

ORIGINAL

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR EDISTO LAKE RIDGE

THIS DECLARATION, made on the date hereinafter set forth, by **EDISTO LAKE RIDGE, LLC.**, hereinafter referred to as "Declarant"

WITNESSETH THAT:

WHEREAS, the Declarant is the Owner of certain property in Aiken County, South Carolina, more particularly described as follows:

EXHIBIT A

All that certain, piece, parcel or tract of land, with the improvements thereon, situate, lying and being about two miles northeast of the Town of Wagener, in the County of Aiken, in the State of South Carolina, containing approximately Seven Hundred Ten and No/100 (710) acres, more or less, and being composed of the following property:

All that certain piece, parcel and tract of land, with the improvements thereon, situate, lying and being about two miles northeast of the Town of Wagener, in the County of Aiken, in the State of South Carolina, containing One Thousand, Two Hundred and Ninety-Two and 28/1000 (1,292.028) acres, more or less, as shown on a plat thereof made by S. Perrin Toole, R.L.S., for the Estate of D. K. Gantt, dated November 4, 1955, and revised to show the addition of the Anderson Tract as indicated on said plat, the revised plat being recorded in the Office of the Clerk of Court for Aiken County in Plat Book One (1), at page 211, and being bounded now or formerly as follows: North, northeasterly and northwesterly by lands of Dick's Estate, lands of Mary Rawls, lands formerly of Vernon Bell, below described, by Browns Pond but separated therefrom in part by an old roadway; easterly by lands of Charles W. Pickering and others, lands of Rawls, lands of Cleo Baggott and others, the County road separating these lands in part from the lands of others, and an old ditch being the line in part, separating the same from lands of others; South by S.C. Highway #215, by lands of Virgil C. Brown, by lands of O'Neal Miller; and West and Northwest by lands of W. S. McLane Estate and lands of Callum Estate; the courses, distances, metes and bounds of said property more fully appearing by reference to the aforesaid plat; this being the same property heretofore deeded to Betty H. Grimsley by Ryan H. Kneece by deed dated May 21st, 1964, and recorded May 21st, 1964, in the Office of the Clerk of Court for Aiken County in Deed Book "271", at page 184;

ALSO:.

2006033222
RESTRICTIVE COVENANTS
RECORDING FEES \$36.00
PRESENTED & RECORDED:
10-16-2006 01:20 PM
JUDITH WARNER
REGISTER OF MESSE CONVEYANCE
AIKEN COUNTY, SC
By: JOYCE H ERGLE DEPUTY RMC
BK:RB 4095
PG:110-139

ALL THAT Piece PARCEL OR TRACT OF LAND, situate, lying and being four (4) miles northwest of Wagener, in Aiken County and shown as that certain tract of land containing 20.0 Acres more or less, and being more particularly shown upon a plat prepared by Daniel D. Riddick, RLS on 6 November 1986 and recorded in the Office of the RMC for Aiken County on November 18, 1986 in Plat Book 18 at page 124-2. Said tract having the following metes and bounds; starting on the southernmost corner at an iron, thence going N50deg.00' W for a distance of 988.0 feet to a sunken iron fence post, thence turning and going N46deg.26'E for a distance of 1851.37 feet to an iron, this line passing through an iron fence post sunken near the median. Thence turning and going S20deg.55'W for a distance of 719.77 feet to an iron, thence going S15deg.15'W for a distance of 1280 feet to the point of commencement. This tract is triangular in shape and is bounded on the North by lands now or formerly of L.D. Williams, on the East by lands now or formerly of Sadler, and the Edisto Lake, Inc., on the South by lands of Edisto Lake, Inc.

LESS AND EXCEPTING THE FOLLOWING:

All that certain property as shown on Deed from Edisto Lake, Inc. to Edisto Lake Property Owners Association, Inc. dated December 7, 1987, and recorded December 10, 1987 in Vol 1016 at Page 139. The property is described as follows:

All those certain pieces or parcels of land comprising certain streets, roadways, parkways, and medians situate, lying and being in the State of South Carolina, County of Aiken, near the town of Wagener, on the northwestern side of South Carolina Highway 302 (formerly known as S.C. Highway 215) and being more particularly shown and delineated as the 50 foot wide streets and roadways within Edisto Lake Subdivision as shown on Aiken County tax map sheets 355 and 356, a copy of which is attached hereto as Exhibit A, including the 100 foot wide street right of way connecting S.C. Highway 302 and the road circling Edisto Lake; said property also being shown on a plat of Edisto Lake prepared by William Wingfield for Edisto Lake, Inc. dated May 1, 1972;

ALSO:

All that certain piece, parcel, or tract of land, situate, lying and being in the State of South Carolina, County of Aiken, near the Town of Wagener, on the northwestern side of South Carolina Highway 302 (formerly known as S.C. Highway 215) comprising the 200 acre lake within Edisto Lake Subdivision as shown on Aiken County tax map sheets 355 and 356, a copy of which is attached hereto as Exhibit A, including dam and spillways; said property also being shown on a plat of Edisto Lake prepared by William Wingfield for Edisto Lake, Inc. dated May 1, 1972.

ALSO LESS AND EXCEPTING THEREFROM:

Lots 1 through 100 and area designated "Reserved" adjacent to the 200 acre lake within Edisto Lake subdivision as shown on Exhibit A to the above referenced deed and recorded with deed in Vol 1016 at Page 145; also being shown on a plat of Edisto Lake prepared by William Wingfield for Edisto Lake, Inc. dated May 1, 1972.

ALSO LESS AND EXCLUDING THEREFROM:

Any and all property owned by the Grantor located to the east and southeast of Mary Rawls Road (#671) including but not limited to all that certain piece, parcel or portion of the foregoing property containing Two Hundred Nine and No/100 (209) acres, more or less, being located on the eastern/ southeastern side of Mary Rawls Road #671.

Derivation: This being the identical property conveyed to Edisto Lake Ridge, LCC by deed of Edisto Lake, Inc. dated December 29, 2003, and recorded in the Office of the RMC for Aiken County on December 31, 2003, in Deed Book 2386 at page 227

TMS No.: Portion of 00-355.0-01-007-0000

WHEREAS, the Declarant intends to develop the Property hereinabove described as a equestrian friendly residential community to be known as EDISTO LAKE RIDGE Subdivision so as to provide a well-planned residential development with riding trails and facilities; and

WHEREAS, the property is currently located adjacent to the Edisto Lake Subdivision and will be added to and incorporated into the Edisto Lake Subdivision and the Edisto Lake Property Owners Association; and

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, affirmative obligations, 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.

ARTICLE I
DEFINITIONS

Section 1. **“Edisto Lake Association”** or **“Association”** shall mean and refer to the Edisto Lake Property Owners Association, Inc., its successors and assigns. This association shall have the right to oversee and enforce the restrictions contained herein.

Section 2. **“Edisto Ridge Neighborhood”** shall mean and refer to the Lots or tracts of land developed on that certain real property hereinbefore described, together with the common areas associated with said parcels.

Section 3. **“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 purchasers, but excluding those having such interest merely as security for the performance of an obligation. Where a Lot is owned by more than one person or entity so as to have multiple ownership, the Owners shall designate one Owner to represent the interest of the Lot.

Section 4. **“Properties”** shall mean and refer to that certain real property hereinbefore described, which shall be divided into no more than 31 parcels. No other property shall be added to the development beyond the property described herein.

Section 5. **“Edisto Lake - Common Areas”** shall mean all real property owned by the Edisto Lake Association for the common use and enjoyment of the Owners and Edisto Lake Property Owners. The Common Area to be owned by the Edisto Lake Association at the time of the conveyance of the first Lot by the Declarant are described as follows:

- a. 100' right-of-way for existing private road and for any new roads within the development;
- b. 26.4 acre natural area located adjacent to private road at entrance to the subdivision from S. C. Highway Number 302,

- c. Dam and Edisto Lake below the highwater line consisting of approximately 192 acres.

In addition, after the sale of the Sixteenth (16th) Lot in the Edisto Ridge Neighborhood, the Declarant shall convey to the Parent Association the parcel containing the boat ramp and recreation area and shall construct a pavilion on said parcel.

Section 6 "**Edisto Ridge Neighborhood- Common Area**" shall mean all real property owned by the Association for the common use and enjoyment of the Owners of property within Edisto Ridge Neighborhood. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

- a. Twenty-five (25') foot easement along the front of each Lot where it borders on the road-right of ways in Edisto Lake Subdivision for a riding trail;
- b. Twenty-five (25') foot easement along the rear of Lots 106, 107 and 108 and along the common boundary of Lots 105 and 106 for riding trails to connect the common pasture and riding area to the remaining trails.
- c. Twenty-five (25') foot easement across the rear of each Lot for drainage, utilities and possible future riding trails; and
- d. Common pasture and riding area.

The foregoing common areas are restricted common areas and are reserved for the exclusive use of the Owners in the Edisto Lake Ridge Neighborhood.

Section 7. "**Lot**" shall mean and refer to any Lot of land shown upon any recorded subdivision map of the Properties, together with the improvements thereon, with the exception of the Common Area. A copy of the proposed division of the property in Lots 101 - 131 is shown on the sketch plan attached hereto and incorporated herein by reference. Said sketch plan is merely a preliminary plan and is subject to revision by the Declarant including the addition of the common pasture and riding area. Provided that the Declarant is not bound by the sketch of the common pasture and riding area, tentatively planned to be at the rear of Lots 105 and 106.

In no event shall any revision to the sketch plan or Lot plan increase the number of Lots in the Properties to more than thirty (31) Lots.

Section 8. **“Declarant”** shall mean and refer to EDISTO LAKE RIDGE, LLC, or any entity or person who succeeds to the title of Declarant to any portion of the Properties by sale or assignment of all of the interest of the Declarant in the Properties, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant and duly recorded prior to the recordation of this Declaration. Any such person shall be entitled to exercise all rights and powers conferred upon Declarant by this Declaration, the Articles of Incorporation or By-Laws of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Edisto Lake 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 Edisto Lake Association to charge reasonable fees for the use of any recreational facility situated upon the Common Areas;
- (b) the right of the Edisto Lake Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment, dues and/or fines against his Lot remains unpaid; and for a period not to exceed 60 days for each infraction of the published rules and regulations of the Association.
- (c) the right of the Edisto Lake 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 of the Association. No such dedication or

transfer shall be effective unless an instrument consented to in writing by Declarant and signed by at least three fourths (3/4) of the members of the Association agreeing to such dedication or transfer has been recorded;

(d) the right of the Edisto Lake Association, as provided in the By-Laws of the Association, to mortgage, pledge, deed in trust or hypothecate any or all of its real and personal property as security for money borrowed or debts incurred; provided, however, that the rights of any such mortgagee shall be subordinate to the rights of the Owners, and

(e) the rights of the Declarant, so long as it owns any Lot or Lots, subject to approval by the Edisto Lake Association, which approval shall not be unreasonably withheld, to place promotional signs and literature in the Common Area at the entrance to the subdivision from S. C. Highway Number 302; and

(f) the rights of the Declarant under Article IV hereinbelow.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Lot which is subject to assessment shall be entitled to one membership in the Edisto Lake 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. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the multiple Owners shall designate one of the Owners to serve as a member of the Associations (Designated Owner). The

one vote for such Lot shall be exercised by the Designated Owner and in no event shall more than one vote be cast with respect to any such Lot.

The Owners of Lots in Edisto Ridge shall be represented at all times on the Board of Directors of Edisto Lake Association by a minimum of two directors who shall be elected by the members of Edisto Lake Association from Owners of Lots within Edisto Ridge Neighborhood.

ARTICLE IV

DECLARANT

Section 1. Rights as Owner. Declarant is the initial Owner of each Lot and shall be entitled to exercise all rights appurtenant thereto until such time as Declarant has conveyed title to such Lot to another person.

Section 2. Rights and Powers. Until December 31, 2030, or until Declarant no longer owns any Lot in any phase of the development, including the initial phase or any phase added to this development as hereinafter provided, whichever shall first occur, Declarant shall be entitled to exercise, without consent of the Owners, all powers granted to the Owners or the Board of Directors of the Association by this Declaration, by the Articles of Incorporation or by the By-Laws of the Association. Any action which changes these covenants, conditions or restrictions taken by the Declarant, the Owners or the Board of Directors during such time shall be valid only if approved in writing by the Declarant and the Edisto Lake Association. Declarant shall be entitled to withhold approval of any such action for any reason.

Section 4. No Warranties. All Lots are sold **as is** by the Declarant without warranty as to merchantability, habitability, or fitness for any particular purpose, implied or otherwise. Declarant shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of streets after said streets have been deeded to Edisto Lake

Association pursuant to agreement between Declarant and Edisto Lake Property Owners Association to accept said streets and private roads.

ARTICLE V

ASSESSMENT FOR COMMON EXPENSES

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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Edisto Lake Association: (1) annual assessments, dues 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 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, if there is more than one Owner the obligation to pay the assessment shall be joint and several. 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 Associations shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the administration, acquisition, improvement and maintenance of the Properties, services and facilities devoted to this purpose or for the use and enjoyment of the Common Area, including but not limited to, the cost of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision,

the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws of the Association, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Initial Assessments.

The Declarant agrees to pay to the Edisto Lake Association an initial assessment of One Thousand and No/100 (\$1,000.00) Dollars per Lot subject to this declaration for a total initial assessment of Thirty One Thousand and No/100 (\$31,000.00) Dollars. The initial assessment shall be paid by the Declarant to Edisto Lake Association over a period of two (2) years with one-half being paid within six (6) months of the filing of these restrictions and the remaining one-half to be paid one year thereafter.

Section 4. Edisto Lake Association Assessments. Until such time as the Property is divided into Lots and the first Lot is conveyed by Declarant to an Owner, Declarant shall pay the regular annual assessments to Edisto Lake Association on the entire undeveloped tract as one Lot at the annual assessment rate for a single Lot. At such time as a plat of individual Lots is recorded and the first Lot is sold by Declarant, Declarant, its successors and assigns, shall pay the assessment on each Lot shown on the plat as a Lot and the balance of the tract not shown on said Plat shall be treated as one Lot for purposes of determining the assessment for the remaining property.

Section 5. Edisto Ridge Assessment. In addition to the normal Edisto Lake Assessment or dues, Owners of Lots within Edisto Ridge covenant and agree to pay to the Edisto Lake Association, a separate annual assessment or dues which shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Edisto Ridge Neighborhood and in particular for the administration, acquisition, improvement and

maintenance of the Edisto Ridge Neighborhood Common Areas, including but not limited to, the cost of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision, the payment of taxes assessed against the Edisto Ridge Neighborhood Common Areas, the procurement and maintenance of insurance in accordance with the By-Laws of the Association.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, as follows:

- a. Association Wide Special Assessments: Edisto Lake Association may levy special assessments on the terms and conditions as set forth in the By-laws of the Edisto Lake Association as now in existence or amended from time to time.
- b. Edisto Ridge Neighborhood Special Assessments: The Association may levy a special assessment against the Lots within Edisto Ridge for the purpose of defraying, in whole or in part, the cost of any construction, or total replacement of a capital improvement upon the Edisto Ridge Neighborhood-Common Area as defined herein, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes cast in person or by proxy at the meeting duly called for this purpose by the Owners of Lots within the Edisto Ridge Neighborhood. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis. It is understood that normal or deferred repairs and maintenance do not fall under the category of capital improvements as set forth in the paragraph, upkeep and maintenance of the riding trails, dressage area and common pasture.

Section 7. Notice and Quorum for any Action Authorized Under this Article. Notice and quorum requirements for action under Article shall be as set forth in the By-Laws of the Edisto Lake Association now in existence or as amended.

Section 8. Uniform Rate of Assessment. The Edisto Lake Association shall be fixed at a uniform rate for all Lots and shall be collected on a annual basis, or any other basis approved by the Board of Directors.

Section 9. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to any Lot on the date of the conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and the number of days remaining in the months of conveyance. At least thirty (30) days in advance of each annual assessment period the Board of Directors shall fix the amount of the annual assessment and notify every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon written request furnish a certificate or letter signed by an officer of the Association setting forth whether there are any unpaid assessments, dues or fines for a specific Lot.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be increased to include a penalty of One and 00/100 (\$1.00) Dollar per day from the due date. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage of real property. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of any annual assessments, dues or fines due and payable and collect the same through foreclosure. Penalties, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of

such assessment. In the event of any such foreclosure, the Owner shall be required to pay a reasonable rental for the Lot after commencement of the foreclosure action, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 11: Fines for the Enforcement of Restrictions and Covenants: In the event of a violation of these Covenants and Restrictions by any Owner, as determined by the Board of Directors of the Edisto Lake Association, written notice of the violation shall be mailed or personally delivered to the Owner in violation stating the nature of the violation and giving the Owner ten (10) days to remedy the violation. Should the Owner fail to correct the violation within ten (10) days of the date of the notice, the Association may assess fines or penalties as provided by the Bylaws of the Association or as set forth in the rules and regulations adopted by the Association.

Any fine so levied, 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 fine is made. Each such fine, 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 fine was levied.

Section 12. Subordination of the Lien. The liens provided for herein shall be prior and superior to all other liens except (1) to the lien of any mortgage and (2) the lien of any unpaid taxes in favor of any taxing unit. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment

thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, out building or other structure shall be commenced, erected, altered or maintained upon the Properties, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography either by the Declarant or by an architectural committee designated by the Declarant. Declarant reserves the right to assign its authority to the Board of Directors of the Edisto Lake Association acting jointly or to an architectural committee composed of a total of three (3) representatives duly appointed by the Board of Directors of the Edisto Lake Association. It is understood that the Board shall have the authority to hire a licensed architect to assist and advise the architectural committee in this approval process. The Declarant or its assigns shall be responsible for the cost and fees of any licensed architect retained by the Declarant or its assigns.

ARTICLE VII

USE RESTRICTION

Section 1. No structure shall be erected on any Lot other than one single family dwelling, detached or attached garage of similar design, and one stable or barn and other permissible outbuildings and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. This shall not preclude the use of a residence as a location for doing business by the Owner; provided, no

outside traffic shall be generated for this purpose and no outward appearance of a business shall be apparent from the exterior of a home.

No single family dwelling shall be permitted on any Lot with a floor area of the main structure, exclusive of open porches, garages, or carports of less than One Thousand Six Hundred (1600) square feet of heated space for a dwelling.

All dwellings must be situated more than one hundred (100') feet from the front of the Lot (front setback) and more than twenty (20') feet from either side line of the Lot (side setbacks).

All construction shall be supervised by an architect or licensed building contractor and shall be completed within a reasonable time not to exceed two (2) years.

Section 2. No Lot referred to herein shall be subdivided. A Lot or adjacent Lots may be reduced in size with the written consent of the Declarant or its successors and the Board of Directors of the Edisto Lake Property Owners Association.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance, due to odors, noise or any other reason, to the neighborhood. Except as herein provided no hogs, cows or other livestock shall be permitted or maintained on any Lot; and nothing shall be done or any condition permitted on any Lot which shall pollute the waters of any lake, stream or pond in the Edisto Lake Subdivision. Goats shall be permitted on tracts in excess of fifteen (15) acres at a rate of two (2) goats per fifteen (15) acres. Domestic chickens, ducks, dogs and cats shall be allowed in such reasonable number as shall be determined from time to time by the Declarant and/or the Association.

All animals must be leashed and horses harnessed at anytime that the animals are on the roadways, trails or Common Property of the Association. Owners are at all times responsible for their animals.

No commercial kennels or commercial farming operations shall be conducted on the Property.

Section 4. Equestrian Activities Owners will be permitted to maintain one (1) horse per acre of cleared pasture (see Section 16 below) with a maximum of two (2) horses on Lots of five (5) acres. Equestrian activities including raising, maintaining, breeding, training and riding shall be permitted. Commercial equestrian activities, including but not limited to, boarding, training or sales shall not be permitted. Declarant reserves the right at its sole discretion, to from time to time grant permission for the temporary stabling of horses in excess of the number provided herein where said use shall not result in overuse of pasture or cultivated woodlands.

The Declarant reserves the right, on a Lot by Lot basis, to modify the foregoing limitations on the number of horses, so as to allow a greater number of horses on a temporary or permanent basis on any given Lot if circumstances justify such modification and the modifications is in keeping with the purpose of the restriction on the number of horses so as to prevent over grazing of the pasture or damage to the natural areas located on a Lot.

Use of the riding trails and dressage area shall be at the risk of the user. Pursuant to S.C. Code Ann § 47-9-710 et. seq. the Association shall not be liable for any damages, injuries, or death resulting form the equine activity upon the property. Notice as required by S.C. Code Ann. § 47-9-710 et seq. shall be maintained on the riding trails and at the dressage area at all times.

All riders of horses shall at all times conduct themselves in a safe and responsible manner.

Vehicular traffic on the roads in Edisto Lake Subdivision shall have the right of way and Riders shall exercise extreme caution when crossing roads.

The dressage area and riding trails are for the use of the Owners of Lots within Edisto Lake subdivision, their immediate family and invited guest. Trails shall not be used for public or rental riding.

Section 5. No temporary structures or mobile homes shall be erected or parked upon any Lot. No large trucks or commercial vehicles, not to include personal pickup trucks, shall be parked upon the Property except temporarily, and then only with the consent of the Declarant and Board of Directors of Edisto Lake Association. Large horse trailers, camper trailers or motor homes shall be permitted to be parked on the property on a permanent basis, provided that such trailers or vehicles are kept in a sheltered area, as approved by the Declarant or the architectural committee, away from any road exposure and shielded from the line of sight of the road or adjoining Lot. Parking for a week or less shall be considered temporary and permission will be granted for such use provided it is not repetitious.

Section 6. No automobiles, trucks, motor-bikes, motor-scooters, mini-bikes, motorcycles, all terrain vehicles (ATVs) or other vehicles shall be operated on any Lot, the roads and streets within the subdivision or the parkways or Common Areas within said subdivision except vehicles which are properly licensed by the State of South Carolina for operation on the public roads which are operated by a properly licensed, fully insured driver who uses said vehicle for transportation to or from his dwelling, and in no case will loud, obnoxious or

unmuffled vehicles be used in said subdivision. No unregistered, unlicensed, inoperable or junked vehicles shall be stored on the property.

Section 7. No automobiles, trucks, motor-bikes, motor-scooters, mini-bikes, motorcycles, golf carts, bicycles, all terrain vehicles (ATVs) or other vehicles shall be operated on the riding trail except as necessary for maintaining said trails. All riding trails shall be reserved and are to be used exclusively for horseback riding and foot traffic.

Section 8. Use of Edisto Lake, Boat Ramp and Recreation Area Owners, together with members of their immediate family and invited guests, shall have the privilege of using Edisto Lake for boating, swimming and fishing, subject to rules, regulations and prohibitions made and enforced by the Edisto Lake Association. The Association shall have the expressed authority to limit the number of people from any Lot allowed to utilize the facilities, including limiting the number of Owners or guest for an individual Lot entitled to use the facilities at a given time. Provided that any invited guest who use the lake and facilities must be accompanied by an Owner or a member of an Owner's immediate family, unless otherwise provided in the rules and regulations adopted by the Edisto Lake Association.

No motor boats shall be operated on the lake except in compliance with such rules, regulations and prohibitions as are promulgated by the Edisto Lake Association. Activities such as water skiing, jet skiing, wave running, tubing, wake boarding, rafting, parasailing and other activities of this nature are expressly prohibited. While boating is allowed, slow - "no wake" speed (five miles per hour or less) - is to be maintained at all times regardless of the size of the boats engine.

The Edisto Lake Association maintains the right to control the water level on the lake and to lower the water or drain the lake, as necessary, to maintain the lake, repair the dam or

spillway, conduct work on the shoreline, control weeds, restock fish or for such other purposes as the Association may determine are desirable.

Scheduling of large groups or parties in the recreation area shall be approved by the Board of Directors of the Edisto lake Association and a reasonable deposit or usage fee may be adopted by the Board.

The lake recreation area shall not be used for overnight camping. No campers, tents, tractor trailers or horse trailers shall be parked in the lake recreation area.

No fires shall be permitted in the lake recreation area except in the provided barbeque pit or other designated fire structure.

The use of the lake and lake recreation area shall be subject to the reasonable rules and regulations adopted by the Edisto Lake Association.

Section 9. No building, fence, structure or vegetation of any kind shall be erected, placed or altered on any Lot until the building plans, specifications, design and plot plan showing the location of the building, fence, structure and vegetation on the Lot have been approved in writing by the Declarant, or its successors or designee, (see Article VI above) as to conformity in size, type and quality, and as to harmony of design with existing structures and landscaping in the area, and as to location of the building, fence, structure and vegetation with respect to topography and finished ground elevation. No clearing of property shall be commenced until said plans referred to herein have been approved by the Declarant, its designee or the architectural committee.

Section 10. No "Sale" or "Rent" signs or other billboards of any kind shall be permitted on any Lot, except in case of hardship, one "For Sale" sign, not larger than two (2') feet by three (3') feet may be installed where there is a dwelling house for sale on the Property.

Section 11. No clothes lines, exposed garbage containers, boats, trailers, mobile RV vehicles or other large or unsightly objects are to be erected or kept on any Lot except where they are screened from the streets, lakes, adjoining properties and general view.

Section 12. No commercial vehicles or commercial equipment of any kind shall be garaged or stored on any Lot, provided, that pick-up trucks are not considered to be commercial per se.

Section 13. As indicated in Section 9 above, Declarant intends to and does hereby reserve unto the Declarant, its designee, its successors and assigns, the right to regulate the preservation of the natural vegetation in certain areas of the Lots in order to provide natural screening of Lots from neighboring Lots, in order to enhance the beauty of the subdivision, and to preserve the natural habitat around the lake for wildlife. Once construction of a dwelling is completed in accord with the original approved plot plan, each Lot Owner shall maintain and preserve the protected areas on his Lot, and any further cutting of trees, bushes, shrubs or indigenous plants within the said protected areas by the Lot Owner or his agents shall only be permitted with the prior written consent of the Declarant, its successors and assigns. Declarant intends to assign the duty to protect these areas to the Edisto Lake Association so that it may continue to monitor and control the areas for the benefit of all Lot Owners in their enjoyment of these naturally beautiful areas. The Declarant and its successors, shall not be obligated in any way to expend any of its own moneys to maintain natural areas, should there be damage to these areas by any Lot Owner, by acts of nature, or by any other agency. In no event shall the Declarant be held liable for any alleged damage resulting to any Lot Owner as a result of any failure by Declarant to monitor or control or protect such areas.

Section 14. Sewer Disposal Owners of improved Lots shall provide their own private septic tank or other sewer and waste disposal system which meets specifications and regulations of the South Carolina Department of Health and Environmental Control and any county regulating authority.

No sewer drain fields shall be constructed closer than one hundred (100') feet to the lake and all such drainage lines or fields shall be constructed so that there will be no possibility of discharge into the lake or pollution of the lake water.

Section 15. Water of Household Use: Owners of improved Lots will be responsible for supplying his/her/their own household water from a private well or water system and the Declarant assumes no obligation for supplying or purifying drinking or household water. All pumps shall be operated by electricity if such is available and except where necessary no gasoline motors or other noise producing motors will be permitted for pumping water.

Section 16. Pastures. Owners, subject to the approval of Declarant, its designee or an architectural committee appointed by Declarant or its designee, may clear a portion of their Lot for the purpose of establishing pastures, PROVIDED, HOWEVER, that the total property cleared for building sites, lawns, pastures, gardens or any other purpose, excluding riding trails established by the Declarant or Edisto Lake Association, or ponds constructed by the Owner, shall not exceed the following:

- a. Lots of five (5) acres or less: No more than fifty (50%) of the Lot may be cleared;
- b. Lots in excess of five (5) acres but less than ten (10) acres: No more than thirty (30%) percent of the Lot may be cleared; and
- c. Lots of ten (10) acres or more: No more than twenty-five (25%) percent of the Lot may be cleared.

Declarant, reserves the right to make exceptions to the foregoing to allow the Owner to construct polo fields or ponds on the larger Lots.

Prior to the construction of any pond the Lot Owner shall obtain the proper permits from the U.S. Army Corp of Engineers, or its successor agency and any state agency charged with regulating the construction of ponds and dams.

Section 17. Forest Management All Lots shall be managed according to sound forestry and watershed practices. With the exception of approved building sites and pasture areas, no tree in excess of six (6") inches in diameter shall be removed without the approval of the Declarant or its designee. Dead or dying trees may be removed if such trees present a safety hazard. Property Owners shall not interfere, obstruct or change the path of any creeks or streams on the Property with out the approval of the Declarant of its designee.

Section 18. Fencing Fencing shall be approved by the Declarant or its designee prior to being installed by the Property Owner. Property Owners shall be responsible for constructing and maintaining approved fencing along the front and rear of the property where it fronts on the riding trails.

No chainlink, vinyl, plastic, hog wire, chicken wire, barbed wire or other material incompatible with horses shall be allowed in any fencing which adjoins the riding trails or roads.. Privacy fencing shall be allowed in the immediate area of the residence or accessory buildings with prior approval.

Kennels and dog runs may be made of chain link fencing not to exceed six (6') feet in height and coated or painted in a dark color to blend with the surroundings. Dog kennels must be located in the immediate vicinity of the residence for the private use of the owner and shall not be visible from the riding trails, roads or adjacent Lots.

Section 19. No radio, television or other communication reception or transmission antennas shall be placed on the property with out the prior approval of the Declarant or its designee. Any antennas or satellite television dishes are to be located so as not to be visible from any road or adjacent properties and must be approved by the Declarant or its Designee prior to installation. This requirement may be waived by the Board of Directors of the Association provided that any dish installed in an undesirable location shall be removed at the sole expense of the Owner upon request of the Board.

Section 20. Access and Entry With the exception of the riding area, access to the Property shall be limited to the private road within the subdivision. Entry into each Lot shall be via one driveway not to exceed fifteen (15') feet in width leading off of the private roads. No Lot shall have a separate entrance from the public roads surrounding the subdivision. Provided, however, that access to the dressage area shall be by controlled entry directly from Mary Rawls Road. There shall be no vehicle access to the rest of the Property from the dressage area.

Section 21. Hunting: No hunting will be permitted on or over Edisto Lake, or on any roads or parkways within the Property.

Section 22. Fishing: Owners, together with their immediate family and invited guest shall have the privilege of fishing in Edisto Lake, subject to rules and regulations established by the Edisto Lake Association. No nets, trotlines, traps, dynamiting, or shooting of fish will be permitted. No Property Owner will have the privilege of inviting guest to fish in the lake, unless the guest is accompanied by the Owner or a member of Owner's immediate family unless otherwise permitted in the rules and regulations adopted by the Edisto Lake Association.

ARTICLE VIII

EASEMENTS

Section 1. The following easements are reserved unto the Declarant, its successors and assigns:

- a. Utility Easements: Over Ten (10') feet along the side line of each Lot and over the front twenty (20') feet and rear twenty (20') feet on each Lot for utility installations, utility rights-of-way and maintenance thereof, as well as drainage installations, drainage rights-of-way and maintenance thereof.
- b. Riding Trails:
 - (1) Twenty-five (25') foot easement along the front of each Lot where it borders on the road-right of way in Edisto Lake Subdivision for a riding trail;
 - (2) Twenty-five (25') foot easement along the rear of Lots 106, 107 and 108 and along the common boundary of Lots 105 and 106 for riding trails to connect the dressage area to the remaining trails.
 - (3). Twenty-five (25') foot easement across the rear of each Lot for possible future riding trails;

Section 2. It is understood that the natural area at the entrance and recreational areas will be deeded to the Edisto Lake Association, and that the common pasture and riding trail easements will be deeded to the Edisto Lake Association.

Section 3. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. In

addition, the Properties shall be subject to a non-exclusive easement in favor of Declarant for construction of improvements on the Properties and for exhibition and sale of such improvements.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Application. All Owners, employees of Owners and tenants, or any other persons who may in any manner use the Properties or any portion thereof shall be subject to the provisions hereof and to the provisions of the Articles of Incorporation and the By-Laws of the Association.

Section 2. Enforcement and Duration. Anything else to the contrary herein notwithstanding, the covenants, easements, conditions, and restrictions herein are made primarily for the benefit of the Declarant, or its successors, during the period of development of the subdivision; and so long as Declarant, or its successors, owns a single Lot in the subdivision, Declarant, or its successors, may, with the consent of the Edisto Lake Association, change, alter, or revoke in whole or in part the said restrictions, covenants, conditions or easements at any time; however, after Declarant, or its successors, no longer own any Lot in the subdivision, these covenants, restrictions, easements, and conditions (as the same may have been changed by the Declarant, or its successors up to that time) shall thereafter become mutually binding and for the benefit of all Lot owners in the subdivision in so far as they are in common to all Lots in the subdivision; and thereafter these restrictions, covenants, conditions, reservations and easements are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty (20) years after which time the said restrictions, covenants, conditions, reservations, and easements shall be automatically extended for successive periods of

ten (10) years, unless an instrument signed by the Owners of not less than Fifty-one (51%) percent of the Lots in the subdivision has been recorded wherein they agree to change the said restrictions, covenants, conditions, reservations and easements in whole or in part.

Declarant, or its successors, may enforce these restrictions by proceedings at law or in equity against any person violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages until such time as Declarant, or its successors, sells of the last Lot in the subdivision; and thereafter any Lot Owner may enforce the restrictions, easements, covenants, and conditions (insofar as they are common to all Lots in the subdivision at that time) by proceedings at law or in equity against any person violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages; however, anything to the contrary herein notwithstanding, the right to regulate the preservation of the natural vegetation in certain protected areas of the Lots as described in Article VII Section 13 above shall be exclusively reserved to the Association from such time as Declarant, its successors or assigns, transfer or assign such right to the Association. Nothing herein shall be construed so as to apply to any other lands of the Declarant not specifically made subject to these restrictions, easements, covenants and conditions by a recorded written instrument signed by Declarant, or its successors.

Section 3. 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 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than two thirds (2/3) of the members of the Association., and thereafter by an instrument signed by of not less than Fifty-one

(51%) percent of the members of the Association, provided, however, the Declarant may act for the Owners during the period described in Section 2, Article IV hereof. Provided, however, that no such amendment shall add additional property to the Edisto Ridge Neighborhood beyond the property described herein

Section 5. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 6. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and nonpersonal entities, as well as the singular and plural wherever the context requires or permits

Section 7. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner in the public records of Aiken County, South Carolina. Notice to one or two or more co-Owners of a Residential Lot or Family Dwelling Unit shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

IN WITNESS WHEREOF, EDISTO LAKE RIDGE, LLC. and EDISTO LAKE
PROPERTY OWNERS ASSOCIATION, INC. have caused this Declaration to be executed by Edwin
H. Cooper Jr., the Authorized Representative of Edisto Lake Management, Inc. its Manager,
this 21 day of August, 2006.

WITNESS:

EDISTO LAKE RIDGE, LLC (SEAL)

BY: Edisto Lake Management, Inc. (SEAL)
Manager

By: Edwin Cooper Jr.
Its AUTH. REP.

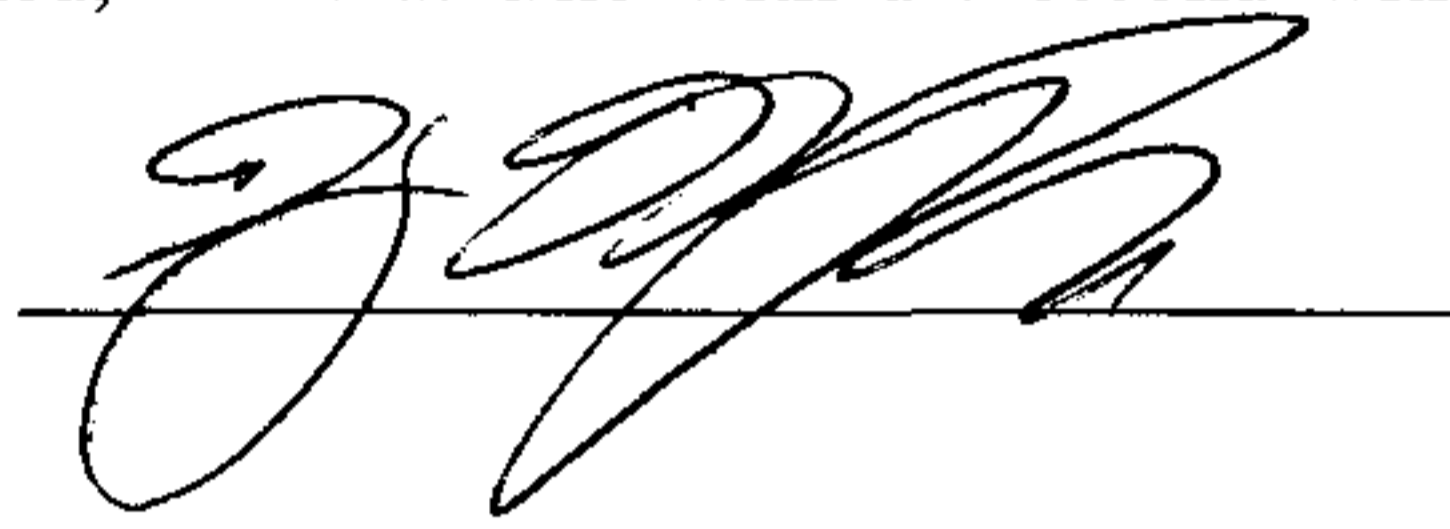
EDISTO LAKE PROPERTY OWNERS
ASSOCIATION, INC (SEAL)

Francis M. Shubat
Secretary


By: Paul L. Hengell
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me the first witness signing above and made oath that s/he saw the within-named Edisto Lake Ridge, LLC by Edwin H. Cooper, Jr., the Authorized Representative of Edisto Lake Management, Inc. its Manager, sign, seal and, as its act and deed, deliver the within-written Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned, and that s/he with the second witness signing above, witnessed the execution thereof.

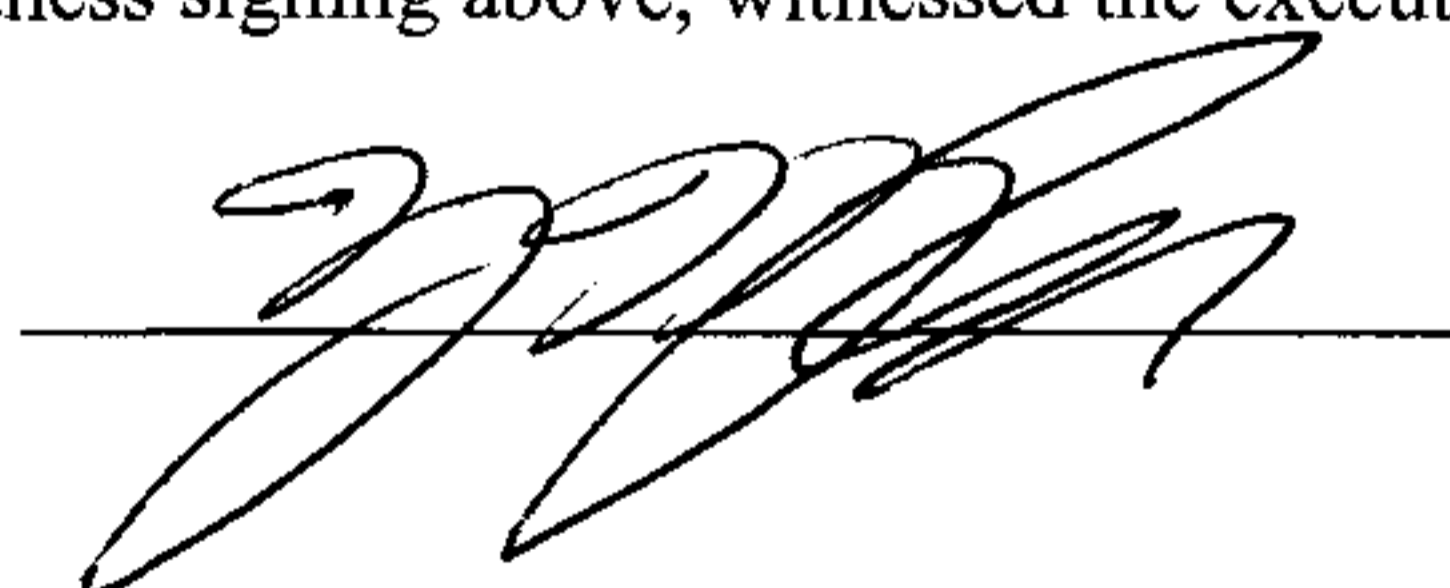


SWORN TO before me this
24 day of August, 2006

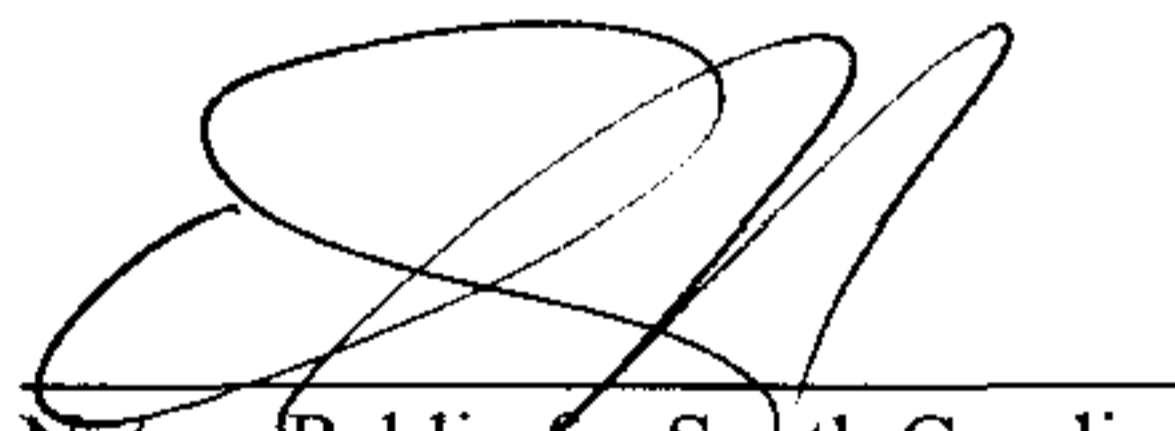
 (SEAL)
Notary Public for South Carolina
My Commission Expires: 6/17/2008

STATE OF SOUTH CAROLINA)
)
COUNTY OF)

PERSONALLY appeared before me the first witness signing above and made oath that s/he saw the within-named Edisto Lake Property Owners Association, Inc. by Jack L. Hense, its President, sign, seal and, as its act and deed, deliver the within-written Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein mentioned, and that s/he with the second witness signing above, witnessed the execution thereof.



SWORN TO before me this
21 day of August, 2006

 (SEAL)
Notary Public for South Carolina
My Commission Expires: 6/17/2008

2006027228
RESTRICTIVE COVENANTS
RECORDING FEES \$35.00
PRESENTED & RECORDED:
08-22-2006 02:20 PM
JUDITH WARNER
REGISTER OF MESSE CONVEYANCE
AIKEN COUNTY, SC
By: JOYCE H ERGLE DEPUTY RMC
BK:RB 4084
PG:1276-1304

