, as she is the wife of the Lakes and Streams Development Company President, J. Todd Tharpe.

2023 ATTACHMENT NO. "A" TO CONTRACT OF SALE FOR LOT NO. \_\_\_\_\_  
\_\_\_\_\_ VILLAGE

THE FOLLOWING LANGUAGE SHALL BE INSERTED IN THE DEED:

Said property herein conveyed is subject to Restrictive Covenants recorded in Misc. Book 641, page 186, records of the RMC office for Aiken County, South Carolina, and the later supplements to said covenants as recorded in said RMC office as of this date, and subject to:

The By-Laws of Lakes and Streams Homeowners Association, Inc., dated January 17, 1992, which have been recorded in Misc. Book 658, Page 122, records of Aiken County, South Carolina, and the later supplements to said by-laws as recorded in said RMC office as of this date.

Pursuant to Section 5, Subparagraph 5, of the Declaration of Covenants and Easements of Lakes and Streams Subdivision, grantee acknowledges that subject lot is a designated lot which shall use natural gas for space heating and water heating.

Grantee acknowledges that the annual fee to the Homeowners Association for the above number lot is \$\_\_\_\_\_ per year as of this date. Initial fee shall be prorated from the date of closing of this contract.

In the event of the transfer of title of subject property, the owner shall have the responsibility to obtain an ESTOPPEL CERTIFICATE from the Lakes and Streams Homeowners Association and of delivering same to new owners. Said certificate is for the purpose of certifying that as of the date thereof, all improvements upon the property have been approved by the Architectural Control Committee, or other appropriate committee and that all Homeowners fees and assessments due on the lot have been paid and that there are no unresolved issues between the owner of the lot and the Homeowner's Association.

THIS CONVEYANCE is made subject to easements, restrictions, reservations, agreements and covenants or record, if any, current taxes, and to any state of facts that is apparent of that an accurate survey or inspection of the property hereby conveyed would disclose.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Purchasers:

\_\_\_\_\_ (seal)  
\_\_\_\_\_ (seal)

Sellers:

 (seal)  
\_\_\_\_\_ (seal)