

AMENDMENT to the DECLARATION of  
COVENANTS, CONDITIONS AND RESTRICTIONS of  
the CEDAR GROVE SUBDIVISION

WHEREAS, DORCHESTER-WHITEHALL, LLC, a South Carolina limited liability company, filed Covenants, Conditions and Restrictions for the Cedar Grove Subdivision dated January 16, 2002, recorded on February 7, 2002 in the RMC office for Dorchester County in Book 2979 at Page 161; and

WHEREAS, the Lot Owners in the Cedar Grove Subdivision voted to amend the Covenants, Conditions and Restrictions by a vote completed on October 29, 2017.

WITNESSETH:

WHEREAS, Declarant is the owner of certain properties in the City of North Charleston, Dorchester County, State of South Carolina, which are described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Declarant intends to develop the properties into single family residential lots in one or more subdivisions or sections and/or sell portions of the properties to others for the purpose of developing such portions into single family residential lots in one or more subdivisions or sections, such subdivision to be known a Cedar Grove Subdivision (“Cedar Grove”); and

WHEREAS, Declarant desires to provide for orderly development and maintenance of the properties,

NOW, THEREFORE, Declarant hereby declares that all of the properties described above, together with all additional properties which may be made subject to these Covenants, 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 having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

The Declarant intends to develop Cedar Grove in one or more phases. The Declarant may submit the property which is subject to future phases to this Declaration at its option from time to time. At such time, Declarant will execute and record a Supplemental Declaration which may contain such additional terms and restrictions which Declarant shall deem appropriate and further any general scheme of development. Nothing contained in these Covenants imposes nor should be interpreted to pose any restriction, condition, limitation or easement upon any land owned by Declarant other than the land described on Exhibit A, and such additional properties as made by subsequent declaration be added to and subjected to this Declaration of Covenants.

## ARTICLE 1

### DEFINITIONS

Section 1. "Association" and "HOA" shall mean and refer to THE CEDAR GROVE HOMEOWNERS ASSOCIATION, INC., its successors and assigns (herein "the Association").

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

Section 3. "Properties" shall mean and refer to all that certain real property described on Exhibit "A" and any additional properties which may be expressly subjected to this Declaration.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners as designated on plats recorded from time to time.

Section 5. "Lot" shall mean and refer to any numbered lot or plot of land as shown upon any plat hereinabove referred to, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Dorchester-Whitehall, 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. "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.

Section 9. "Builder" as used herein shall mean any person or entity licensed by the State of South Carolina to construct single family residences.

Section 10. "Subdivision" as used herein shall mean a portion of the Property creating Lots by recordation of a plat.

Section 11. "Townhouse Site" definition deleted.

## ARTICLE II

### PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a 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 provisions:

- (a) the right of the Association to restrict uses or activities inconsistent with the maintenance of the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the Common Area, excluding streets and roads which may be in the Common Area, 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 Board of Directors;

- (d) the right of the Association to assess or charge to every owner fees or dues in order to have funds to maintain and care for the Common Area and any improvements located thereon;
- (e) the transfer of a Lot automatically transfers membership in the Association and all rights of the transferor with respect to the Common Areas and facilities to which Ownership of such Lot relate.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

Section 3. Leasing. After construction of a residence on a Lot, any Owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions herein and provided that the lease agreement between Owner and lessee shall be written and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and all other documents of the Association and that failure of the lessee to comply with the terms of such documents shall constitute a default under the lease.

Section 4. Duties of Declarant. The Declarant shall convey the Common Area to the Association free and clear of all liens and with all real estate taxes paid through the date of transfer to the Association, which conveyance shall take place not later than two (2) years from the date of recordation of the plat creating the Common Area or Areas.

Section 5. Association Duties. Upon conveyance of the Common Area to the Association, the Association shall have the duty to maintain and keep in good repair all the same for the benefit of all Owners, including without limitation, proper maintenance of the lakes and drainage facilities which are located on the Common Area together with any streets, sidewalks, street lights, landscaping or other improvements which may be located upon the Common Area. In addition, the Association shall control the availability of the Common Area, insure that the Common Area and other property set aside for open space, if any, not be developed for unapproved purposes in the future, and insure that the Common Area is maintained in their intended use and function in perpetuity, unless and until the governing municipality, by ordinance, authorizes and approves revisions to the Common Area.

Section 6. Right of Entry and Right to Cure Defaults by Municipality. Municipal personnel, in the performance of their official duties, are hereby granted a right of entry upon the Common Area of the Association, and this shall include, but not be limited to, law enforcement officers, rescue squad personnel and firefighting personnel while in pursuit of their duties, and for the purpose of inspecting, maintaining, repairing and replacing public facilities located in the Common Areas. In the event that the Declarant and/or the Association fails to fulfill its duty to maintain the Common Areas, then the municipality may give a written notice to the Declarant and/or the Association specifying the default and the action necessary to cure the default and the Association shall have sixty (60) days to take such action as required by the notice. In the event the Association fails to take such action, then the municipality may make such repairs and take such actions as are necessary. The cost of the repairs made by the municipality shall constitute a lien against the Common Areas and a pro rata lien against each Lot in the Property which may be recorded as a lien.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. 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. Voting Rights. Voting by Members of the Association may be in person or by proxy as set forth in the Bylaws attached hereto and incorporated by reference herein. The Association shall have (2) classes of voting membership:

- a. Class A. Class A Members shall be owners with the exception of the Declarant, and shall be entitled to one (1) vote per each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they make among themselves determined but in no event shall more than one vote be cast with respect to any Lot.
- b. Class B. The Class B Members shall be the Declarant, its successors and assigns, and shall be entitled to five (5) votes per each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following: (i) when the Declarant executes and

records an instrument forfeiting its Class B membership; (ii) when the Declarant conveys to others ninety-five (95%) percent of Lots in Cedar Grove (Lots shall include those Lots contained in or situate on any additional property which Declarant shall hereinafter bring under the terms of this Declaration); or (iii) ten (10) years from the date of this instrument.

Section 3. Declarant Control Period. During the Declarant Control Period, the Declarant shall have the right to elect or appoint a majority of the members of the Board of Directors of the Association.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. 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 for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and 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 assessments 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 by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. 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 any such assessment shall have the assent of more than fifty-one percent (51%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 3.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than ten days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes 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 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in arrears or in advance on a monthly basis, or on a quarterly, semi-annual or annual basis as determined by the Board of Directors of the Association.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot to an Owner other than a Declarant or a Builder acquiring a Lot directly from a Declarant. No assessments shall be due for Lots owned by the Declarant so long as the Declarant is maintaining the streets and any of the Common Areas within the properties or paying the operating deficit of the Association as hereinafter provided for in Section 9. By Contract, the Declarant may provide that a Builder acquiring a Lot directly from a Declarant shall pay no assessment during the first twelve (12) months of Ownership, and thereafter the full assessments shall be due and owing during the period of time that the above-described Builder is exempt from assessments (and for said time period only), the said Builder is hereinafter referred to herein as an "Exempt Builder". 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 setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. 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 eighteen percent (18%) per annum or as may be established from time to time by a vote of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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. Any defaulting Owner shall be liable for reasonable attorney's fees and court costs as may be awarded by the court.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu 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 thereafter becoming due or from the lien thereof. The purchaser of any lot at a foreclosure sale shall be liable for the assessment for the calendar year in which the sale occurred but only for a prorated portion calculated from the date the master's deed was signed.

Section 9. Declarant's Obligation for Assessments. Anything herein to the contrary in this Article notwithstanding, so long as a Declarant owns any portion of the Property upon which Lots are to be developed or constructed or owns any Lot for sale, the Declarant may exempt itself from the payment of Assessments in accordance with the terms of this paragraph. Furthermore, any Exempt Builder will be exempt from the payment of Assessments in accordance with the terms of its contract with Declarant and this paragraph; provided, however, that an Exempt Builder may be exempted only as provided for in Section 6 hereinabove. Each Declarant exempting itself from the payment of Assessments or who has contracted with an Exempt Builder hereby covenants and agrees it will annually elect either to pay an amount equal (i) to total Assessment which would otherwise be due and



payable for Lots owned by it or by an Exempt Builder, plus the total Assessments which would otherwise be due and payable if Assessments were payable on the number owned by the Declarant and Exempt Builder Lots, or (ii) to pay its "Subsidy Percentage" being defined as the difference between the amount of Assessments collected on all other Lots not owned by the Declarant or its Exempt Builder and the amount of actual expenditures by the Association during the fiscal year, but not in a sum greater than the Assessments the Declarant and its Exempt Builder would pay if not exempt therefrom, or (iii) pay the cost of maintaining the Common Area in lieu of the payment of any Assessments. Unless a Declarant otherwise notifies the Board in writing at least twenty five (25) days before the beginning of each calendar year, a Declarant will be deemed to have elected for the first year in which Assessments are due, and thereafter to continue paying on the same basis as during the immediately preceding year.

Section 10. Initial Capital Assessment. This section has been deleted.

## ARTICLE V

### GENERAL PROVISIONS

Section 1. Any Enforcement. The Association, 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 an 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 or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners except that any Amendment during the Declarant Control Period is subject to the approval of Declarant. Any amendment must be

recorded. Notwithstanding the foregoing, this Declaration may be amended unilaterally at any time and from time to time by Declarant during the Declarant Control Period (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee mortgage Loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent in writing. Further, during the Declarant Control Period, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any Lot without the consent of the affected Lot Owner.

Section 4. Mortgage Provisions. The following provisions are for the benefit of holders of first Mortgages on Lots in the Property. The provisions of this Section apply to both this Declaration and the Bylaws, notwithstanding any other provisions contained therein.

(a) Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Common Area or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency be continued for a period of sixty (60) days; provided, however, notwithstanding

this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

(b) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any owner or other party priority over any rights of the first Mortgage of any Lot in the case of distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

(c) Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

(d) VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD"), or the U.S. Department of Veterans Affairs ("VA"), for insuring or guaranteeing any Mortgage in the Community, the following actions shall require the prior approval of the VA or HUD as applicable: annexation of additional property to the Common Area, except for annexation by Declarant pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Area to any public entity; mergers and consolidations; dissolution of the Association, and material amendment of the Declaration, Bylaws or Articles of Incorporation.

(e) Applicability of Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or South Carolina law for any of the acts set out in this Section.

(f) Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, the Board, without approval of the owners, may cause an amendment to this Section to be recorded to reflect such changes.

## Section 5. Easements.

(a) Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

(b) Easements for Use and Enjoyment.

(i) Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(1) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Area on a uniform basis for improvements not provided by the Declarant unless otherwise consented to by Declarant, to limit the number of guests of Lots Owners and tenants who may use the Common Area, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

(2) the right of the Association to suspend the voting rights of a Lot Owner and the right of an owner to use the recreational facilities available for use by the Lot Owners, if any, for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time, for an infraction of the Declaration Bylaws, or rules and regulations;

(3) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area, provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved

or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any mortgage, irrespective of when executed, encumbering property located within the Common Area. Any such Mortgage on the Common Area shall be subject to approval by at least two-thirds (2/3) vote of the members. Any provision of this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Common Area;

(4) the right of the Association to dedicate or grant easements over, under and through the Common Area to governmental entities for public purposes; and

(ii) Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Area and facilities located thereon to the members of such owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased

(c) Easements of Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Common Area, and all Lots, for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Common Area or any Lot or any portion thereof. This easement shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, cable television, security, as well as storm drainage and any other service or system which the Declarant or the Association may decide to have installed to service the Common Area. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, pipes, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement.

(d) Easement for Drainage. Declarant hereby reserves a perpetual easement across all Common Area for the purpose of altering drainage and water flow. This right shall include, but is not limited to, altering swales, installing drains, drainage ditches, pipes, inlets, headwalls, and altering channeling or piping water flow across any Lot or any property in the Common Area. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

(e) Easement for Entry. In addition to the other rights reserved to the Declarant and the Association the Declarant or the Association shall have the right (but not the obligation) to enter upon any property or Lot for emergency, security and safety reasons. This right may be exercised by the Declarant or its designee, any officer of the Board, and all governmental employees, policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion or other hazard or condition in the event of an owner or occupant fails or refuses to cure the condition upon request by the Board.

(f) Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the municipality, Declarant or the Association across such portions of the Lots, determined in the sole discretion of the Declarant and the Association, as are necessary to allow for the maintenance required by this Declaration. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

(g) Easement for Entry Features. There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Lots, over and upon each Lot as more fully described on the recorded Property plat for any portion of the Property. The easement and right herein reserved shall include the right to cut, remove and plant trees,

shrubby, flowers and other vegetation around such entry features and the right to grade the land under and around each entry feature.

(h) Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter, so long as Declarant owns any portion of the Properties in the subdivision for development or sale, Declarant reserves an easement across the Property for Declarant to maintain and carry on the improvements required by the municipalities, upon such portion of the Property as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient or incidental to the development, construction and sales activities related to property within or near the Property. This easement shall include, without limitation:

- (i) The right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Property as well as any Lot in the Property;
- (ii) The right to tie into any portion of the Property with driveways, parking areas and walkways;
- (iii) The right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services;
- (iv) The right (but not the obligation) to construct recreational facilities on Common Area;
- (v) The right to carry on sales and promotional activities on the Property;
- (vi) The right to place direction and marketing signs on any portion of the Property, including any Lot or Common Area;
- (vii) The right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities;

(viii) Declarant may use residences, offices or other buildings owned or leased and may also use recreational facilities available for use as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense. This section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration. Declarant shall have the right to grant to builders or developers expressly designated by Declarant in its sole discretion similar rights and privileges as contained in this Section.

(i) Irrigation Easements. There is hereby reserved to the Declarant and the Association a blanket easement to pump water from ponds, lakes and other bodies of water located within the Property for irrigation purposes.

(j) Access and Fence Easement. Declarant hereby reserves an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the Property development and construction plans or governmental regulation, rule, ordinance or plan approval requirement.

## ARTICLE VI

### PROPERTY RESTRICTIONS

The Declarant does hereby declare, covenant and agree, for itself and its successors and assigns, that all residential Lots shown on any plat (except such Lots may be needed for utilities and the like such as the pump station lots shown on any plat) shall be hereafter held and sold subject to the following conditions and restrictions, to wit:

Section 1. Land Use and Building Type: No lot shall be used except for residential purposes. No building or other improvement shall be erected, altered, placed or permitted to remain on any lot without the plans, specifications and design thereof having been approved in writing by the Architectural Review Board (the "ARB") referred to hereinafter. Notwithstanding the foregoing, the Declarant may maintain a model home/sales office until



such time as the residences constructed on all Lots have been sold to Owners other than builders.

The ARB may act in its sole discretion and may, from time to time, change, modify or alter its standards or guidelines relating to size, quality and design of buildings and improvements built upon the Lots.

Section 2. Building Location: The front of each numbered building lot shown on any Subdivision plat may be indicated by the "Minimum Building Set-Back Line", set forth on the Subdivision plat or if none be shown, then the front shall be determined under the ordinances of the City of North Charleston. No building shall be located on any numbered building lot shown upon the said plat, unless the front of the said building faces the front of the lot upon which it is located, nor shall any building be located on any lot nearer to the front set-back line shown on the Subdivision plat or as specified by ordinance of the City of North Charleston if no minimum set-back line is shown. The ARB may grant waivers or exceptions as to building line violations for good cause shown.

Section 3. Building Size. All dwellings to be constructed on lake front, interior, and wetlands lots shall have a minimum square footage of at least 2,200 square feet if a one-story dwelling and, if a two-story dwelling, at least 2,400 square feet. All dwellings to be constructed on marsh lots shall have a minimum square footage of at least 2,400 square feet if a one-story dwelling and if a two-story dwelling at least 2,600 square feet.

Section 4. Sewage Disposal. Every dwelling unit constructed within this Property shall be connected to the public sewage disposal system.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Property.

Section 6. Underground Electrical and Telephone Service. Neither poles nor other structures for the carrying or transmission of electric power or telephone service nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either: (1) any Lot, or (2) in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the Property. All electric and telephone service facilities

constructed or placed within the Property, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of land on the Property. This Section 6 shall not prohibit such electrical facilities or apparatus as may be required for public utilities and/or temporary electrical service during construction of improvements.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

Section 8. Fences. No fence shall be erected or constructed without written approval of the ARB. All new fence designs must comply with the requirements contained in the most recent revision of the Cedar Grove ARB Guidelines for Fences document. No fence shall be permitted in any front yard, unless the ARB specifically approves an exception allowing the fence (front yard being defined to mean the area between the front of the house and the street upon which such Lot is situated). The ARB may require fences containing certain materials and an attractive design consistent with the neighborhood, may restrict the height and location of fences and may exclude pens or enclosures.

Section 9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a temporary residence.

Section 10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other similar household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance to their neighbors.

Section 11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers in accordance with City of North Charleston regulations and maintained in such a manner as to prevent any foul or unpleasant odors from disturbing others. All such containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. Per City of North Charleston Public Works Department rules, trash may not be placed along the curb more than twelve (12) hours prior to the collection day. Containers must be removed from the curb and stored within twelve (12) hours of collection.

Containers must be stored at the side or rear of a dwelling or in a garage. Containers stored outside should be screened from view as much as possible. Containers must not be stored in front of a residence except for raised homes where they may be stored out of sight from the street under the raised stairwell.

Section 12. Air Conditioning Units. No window air conditioning units may be installed without prior approval of the ARB.

Section 13. Storage Sheds and Garages. Construction, installation or placement of a storage shed, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the ARB, which may be withheld in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the ARB for written approval prior to obtaining building permits or starting construction. No two story structures of this nature are permitted on any Lot within the Property. All storage buildings regardless of size must comply with the requirements contained in the most recent revision of the Cedar Grove ARB Guidelines for Storage Buildings.

Tree houses are not permitted on any lot.

Section 14. Exterior Security Devices. No exterior security devices, other than cameras, shall be permitted on any residence or Lot. Conventional security system signs are allowed provided they are small (not exceeding 8" x 8") and placed in close proximity to the dwelling.

Section 15. Clothesline. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 16. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the community.

Section 17. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may alter, obstruct or rechannel the drainage flows after location and

installation of drainage swales, storm sewers, or storm drains, the right to alter the same being expressly reserved to Declarant.

Section 18. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 19. Subdivision of Lots. None of the lots as shown on any recorded plat may be subdivided into smaller or additional lots. Lot lines may be adjusted and/or additional parcels may be added so as to create larger new lots within the Property so long as the Property requirements of the municipality are met.

Section 20. Conservation Easements.

(1) The Declarant does hereby covenant and agree, as a condition running with the land, that no activity will be performed on any applicable portion of property subject to these Restrictions which is designated on any Property Plat or other recorded plat as a "Wetlands/Conservation Easement" as that term is interpreted and applied by the United States Army Corps of Engineers pursuant to its authority under Section 404 of the Clean Water Act (33 U.S.C.A. 1251 et.seq.) unless (1) such activity is specifically authorized by the Corps of Engineers through issuance of an appropriate permit for the activity, or such activity is exempt from the requirement of a permit under applicable statutes and regulations, (2) such activity is consistent with the Covenants, Conditions and Restrictions as applicable to lots in the Property, and (3) such activity conforms to all other applicable requirements of federal, state and local laws, ordinance and regulations.

(2) The covenants herein contained shall lie in addition to all of the covenants, conditions, and restrictions contained in the Declaration.

(3) The Declarant, the Association, the Corps of Engineers, and any other federal, state or local government or agency having jurisdiction over tidal or non-tidal wetlands as defined in the Clean Water Act as hereinabove referred to shall have the right to enforce, by proceeding at law or in equity in Dorchester County or the United States District Court for the State of South Carolina, the covenants, conditions, restrictions and easements herein contained in this Section 20.

Section 21. Modular Building Unit. Notwithstanding anything to the contrary contained herein, no “Modular Building Unit” as hereinafter defined shall be constructed on any lot subject to these covenants. The term “Modular Building Unit” means any building of closed construction, regardless of type of construction or occupancy classification, constructed off-site and transported to the point of use for installation or erection.

Section 22. Satellite Dishes, Antenna, and Solar Panels. Satellite dishes and antenna used to receive or transmit radio, television and other signals shall be located so they are not visible from the street to whatever extent possible. These devices are prohibited from being located in front or side yards of any lot. Satellite dishes may be located in the side yard of a lot only if necessary to receive an adequate signal and must be completely screened from street view as much as practical. Satellite dishes shall have a diameter not to exceed one meter (39 inches) and if installed in a yard shall not be greater than six (6) feet tall.

Solar panels and solar systems are allowed with certain restrictions. Plans must be approved by the Association's ARB before purchase and installation. Once installed, solar systems must be maintained in an aesthetically pleasing manner.

Section 23. Basketball Goals. No basketball goal shall be located or maintained in the front yard of any lot having a side entry garage. Portable or mobile basketball goals are permitted in the driveway of lots having a front facing garage.

No basketball goal shall be mounted on any part of the dwelling, detached garage or outbuilding visible from the street. Basketball goals shall be kept in good repair. Basketball goals are not permitted within ten (10) feet of a street nor in the street. In no case may portable basketball goals be stored on its side and visible from the street except during hurricanes or wind storms. Construction of a basketball court is permitted in the backyard of a dwelling but requires approval by the Association's ARB.

Section 24. Prohibited Activities on Recreational Lakes. No docks may be constructed extending from any Lot located on any pond within the subdivision and no motorized boats shall be permitted in said lakes.

Section 25. Garages. Unless otherwise permitted by the Architectural Review Board, all garages will be constructed in such a manner as to not face any street front.

Section 26. Recreational Equipment. All outdoor recreational equipment, playhouses and children's equipment shall be located to the rear of the dwelling constructed on any Lot and should preferably be located so it is hidden from street view as much as practical.

Section 27. Parking of Vehicles and Trailers. No vehicle shall be parked or left on any street overnight (defined as midnight to 5 AM). Vehicles shall be parked on a driveway or within a garage. Temporary overnight visitors may park vehicles in the street if there is no room in the driveway or garage such as during holidays. Temporary is considered no more than seven (7) consecutive days. Parking on grass is prohibited. Partial or head in parking whereby the entirety of the vehicle is not fully within the bounds of a driveway is prohibited.

Large heavy duty commercial vehicles in excess of 12,000 lbs gross vehicle weight are prohibited from overnight parking in driveways, lots or common areas except for temporary use when moving in or out of a residence. This includes tractor units, box trucks and flatbed trucks used in towing.

All boats, trailers of all types, buses (defined as vehicles containing more than four (4) rows of seats), ATVs and other recreational vehicles including motor homes must be kept parked in garages or at an offsite storage facility and not in driveways or streets. Small vehicles, including boats on trailers, utility trailers, ATVs and campers can be parked behind the owner's residence as long as it is screened from view and not visible from the street or surrounding lots when viewed from ground level.

Recreational vehicles/trailers including those with boats may be parked in a driveway temporarily (less than seventy two (72) hours) for the owner's convenience in order to prepare for use or to clean up after use.

Portable Moving/Storage Containers known as PODs must be stored on driveways and not in the street. Storage period must not exceed thirty (30) days.

Section 28. Drones. Recreational drones (also known as remotely piloted aerial vehicles) both with and without cameras, or other imaging / recording devices are prohibited from being flown over private residential property other than the property owned by the

drone owner. Recreational drones may be flown over HOA owned property except for the pool area.

Commercial drones such as used for law enforcement, delivery purposes, inspections, real estate marketing and other approved uses are permitted. Delivery drones are prohibited from landing on HOA owned common property and are only allowed to make deliveries between 8 AM and sunset.

All drones must meet applicable Federal (FAA), State, County and City regulations and guidelines including privacy laws. Drones may be flown at night but must always be within visual line of sight by the operator. Drone operators should follow the national model aircraft safety code published by the Academy of Model Aeronautics (AMA). The HOA is not responsible for any liability or property damage associated with drones. The HOA Board of Directors reserves the right to amend this section unilaterally if resident privacy is deemed not to have been respected.

Section 29. Signage, Banners, Flags and Decorations: Unless otherwise described therein, no signs or banners of any description shall be erected or displayed on any lot with the exception of:

- (1) Conventional real estate "For Sale" and "For Rent" signs.
- (2) Garage sale signs. They may go up no longer than 48 hours before the sale begins and must be taken down within twenty four (24) hours from the end of the sale.
- (3) Special occasion signs & banners. They must be appropriate for such occasions and must be removed within forty eight (48) hours once the special occasion ends. Holiday decorations (including lighting) shall be displayed no longer than twenty (20) days past the date of the holiday.
- (4) Temporary contractor business signs. They must be removed within one week of work completion.
- (5) Political signs: maximum of two (2) per lot. They may go up no more than thirty (30) days prior to election and must be taken down no more than seven (7) days after election.

No more than three (3) flags are permitted. Display of United States (including military) or State flags should meet federal and state flag etiquette rules. Ground mounted flagpoles

require prior ARB review and approval. Signs shall not impede visibility of neighbors leaving their driveways with their vehicles. All signs shall not exceed four (4) square feet in size. No more than three (3) signs shall be displayed on a lot at the same time. No sign or any part thereof shall be placed at a height of more than four (4) feet. Signs are not allowed on streets, right-of-ways or common areas unless approved by the HOA Board of Directors.

Vehicles with excessive commercial signage and advertising must be stored in garages and not in driveways. The determination of excessive will be made by the HOA Board but is not intended to be a sign on a vehicle door or similar minor advertising. An example of excessive signage would be wrapped vehicles.

All items covered under this section must be presented in a tasteful, discreet and unobtrusive manner as determined by the HOA Board of Directors.

Section 30. **Landscaping and Grounds Maintenance:** Homeowners (including landlords of rental property) are responsible for maintaining their landscaping and grounds in a neat, clean and sanitary condition. Lawn grass should be cut regularly. Grass or weed height in excess of six inches (6") in multiple places is considered unacceptable. Driveways, sidewalks and curbing should be edged regularly. Creeping grass in those areas in excess of three inches (3") in multiple places is considered unacceptable. Shrubs and other plantings should be pruned regularly. Trees should be trimmed so as to maintain a clearance height above public sidewalks of at least seven (7) Feet. Grass trimmings and leaves should be collected and disposed of properly.

Section 31. **Owner's Maintenance Responsibilities:** Unless specifically identified herein, all dwelling owners shall maintain in good repair the exterior portions of their dwelling and lot visible from the street. This responsibility includes maintaining fences, siding, shutters, doors, windows, flagpoles, light fixtures, tents, canopies, awnings, outbuildings, greenhouses, storage sheds, children's playground equipment, playsets, swing sets, trampolines, window boxes, disability ramps, window screens, inside window blinds visible from the street, porches, balconies, decks, roofs, solar installations, gutters, downspouts and mailboxes (including shared mailbox posts). Periodic pressure washing of mold on exterior portions of the home visible from the street should be done as needed. Silt fences where required must be removed within three (3) months upon completion of construction.



Use of fireworks must be in accordance with City of North Charleston regulations and ordinances. Any debris after using fireworks that are deposited on streets, private property (other than owner) or HOA common areas must be cleaned up within twenty four (24) hours.

Section 32. **Penalties for Noncompliance:** Violators of any section including the failure to seek ARB approval or to abide by ARB requirements will be notified in writing and be given at least fourteen (14) days to correct the violation. During this period, violators will be given the opportunity to appeal the violation if they notify the HOA in writing. If the appeal is denied by the Board of Directors, the violator will be notified in writing and will be subject to a penalty of \$25 per day. Repeat offenders shall be subject to a \$50 per day penalty after notification. Total accumulated penalty per property owner shall not exceed \$1,000 per calendar year except in the case of trailer, recreational vehicle and boat violations in which case there is no maximum penalty per year.

Failure to pay the penalty assessed will result in legal action by the HOA against the responsible property owner. Legal action may include property lien and/or court action. Violators will be responsible for any reasonable legal fees or court costs incurred by the HOA in enforcing the restrictions. In addition, until the penalty is paid, all residents of the violator's household will be barred from using the community pool or amenity center.

Failure of the association to enforce any covenant or restriction contained herein shall in no event be deemed as a waiver to do so thereafter. Failure of the association to enforce any covenant or restriction contained in this section does not allow a property owner to deem compliance with any section contained herein to be null and void.

#### ARTICLE VII

TOWNHOUSE SITE: This section has been deleted.

#### ARTICLE VIII

#### ARCHITECTURAL REVIEW BOARD

(In this Article VIII the term Declarant shall have the same meaning as in Article I, Section 8.) Until such time as Declarant has conveyed the last Lot developed from the Properties, or any Lot which may be hereafter annexed, Declarant shall designate an Architectural Review Board (the "ARB") consisting of three (3) persons which Declarant may

from time to time change. Upon the last Lot being conveyed by Declarant, or at such earlier time as Declarant may elect, the Board of Directors of the Association shall elect an ARB consisting of from three (3) to five (5) persons who may also serve as officers or directors of the Association. All new construction of any improvement, including without limitation residences or fences, shall require the written approval of the ARB. Any subsequent addition to, or change of, or alteration of existing construction, shall in like manner, require approval of the ARB, provided, however, that repainting or repairs of what has been previously approved shall not require any subsequent approval. The ARB is authorized to review and determine in its sole discretion, the nature, kind, shape, height, materials, location or design or color of any improvement located upon the Properties to ensure harmony of external design and location in relation to surrounding structures and topography. The Board of Directors may establish separate Architectural Review Boards for various section or Subdivisions developed from the Property. The ARB may establish separate architectural standards for various sections or Properties developed on the Properties. The ARB is authorized to charge a processing fee established from time to time for each application submitted for approval.

In the event the ARB fails to approve or disapprove such design and location and notify the applicant within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specification, neither the ARB, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specification. Neither Declarant, the Association, the ARB, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or Disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or owner will not bring any action or suit against Declarant, the Association, the ARB, the Board, or the officers, directors, members, employees, and

agents of any board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

## ARTICLE IX

### WETLANDS PERMIT

Section 1. Wetland Permits. Notice is hereby given that the property is subject to those certain Declaration of Restrictive Covenants dated February 13, 2001 and recorded February 21, 2001 in Book 2612, Page 294, Dorchester County RMC Office and each owner of a Lot hereunder covenants to abide by said Covenants.

## ARTICLE X

### DECLARANT CONTROL

Anything herein to the contrary notwithstanding, in no case shall the Declarant, as the developer of the Properties, control the Association or the ARB beyond Control Period of the Declarant.