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STATE OF SOUTH CAROLINA)
) PROTECTIVE COVENANTS OF CEDAR
) MEADOWS EQUESTRIAN SUBDIVISION
COUNTY OF AIKEN) PHASE II

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this
29 day of June, 2004 by J. Wayne Ralford, hereinafter referred to as
"Developer" and Cedar Meadows Property Owners Association, hereinafter referred to
as "the Association".

WITNESSETH:

THAT whereas, the Developer is the owner of the following described
property:

All those certain pieces, parcels or lots of land, together with all
improvements thereon, situate, lying and being in the County of Aiken,
State of South Carolina, and being known and designated as Lots 1 through
20, inclusive of Cedar meadows Equestrian Tracts, Phase II as shown upon
a plat of survey of said subdivision prepared by Webb Land Surveying,
R.L.S., dated April 30, 2004, and recorded in Plat Book 48, page
55-2, inclusive, records of Aiken County, South Carolina, and such
common areas and green spaces as shown and delineated upon aforesaid
plat; said plat is incorporated herein by reference thereto, and made a
part and parcel hereof, and should be referred to for a more complete and
accurate description as to the location, metes, bounds and courses of said
parcel.

WHEREAS, the Developer desires to develop on said property a residential,
equestrian community to be known as Cedar Meadows Equestrian Subdivision, Phase II,
and hereinafter referred to as "Cedar Meadows, Phase II", and has deemed it desirable
for the preservation of the value of said property to have an organization which shall be
delegated and assigned, as hereinafter set forth, the power of maintaining and
administering and enforcing the terms and conditions hereinafter set forth in this
agreement, and also to perform any other functions that may be desirable to improve
the enjoyment of living in Cedar Meadows, Phase II; and

WHEREAS, the Developer has caused the Association to be incorporated
under the laws of the State of South Carolina for the purpose of exercising the powers
and functions aforesaid; and

WHEREAS, it is to the interest, benefit and advantage of the Developer and the Association and to each and every person who shall hereinafter purchase a lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same and certain easements, reservations, and servitudes be improved upon said property, and the same be established, set forth and declared to be covenants running with the land; and

NOW, THEREFORE, for and in consideration of the premises, and the benefits to be derived by the Developer and the Association, and each and every subsequent owner of any of the lots of said subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter:

ARTICLE I
RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Size of Structures

All of the above described lots shall be used for residential purposes only for the erection of one detached single-family. The Architectural Control Committee ("ACC"), as hereinafter described, recognizing that the quantity of square footage does not alone necessarily determine the design and construction quality or monetary value of residential structure, shall not be bound by a minimum square footage requirement for a residence. It is the intention, rather, of the parties hereto that the sole criteria governing the nature of such improvements to be constructed in Cedar Meadows, Phase II shall be those of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings, as determined by the ACC in its sole opinion.

2. Altering Lot Boundaries

No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to The County of Aiken, except with the written consent of the Developer. However, the Developer hereby expressly reserves unto himself and his successor, assigns and heirs, as the case may be, the right to re-plat and change the boundary lines or subdivide any lot or lots owned by him in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site

including but not limited to, the relocation of easements, walkways, rights of way, private roads, and other amenities to conform to the new boundaries of said re-platted lots; provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten percent (10%) smaller than the smallest lot shown on the first recorded plat showing the lot to be altered. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.

3. Location of Building on Lot

It is the intention of the Developer that the Architectural Control Committee allow the construction of structures to be erected on any lot in Cedar Meadows, Phase II in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Cedar Meadows, Phase II. However, no building of any kind or character shall be erected on a lot within thirty (30) feet of any road within the subdivision or within fifteen (15) feet of any side property line of a lot. Swimming pools, other recreational amenities, and auxiliary buildings not to be used as sleeping quarters may be constructed within ten (10) feet of a rear lot line with the prior written approval of the ACC. If any lot is re-subdivided or enlarged pursuant to the provisions of Paragraph 3 of Article I hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the lot as altered or re-subdivided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

4. Main Dwelling Built First

No building or structure shall be constructed prior to construction of the main dwelling on the lot unless approved by seller. The provisions of this Declaration shall not prohibit the Developer from using a house or other dwelling unit constructed on lots as models.

5. Zoning Restrictions

Zoning ordinances, restrictions and regulations of the County of Aiken and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions or regulations, the more restrictive

provision shall apply.

6. Wetlands

Some portions of some lots in Cedar Meadows, Phase II are or may be considered wetlands, as that term is defined under applicable local, state or federal law or regulation. No owner of any lot in Cedar Meadows, Phase II shall construct any improvements or take other action within such wetlands which would be prohibited under such laws or regulations.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

1. Submission of Plans, etc.

An Architectural Control Committee, hereinafter called the "ACC", has been duly set up and appointed by the Developer, to exercise such jurisdiction and functions with respect to all lots in Cedar Meadows, Phase II or as may be delegated to it under the charter and by-laws of the Association and such as may now or hereafter by amendment be additionally bestowed upon it by terms of this agreement. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. No construction, landscaping, or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main building. Building plans and specifications submitted to the ACC shall consist of not less than the following: Foundation plans, section details, floor plans of all floors, elevation

drawings of all exterior walls, roof plans, material specifications and site plans showing locations and orientation of buildings on the lot, with all setbacks indicated, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall show driveways, service courts or areas, parking or any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or building contractor.

2. Preservation of Trees and Vegetation

Since living trees, shrubs and other vegetation contribute to the aesthetic value of the lots in Cedar Meadows, Phase II, no tree more than six (6) inches in diameter at its base may be removed from a lot at any time without the prior written approval of the ACC. In order to obtain approval for the clearing of a building site, the owner must stake on the lot the proposed location of the planned improvements and mark all trees to be removed for inspection by the ACC. The preliminary state-out must be updated to reflect any proposed changes in the location of improvements, driveways or any additional trees to be removed.

With prior written approval of the ACC, the existing trees and vegetation may be trimmed a minimum amount to allow views from the home. Clear cutting for a view is not allowed. The subtle beauty of a view through the trees is encouraged. All existing tree lines along creeks and streams and any wetlands must be maintained for a distance of forty (40) feet. All trees and vegetation to be trimmed must be clearly marked in order to obtain approval from the ACC.

3. Garages and Carports

Garages and carports may open to the front of the residence only when lot size or topography requires it. Garages and carports must open to the side when feasible. When garages are constructed which open to the front, an automatic garage door opener shall be installed and the garage doors be kept down or closed whenever possible.

4. Completion of Construction Within One Year

The exterior of all buildings or other structures must be completed within One (1) year after the construction of the same shall have been

commended, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamity.

5. Roofs

Roofs on improvements shall be constructed of high quality architectural or laminated shingles. No three tab shingles shall be approved.

6. Fences and Hedges

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot or area if the location of such structure obstructs any equestrian easement or the vision of the motorists on any adjacent street or lane and creates a traffic hazard or interferes with the intended use of the equestrian easements. No fences, hedges, walls or other similar structures, natural or artificial, shall be permitted within twenty feet (20') of the right-of-way of any road or street within or bordering the subdivision. No fence, wall, hedge or similar structure on any lot shall be constructed or maintained which is either more than seven (7) feet in height or higher than that allowed by ordinance currently enforced by the County of Aiken, whichever is less. All fences fronting on or visible from any roadway shall be of a uniform 3 board wooden design painted a flat black. The use of a fence made solely of woven wire, barbed wire, hog wire, chain link or plastic is strictly prohibited except for a small dog pen or run, which, if approved by the ACC, such fence must be screened with suitable plantings and painted dark green or black.

7. Membership in the Architectural Control Committee

Membership in the ACC shall be solely by appointment of the Developer until all of the lots which are now or may hereafter be made subject to these Declarations shall have been improved by the construction of a residential building unless said Developer shall in his sole discretion earlier assign his rights of appointment to the Association. Thereafter, right of membership appointment shall be assigned by the Developer to the Association.

The initial Architectural Control Committee is composed of three (3) members, namely, J. Wayne Raiford, Tanya Cooper and Linda Raiford. A

majority of the committee may designate a representative to act on behalf of the ACC.

ARTICLE III
LAND USE RESTRICTIONS

1. Animals

Horses, stable pets and household pets shall be permitted within the subdivision but limited to reasonable numbers according to lot size. Commercial equestrian activities, such as boarding, breeding, training and sales are prohibited. Commercial kennels for boarding, breeding, training and sales of canines are prohibited. No ovine, bovine, pigs, chickens, fowl or bait farms shall be allowed or permitted on any a lot or tract. Stables and pastures shall be maintained in a sanitary manner. Stable pets may include a limited number of the above, but in no case to become a nuisance to neighbors.

No vicious or dangerous dogs or canines may be kept on any lot or tract. All dogs and other animals must be fenced or otherwise contained on their owner's property. The term "vicious" shall be determined by the ACC, other than stated herein.

2. Vegetable Gardens

No vegetable garden may be planted on any lot without the prior written permission of the ACC. Plans for such vegetable garden areas delineating the design, size, appearance and location must be approved by the ACC prior to planting. Vegetable garden areas of individual homes must be carefully planted to be screened from view from streets and adjacent portions of the subject land.

3. Screened Areas for Unsightly Items

No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects may be maintained, except in service areas which conceal them from view from streets and adjacent portions of the subject land. Plans for such service areas delineating the design, size, appearance and location must be approved by the ACC prior to their construction. Service areas of individual homes must be carefully planned to screen from

view garbage can enclosures; dog pens, utility hookups and mechanical equipment.

Television, radio and CB antennas are not permitted in Cedar Meadows, Phase II. Satellite television reception dishes must be located in the service area and totally screened from the road and adjacent properties. The installation and location of any satellite reception dishes must be approved by the ACC prior to their erection.

4. No Dumping or Rubbish

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such shall be kept in sanitary containers screened from view, as provided in Paragraph 3 of this Article III. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his/her lot which tend substantially to detract from the beauty of the subject land as a whole or his/her lot in particular. No outside burning of trash, garbage or other refuse shall be permitted on any lot.

5. Trucks, Trailers, Mobile Homes

No parking of trucks, trailers, or mobile homes shall be permitted on the streets, lots or other portions of Cedar Meadows, Phase II except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the subject property. Horse trailers, campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats and boat trailers not over twenty-five (25) feet in length may be kept on a lot so long as said vehicles are not displayed in an unsightly manner or spoil the aesthetic beauty of the subdivision and are stored or parked in the rear yard so that they are not visible from any street.

6. Hobbies

The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of vehicles and other mechanical devices which might lead to disordered, unsightly or unkept conditions, shall not be pursued or undertaken on any lot. No permanent type of sports equipment such as basketball hoops shall be located on any lot where such equipment would be visible from any street without the

prior written approval of the ACC. As Cedar Meadows, Phase II is an equestrian area, horses and equipment related to equestrian activities are permitted.

7. Driveways and Walks

No breaks shall be made in any curb or gutter on or adjacent to the right of way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material, such as asphalt or exposed aggregate which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

8. Noxious or Offensive Activity

No noxious or obnoxious activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Cedar Meadows, Phase II residents. There shall not be maintained on any lot any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of Cedar Meadows, Phase II.

9. Signs and Mailboxes

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of Cedar Meadows, Phase II by anyone including, but not limited to, an owner or realtor, a contractor or subcontractor, except with the written permission of the ACC or except as may be required by legal proceedings. If such permission is granted, the ACC reserves the right to restrict design, color and content of such sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structure is permissible and only one (1) "For Sale" realtor sign may be erected without the permission of the ACC. The mailbox and its stand as well as any property identification signs for each lot may not be erected until they have been approved in writing by the ACC.

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10. No Interference with Streams

No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC.

11. Use of Ponds and Streams

No owner, whether or not his property is bounded by the waters of a lake, pond, river, stream or creek, shall by virtue of his ownership of any lot, acquire any right, title or interest in and to the lakes, ponds, river, streams or creek within Cedar Meadows, Phase II or the beds, waters or surfaces thereof.

ARTICLE IV
RESERVATIONS OF EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the rear ten (10) feet of each lot and over five (5) feet from each side lot line, and overall areas designated as easements upon the aforesaid plat of Cedar Meadows, Phase II; provided, that in the event of re-subdivision of any of the said lots under the provisions of Paragraph 3 of Article I hereof, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the side lot line of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event the easement originally reserved shall apply. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved.

There is hereby established equestrian/pedestrian easements for the use and enjoyment of all lot owners in the subdivision. Such easements shall be twenty (20) feet in width and shall be parallel with and contiguous to each exterior boundary of Lots 1 through 8 and Lots 14 through 20 of the subdivision with several interior trails as shown and designated on subdivision plat. The owners of lots over which the equestrian easement is located shall erect no improvements and allow no obstructions within the easement area. Lot owners shall have the right to clear vegetation and obstructions from the equestrian/pedestrian easement in order to provide convenient access for riding and walking. ✓

ARTICLE V
MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

1. Membership

All owners of a single-family residential building lot or lots in Cedar Meadows, Phase II, thereby become members of the Association for so long as such ownership continues. Provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot to another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such lot.

The Developer shall be a member of the Association so long as he is an owner of one or more residential lots as shown on the aforesaid plat, or of any additional property made subject to these Declarations under Article IX hereof.

Any owner of a lot or lots in Cedar Meadows Subdivision as shown on a plat thereof prepared by Birkie Ayer, RLS, dated November 1998, and recorded in Plat Book 38, pages 311-313, records of Aiken County, South Carolina, may elect to join the Association upon the terms and conditions set forth herein and shall be entitled to use the common areas and equestrian/pedestrian easements established in Cedar Meadows Equestrian Tracts, Phase II; provided, however, that they are a member in good standing with the Association. The election by any owner of a lot or lots within Cedar Meadows Subdivision, shall be irrevocable, and shall subject the owner making such election to the bylaws, rules and regulations as established by the Association, and shall be binding upon said owner, his/her/its/their heirs, successors, assigns and/or personal representatives.

Members of the Association shall consist of two classes: Class A members

and Class B members, who respectively shall have the rights, voting privileges and duties as set forth in the corporate charter or bylaws of the Association and as hereinafter set forth, to-wit:

- A. Class A members for the owners of the Lots in Cedar Meadows, Phase II shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by him in Cedar Meadows Phase II, or in additional real estate made subject to these Declarations pursuant to Article IX hereof.
- B. Class B members shall consist of all other owners of residential lots in Cedar Meadows, Phase II, other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed eighty-five (85%) per cent of the residential lots as shown on the aforementioned plat, at which time Class B Members shall automatically become Class A members. In the event that a Class B member shall own more than one contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of these Declarations, provided said residence is partially physically located on each such contiguous lot. A corporation owning one or more lots in Cedar Meadows Phase II shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.

2. Duties of the Association

It shall be the duty of the Association to impose and collect such dues, assessments, and other charges as it may deem necessary in accordance with Article VI hereof, and to landscape and maintain the beautification of all entrances to and medians and street islands of Cedar Meadows Phase II as well as the common areas, easements and green spaces shown on the plat thereof. In addition, the Association shall also repair and maintain all entrance walls of said Subdivision located in the easement areas and rights

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of way thereof. The Association shall also maintain the covered bridge and grounds associated with the amenities in Cedar Meadows Phase II. The Association shall also maintain whatever security is required by the Association. The Association may, in its discretion, have the additional duty of requiring all lot owners to maintain their property in accordance with the standards set forth herein. ✓

ARTICLE VI
COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment

Each member of the Association, as defined in Article V of these Declarations, obligates himself, herself, or itself, and by the ownership of a residential lot in Cedar Meadows Phase II shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Directors from time to time hereinafter provided. In no event shall ownership by the Developer of any residential lot in Cedar Meadows Phase II including any additional area or areas added in the future, pursuant to Article IX herein, be construed as imposing upon the Developer the duty or obligation of paying any dues, assessments, or other charges to the Association for such lots or areas.

Each residential building lot on the aforementioned plat of Cedar Meadows Phase II shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due.

2. Amount of the Assessment

Such annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Directors of the Association; provided, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Such annual assessment is presently fixed at One Hundred and no/100 (\$100.00) Dollars per lot, subject to be changes by majority vote at the annual meeting of the Association. Also, special assessments may be imposed by majority vote at annual meeting or special meeting of the Association called in accordance with its bylaws.

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Each such annual assessment shall be due and payable in advance on January first of each year, beginning January 2005. The One Hundred and no/100 (\$100.00) Dollar annual assessment shall be prorated for the calendar year at the closing of any lot or property. Special assessments imposed in accordance with these Declarations and the bylaws of the Association shall be due and payable at such time as the Association designates.

3. Use of the Assessment

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes.

- A. Maintenance of entrance sites, entrance ways, medians, common areas drainage retention basins and green spaces of Cedar Meadows Phase II;
- B. Maintenance of the covered bridge, riding trails and equestrian/pedestrian easements and common recreation areas associated with the subdivision; ✓
- C. Maintenance of street lights and associated utilities, including charges for electric service;
- D. For such purposes as set forth in the corporate charter or bylaws of the Association as they now exist or as the same may be hereafter amended;
- E. For such other lawful purposes as the Board of Directors of the Association shall determine.

4. Dedication of Common Areas, Green Space, etc.

The Developer shall convey title to the common areas and green spaces of Cedar Meadows Phase II to the Association at such time as it, in its sole discretion, deems proper but not later than such time as eighty-five (85%) per cent of the residential building lots located in Cedar Meadows Phase II shall have been conveyed or made subject to a contract of sale from the Developer.

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ARTICLE VII
REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

In the event of a violation or breach of any of the declarations and restrictions contained herein by any owner, or agent of such owner, the owners of the lots in Cedar Meadows Phase II or the Association or the ACC or any of them jointly or severally shall have the right to proceed at law or in equity to compel the compliance to the terms hereof or to prevent the violation or breach of the covenants herein contained or recover damages for such violation. In addition to the foregoing, the Developer or the Association or the ACC have the right, whenever there shall have been built on any lot in the Subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after 30 days written notice of such violation, it shall not have been corrected by the lot owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Provided, however, that no violation of any covenant or restriction shall constitute a forfeiture or reversion of title hereunder.

In the event the Developer, the Association, the ACC or the owners of any lot or lots in Cedar Meadows Phase II shall bring an action at law or in equity as provided hereinabove, the prevailing party in any such action shall be entitled to recover attorneys' fees and cost of such action in an amount to be determined by the court of competent jurisdiction hearing same.

ARTICLE VIII
COMMON EASEMENTS

Each and every owner of a lot or lots in Cedar Meadows Phase II is hereby granted a non-exclusive easement for the use of the streets and ways in Cedar Meadows Phase II for purposes of ingress and egress, for themselves and their invitees, as the same are shown on the aforementioned plat of said subdivision, such easement to remain effective only until such time as such streets and ways are dedicated by the Developer to the County of Aiken, at which time such easement shall expire without further action.

ARTICLE IX
ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

1. Subject to any limitation contained in the corporate charter of the

Association, additional contiguous real estate which the Developer may decide to add to the scheme of the development herein set forth, may be subjected to and placed within the jurisdiction of the Association upon the written designation of the Developer, at the sole option of the Developer, extending the terms of these Declarations to such other property, and the same shall be effective upon the filing of same for record in the Office of the Registrar of Mesne Conveyance, County of Aiken, State of South Carolina. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of Cedar Meadows Phase II.

2. Right to Extend Streets, etc.

The Developer reserves for himself, his successor, assigns and heirs, as the case may be, the right to extend the streets, utilities, storm drainage systems, and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth, and further reserves the right to cause water, whether surface or otherwise, and whether concentrated and collected or not, to flow into the easements as shown on the aforementioned plat from said additional real estate.

3. Extension of Equestrian Easement

Upon the addition of contiguous real estate to the development as herein provided, the twenty (20) foot equestrian easement shall be extended along the perimeter of such additional property. Subsequent to the establishment of the extended equestrian easement, the twenty (20) foot equestrian easement along the present boundary of Cedar Meadows Equestrian Tracts Phase II as shown on the aforesaid plat adjoining such additional and contiguous real estate added to the scheme of the overall development shall be abandoned and the extended equestrian easement over such additional and contiguous real estate substituted therefor. The abandonment of the equestrian easement shall in no way affect the existing drainage and utility easements.

ARTICLE X

SEVERABILITY CLAUSE

The invalidation of any one or more paragraphs or portions of these Declarations and agreements by judgment or decree of court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in force and effect.

ARTICLE XI
EFFECTIVE PERIOD

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesne Conveyance, Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Developer, until January 1, 2005, and shall be continued automatically and without further notice from that time for a period of fifteen (15) years thereafter for successive periods of fifteen (15) years each without limitation, unless within six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than 50% of the lots then subject to these Declarations shall be placed on record in the Office of the Registrar of Mesne Conveyance, County of Aiken, State of South Carolina, in which agreement any of the aforementioned covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

So long as the Developer shall hold title to any portion of the hereinabove described property, or to any additional real estate added to the scheme of the development herein set forth in accordance with Article IX of these declaration, the Developer as well as his successors, assigns, or heirs, as the case may be, shall have, and are hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these Declarations and to waive, repeal or vary these Declarations in any one or more respects whenever in the sole and controlled opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of Cedar Meadows Phase II as a residential area.

IN WITNESS WHEREOF, the Developer and the Association have respectively

caused these presents to be executed by their fully authorized officers or hereunder set their hands and seals, as the case may be, the day and year first above written as the date of these presents.

Joseph D. Eigh

Signed, Sealed and Delivered
in the Presence of:

James L. Cooper
BY COMMISSIONER EXPIRES OCT. 15, 2013

J. Wayne Ralford
J. Wayne Ralford

Joseph D. Eigh
James L. Cooper

Cedar Meadows Property Owners
Association

By: *J. Wayne Ralford*
J. Wayne Ralford, Its President

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he saw the within-named J. Wayne Raiford, sign, seal and as his Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 29
day of June, 2004.

George N. Edge
Tanya L. Cooper

Tanya L. Cooper
Notary Public for South Carolina
My Commission Expires: MY COMMISSION EXPIRES OCT 15, 2011

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Personally appeared before me, the undersigned witness and made oath that (s)he saw the within-named Cedar Meadows Property Owners Association, by J. Wayne Raiford, Its President, sign, seal and as its Act and Deed, deliver the within-written instrument; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 29
day of June, 2004.

George N. Edge
Tanya L. Cooper

Tanya L. Cooper
Notary Public for South Carolina
My Commission Expires:

J. Wayne Raiford
528 Edgelyield Rd.
Ste B
Belvedere SC 29841

6-29-04 c. 16201b
RECORDED
Michael V. Rimmer
S.M.C. AIKEN COUNTY