

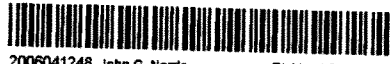
Book 1181-940

2006041248 05/09/2006 11:20:13:023

Declaration of Covenants

Fee:\$36.00 County Tax:\$0.00

State Tax:\$0.00



2006041248 John G. Norris

Richland County ROD

DECLARATION
OF COVENANTS,
CONDITIONS AND
RESTRICTIONS
&
BY-LAWS OF
CEDAR COVE
HOMEOWNERS'
ASSOCIATION, INC.
MAY 8, 2006

Richland County ROD

Richard W. Rodden

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration, made on the date hereinafter set forth by CEDAR COVE HOMEOWNERS' ASSOCIATION, INC., a South Carolina corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of real property, buildings, and improvements thereon, which property is located in the County of Richland, State of South Carolina, which is more particularly described on Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Cedar Cove Homeowners' Association, Inc., its successors, and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to and Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property including the improvements thereto, if any, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All those lands designated as Common Area, Lake Access and Car Parking Lot (hereinafter collectively "Common Area") as shown on the plat entitled Final Plat of (Phase I) and Future Development Cedar Cove, prepared by Johnson, Knowles, Burgin & Bouknight, Inc., David S. Sharpe, R.L.S. No. 10509, dated August 19, 1987, last revised October 26, 1987, which appears of record in the Office of the Register of Mosne Conveyance for Richland County, South Carolina, in Plat Book __51__, at page __9156__ (the "Plat").

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to CEDAR COVE HOMEOWNERS' ASSOCIATION, INC., its successors, and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to all those Property Owners who are Members of the Cedar Cove Homeowners' Association, Inc.

Section 8. "Resident" shall mean and refer to those persons residing in a Home.

Section 9. "Home" shall mean and refer to the residential dwelling unit constructed on a Lot, and shall include the Lot when the context of use reasonably implies such construction.

Section 10. "First Mortgage" shall mean and refer to the holder of a Mortgage under which the interest of any Owner is encumbered and which Mortgage has first and paramount priority subject only to the lien of general or ad valorem taxes.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following limitations and provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Owners has been recorded and so long as such dedication or transfer does not violate any State, County or Local governmental rule or regulation.

Any common area devoted to common use by all the homeowners, exclusive of the parking areas, streets, and street rights-of-way, designed to meet the primary objective of supplying open space and/or recreational needs shall be maintained in perpetuity by the Association unless dedication is allowed pursuant to the appropriate State, County or local governmental rule or regulation in effect at the time of such dedication.

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, (a copy of which is attached hereto as Exhibit "B"), his rights of enjoyment of the Common Area and facilities to the members of his family residing in his home, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership:

Members shall be all Owners, and each shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESMENTS

Section 1. (a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the recreation, health, security, safety, and welfare of the owners in the Properties and for the improvement and maintenance of the Common Area and any improvements located thereon. This shall include but not be limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, its facilities and use in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be \$35.00 per Lot.

(a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 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 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that and such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. In the event that any special assessment exceeds \$100.00 in a calendar year, such assessment shall require the assent of 75% of the votes of members who are voting at the duly called meeting.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of

members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be collected on a monthly basis or other basis approved by the Board of Directors and shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. For new property owners, the first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association as to the status of assessments on a building is binding upon the Association as of the date of its issuance.

Section 8. Reserves and Surplus. The Board of Directors of the Cedar Cove Homeowners' Association, Inc. may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the

greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year. In order to initially fund and create adequate reserves, the Declarant may collect at the time of initial closing an amount not to exceed one-fourth (1/4) of the maximum Annual Assessment provided for in Article IV, Section 3, above.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any of the assessments provided for here in by non-use of the Common Areas or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien however, the sale transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments whereafter becoming due or from the lien, thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other material structure shall be commenced, or erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or by the Architectural Committee Guidelines. Such approval shall be determined by consideration of the workmanship, materials, harmony, or exterior design with existing structures, and location with respect to topography and grade. PROVIDED HOWEVER, that if approval or disapproval is not submitted, or no suit to enjoin construction is commenced prior to substantial completion thereof, it shall be presumed that the party has fully complied with this restriction. No residence shall be permitted showing exposed concrete block, except for the foundation was not to exceed 3 feet above the ground. No residence or and structure shall be erected without the approval of plans by the Architectural Committee.

ARTICLE VI

USE RESTICTIONS

It is hereby declared that the covenants, conditions, and restrictions herein below set out are hereby imposed on all the lots owned by Declarant as above set out.

1. Residential Use of Property. All lots of land as shown on the plat shall be known and described as residential property and shall be used for residential purposes only, no commercial or business activity shall be permitted.

2. Parking and Storage No trailers, mobile homes, buses, boats or non-operable automobiles shall be stored or parked in the streets/roads, or on the Lots or driveways of

the Lots located within the Property except as approved by the Association or Board of Directors. No vehicles of any kind may be stored or parked in the overflow parking area for any purpose other than overflow daytime/overnight parking. All vehicles owned by Lot owners shall be parked and stored in driveways or garages.

All boats, boat trailers, and other recreational vehicle storage shall be within the "Boat Storage Area" provided and maintained by the Association. The rules and regulations for the operation of the "Boat Storage Area" and the costs thereof shall be in accordance with the rules as promulgated and amended from time to time by the Association. The costs for the operation of the "Boat Storage Area" may be allocated among all Owners and among only the users of such facility as the Association deems appropriate.

3. Single Family. No lot shall have more than one single-family residence erected thereon. This does not prevent the erection of a one or two car garage, or other utility buildings of similar structure to the residence, the plans and specifications for which must be submitted for approval before construction to Declarant or the Architectural Committee.

4. Subdivision. No lot referred to herein shall be subdivided except where such subdivision is for the purpose of increasing the size of adjoining lots, subject to the Richland County Development Code.

5. Offensive Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community. No hogs, goats, poultry, cows, or horses which shall

constitute a nuisance or cause unsanitary conditions, or any undesirable situation to any neighboring property, shall be maintained on any lot.

6. Fences, Walls, and Signs. No fences, copings, retaining walls, or billboards, shall be erected or maintained on any of the said lots without approval of the Declarant.

7. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the properties shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes. All pets must be on a leash at any time they are allowed outside of the Lot.

9. Outside Antennas. No outside radio or television antennas or satellite dish shall be erected on any Lot within the Properties unless and until permission for the same has been granted by the Declarant or the Architectural Committee.

10. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot within the Properties.

11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved over the property located within seven and one-half (7 1/2') feet of each side lot line of each lot and over the front and rear ten (10') feet of each lot and over all of the Common Area and such other easements as are shown on the recorded plat entitled Final Plat of (Phase I) Cedar Cove and Future Development, prepared by Johnson, Knowles, Burgin & Bouknight, Inc., David S. Sharpe, R.L.S. No. 10509, dated August 19, 1987, last revised October 26, 1987, referred to herein. Within these easements no structure, planting or other material shall be placed or permitted to

remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

12. Other Permitted Uses. The property designed for residential purposes may be used for parks, recreational, education or religious uses as approved by Declarant.

13. Litter Materials. No litter or other material of an unsightly nature, not natural to a well-kept and sightly neighborhood, will be retained or allowed to remain on any of the said lots. If such litter or other material is found on any of the said lots, the same will be removed by the lot owner, at the lot owner's expense, upon written request of the Declarant. Upon the failure of the said lot owner to remove such litter or other material within fifteen (15) days after written notice has been given, Declarant shall have the right to remove said litter or other material and the expense of such removal shall be paid by the said lot owner.

14. Amendments. The undersigned also reserves the right to amend these restrictions from time to time as it may see fit in the best interest of the Owners.

15. The provisions contained herein shall be construed to be for the benefit of the said Declarant and its successors which reserves the right to modify the same at will so long as said modifications are approved in writing. Any modification or amendment must be properly recorded. No amendment or modification shall violate any State, County or Local governmental rule or regulation.

16. Building Height. There shall be erected no buildings in excess of two (2) stories.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by 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.

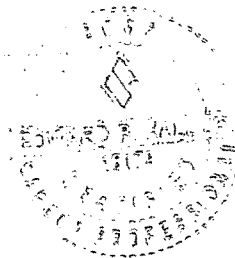
Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Section 3. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period ten (10) years from the date these covenants are recorded, but an instrument signed by a majority of the owners of the lots, and properly recorded, may change said covenants in whole or in part, subject to the Richland County Development Code; provided however, the undersigned reserve the right to amend or modify the requirements of paragraph 7 for individual lots, such modifications, however are not to exceed twenty (20 percent of the specified requirements. At the end of the ten (10) year period, the covenants shall be automatically extended for successive periods of ten (10) years each unless changed as hereinbefore stipulated. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

IN TESTIMONY WHEREOF, the said Cedar Cove Homeowners' Association, Inc., a South Carolina corporation, has caused these presents to be signed by Cedar Cove Homeowners' Association, Inc., A South Carolina Association, Inc., A South Carolina Corporation, by its President, and has caused its common seal to be affixed hereto this 7 Day of May, 2006

Richland County ROD

Richard W. Rodden



WITNESSES: CEDAR COVE HOMEOWNERS ASSOCIATION, INC.

A South Carolina corporation

BY: EDWARD B. HALL SR. *Ed B Hall*

Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND

PROBATE

COUNTY OF

PERSONNALLY appeared before me GRACE V. LAMBERT, who
being duly sworn, deposes and says that she/he saw the within-named CEDAR COVE
HOMEOWNERS' ASSOCIATION, INC., a South Carolina corporation, sign, seal and,
as its act and deed, deliver the within-written instrument for the uses and purposes therein
mentioned, and s/he with JANE A. HAZELTINE witnessed the execution thereof.

SWORN TO BEFORE ME THIS 7th)

Day of May, 2006)

Grace V. Lambert (L.S.)

Notary Public for South Carolina)

My Commission expires: July 11, 2014

"EXHIBIT A"

All that certain piece, parcel, or tract of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina and being more particularly shown and delineated as a total of 33.653 Acres on a Final Plat of (Phase I) and Future Development Cedar Cove prepared for North Bay Associates, a Joint Venture by Johnson, Knowles, Burgin & Bouknight, Inc. dated August 19, 1987, last revised October 26, 1987 and recorded in the Office of the R.M.C. for Richland County, South Carolina in Plat Book 51, at page 9156, and according to said plat having the following boundaries and measurements, to-wit: BEGINNING at a point in the southeastern most corner of said Tract, 338.18± feet northwest of the intersection of Three Dog Road (S-40-1403) 66' R/W with the centerline of Stoney Point Lane; thence proceeding in a southwesterly direction along property designated on said plat as N/F

Stoney Point Subdivision the following courses and distances: S57°33'26"W for a distance of 53.23 feet to a point; thence S72°59'54"W for a distance of 305.22 feet to a point; thence along a broken line S62° for a total distance of 784.06 feet to a point; thence turning and running along property designated on said plat as N/F South Carolina Elec. & Gas Co. the following courses and distances: N17°43'10"E for a distance of 80.42 feet to a point; thence along a broken line S58°15'50"W for a distance of 50.75 feet to a point; thence S71°23'54"W for a distance of 12.18 feet to a point; thence N85°03'33"W for a distance of 20.02 feet to a point; thence N28°10'56"W for a distance of 49.40 feet to a point; thence N24°55'34"W for a distance of 66.77 feet to a point; thence N21°57'08"W along a broken line for a total distance of 48.00 feet; thence N22°04'04"W for a distance of 27.71 feet to point; thence S58°41'12"W for a distance of 26.67 feet; thence

S53°52'55"W for a distance 50.08 feet to a point; thence turning and running along property designated on said plat as N/F South Carolina Elec. & Gas Co., the approximate 360° Contour of Lake Murray, the following courses and distances: N25°19'28"W for a distance of 61.80 feet to a point; thence N49°06'05"W for a distance of 59.00 feet to a point; thence N26°41'19"W for a distance of 82.10 feet to a point; thence 19°46'29"W for a distance of 60.10 feet to a point; thence N46°22'16"W for a distance of 57.81 feet to a point; thence N20°37'18"W for a distance of 87.00 feet to a point; thence N08°46'08"W for a distance of 36.90 feet to a point; thence N03°00'47"E for a distance of 106.85 feet to a point; thence turning and running along property designated on said plat as N/F Harriet H. Morgan the following courses and distances: N60°03'16"E for a distance of 491.76 feet to a point; thence N60°03'16"E for a distance of 530.48 feet to a point; thence N60°03'13"E for a distance of 581.44 feet to a point; thence turning and running along Three Dog Road (S-40-1403) 66' R/W the following courses and distances: along a broken line S03°36'16"W for a total distance of 313.89 feet to a point; thence S03°45'34"W for a total distance of 134.43 feet to a point; thence S02°39'13"W for a distance of 99.48 feet to a point; thence S00°43'10"E for a distance of 99.88 feet to a point; thence along a broken line S06°01'49"E for a total distance of 108.40 feet to a point; thence along a broken line S12°38'58"E for a total distance of 98.54 feet to a point; thence S17°32'55"E for a distance of 72.16 feet to a point; thence S25°22'24"E for a distance of 50.00 feet to the point at the POINT OF COMMENCEMENT.

Derivation: Deed Book D819, at page 187. (33.10 Acres) TMS No. 1505-1-1
Deed Book D819, at page 190. (0.30 Acres) TMS No. 1300-2-1A
Deed Book D822, at page 820 (a portion thereof). (0.253 Acres) TMS
No. portion of 1505-01-04

"EXHIBIT B"

BY-LAWS OF

CEDAR COVE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION.

The name of the corporation is CEDAR COVE HOMEOWNERS' ASSOCIATION, INC. hereinafter referred to as the "Association". The principal office of the corporation shall be located at 100 Willowood Parkway, but meetings of Members and Board of Directors may be held at such places within the State of South Carolina, County of Richland, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Cedar Cove Homeowners' Association, Inc. its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as many hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property, including improvements thereon, owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land or lots shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner", for the purposes of the Association, shall mean and refer to the recorded Owner, whether one or more persons or entities, of the fee simple title to

any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as, security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to, Cedar Cove Homeowners' Association, Inc., a South Carolina corporation, its successors and assigns if such successor or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Register of Mesne Conveyances for Richland County, South Carolina.

Section 8. "Member" shall mean and refer to those persons or entities, entitled to membership as provided in the Declaration of Covenants & Restrictions of Cedar Cove Homeowners' Association

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. A regular Annual meeting shall be held during the month of January with the date and time set by the Board of Directors.

Section 2. Special Meetings. Special meeting 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 of the membership.

Section 3. 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, at least 15 days before 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 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting 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.

ARTICLE IV

BOARD OF DIRECTORS AND THEIR DUTIES

Section 1. Number. The affairs of this Association shall be managed by a Board of Five (5) Directors, who need to be Members of the Association.

Section 2. Term of Office. The Directors of this Association shall be elected by the Membership at the annual meeting, and each shall hold office for two (2) years unless he shall sooner resign, or shall be removed, or otherwise disqualified to service. Board member terms should alternate as to allow for the election of 2 member then 3 members alternating years.

Section 3. 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 for the unexpired term of his predecessor.

Section 4. 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, as approved by the Board of Directors.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. Nominations for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may vote, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persona receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLES VI

MEETINGS AND DIRECTORS

Section 1. Regular Meetings. Regular meeting of the Board of Directors shall be held monthly, at such place and hour as may be fixed from time to time by the Board. Monthly meetings shall be made known to the membership.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any 3 directors, after not less than three (3) days notice to each Director.

Section 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.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 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, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member 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 and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) 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 By-Laws, the Articles of Incorporation, or the Declaration.

(d) 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; and

(e) employ an independent contractor, as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) have the Annual meeting minutes, as well as minutes of all Board of Directors meetings, be made available to all Members through e-mail, Cedar Cove Newsletter, or in each Member's mailbox.

(b) 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 where such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(c) supervise all officers, and independent contractors of this Association, and to see that their duties are properly performed;

(d) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (3) days in advance of each annual assessment period;

(3) at the discretion of the Board, foreclose the lien against any property for which assessments are past due or to bring action at law against the Owner personally obligated to pay the same.

(e) issue, or to cause an appropriate office 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;

(f) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(g) cause all officers having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) enforce the provisions of the Declaration of Covenants, including maintaining legal proceedings in law or in equity where necessary;

(i) cause the Common Area to be maintained;

(j) provide such other services to the Members as authorized in the Declaration of Covenants.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be President, Vice-President, Secretary, and Treasurer, who shall at all times be Members of the Board of Directors, and such other officers as the Board may from time to time by

resolution create. Other officers can also be Members of the Board of Directors and vice-versa.

Section 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 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 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 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 given 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 6. Vacancies. A vacancy of 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 she/he replaces.

Section 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 4 of the Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) 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.

(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 of Directors.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; 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. The Secretary shall be responsible for distribution of all minutes (Annual and Board of Directors) to Members of the Association.

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 prepare and sign all checks of the Association; keep proper

books of account; cause an Annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; or an Independent Audit Committee of members will be accepted, 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. A treasurer's report shall be presented at each monthly meeting of the Board of Directors.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deems appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall, at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws 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 XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after

the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the

Richland County ROD

Richard W. Rodden

assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Cedar Cove Homeowners' Association, Inc

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of Cedar Cove Homeowners' Association, Inc. have hereunto set our hand and seals this 7 day of MAY, 2006

*Sworn to before me
this 7th day of May, 2006.*

*Grace D. Lambert (L.S.)
Notary Public for South Carolina
My Commission expires
July 11, 2004*

<u>EDWARD B. HALIJA</u>	<u>Edward B. Halija</u>
PRINT NAME	SIGNATURE
<u>ANN M. VENTURA</u>	<u>Ann M. Ventura</u>
<u>JANE A. HAZENTINE</u>	<u>Jane A. Hazentine</u>
<u>DUSAN C. GREEN</u>	<u>Dusan C. Green</u>
<u>K. B. J.</u>	<u>K. B. J.</u>

ARTICLE XIV

RATIFICATION

Section 1. These By-Laws have been ratified by a two-thirds majority of the eligible votes at the special meeting of the Association held April 2, 2006. This two-thirds majority was the unanimous vote of all persons present at the April 2, 2006 special meeting.

5/7/06
Date

Edna P. Hall
President

5/7/06
Date

Kay Bof
Vice-President

Richland County ROD

Richard W. Rodden

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Book 2891-1086

2024000900 1/5/2024 15:38:28-196 Amendment - Deed

Fee: \$25.00 County Tax: \$0.00 State Tax: \$0.00

2024000900 John T. Hopkins II Richland County R.O.D.

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS & BY-LAWS OF THE CEDAR COVE HOMEOWNERS'
ASSOCIATION, INC. MAY 8, 2006**

THIS First Amendment to the Declaration of Covenants, Conditions and Restrictions and By-Laws of the Cedar Cove Homeowners' Association, Inc. May 8, 2006 is made and executed as of this 25th day of January, 2023.

RECITALS

WHEREAS, The Declaration of Covenants, Conditions and Restrictions ("Declaration") & By-Laws of Cedar Cove Homeowners' Association, Inc. ("By-Laws") were executed on May 7, 2006 and recorded in the Office of the Register of Deeds for Richland County on May 9, 2006 in Book 1181 at Page 940; and

WHEREAS, Article VII, Section 3 of the Declaration provides as follows:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, but an instrument signed by a majority of the owners of the lots, and properly recorded, may change said covenants in whole or in part, subject to the Richland County Development Code; provided however, the undersigned reserve the right to amend or modify the requirements of paragraph 7 for individual lots, such modifications, however are not exceed twenty (20 percent of the specified requirements.

WHEREAS, Article X, Section 1 of the By-Laws provides as follows:

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

WHEREAS, circumstances have arisen within the Cedar Cove Subdivision ("Subdivision"), which property is encumbered by the Declaration and By-Laws, which require amendment of the Declaration, so as to maintain the residential nature of the Subdivision and the property encumbered by the Declaration; and

WHEREAS, prior to the duly called annual meeting of the Cedar Cove Homeowners' Association, Inc. ("Association"), copies of the proposed amendments to the Declaration were provided to each of the Association's Members along with notice that the same would be discussed and voted upon at the annual meeting; and

WHEREAS, a quorum was met according to the Declaration and By-Laws, a vote was taken, and the Association adopts the amendments set forth herein; and

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declaration is altered, amended, and revoked, rescinded, approved, and as follows:

ARTICLE II PROPERTY RIGHTS

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws his rights of enjoyment of the Common Area, Facilities, and Boat Storage (to include dry storage areas) to the members of his family residing in his home, tenants, or contract purchasers who reside on the property.

Section 3. Leasing. The Owner of a Lot shall have the right to lease his or her Lot provided the same continues to be used for residential purposes in accordance with the Declaration subject to the following conditions:

- (a) All leases shall be in writing and for a minimum term of one (1) year.
- (b) The Owner of a Lot shall provide the Association with the name, address, phone number, and other contact information for the tenant prior to the term of the rental agreement.
- (c) The lease and/or tenant shall be specifically subject to this Declaration and any failure of a tenant to comply with this Declaration shall be a default under the lease.
- (d) The Owner shall be liable for any violation of this Declaration committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant.
- (e) The Owner of a leased lot shall be deemed to have assigned all of his rights to use the Common Area, Facilities and Boat Storage (to include dry storage areas) to his tenant. Without written permission from the Board, such Owner of a leased lot shall not be entitled to use the Common Area, Facilities and Boat Storage (to include dry storage) while his/her Lot is being leased.

ARTICLE VII GENERAL PROVISIONS

Section 3. Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded and shall be automatically extended for successive periods of ten (10) years each unless assent to an instrument by the then record Owners of seventy-five (75%) of the votes of members who are voting at the duly called meeting for this purpose has been recorded, agreeing to abandon or change this Declaration and restrictions in whole or in part.

These covenants may be amended at any time and from time to time only by assent of 75% of the votes of members who are voting at the duly called meeting for this purpose. No amendment to the provisions of these covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any Mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Register of Deeds for Richland County, South Carolina. Every purchaser or grantee of any interest in real property now or hereafter subjected to these covenants, by acceptance of a deed or other conveyance therefore, thereby agrees that these covenants may be amended as provided in this Section.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the By-laws are altered, amended, and revoked, rescinded, approved, and amended as follows:

ARTICLE III MEETING OF MEMBERS

Section 3. 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, or e-mailing a copy of such notice to the e-mail address of record, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address or email address 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.

To the extent the Declaration and By-Laws are not amended hereby, they are restated and incorporated herewith and remain in full force and effect.

IN WITNESS WHEREOF, we, constituting at least a majority of the Owners of Lots within the Subdivision have set our hands and seals as of the 25th day of January, 2023.

{SIGNATURES APPEAR ON NEXT PAGE}