

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
CEDARBROOKE SUBDIVISION
GREENWOOD, SOUTH CAROLINA

26 Nov. 1997
449 168
8:30 a.m.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

cut off 098-00-06-001

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 25 day of NOVEMBER, 1997, by Venture Development, Inc. (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer is the owner of all those tracts, parcels, and lots of land situate, lying, and being in the County of Greenwood, South Carolina, and being more particularly shown upon a map or plat entitled CEDARBROOKE prepared by Carolina Engineering Service, Inc., dated November 17, 1997, recorded in the office of the Clerk of Court, Greenwood County, South Carolina, in Plat Book 104 at Page 126 (hereinafter referred to as the "Property"); and

WHEREAS, the Developer intends that the property shall be developed for single-family residential purposes; and

WHEREAS, the Developer now desires to declare and publish protective covenants regulating and limiting the use of the property for the mutual benefit and advantage of the Developer and its successors in title to all or a portion of the property;

NOW, THEREFORE, the Developer, for itself, its successors and assigns, does hereby subject the property to this Declaration of Protective Covenants, the property to be hereafter held, transferred, sold, conveyed, used, leased, occupied, and mortgaged or otherwise encumbered subject to all of the terms, provisions, charges, liens, covenants, restrictions, and easements set forth herein, which terms, provisions, charges, liens, covenants, restrictions, and easements are declared to be for the benefit of said property and each and every owner of any and all portions hereof, and shall be covenants running with the property.

ARTICLE I

DEFINITIONS

A. "Architectural Control Committee" or "Committee" shall mean and refer to that committee appointed by the Developer

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and having the responsibilities described in Article III hereof.

B. "Building" shall mean and refer to any family dwelling, garage, carport, or any other structure, including, but not limited to, playhouses, fences, walls, decks, swimming pools, and alterations, additions, and appurtenances to all of the foregoing, constructed, erected, or placed on any part of the property.

C. "Lot" shall mean and refer to each individual plot of land shown on the plat and supplements and additions thereto and intended for development and sale as an individual parcel. Should a building occupy more than one such plot, the sum of those occupied shall constitute a lot, subject to all of the covenants and restrictions as herein set forth.

D. "Plat" shall mean and refer to that subdivision plat of survey, entitled CEDARRROOKE prepared by Carolina Engineering Service, Inc., dated November 17, 1997, recorded in the office of the Clerk of Court for Greenwood County, South Carolina, in Plat Book _____ at Page _____ and shall also mean and refer to any subsequent subdivision plat of survey depicting any portion of the property which is recorded by the Developer in the plat book records of Greenwood County, South Carolina, and which recites that it is being recorded for the purpose of subjecting that portion of the property and the lots shown thereon to this Declaration of Protective Covenants.

E. "Enclosed dwelling area" shall mean the total heated enclosed area within a dwelling; provided, however, that such term does not include garages, accessory buildings, terraces, decks, open porches, screen porches, and similar areas.

F. "Owner" shall mean and refer to the owner as shown by the real estate records in the office of the Clerk of Court for Greenwood County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entity or entities, of fee simple title to any lot, but the term "Owner" shall not mean or refer to any mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure and has held such title for a period of one year, and the term "Owner" shall not mean or refer to any lessee or tenant of any owner.

G. "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the owners, specifically the entrance and road shoulders.

H. "By-laws" shall mean the by-laws of the association as such by-laws may be amended from time to time.

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I. "Association" shall mean and refer to CedarBrooke Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

ARTICLE II

RESIDENTIAL USE

No lot shall be used except for single-family, detached residential purposes.

ARTICLE II (B)

THE ASSOCIATION

Section 1. The association is a non-profit, South Carolina corporation charged with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws, and the within Declaration of Covenants. Neither the articles nor the by-laws shall for any reason be amended or otherwise changed or interpreted as to be inconsistent with the Declaration. In the event of any such inconsistency, the provisions of the Declaration shall prevail.

The officers and directors of the association shall be required to be either (a) members of the association or (b) officers, directors, agents, representatives, or employees of declarant (developer). The Board of Directors of the Association and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Declaration, the articles, and by-laws as the same may be amended from time to time.

Section 2. Membership. (a) Qualifications. Each owner, including declarant/developer shall be a member of the Association and shall be entitled to one membership for each lot owned. Ownership of the lot shall be the sole qualification for membership in the Association.

(b) Transfer of Membership. The Association membership of each lot owner (including declarant) shall be appurtenant to the lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to said lot and then only to the transferee of title to such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

Section 3. Voting. The Association shall have one class of voting membership which shall consist of the lot owner and they shall be allowed 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 one lot.

ARTICLE II (C)

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligations of assessments. The declarant for each lot owned within the properties hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed as 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 as hereafter 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 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 assessments fell due. Declarant shall not be liable for any such assessments; however, it is understood that Declarant maintains the right to cast one vote for each lot owned by Declarant respecting any voting matter.

Section 2. Purpose of assessments. The purpose of assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the subdivision and for the improvement and maintenance of the common area, or for the use and enjoyment of the common area, including, but not limited to, the cost of repairs, replacements, additions, the cost of labor, equipment, materials, management, and supervision, the payment of taxes assessed against the common area, and the procurement and maintenance of insurance. In accordance with the by-laws, the employment of attorneys to represent the Association when necessary and such other needs as may arise in the discretion of the Board of Directors of said Association.

Section 3. Annual assessment. For the year 1998, the annual assessment shall be the sum of \$144.00 per lot. From and after January 1, 2000, the annual assessment may be increased by the Board of Directors of the Homeowners Association.

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 relating thereto, provided that any such assessment shall have the assent of two-thirds of the votes of members who are voting and personal proxy at a meeting duly called for this purpose.

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 Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of the 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 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 and may be collected on a yearly basis.

Section 7. Day of commencement of annual assessments: Due dates. The annual assessments provided for herein shall commence as to all lots on January 1, 1998. 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 30 days in advance of each annual assessment. 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.

Section 8. Effect of non-payment of assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 15% per annum. The Association may bring an action at law against the owner personally obligated to pay the same and shall have the absolute right to file his pendens in the office of the Clerk of Court for Greenwood County against the lot and its owner and shall have the further right to close 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.

Section 9. Subordination of the lien to mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. No sale or transfer shall affect the assessment lien, nor relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE II (D)

COMMON AREA, ASSOCIATION, AND EASEMENTS

Section 1. Common Area. The common area shall be owned by the Association in fee simple for the use, enjoyment, and convenience of all owners. Each lot is hereby declared to have, subject to the provisions of the Declaration, a non-exclusive easement over all of the common area, for the benefit of such lot, and each of them and for their respective families, guests, invitees, tenants, and contract purchasers for recreational purposes and uses without limiting the generality of the foregoing for ingress and egress over and through the common area. In furtherance of the establishment of this easement, the individual deeds and mortgages to each lot may, but shall not be required to, set forth the foregoing easement.

Developers agree to maintain same until 50% of the lots have been sold, at which time the homeowners association will be responsible for maintenance.

Section 2. Association functions. There is hereby reserved unto declarant/developer and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Declaration, or in the by-laws, the articles, the Association rules, and the architectural committee rules.

Section 3. Covenants running with the land. Each of the easements provided for in the Declaration shall be deemed to be established upon the recordation of the Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the lots or the common area as the case may be, superior to all other encumbrances applied against or in favor of Declaration. The lots and common areas shall likewise be subject to the covenants and restrictions as to use set forth elsewhere in this Declaration.

Section 4. Subject to prior utility easement. Notwithstanding anything herein expressly or impliedly to the contrary, the Declaration shall be subject to all easements heretofore or hereafter granted or reserved by declarant/developer or its predecessors in title for the installation and maintenance of utilities, sewers, drainage, or similar facilities that are necessary or appropriate for the development of the properties or

the public in general, including, but not limited to, such easements as may be noted on the subdivision plat.

Section 5. If all or any part of the common area is destroyed by fire or other casualty, then neither the board, the Association, nor any agent or employee thereof, shall be required or permitted to take any action to repair or rebuild the damaged portions or to cause the damaged portions to be repaired or rebuilt without the written consent of at least 51% of the members as to the manner of repair or reconstruction and the payment therefor.

Section 6. Notwithstanding anything contained in this Declaration to the contrary, if the cost of repairing or rebuilding the portion of the common area so damaged or destroyed does not exceed the amount of insurance proceeds available to the Association, the Board shall be authorized and required, without the consent or approval of the members, to contract to repair or rebuild the damaged portions of the common areas substantially in accordance with the original plans and specifications therefor.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Guidelines. (a) It is the intent of the developer that each building be individually designed to be in harmony with its surroundings and aesthetically pleasing to all public views. Considerations shall include quality of building and landscape design; compatibility of texture, color, massing, and scale with other buildings in the vicinity; respect for and appropriate relationships with the natural features of the lot; a thoughtful planning of external functions. It is the developer's intent to stress the necessity of building compatibility with its environment in style, site location, texture, and color.

(b) The minimum allowable square footage is as follows:

(1) Any single family, single level detached dwelling shall be 1800 square feet of heated and cooled living area.

(2) Two story or split level dwellings shall be 2000 square feet of heated and cooled living area.

(3) Any variations or variances from the above must be approved by the Architectural Control Committee.

(c) The exterior of all buildings, and including all site work and a reasonably sufficient amount of landscaping, must be completed within one year after beginning construction of the building unless such requirement shall result in great hardship to the owner or building due to strikes, fires, national emergencies,

or natural calamities.

(d) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the specific lot or the neighborhood as a whole.

(e) Each lot owner shall provide receptacles for trash and garbage not generally visible from any street. In addition, service yards shall be approved by the Architectural Control Committee. Plans delineating the size, design, texture, appearance, and location of any fences and screening devices or medium must be approved by the Committee prior to construction.

(f) All utilities and services shall be placed underground from the property line or easement to any building on a lot. In routing utilities and services from the easement to the property line, no pavement section may be cut or in any way damaged without the prior approval of the developer.

Section 2. Approval by the Architectural Control Committee. No building or any other improvement, including, but not limited to, television and radio antennae, fences, out buildings, driveways, or any other structure, shall be constructed, erected, placed, or altered on any lot unless that construction, erection, placement, or alteration of such shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall decide whether to approve the construction of any building on any lot in accordance with the following procedure:

(a) Before any building may be constructed, erected, placed, or altered on any lot, the owner of said lot shall submit the following information and materials to the Architectural Control Committee: (i) A site plan showing the lot boundaries, all trees which are greater than 12 inches in diameter four feet from the ground, the proposed location of the building on the lot, the finished floor elevation, and all proposed site improvements including utilities, driveways, walkways, drainage features, walls, patios, decks, pools, landscaping, etc.; (ii) exterior elevation drawings of the building, together with a schedule listing the proposed exterior materials and colors; (iii) exterior materials and color samples or complete manufacturer's information for all proposed exterior building materials; (iv) a construction schedule; and (v) any other information that the Architectural Control Committee may reasonably require. One copy of all plans and related data will be retained by the committee for its records.

(b) Within twenty (20) days after the receipt of such information and materials for a lot owner, the Architectural Control Committee shall determine whether the proposed building

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will be of suitable quality of workmanship and materials, and whether the proposed exterior design, location, and elevation of the building will be harmonious with the existing building and topography. After making such determination, the Architectural Control Committee shall do one of the following:

(i) Approve in writing the construction of the building on the said lot, in which event the owner of the lot may commence construction on such lot of a building in accordance with the information and materials furnished to the Architectural Control Committee; provided, however, that the Architectural Control Committee shall have the authority to condition such approval upon the preservation of certain trees located on the said lot, in which case such trees may not be cleared or removed in connection with the construction work to be performed on said lot. In the event the Architectural Control Committee does condition its approval of the construction of any building upon the preservation of certain trees, it shall furnish the owner of the lot with a site plan indicating which trees are required to be so preserved, or it shall physically indicate on the lot which trees are to be so preserved.

(ii) Disapprove in writing the construction of the building on the said lot, stating the cause of such disapproval. In the event the Architectural Control Committee disapproves the proposed construction of any building on any lot, no building may be erected or placed on the said lot without the information and materials described in Paragraph (a), Section 2, Article III above, being resubmitted to the Architectural Control Committee by the owner of said lot, and the Architectural Control Committee approving such construction in accordance with the procedure set forth herein. The Committee may refuse to approve plans, location, or specifications of any building for any reason, including purely aesthetic considerations, which in the sole discretion of the Committee, has a reasonable basis in the restrictions, conditions, and covenants contained herein.

(iii) In the event the Architectural Control Committee shall fail to approve or disapprove in writing the construction work to be performed on any lot for which the owner thereof has submitted all of the information and materials described in Paragraph (a) hereof within the said 20 day period, then the owner of said lot shall thereupon be deemed to be authorized to commence construction of the proposed building on the said lot, provided that all construction work so performed on the lot shall be only in accordance with the information and materials so submitted by him to the Architectural Control Committee. No alterations in the exterior appearance of any building or structure shall be made without like approval of the Committee.

(iv) In order to observe that all construction and

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alteration work performed on any lot is performed in accordance with the information and materials approved for such purpose by the Architectural Control Committee, the Architectural Control Committee, and its agents and representatives, shall be permitted to enter upon each lot, from time to time while any construction or alteration work is in progress on such lot, and inspect the improvements being constructed or altered thereon. In order to effectuate the foregoing, each lot shall be subject to an easement, exercisable by each and every member of the Architectural Control Committee, and the agents and representative of the Architectural Control Committee, to enter and go upon each lot for the purpose of inspecting all improvements being constructed or altered thereon.

(v) The driveway location and composition must be approved by the Architectural Control Committee and must be completed and permanently surfaced no later than six months after completion of the house.

Section 4. Violation of Architectural Controls. In the event that any construction or alteration work is undertaken or performed upon any lot in violation of the terms of the restrictions set forth in this Article III, said construction or alteration work shall be a violation of the said restrictions set forth in this Article III, and the owner of the lot upon which said construction or alteration work is undertaken or performed may be required to restore to its original condition, at his sole expense, the property upon which said construction or alteration work is undertaken or performed. Upon the failure or refusal of any lot owner to perform the restoration work required herein, the Architectural Control Committee, its agents and representatives, may, after fifteen (15) days notice to such owner, enter upon the lot upon which such construction or alteration work is being or has been performed, and perform such restoration work as the Architectural Control Committee, in its sole discretion, may deem necessary or advisable. Entry upon any lot pursuant to this Article shall not be deemed a trespass by the Architectural Control Committee, its agents and representatives. Such lot owner or owners shall be jointly and severally liable to the Architectural Control Committee for all direct and indirect costs as may be incurred by the Architectural Control Committee in the performance of such restoration work.

Section 5. Satellite dishes over 18 inches in diameter are specifically prohibited.

ARTICLE IV

EASEMENTS

The Developer reserves unto itself, its successors and assigns, perpetual, alienable, and releasable easements and rights of way on, over, and under the ground, as shown on the plat, to

construct, erect, install, maintain, and use electric and telephone poles, wires, cables, conduits, pipes, sanitary sewers, water mains, storm drains, and other suitable equipment for the use and conveyance of electricity, cable television, security cable equipment, telephone, gas, water, sewers, and other private or public conveniences or utilities. There also shall be a permanent easement, in favor of each lot, for the purpose of providing connection of that lot with the utility installation, storm drainage and sanitary sewer facilities most convenient thereto. In addition, all lots where natural drainage occurs, or where drainage pipes have been installed, are subject to a drainage easement sufficient to properly maintain drainage. The Developer, in its discretion, and at its expense, may open, enlarge, and maintain all natural drains for surface water whenever and wherever such action may appear to the Developer to be desirable or necessary to enhance or maintain reasonable standards of health, safety, and appearance. No building shall be erected over any area reserved above, nor shall any owner change or alter such reserved areas in any manner that would or could change the drainage plan for the lot or the property.

ARTICLE V

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or which may become a source of annoyance or nuisance to the owner or owners of any other lot or lots.

ARTICLE VI

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, motor home, boat, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently unless approved by the Architectural Control Committee.

ARTICLE VII

SIGNS

No signs of any kind shall be displayed to the public view on any lot except for one "For Sale" sign of not more than seven square feet advertising the lot for sale.

ARTICLE VIII

MAILBOXES

All mailboxes and supports shall be of standard design and size as specified by the Architectural Control Committee. Placement of the mailbox shall be approved by the Committee, and shall meet all requirements of the U. S. Postal Service.

ARTICLE IX

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 pets, up to a maximum of three (3), may be kept provided they are not kept, bred, or maintained for any commercial purpose or prove to be a nuisance which is subject to abatement.

ARTICLE X

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers, which shall be screened from view from the streets. No trash, rubbish, garbage, or other waste shall be incinerated, burned, or otherwise disposed of on any lot. This Article X does not apply to Developer who reserves the right to bury construction debris on a lot in Phase II.

ARTICLE XI

VEHICLES

Only vehicles bearing current license plates shall be parked or stored within public view from the street or from adjoining lots. No trucks larger than pickup trucks, no trailers, no tractors, no commercial vehicles, no buses, and no automobiles bearing advertisements, signs, or placards are to be stored or parked on any lot unless screened from public view from the street or from adjoining lots except when making deliveries. No boats, boat trailers, or recreational vehicles shall be exposed to public view from the street or on adjoining lots unless approved by the Committee. No private vehicle of any sort shall be parked permanently on any street or roadway within the property. Also specifically prohibited are motorbikes, three-wheelers, four-wheelers, or other similarly noisy recreational vehicles.

ARTICLE XII

COMMON AREAS

Each lot owner in any phase of CedarBrooke Subdivision

shall have the right to use common areas as shown on the plat for reasonable recreational purposes. Access to the common areas shall not be across lots owned by other lot owners except as shown on subdivision plats.

ARTICLE XIII

TERM

The covenants and restrictions set forth in this Declaration of Protective Covenants, Conditions, and Restrictions shall run with and bind each lot and the property as a whole, and shall inure to the benefit of, and be enforceable by, the owners of any lots, or any one or more of them, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration of Protective Covenants, Conditions, and Restrictions is filed for record with the Clerk of Court of Greenwood County, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive terms of twenty (20) years; provided, however, this Declaration and any of the restrictions, conditions, and covenants contained herein, may be modified, amended, or revoked at any time either before or after the 20 year period, by an instrument signed by the owners of 75% of the lots and the Architectural Control Committee, if such instrument is recorded with the Clerk of Court for Greenwood County, South Carolina, agreeing to change, amend, or revoke said covenants and restrictions in whole or in part. Each such instrument shall specify which of the covenants and restrictions set forth in this Declaration of Protective Covenants, Conditions, and Restrictions, as then amended, is to be so changed, amended, or revoked. Every purchaser or grantee of any interest in any lot, by acceptance of a deed or other conveyance thereto, thereby agrees that the covenants and restrictions of this Declaration of Protective Covenants shall be applied as provided herein. Provided further, however, that this Declaration may not be amended to the extent of abolishing the Architectural Control Committee.

ARTICLE XIV

ENFORCEMENT

These covenants and restrictions may be enforced by the owner of any lot of any portion of the property, and such enforcement shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages. The failure by any owner of any interest in any lot to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of a right to do so thereafter.

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ARTICLE XV
SEVERABILITY

Whenever possible, each provision of this Declaration of Protective Covenants shall be interpreted and be construed in such manner as to be effective and valid; but if any provision of this Declaration of Protective Covenants, Conditions, and Restrictions, or the application thereof to any person or to any property, shall be, at any time or times, prohibited or held invalid for any reason, such prohibition or invalidity shall not affect the validity or effectiveness of any provision hereof, or the application of any provisions hereof which can be given effect without the invalid provision or application, and for this purpose all of the provisions of this Declaration of Protective Covenants are hereby declared to be severable.

ARTICLE XVI
CAPTIONS AND CATCH LINES

The captions and catchlines used in this instrument are for convenience of reference only and shall not limit or otherwise affect any of the terms of this instrument.

IN WITNESS WHEREOF, Developer has caused this Declaration of Protective Covenants, Conditions, and Restrictions to be executed

by its duly authorized officer, and its corporate seal to be hereunto affixed, the day and year first above written.

IN THE PRESENCE OF:

Ch. S. [Signature]
W. D. [Signature]

VENTURE DEVELOPMENT, INC.

By:

[Signature]
President

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD)

PERSONALLY appeared before me CHARLES S ABNEY
and made oath that (s)he was present and saw the within named
Venture Development, Inc., by SUSAN A. MACIWIEN President,
sign, seal, and as its act and deed deliver the within written
Declaration of Protective Covenants, Conditions, and Restrictions
of CedarBrooke Subdivision and that (s)he with
W.D. Tinsley Jr witnessed the execution thereof.

SWORN to and subscribed
before me this 25 day
of Nov. 1997.

W.D. Tinsley Jr (L.S.)
Notary Public for South Carolina

My Commission Expires: 7-8-2004

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