

[Signature]
Witness #1

Attest: Natalie Kowalski
Its: Secretary

[Signature]
Witness #2/Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE AS TO PRESIDENT

PERSONALLY appeared the undersigned witness and made oath that s(he) saw the within duly authorized officer of Spring Forest Homeowners Association, Inc. sign, seal, and as his/her act and deed deliver the within Restatement and that deponent, with the other witness subscribed above, witnessed the execution thereof. Furthermore, the witnesses hereto are not a party to or a beneficiary of the transaction, signed the record as a subscribing witness, and either witnessed the principal sign the record or witnessed the principal acknowledge the principal's signature on the record.

[Signature]
Witness # 1

SWORN to before me on this
11th day of April, 2023

[Signature]
Notary Public for South Carolina
My Commission Expires: 10/15/31

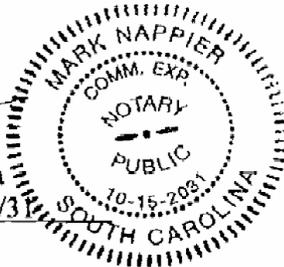


Exhibit "A"

04/23

**RESTATEMENT OF
BY-LAWS OF SPRING FOREST
HOMEOWNERS ASSOCIATION, INC.**

**A CORPORATION NOT FOR PROFIT
UNDER THE LAWS OF SOUTH CAROLINA**

**ARTICLE I
NAME AND LOCATION**

Section 1. The name of the Corporation is Spring Forest Homeowners Association, Inc., hereafter referred to as the "Association."

The principle office of the Association shall be located at 2015 Forest Glen Drive, Murrells Inlet, in Horry County, South Carolina 29576.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Spring Forest Homeowners Association, Inc., a non-profit Corporation, its successors and assigns, organized and existing under the laws of the State of South Carolina.

Section 2. "Properties" shall mean and refer to that certain real property described in the Amended Declaration of Restrictions and Protective Covenants for Spring Forest and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record owners who are members of the Association as provided in Article III, Section I, of the Articles of Incorporation of the Association.

Section 4. "Resident" shall mean eligible occupants of a property who may or may not be the Owner.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 6. "Declaration" shall mean and refer to The Declaration of Restrictions and Protective covenants for Spring Forest.

Section 7. "Articles" shall mean and refer to The Articles of Incorporation for Spring Forest.

Section 8. "Member" shall mean and refer to every person, or entity, who holds membership in the Association.

ARTICLE III
MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon the Properties, against which such assessments are made as provided in Article V of the Declaration of Restrictions and Protective Covenants.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. The affairs of this Association shall be managed by a Board of Directors which shall consist of no less than five (5), or more than seven (7), elected representatives of the general membership in an election to be held at the Annual Meeting of the members. No Board member shall be a member of any other committee within the community. The Board of Directors shall oversee and manage all the organizational and business activities of the Association. All Association business will be transacted by a majority vote, at regularly scheduled or special meetings of the Board of Directors. The President shall vote only to break a tie vote of the Board. The Board will maintain adequate and detailed records of all Association business, expenditures and votes. All said records shall be open by appointment to membership scrutiny in the office with at least one board member present. Original documents may not be removed from the office.

Section 2. The Board of Directors will prepare an annual operating budget of the Association each September for the succeeding business year. Any changes to the proposed budget, made after the October meeting, shall be presented to the membership before the November election. The proposed budget will be presented and explained to the membership in October. Membership approval will be obtained at the general election of directors in November. All Association expenditures shall be in accordance with the approved operating budget for that year. The Board will not spend in excess of \$5,000.00 over the total budget amount without the approval of a quorum of the Association membership. The Board shall present a status report on the year's operating budget at the regularly scheduled monthly meetings. In case of dire emergency, the Board will be expected to use its discretion in the expenditure of funds and the membership shall be informed, in detail, of its actions.

Section 3. Directors shall be elected by the members of the Association at the annual meeting of the membership in November. Election to the Board of Directors shall be by secret written ballot, including absentee ballots.

Nominees receiving the majority votes shall fill the vacancies on the Board. The new Board, by majority vote, shall then decide which member shall fill each position (president, vice-president, treasurer and secretary). All candidates for the Board must be members of the Association in good standing (See ARTICLES OF INCORPORATION, ARTICLE III, Section 3). Only one (1) member of a household shall be permitted to serve on the Board at one time.

Section 4. Voting for Directors and Proposed Operating Budget shall be limited to one (1) vote per household in good standing. No household in arrears of payment of dues, or fines, shall be allowed to vote. All absentee ballots shall be signed and submitted in sealed envelopes, prior to the election, to be opened election night by the Election/Ballot Committee.

Section 5. Any Director may be removed from office at any time, with cause, by a majority vote of the Board of Directors or by a majority vote of the Association membership.

Section 6. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within ten (10) days after the annual meeting of members upon three (3) days notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

The new Board shall assume office on January 1st.

Section 7. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses (excluding normal travel expenses) incurred in the performance of his/her duties.

Section 8. Regular meetings of the Board of Directors shall be held at 2015 Forest Glen Drive on such days and at such hours as the Board of Directors may determine. Notice shall be required to be given to all Association members of any regular monthly meeting of the Board of Directors.

Section 9. Special meetings of the Board of Directors to discuss business of community affairs outside of regular meetings, may be called at any time by a majority of the Board and shall be held at 2015 Forest Glen Drive, Murrells Inlet, South Carolina in Horry County.

Section 10. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given on behalf of a majority of the Board to each member of the Board not less than three (3) days by mail or one (1) day by telephone.

Section 11. Any member of a current Board having served two (2) consecutive two (2) year terms of office or having been removed from office (with cause), is not eligible to be a candidate for election for a period of one (1) year.

Section 12. The Board of Directors may take action without a meeting if all the Board members consent to the action in writing or electronic communication.

ARTICLE V
OFFICERS OF THE BOARD OF DIRECTORS

Section 1. The President shall preside at all meetings of the Association and of the Board of Directors. He/she shall have the general duties and responsibilities which usually pertain to his/her office, including oversight to see that orders and resolutions of the Board are carried out. He/She shall also sign all mortgages, deeds, contracts, bank certificates and all other written instruments. He/She shall co-sign all checks and promissory notes.

The Vice President shall perform such duties as usually pertain to such office or as are properly required of him/her by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties of the President and discharge such other duties as may be required by the Board.

The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He/she shall keep the minutes of the meetings of the membership and of the Board of Directors. He/she shall be responsible for correspondence and filing and other duties as required by the Board.

He/She shall also be responsible for the formation of and needed assistance to the Election/Ballot Committee for the annual election. He/She shall be responsible for the preparation and distribution of letters and ballots to the Association Membership for proposed amendments to Association documents, surveys, etc.

The Treasurer shall have the care and custody of all the monies and securities of the Association. He/she shall enter on the books of the Association, to be kept by him/her for that purpose, full and accurate account of all monies received by him/her and paid by him/her on account of the Association. He/she shall sign such instruments as require his/her signature and shall perform all duties as usually pertain to the office or as are properly required of him/her by the Board of Directors. A monthly financial report to the membership shall be presented by the Treasurer. All expenditures will require two (2) signatures, one of the Treasurer, and one of the President or his/her delegate.

The Treasurer shall supervise preparation of an annual external compilation which shall be required to coincide with the annual reports in December. He/She shall assist and supervise the preparation and filing of Federal and State income taxes and the payment of State property Taxes as required.

Section 2. Vacancies in any directorship arising from any cause shall be filled by the Board of Directors at any regular or special meeting. The vacancy shall be filled only until the time of the next election. The candidate filling the vacancy shall be a member of the Board until the next election when he/she may choose to run for and be elected to the Board. Should an officer vacate the Board, the existing Board members shall appoint a replacement from the remaining members, if possible. The officer, duly appointed, shall hold the position until the next election date.

Section 3. All communications to the Board of Directors must be in writing or electronic communications. The communication must be dated and signed. All electronic communication must be dated and signed in an attachment. All such communications shall elicit a timely response in kind.

ARTICLE VI **MEETINGS OF MEMBERS**

Section 1. The annual meeting of the members shall be held on the second Monday of the month of November, at 2015 Forest Glen Drive, Murrells Inlet, in Horry County, South Carolina, at such time as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by a majority of the members of the Board of Directors, or upon written request of a majority of the membership.

Section 3. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Corporation. Notice of annual or special meetings shall be mailed at least fifteen (15) days in advance of the meeting, and special meetings shall set forth the nature of the business to be transacted.

Notice of all meetings shall be posted on the Spring Forest bulletin board seven (7) days in advance.

Section 4. The presence at the meeting of members entitled to cast fifty-one (51 %) percent of the votes shall constitute a quorum for any action governed by the By-Laws. Presence shall include in person or by absentee ballot. A majority vote of this quorum shall constitute the decision of the Association Membership, if not otherwise specified in this document.

ARTICLE VII COMMITTEES

Section 1. The Board shall delegate the normal responsibilities of operating and maintaining Association regulations and facilities to such committees as Architectural, Clubhouse, Pool, Grounds, etc. These committees shall be made up of five (5) or more volunteer members, if possible. Each Committee shall elect its own Chairperson and Co-Chairperson. The Chairperson of each committee shall meet with the Board in executive session, at any time, to discuss any problems that have arisen and require resolution.

The Chairperson of each Committee shall meet with the Board by the end of the first quarter of the new year to present plans and objectives as well as any proposed rules, regulations, guidelines for the year and to obtain Board concurrence.

Section 2. All Committees shall provide a monthly report of activities to the Board and the Membership, to be presented at the regularly scheduled monthly Association meetings.

Section 3. Three (3) competitive bids must be obtained, if possible, on any contracts over \$1500.00. If three (3) bids cannot be reasonably obtained, for any reason, the Committee shall submit their findings and recommendations to the Board for final resolution.

Section 4. All contracts shall be required to be executed by two (2) members of the Board of Directors, the President, or his delegate, and one (1) other Board Member.

Section 5. All Committees will need Board approval for all expenditures which exceed their budget allocation.

Section 6. All Committees must submit proposed budget requirements to the Board for the succeeding business year by September 15th of the current year.

Section 7. Committee sign-up sheets shall be available at the November Annual Meeting and thereafter posted for a period of two (2) weeks.

Section 8. The Board of Directors, in the person of the Secretary or other delegate, shall be responsible for the formation of the Election/Ballot Committee from a list of volunteers. The Election/Ballot Committee shall post a sign-up list for applicants who desire to run for positions on the Board of Directors. If enough members do not sign-up, the Committee shall canvas the community for potential volunteers. The Committee shall be responsible for verifying the eligibility of ballots received, counting of votes, announcement of Election results and maintenance of proper records of all proceedings, after the election. This Committee shall be dissolved until a new Committee is formed on October 1st of the following year.

ARTICLE VIII **USE RESTRICTIONS**

Section 1. An Owner, upon decision to sell, shall provide the realtor or buyer with the Spring Forest Homeowners Association's By-Laws, Declarations, Articles, rules, regulations and guidelines. The clubhouse and mailbox keys shall be provided to the buyer at the time of closing.

Section 2. There shall be no more than four (4) occupants per two (2) bedroom home and six (6) occupants per three (3) bedroom home permitted in any property.

Section 3. The pool/clubhouse is for the exclusive use of members in good standing and their guests. Any Resident or guest, under the age of sixteen (16), must be accompanied by an adult guest or Owner.

Section 4. Owners/Residents and guests must comply with pool/clubhouse regulations prepared, or updated as required by these Committees at the beginning of the year, approved by the Board, and posted in the pool/clubhouse areas.

Section 5. The monthly assessment is due the month after groundbreaking and the builder will pay a five-hundred (\$500.00) dollar security deposit. This money will be returned to the builder if no damages are incurred during the construction period.

ARTICLE IX **BOOKS AND PAPERS**

Section 1. The books, records, financial statements and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association and by the holders, insurers and guarantors of first mortgages secured by lots in the Properties. In addition, upon prior written request of a holder, insurer or guarantor of such a first mortgage, the Association shall provide such party with a financial statement for the preceding fiscal year.

ARTICLE X **CORPORATE SEAL**

Section 1. The Association shall have a seal in circular form having within its circumference the words: Spring Forest Homeowners Association, Inc.

ARTICLE XI **AMENDMENTS**

Section 1. These By-Laws may be amended at a regular or special meeting of the members, or by circulated ballot. An affirmative vote in

person, by signed ballot, or by signed absentee ballot of a majority of the total voting power of the Association, is required to approve the change.

Section 2. In the case of any conflict between The Articles of Incorporation and these By-Laws, The Articles shall control, and in the case of any conflict between The Declaration of Restrictions and Protective Covenants and these By-Laws, The Declaration shall control.

ARTICLE XII
MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 11th Day of April, 2023.

IN THE PRESENCE OF :

[Handwritten Signature]
[Handwritten Signature]

**SPRING FOREST HOMEOWNERS
ASSOCIATION, INC:**

By (s) [Handwritten Signature]
(President)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF HORRY

PERSONALLY appeared the undersigned witness and made oath that s(he) saw the within duly authorized Officer of Spring Forest Homeowners Association, Inc. sign, seal, and as his/her act and deed deliver the within Restatement and that deponent, with the other witness subscribed above, witnessed the execution thereof. Furthermore, the witnesses hereto are not a party to or a beneficiary of the transaction, signed the record as subscribing witness, and either witnessed the principal sign the record or witnessed the principal acknowledge the principal's signature on the record...

(s) [Handwritten Signature]

SWORN to me this 11th day of April, 2023

(s) [Handwritten Signature]

Notary Public for South Carolina
My commission expires: 10/15/31



**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470, CONWAY, SOUTH
CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Restrictions

DATE OF INSTRUMENT:

DOCUMENT SHALL BE RETURNED TO:

NAME: Joye Nappier Risher & Hardin LLC

ADDRESS:

3575 Highway 17 Business
Murrells Inlet, SC 29576-6176

TELEPHONE: (843) 357-6454

FAX: (843) 357-6454

E-MAIL ADDRESS: closings@inletlaw.com

Related Document(s): book **3199**, page **333**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

**BRIEF PROPERTY DESCRIPTION; Spring Forest Homeowner's Association, Inc. 2015 Forest Glen Dr. Murrells Inlet, SC
29576**

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO);

FULL BUSINESS NAME

1. **SPRING FOREST HOMEOWNER'S ASSOCIATION, INC.**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **SPRING FOREST HOMEOWNER'S ASSOCIATION, INC.**