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Declaration of Covenants

Fee:\$36.00 County Tax:\$0.00

State Tax:\$0.00



2006041248 John G. Norris

Richland County ROD

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

Richland County ROD

Richard W. Roeder

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

All those lands designated as Common Area, Lake Access and Car Parking Lot (hereinafter collectively "Common Area") as shown on the plat entitled Final Plat of (Phase I) and Future Development Cedar Cove, prepared by Johnson, Knowles, Burgin & Bouknight, Inc., David S. Sharpe, R.L.S. No. 10509, dated August 19, 1987, last revised October 26, 1987, which appears of record in the Office of the Register of Mosne Conveyance for Richland County, South Carolina, in Plat Book \_\_51\_\_, at page \_\_9156\_\_ (the "Plat").

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

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

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

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

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

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

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

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

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

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

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

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

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

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESMENTS

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

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

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

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

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that and such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. In the event that any special assessment exceeds \$100.00 in a calendar year, such assessment shall require the assent of 75% of the votes of members who are voting at the duly called meeting.

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

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

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

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

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

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