

# **BY-LAWS of THE CEDAR GROVE HOMEOWNERS ASSOCIATION, INC.**

## **ARTICLE I**

Name and Location. The name of the corporation is **CEDAR GROVE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association".

## **ARTICLE II**

Section 1. "Association" shall mean and refer to Cedar Grove 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 may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property 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 shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record 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 Dorchester-Whithall, LLC, its successors and assigns if Dorchester-Whitehall, LLC makes and records a specific assignment of its rights as Declarant to such a successor or assign.

Section 7. "Declarant Control Period" shall mean and refer to the period of time during which Declarant is entitled to Class B voting rights or ten (10) years from the date of recordation of this Declaration, whichever first occurs. The Declarant or Declarants may, at it or their options, terminate the Declarant Control Period earlier by written and recorded document.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Dorchester County R.M.C., Dorchester County, South Carolina.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## **ARTICLE III**

Section 10. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter.

Section 11. Special Meetings. Special Meetings 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-tenth (1/10) of all of the votes of the membership.

Section 12. 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 ten (10) days but not more than Thirty (30) 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. Notice may also be given by facsimile transmission at the number provided by the member. 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 13. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, or of proxies entitled to cast, Fifty-one (51%) percent 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.

#### **ARTICLE IV**

##### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board composed of not less than three (3) nor more than five (5) persons, who need not be members of the Association.

Section 2. Term of Office. The initial Board of Directors named by the Declarant shall serve for a period of five (5) years from the date of the recordation of the Declaration. In the event a Director resigns or is removed during the Declarant Control Period, then the Declarant shall have the right to appoint a successor to serve for the remainder of the initial term. At all times during the Declarant Control Period, the Declarant shall have the right to appoint a majority of the Board of Directors. At the first annual meeting following the expiration of the Declarant Control Period, the members shall elect at least one (1) director for a term of three (3) years, at least one (1) director for a term of two (2) years and at least one (1) director for a term of one (1) year; and at each annual meeting thereafter the members shall elect one or more directors for a term of three (3) years so that a rotation of Board members will occur every year.

Section 3. Removal. After the expiration of the Declarant Control Period, 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.

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 consent 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. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the first annual meeting following the expiration of the Declarant Control Period. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board.

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 two 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 sixty (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 managers, independent contractors, or such other employees as they deem necessary, and to prescribe their duties;
- f. appoint an Architectural Review Board as provided for in the Declaration and other committees deemed to be appropriate in the discretion of the Board;
- g. adopt architectural and landscaping guidelines for Lots.

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

- a. 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 when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- b. supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- c. 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 (30) days in advance of each annual assessment period; and
  3. enforce the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- d. issue, or to cause an appropriate officer 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;
- e. procure and maintain adequate liability and hazard insurance on property owned by the Association. The Association shall have fire and extended coverage insurance for no less than one hundred percent (100%) of replacement cost of insurable common property.
- f. cause all officers or employees having fiscal responsibilities to be bonded. The Association shall have fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the lot owners. The fidelity bond or insurance must name Cedar Grove Homeowners Association, Inc. as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- g. The Association shall have a comprehensive policy of public liability insurance covering all of the common property. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a lot owner because of negligent acts of the Association, or other unit owners. Coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**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 by giving 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 in 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 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 this Article.

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

- a. President. 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 and promissory notes.
- b. Vice President. 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.
- c. Secretary. 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.
- d. Treasurer. 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 sign all checks and promissory notes 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; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## **ARTICLE IX**

### **COMMITTEES**

The Association shall appoint an Architectural Review Board, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE X**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, 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 a 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 eighteen (18%) percent per annum, and 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 any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## **ARTICLE XII**

### **AMENDMENTS**

Section 1. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority or 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.

## **ARTICLE XIII**

### **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal Year shall begin on the date of incorporation.

**THIS DECLARATION OF RESTRICTIVE COVENANTS** is made this 13<sup>th</sup> day of February, 2001, by Cameron Company, L.L.C. ("Declarant"), as required by **Department of the Arm Permit No. 98-1X-322**.

### **RECITALS**

WHEREAS, Declarant is the owner of certain real property (including *wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights*) located in Dorchester County, South Carolina, consisting of those wetlands and wetlands buffer areas depicted on a plat of survey dated November 14, 2000 (which wetlands and wetlands buffer areas shall hereinafter be known as "Property: said Property being more particularly described in Exhibit 'A' hereto; and

WHEREAS, as compensatory mitigation under Federal and State law for Department of the Army Permit No. 98-1X-322 ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District", to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values. Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns, lessors, or other occupiers and users.

1. **Prohibitions.** Declarant (which term shall hereinafter include Declarant's heirs, successors and assigns) and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls pre-approved in writing by the Corps and DHEC); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts

associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster; c) restoration or mitigation required under law; and d) filling, clearing, excavating and related activities authorized by the Permit on a total of 4.69 acres of the Property as shown on the drawings dated May 28, 1999 that are part of the Permit. This exception expressly includes allowing the creation of the view corridors in certain of the buffer areas as described and shown in the Permit.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps, DHEC, and their authorized agents shall have the right to enter and go upon the lands of Declarant, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant grants to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded at

\_\_\_\_\_ (insert book and page references, county(ies), and date of recording).

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area", or by an equivalent, permanent marking system.

9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded at Plat Cabinet J, Slide 181 through 188, Dorchester County RMC Office on January 25, 2001.

10. **Separability Provision**. Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants the date written above.



Exhibit "A"

PROPERTY DESCRIPTION OF WETLANDS AND BUFFER AREAS

All of the wetlands and buffer areas shown on that certain plat by Southeastern Surveying, Inc. dated November 14, 2000 entitled in part *"A PLAT DEPICTING PROPERTY SUBJECT TO DECLARATION OF RESTRICTIVE COVENANTS FOR WETLANDS PRESERVATION AND RESTRICTIVE COVENANTS FOR PRESERVATION OF ARCHEOLOGICAL SITES CEDAR GROVE OWNED BY DORCHESTER-WHITEHALL, LLC LOCATED IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA"*, and recorded January 25, 2001 in Plate Cabinet J, Slide 181 through 188, Dorchester County RMC Office, and having such size, shape, buttings, boundings, dimensions and locations as will appear by reference to said plat which is incorporated herein by reference be all the dimensions and measurements a little more or less.

STATE OF SOUTH CAROLINA     )  
  )  
  )                   FIRST SUPPLEMENTAL DECLARATION  
  OF COVENANTS, CONDITIONS AND  
  RESTRICTIONS OF CEDAR GROVE SUBDIVISION

This FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CEDAR GROVE SUBDIVISION is made this 16<sup>th</sup> day of May 2005 by Vaughn Development, Inc., a South Carolina corporation, hereinafter referred to as “Declarant”.

WITNESSETH:

Whereas, Dorchester-Whitehall, LLC, hereinafter referred to as “Dorchester,” a South Carolina limited liability company, executed on or about the 16<sup>th</sup> day of January 2002, a certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CEDAR GROVE SUBDIVISION and recorded the same in Book 2979, page 161 on the 7<sup>th</sup> day of February 2002 in the R.M.C. Office for Dorchester County, South Carolina, as amended (herein referred to as Covenants”);

Whereas, the Declarant was assigned Declarant rights as described in the Covenants following purchase of the majority of the residential property in Cedar Grove Subdivision on or about the 11<sup>th</sup> day of July 2003;

Whereas, the Declarant reserved the right to subject future phases of Cedar Grove subdivision to the aforesaid Covenants by filing a record of Supplemental Declaration of covenants with respect to the additional property which shall extent the operation and effect of the Covenants to such additional property;

Whereas, the Covenants further provide the Supplemental Declaration may contain such additional terms and restrictions which the Declarant shall deem appropriate and further any general scheme of development;

Whereas, the Declarant desires to enter into the Supplemental Declaration in order to reflect the submission of said property as subdivided to the Covenants to specify additional requirements to reflect the character of the additional property;

Whereas, the Developer desires to enter into the Supplemental Declaration in order to reflect the submission of said property as subdivided to the Covenants in order to set forth the minimum square footage requirements with respect thereto;

NOW, THEREFORE for an in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Vaughn Development, Inc. hereby declares as follows:

1. The real property shown and designated as Phase II, shown on a final “SUBDIVISION PLAT, CEDAR GROVE PHASE II – 60 LOTS & PHASE III – 31 LOTS OWNED BY VAUGHN DEVELOPMENT, INC., TMS# 171-00-00-191, THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA” (Sheets 1 through 3) by David L. Gray, Professional Land Surveyor, dated January 5, 2005, and recorded as Sheets 1 through 3 in Plat Book K, at Page 139 in the R.M.C. Office for Dorchester County, South Carolina on March 2, 2005.
2. No residence or dwelling shall be erected on any of said lots unless said residence or dwelling be constructed with a minimum of 1800 square feet of total enclosed heated and cooled dwelling area. The term “enclosed dwelling area” as used in these minimum size requirements does not include garages, terraces, decks, porches and like areas.
3. All residences or dwellings shall have front entry garages due to the width of the developed lots.

4. Transfer Fee. Excluding the first sale of each Unit from the Declarant to an Owner and excluding the first sale of each Unit by a Builder to an Owner but including all subsequent sales of all Units, a transfer fee shall be collected from the Purchaser of each Unit equal to one-half of one percent of the total purchase price of such Unit which transfer fee shall be paid to The Cedar Grove Homeowner's Association, Inc. ("CG HOA"), a non-profit community service association. This amount shall be collected and disbursed to CG HOA at the closing of the purchase and sale of each Unit except as provided above. Such funding shall be used by CG HOA exclusively for capital maintenance and capital replacement of the Common Areas at its sole discretion in accordance with its articles of incorporation and the Covenants. Capital maintenance shall not be construed as routine common area maintenance, such as landscaping. In the event of non-payment of such transfer fee, the amount due shall bear interest and shall be collected as an assessment as set forth in Article IV of the Covenants. CG HOA may require the purchasing and co-selling Owner to provide reasonable written proof of the applicable sales price, such as executed closing statement, contract of sale, copies of deed or other such evidence. This provision is for the benefit of and may be enforced by CG HOA.
5. Amenity Center Membership. All Owners of Phase II residences shall participate in Amenity Area membership. Participation shall include all rights and privileges associated with access and use of the Amenity Area. Annual Association Assessments shall fund the operating expenses and, in part, the capital reserves for the Amenity Area. The Transfer Fee of Paragraph 4 above is intended to defray the costs necessary for Annual Assessments to cover the costs of capital maintenance and replacement of the Amenity Center.
6. Except as modified herein, the Covenants, as amended, shall remain in full force and effect.
7. The Declarant may unilaterally amend this Supplemental Declaration for any purpose; provided however, any such amendment shall not materially adversely affect the substantive rights of any lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected lot owner.

STATE OF SOUTH CAROLINA    )  
  )  
  )                    SECOND SUPPLEMENTAL DECLARATION  
  OF COVENANTS, CONDITIONS AND  
  RESTRICTIONS OF CEDAR GROVE SUBDIVISION

This SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CEDAR GROVE SUBDIVISION is made this 16<sup>th</sup> day of May 2005 by Vaughn Development, Inc., a South Carolina corporation, hereinafter referred to as “Declarant”.

WITNESSETH:

Whereas, Dorchester-Whitehall, LLC, hereinafter referred to as “Dorchester,” a South Carolina limited liability company, executed on or about the 16<sup>th</sup> day of January 2002, a certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CEDAR GROVE SUBDIVISION and recorded the same in Book 2979, page 161 on the 7<sup>th</sup> day of February 2002 in the R.M.C. Office for Dorchester County, South Carolina, as amended (herein referred to as Covenants”);

Whereas, the Declarant was assigned Declarant rights as described in the Covenants following purchase of the majority of the residential property in Cedar Grove Subdivision on or about the 11<sup>th</sup> day of July 2003;

Whereas, the Declarant reserved the right to subject future phases of Cedar Grove subdivision to the aforesaid Covenants by filing a record of Supplemental Declaration of covenants with respect to the additional property which shall extent the operation and effect of the Covenants to such additional property;

Whereas, the Covenants further provide the Supplemental Declaration may contain such additional terms and restrictions which the Declarant shall deem appropriate and further any general scheme of development;

Whereas, the Declarant desires to enter into the Supplemental Declaration in order to reflect the submission of said property as subdivided to the Covenants to specify additional requirements to reflect the character of the additional property;

Whereas, the Developer desires to enter into the Supplemental Declaration in order to reflect the submission of said property as subdivided to the Covenants in order to set forth the minimum square footage requirements with respect thereto;

NOW, THEREFORE for an in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Vaughn Development, Inc. hereby declares as follows:

1. The real property shown and designated as Phase III, shown on a final “SUBDIVISION PLAT, CEDAR GROVE PHASE II – 60 LOTS & PHASE III – 31 LOTS OWNED BY VAUGHN DEVELOPMENT, INC., TMS# 171-00-00-191, THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA” (Sheets 1 through 3) by David L. Gray, Professional Land Surveyor, dated January 5, 2005, and recorded as Sheets 1 through 3 in Plat Book K, at Page 139 in the R.M.C. Office for Dorchester County, South Carolina on March 2, 2005.
2. No residence or dwelling shall be erected on any of said lots unless said residence or dwelling be constructed with a minimum of 2200 square feet if a one story dwelling or 2400 square feet if a two story dwelling of total enclosed heated and cooled dwelling area. The term “enclosed dwelling area” as used in these minimum size requirements does not include garages, terraces, decks, porches and like areas.

3. All residences or dwellings shall have front entry garages due to lot configuration as approved by the new construction Architectural Review Board.
4. Transfer Fee. Excluding the first sale of each Unit from the Declarant to an Owner and excluding the first sale of each Unit by a Builder to an Owner but including all subsequent sales of all Units, a transfer fee shall be collected from the Purchaser of each Unit equal to one-half of one percent of the total purchase price of such Unit which transfer fee shall be paid to The Cedar Grove Homeowner's Association, Inc. ("CG HOA"), a non-profit community service association. This amount shall be collected and disbursed to CG HOA at the closing of the purchase and sale of each Unit except as provided above. Such funding shall be used by CG HOA exclusively for capital maintenance and capital replacement of the Common Areas at its sole discretion in accordance with its articles of incorporation and the Covenants. Capital maintenance shall not be construed as routine common area maintenance, such as landscaping. In the event of non-payment of such transfer fee, the amount due shall bear interest and shall be collected as an assessment as set forth in Article IV of the Covenants. CG HOA may require the purchasing and co-selling Owner to provide reasonable written proof of the applicable sales price, such as executed closing statement, contract of sale, copies of deed or other such evidence. This provision is for the benefit of and may be enforced by CG HOA.
5. Amenity Center Membership. All Owners of Phase II residences shall participate in Amenity Area membership. Participation shall include all rights and privileges associated with access and use of the Amenity Area. Annual Association Assessments shall fund the operating expenses and, in part, the capital reserves for the Amenity Area. The Transfer Fee of Paragraph 4 above is intended to defray the costs necessary for Annual Assessments to cover the costs of capital maintenance and replacement of the Amenity Center.
6. Except as modified herein, the Covenants, as amended, shall remain in full force and effect.
7. The Declarant may unilaterally amend this Supplemental Declaration for any purpose; provided however, any such amendment shall not materially adversely affect the substantive rights of any lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected lot owner.

STATE OF SOUTH CAROLINA    )  
  )  
  )            THIRD SUPPLEMENTAL DECLARATION  
  OF COVENANTS, CONDITIONS AND  
  RESTRICTIONS OF CEDAR GROVE SUBDIVISION

This THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CEDAR GROVE SUBDIVISION is made this 16<sup>th</sup> day of May 2005 by Vaughn Development, Inc., a South Carolina corporation, hereinafter referred to as “Declarant”.

WITNESSETH:

Whereas, Dorchester-Whitehall, LLC, hereinafter referred to as “Dorchester,” a South Carolina limited liability company, executed on or about the 16<sup>th</sup> day of January 2002, a certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF CEDAR GROVE SUBDIVISION and recorded the same in Book 2979, page 161 on the 7<sup>th</sup> day of February 2002 in the R.M.C. Office for Dorchester County, South Carolina, as amended (herein referred to as Covenants”);

Whereas, the Declarant was assigned Declarant rights as described in the Covenants following purchase of the majority of the residential property in Cedar Grove Subdivision on or about the 11<sup>th</sup> day of July 2003;

Whereas, the Declarant reserved the right to subject future phases of Cedar Grove subdivision to the aforesaid Covenants by filing a record of Supplemental Declaration of covenants with respect to the additional property which shall extent the operation and effect of the Covenants to such additional property;

Whereas, the Covenants further provide the Supplemental Declaration may contain such additional terms and restrictions which the Declarant shall deem appropriate and further any general scheme of development;

Whereas, the Declarant desires to enter into the Supplemental Declaration in order to reflect the submission of said property as subdivided to the Covenants to specify additional requirements to reflect the character of the additional property;

Whereas, the Developer desires to enter into the Supplemental Declaration in order to reflect the submission of said property as subdivided to the Covenants in order to set forth the minimum square footage requirements with respect thereto;

NOW, THEREFORE for an in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Vaughn Development, Inc. hereby declares as follows:

1. The real property shown and designated as Phase IV, shown on a “FINAL SUBDIVISION PLAT, SHOWING THE SUBDIVISION OF A PORTION OF TMS NO. 171-00-191 TO CREATE 52 LOTS, CEDAR GROVE PHASE IV OWNED BY VAUGHN DEVELOPMENT, INC., LOCATED IN THE CITY OF NORTH CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA” (Sheets 1 through 3) by Johnathan F. Burns, Professional Land Surveyor, dated August 3, 2006, and recorded as Sheets 1 through 3 in Plate Book I, at Page 25 in the R.M.C. Office for Dorchester County, South Carolina on August 22, 2006.
2. No residence or dwelling shall be erected on any of said lots unless said residence or dwelling be constructed with a minimum of 2200 square feet if a one story dwelling or 2400 square feet if a two story dwelling of total enclosed heated and cooled dwelling area. The term “enclosed dwelling area” as used in these minimum size requirements does not include garages, terraces, decks, porches and like areas.

3. Residences or dwellings may have front entry garages due to lot configuration as approved by the new construction Architectural Review Board.
4. Transfer Fee. Excluding the first sale of each Unit from the Declarant to an Owner and excluding the first sale of each Unit by a Builder to an Owner but including all subsequent sales of all Units, a transfer fee shall be collected from the Purchaser of each Unit equal to one-half of one percent of the total purchase price of such Unit which transfer fee shall be paid to The Cedar Grove Homeowner's Association, Inc. ("CG HOA"), a non-profit community service association. This amount shall be collected and disbursed to CG HOA at the closing of the purchase and sale of each Unit except as provided above. Such funding shall be used by CG HOA exclusively for capital maintenance and capital replacement of the Common Areas at its sole discretion in accordance with its articles of incorporation and the Covenants. Capital maintenance shall not be construed as routine common area maintenance, such as landscaping. In the event of non-payment of such transfer fee, the amount due shall bear interest and shall be collected as an assessment as set forth in Article IV of the Covenants. CG HOA may require the purchasing and co-selling Owner to provide reasonable written proof of the applicable sales price, such as executed closing statement, contract of sale, copies of deed or other such evidence. This provision is for the benefit of and may be enforced by CG HOA.
5. Amenity Center Membership. All Owners of Phase IV residences shall participate in Amenity Area membership. Participation shall include all rights and privileges associated with access and use of the Amenity Area. Annual Association Assessments shall fund the operating expenses and, in part, the capital reserves for the Amenity Area. The Transfer Fee of Paragraph 4 above is intended to defray the costs necessary for Annual Assessments to cover the costs of capital maintenance and replacement of the Amenity Center.
6. Except as modified herein, the Covenants, as amended, shall remain in full force and effect.
7. The Declarant may unilaterally amend this Supplemental Declaration for any purpose; provided however, any such amendment shall not materially adversely affect the substantive rights of any lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected lot owner.