

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

RESTATEMENT OF THE AMENDED  
DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
SPRING FOREST

WHEREAS, Spring Forest Homeowner’s Association, Inc (hereinafter “the Association”) is a South Carolina nonprofit corporation duly formed with the filing of Articles of Incorporation with the South Carolina Secretary of State on November 6, 1985;

WHEREAS, pursuant to the Declaration of Restrictions and Protective Covenants for Spring Forest (hereinafter “the Covenants”) dated November 12, 1985, recorded in Deed Book 1006 at Page 18, as amended by instrument recorded March 1, 1989 in Deed Book 2008 at Page 880, as amended by instrument recorded December 14, 2004 in Deed Book 2834 at Page 451, and as amended by instrument recorded on December 6, 2006 in Deed Book 3199 at Page 336 all recorded at the office of the Register of Deeds of Horry County, South Carolina in Conway, South Carolina it provides in Article XII, Section 2 that the Covenants can be amended by an instrument approved by the owners of not less than sixty-seven (67%) of the properties;

WHEREAS, not less than sixty-seven (67%) of the properties voted to further amend and restate the Covenants as provided in the attached Exhibit “A” and said vote was ratified by the Association Board of Directors on April 3, 2023;

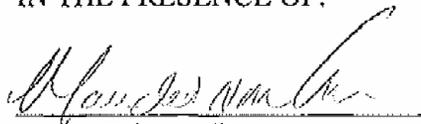
WHEREAS, the Restatement of the Amended Declaration of Restrictions and Protective Covenants for Spring Forest (hereinafter “the Restatement”) is hereby being certified by the President and the Secretary of the Association, for purposes of recording the Restatement with the Register of Deeds in Horry County, South Carolina.

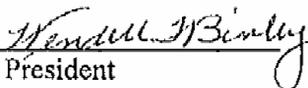
NOW, THEREFORE, the Covenants and all subsequent amendments thereto, are hereby further amended and restated as set forth in the Restatement attached hereto and incorporated herein as Exhibit “A”. To the extent that the terms and conditions of any previous Covenants or Amendments shall conflict with the terms and conditions of the Restatement, the Restatement shall control.

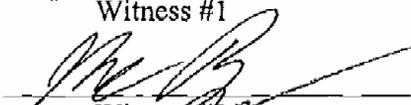
IN WITNESS WHEREOF, the Spring Forest Homeowners Association, Inc, by Wendell T Binley as its President and Natalie Kowolski as its Secretary hereby certify that the Restatement attached hereto as Exhibit “A” was duly adopted by owners of not less than sixty-seven (67%) of the properties.

IN THE PRESENCE OF:

SPRING FOREST HOMEOWNERS  
ASSOCIATION, INC

  
\_\_\_\_\_  
Witness #1

By:   
\_\_\_\_\_  
Its: President

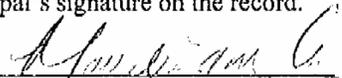
  
\_\_\_\_\_  
Witness #2/Notary



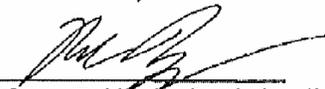
STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF HORRY            )

PROBATE AS TO SECRETARY

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.

  
Witness # 1

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

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

**Exhibit "A"**

**RESTATEMENT OF  
AMENDED DECLARATION OF  
RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR SPRING FOREST**

THIS AMENDED DECLARATION is made this 11th day of April, 2023 by the Spring Forest Homeowners Association, which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens (sometimes referred to as covenants and restrictions) hereinafter set forth. The original Declarations of the Restrictions and Protective Covenants for Spring Forest, dated November 12, 1985 and recorded in Deed Book 1006 at page 18, and any and all Amendments to that are null and void as a result of this Amended Declaration.

**ARTICLE I  
DEFINITIONS**

Section 1. Association shall mean and refer to Spring Forest Homeowners Association, Inc., a South Carolina not-for-profit corporation, its successors and assigns.

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

Section 3. Resident shall mean an eligible occupant of a property who may or may not be the Owner.

Section 4. Properties shall mean and refer to the Existing Property described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Declaration and brought Within the jurisdiction of the Association under the provisions of Article II hereof.

Section 5. Common Area shall mean all the real property owned by the Association for the common use and enjoyment of the Owners/Residents. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

ALL AND SINGULAR, -those certain pieces, parcels or tracts of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as Spring Forest Parkway, Conifer Court, Old Palmetto Road, Timber Row, Timber Court, Forest Glen Drive, Chicory Lane, including, Without limitation, all cui-de-sacs, all as shown upon a map prepared by Sur-Tech Incorporated of Spring Forest, Phase I dated January 24, 1985, and recorded November 12, 1985 in Plat Book 88 at page 35, records of Horry County, along With revisions recorded in Plat Book 96 at page 78, Plat Book 98 at page 30, Plat Book 102 at Page 39 and Plat Book 115 at Page 264.

Section 6. Lot shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map. In the event any Lot is increased or decreased in size by subdivision, the same shall nevertheless be and remain a Lot for the purpose of this Declaration. This definition shall not imply, however, that a lot may be subdivided if prohibited elsewhere in this Declaration.

Section 7. Member shall mean and refer to every person or entity that holds membership in the Association.

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**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**  
**AND WITHIN THE JURISDICTION OF THE**  
**SPRING FOREST HOMEOWNERS ASSOCIATION, INC.**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is located in Horry County, South Carolina, described as follows:

Being Lots 1 through 40 and 431 through 517 as shown on map of Spring Forest Phase I as shown upon a map by Sur-Tech Incorporated, dated January 24, 1985, and recorded in Plat Book 88 at page 35, records of Horry County, along with revisions recorded in Plat Book 96 at page 78, Plat Book 98 at page 30, Plat Book 102 at Page 39 and Plat Book 115 at Page 264.

Section 2. Additions/Deletions to Existing Property. Additional land may not be brought within the scheme of this Declaration or removed from the scheme of this jurisdiction without a 67% affirmative vote of the entire membership.

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. Each Lot shall entitle the Owner(s) of said Lot to one (1) vote in all Association elections and membership meetings. When more than one person owns an interest (other than lease-hold or security interest) in any Lot, all such persons shall be members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast per Lot.

**ARTICLE IV**  
**PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights and rights to use of the recreational facilities of an Owner for any period during which any assessment against his Lot remains unpaid for a period of sixty (60) days. Recreational facility shall include, without limitation, any club house or similar common area;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members, entitled to at least two-thirds (2/3), (or, in the case of dedication of streets and roads, four-fifths [4/5]) of the votes appurtenant to each Lot, agree to such dedication or transfer and signify their agreement by a signed and recorded written instrument, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements to public authorities or others for the installation and maintenance of sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when, in the sole opinion of such Board, such easements do not interfere with the use

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and enjoyment of the Properties or are necessary for the convenient use and enjoyment of the Properties;

- (c) The right of the Association, with the written assent of Members entitled to at least two-thirds (2/3) of the votes appurtenant to each Lot, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2. Public Easements. Fire, police, health, sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 3. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article IV may be exercised by members of the Owners' family who occupy the residence of the Owner within the properties;

(b) Guests. Recreational facilities situated upon the Properties may be utilized by guests of Owners subject to the rules and regulations of the Association, as may be established by its Board of Directors, governing said use.

**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot within the Properties, hereby covenants by acceptance therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges and;
- (b) Special assessments to cover unexpected emergencies/catastrophes, and Association assumed Owner's obligations. Such assessments to be established and collected as herein provided.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners/Residents of the Properties and for the acquisition, improvement and maintenance of properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Owners Obligations. Penalties and Liens. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association for such work and materials shall be a lien and charge against the Lot on which the work was done and the personal obligation of the Owner of such Lot.

Upon the Owners failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owners failure to do so shall be immediately due and owing from the Owner of the Lot and shall

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constitute a special assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.

Section 4. Date of Commencement of Annual Assessments and Due Dates.

- (a) The annual assessments provided for in this Article V shall commence on the first day of the month following the recording of these Covenants.
- (b) The annual assessments shall be payable in monthly installments as determined by the Board of Directors of the Association.
- (c) The Board of Directors may change the annual assessment amount at any time from any other assessment that is adopted. The assessment shall be for the calendar year, but that amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

Section 5. Duties of the Board of Directors.

- (a) The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot subject to the 'Associations' jurisdiction for each assessment period at least thirty (30) days in advance of such date or period, and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Any increase in the annual assessment applicable to any Lot, not to exceed an increase of fifteen (15%) percent over the immediately preceding years assessment, may be made by the Board of Directors without the consent or approval of the Members and any such increase that exceeds such fifteen (15%) percent shall be effective only if approved by at least two-thirds (2/3) of the votes appurtenant to each Lot.
- (b) Written notice of the annual assessment changes shall be sent to every Owner subject thereto.
- (c) The Association, through the action of the Board of Directors, shall upon demand, furnish to any Owner liable for a special assessment, a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.
- (d) The Association, through the action of the Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation and By Laws.

Section 6. Effect of Non-Payment of Assessment, the Personal Obligation of the Owner, the Lien, Remedies of the Association.

- (a) If the special assessments are not paid on the date when due (being the date specified in Section 3 hereof, or as otherwise specified by the Board of Directors), then such assessments shall become delinquent and shall, together with such penalties and interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs devisees, personal representatives, successors and assignees. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.
- (b) If the annual assessment is not paid within thirty (30) days after the due date, the assessment shall incur a late fee of fifteen dollars (\$15.00) per month for as long as the balance remains unpaid. The Association may bring action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the annual assessment is unpaid, or may pursue one or more of such remedies at the same time or successively. There shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. The Association shall be entitled to attorneys' fees in connection with any appeal of any

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such action.

- (c) If any special assessment is not paid within thirty (30) days after the due date, interest will be assessed at 1 1/2% per month on the unpaid balance and included in any claim of lien or judgment against the property.
- (d) In addition to the rights of collection of assessments stated in this Section 6, the Owner and all persons acquiring the title to or an interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operations of law and by judicial sales, the Owner/Resident shall not be entitled to the enjoyment and use of any recreational facilities until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7 of this Article;
- (e) It shall be the legal duty and responsibility of the Association, as represented by the Board of Directors, to enforce payment of the assessment hereunder.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article V shall be subordinate to the lien of any mortgage recorded prior to recording of the claim of lien, which mortgage encumbers the Lot to any institutional lender and which is now or hereafter placed upon any property subject to assessments; provided however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure).

Section 8. Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right to enter upon any Lot at reasonable hours on any day.

## ARTICLE VI ARCHITECTURAL COMMITTEE

Section 1. Function. The Architectural Committee is to preserve and maintain the aesthetic value of the Community in accordance with these Restrictions and Protective Covenants. No construction or alteration of any structure, building, wall, walkway, patio, deck, bulkhead or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications, including a location plan, have been submitted to and approved by the Architectural Committee. This includes external house painting but excludes landscaping .

Section 2. Owners Responsibility.

- (a) It is the responsibility of the Owner to ensure that all requested and approved painting, construction, alteration or improvement work shall be erected, placed or altered upon his/her premises in accordance with the plans, specifications, location plan and contract conditions approved by the Architectural Committee. All work is to be completed within six (6) months of the approval date, or re-application for approval is required.
- (b) All external house paint must be chosen from one of the following three paint charts that will be made available at the Spring Forest Homeowners Association Clubhouse where the Architectural Committee proposal box is located:
  - 1) the "Approved House Color Chart" agreed to by the Association in June, 2003; or
  - 2) The chart containing the shade variations of the colors in the 2003 chart which were previously permitted by the Association between 2018 and 2023; or
  - 3) The chart containing 32 approved colors from the "Sherwin-Williams Carolina Low Country Collection Color Chart"

All proposed paint color samples and house color schemes (house and trim colors) must be submitted for approval before work commences. Anyone desiring to repaint their house using the original/current house colors must first submit paint samples to the Architectural Committee for approval;

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- (c) All submittals must be made to the Architectural Committee on the forms available. All submittals are to be placed where directed by the Architectural Committee or mailed to the Architectural Committee at 2015 Forest Glen Drive, Murrells Inlet, South Carolina, 29576. No submittal will be accepted if made in any other manner. An Owner performing any work requiring Architectural Committee approval before such approval is acquired, will be subject to fines in accordance with Article X, Section 4.

Section 3. Duties. A majority of the Architectural Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Committee, and may, upon approval of the Board of Directors, employ personnel and consultants to act for it. The Committee shall meet every two (2) weeks to review all submittals received. The Architectural Committee shall act on each submittal within fifteen (15) days after receipt, or else the request shall be deemed approved. Requests and submittals shall, however, be in such form and contain such information as the Architectural Committee may require prior to action being taken. In the event of death, disability or resignation of any member of the Architectural Committee, the remaining members shall have full authority to designate a successor. The Architectural Committee shall annually produce a set of guidelines that will require Board of Directors approval before distribution to the Owners/Residents is allowed. These guidelines should not exceed the rules or regulations outside of these governing documents.

Section 4. Appeals. Any Owner may appeal the decision of the Architectural Committee provided that all parties involved comply with the decision of the Architectural Committee until such time, if any, as the Board of Directors amends or reverses the Architectural Committee's decision. Appeals petitions must be legibly written, state the grounds for appeal, and be submitted to the Board of Directors within fifteen (15) days of an owner's receipt of the Architectural Committee's decision. The Board of Directors shall act upon the appeal by amending, reversing or confirming the decision of the Architectural Committee within fifteen (15) days of receipt of the petition. Any Owner must exhaust this avenue of appeal prior to resorting to a court of law or equity for relief.

## ARTICLE VII USE RESTRICTIONS

Section 1. Land Use. All Lots shall be used for residential purposes only. No Lot may be subdivided or its boundaries changed where the result would be a decrease in the size of any Lot, without the written approval of the Board of Directors.

Section 2. Parking.

- (a) All Lots have parking spaces for a minimum of two (2) vehicles. Parking of any vehicles on lawns, by Owners/Residents or guests, is prohibited.
- (b) Commercial vehicles, campers, trucks and vans over 3/4 ton, recreational vehicles, trailers, boats, tractors or ATV's may not be parked or kept over night on any residential Lot; Exceptions are determined by the Board of Directors.
- (c) Parking for members or their guests for cars, trucks, motorcycles or golf carts may only be parked on a member's driveway, car port or garage.
- (d) Temporary parking is available at the Clubhouse parking lot and long-term parking is available in the RV Storage Area for the vehicles described above. Parking in these areas is at your own risk. Owners/Residents of vehicles parked in the RV area are required to identify such vehicles on a form provided by the Board of Directors for the purpose of insurance protection.

Section 3. Leases. Leasing or renting of property is strictly prohibited.

Section 4. Nuisance. No noxious, illegal or offensive activity shall be conducted upon any property, or in any dwelling, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any property or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes and provided they are not permitted to run unleashed on or about the Properties. Owners/Residents are required to pick up after their pets. Failure to do so will result in a fine in accordance with ARTICLE X, Section 3. No household may have more than two (2) pets.

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Section 6. Gardens. No fruit or vegetable gardens shall be permitted to be planted in the front yard areas of any property.

Section 7. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any property unless and until the Architectural Committee has granted permission for the same.

Section 8. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Board of Directors.

Section 9. Access to Property. In addition to easements granted elsewhere, the Board of Directors, their agents or employees, shall have access to all properties from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situate upon such property which serve another Owners property. The Association or its agent shall also have access to all properties at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Area or another property.

Section 10. Signs. No signs or other advertising devices shall be displayed upon any property which are visible from the exterior of the dwelling thereon or on the Common Area, or in the facilities thereon, without prior written permission of the Board of Directors. However, Owners may post "for sale" or other marketing related signs on their Properties until such time as it has been sold.

Section 11. Garbage Disposal. All garbage shall be stored upon the Owner's property in a garbage receptacle not visible from the front of the property. It is provided, however, that if the public health authorities, or other public agency, shall require a specific method of garbage disposal, nothing herein contained shall prevent the compliance by Owners/Residents with obligatory public rules and regulations.

Section 12. Antennas and Satellite Dishes. The installation of satellite dishes and antennas must comply with the provisions of the "Telecommunications Act of 1996" and Amendments thereto, as applicable. The installation of satellite dishes shall require the approval of the Architectural Committee. The Architectural Committee shall establish and maintain guidelines for the request and approval of such installations.

Section 13. Regulations. The Committees of the Association can amend or establish regulations governing the use of the Common Areas from time-to-time. These reasonable regulations shall be submitted to the Board of Directors for their approval. Upon approval of such regulations, copies shall be furnished to each member of the Association. At no time shall these rules and regulations supercede these Covenants.

Section 14. Fences. No fences (above ground or below ground i.e. electric fence) shall be permitted on any Lot or any part thereof.

Section 15. Vehicle Storage. No inoperative vehicle or vehicle in a state of noticeable disrepair shall be kept or stored upon any Lot or Common Area, nor may any repair work be done to any motor vehicle, boat or trailer upon any Lot or Common Area except for minor repair and preventive maintenance work.

Section 16. Water and Sewer Systems. No individual water or sewer system shall be installed on any Lot except pursuant to proper governmental regulations, provided further that if public water and/or sewer systems are available then, in such event, each Lot must be connected to same in lieu of any individual systems whatsoever. Water may not be diverted or taken from lagoon for yard maintenance or any other purpose.

Section 17. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 18. No mercury vapor or similar lights which are situated upon poles similar to street lights shall be permitted upon any lot.

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Section 19. Adult Community Status.

- (a) In order to restrict the properties to use as a retirement community, at least one occupant of each living unit must have attained an age of at least fifty-five (55) years **(HUD Requires at least 80% over fifty-five (55)).**
- (b) No children under eighteen (18) years of age shall be permitted to reside with an Owner/Resident. Children may however temporarily reside (visit) with an Owner/Resident for periods not exceeding thirty (30) days in a calendar year. The exception to this rule is the awarding of guardianship of a minor by Court Order.
- (c) An audit of all living units will be conducted annually to ascertain the percentage of "Over Fifty Five" Owners/Residents within the community. Results will be filed in the Association Office **(HUD Required).**
- (d) A sign shall be posted at the entry gate stating that Spring Forest is an "Over Fifty Five Community" **(HUD Required).**
- (e) The Board of Directors reserves the right to waive the requirements of sub-sections (a) and (b) above upon written request of an Owner/Resident, for personal, family hardship or other extenuating circumstances.

Section 20. No Timesharing. No lot or home thereon shall be the subject of any timesharing, interval ownership or similar scheme of sale or ownership.

Section 21. Awnings. Window awnings are not permitted.

Section 22. Propane Tanks. The use of propane tanks exceeding twenty (20) pounds shall not be permitted.

Section 23. No motorized vehicle shall be driven in the Spring Forest Community by anyone other than a person who is properly licensed to operate a motor vehicle on a road, including frontage, town, county or state roads. Owners of golf carts, motor scooters and similar vehicles must obtain the operational permit from the South Carolina Department of Motor Vehicles when required.

Section 24. Flags, Banners and Windsocks. The use of flags, banners and windsocks are limited to one each. American flags are exempt. Holiday displays are also exempt, but should be removed no later than 15 days after the holiday.

Section 25. Sales. Yard sales, estate sales or any other type of sale which is advertised or open to the general public are prohibited. Such sales violate the private nature of Spring Forest HOA and would require the "open public" use of our privately owned roads. An "open house" held by a South Carolina licensed realtor is still permitted.

Section 26. Carports. Carports must be kept free from clutter and debris.

Section 27. Owner/Resident Projects. When in doubt as to whether your project requires a written request, please submit a written request to the Architecture Committee for review.

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## ARTICLE VIII

### EASEMENTS

Section 1. Easements for the installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, cable television, electric power line, sanitary sewer and drainage facilities and for other utility installations are reserved as shown on the recorded Plat may be granted by the Association for the installation and maintenance of sewerage, cable, utility and drainage facilities over all Properties as provided in Article IV, Section 1 (b) of this instrument. Within any such easements, above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In addition, the Association shall have the continuing right (but not obligation) and easement to maintain all sewer and water lines located on the lots.

Section 2. There is reserved across the front of each lot an "Easement Area" as shown upon the survey map of the properties which represents that additional area needed for a street right-of-way should the Association elect to dedicate the abutting Common Area street or road to the public authorities, pursuant to Article IV Section I(b) above. By acceptance of a deed to a lot, every Owner, for him, her, and/or itself and him/her/itself, their respective heirs, successors and assigns, herein and hereby appoints the Association as such Owner( s) attorney-in- fact for the purpose of deeding, transferring and/or dedicating said "Easement Area" to the proper public authorities, their successors and assigns, for street dedication purposes pursuant to, and subject to, such terms and conditions, if any, as may be contained in the dedication agreement respecting the portion of the street or road which is comprised of a Common Area.

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**ARTICLE IX  
INSURANCE**

Section 1. Each Owner shall secure and maintain in full force and effect at such Owner's expense, one or more insurance policies insuring Owner's property, and the improvements thereon, for the full replacement value thereof against loss or damage from all hazards and risks normally covered by a standard "Extended Coverage" insurance policy, including fire and lightning, vandalism and malicious mischief and flood, if applicable. If fire, tornado or other casualty should damage the dwelling or other improvements, Owner shall repair or rebuild the dwelling or other improvements as soon as possible.

Section 2. Each Owner, at Owner's expense, shall secure and maintain in full force and effect comprehensive personal liability insurance for damage to person or property of others occurring on Owners property, any other property, or upon the Common Area, in an amount not less than One Hundred Thousand and No/100 (\$100,000.00) Dollars for each occurrence,

Section 3. The Association, as a common expense, shall take out and maintain the following insurance coverage's as well as any other coverage which the Board of Directors deems appropriate;

- (a) Comprehensive general liability insurance covering all Common Areas in an amount of at least Two Million and No/100 (\$2,000,000.00) Dollars for bodily injury and property damage for any single occurrence. Such policies shall contain a waiver of the right of subrogation against Members of the Association, its officers, agents and employees.
- (b) Hazard insurance protecting against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar projects including, without limitation, the standard "all risk" endorsement, in an amount equal to one hundred (100%) percent of the current replacements costs of all facilities owned by the Association, provided such coverage need not include land, foundations and other items usually excluded from such coverage.
- (c) The following endorsements<sup>1</sup>, if available:
  - 1) Agreed Amount and Inflation Guard Endorsement
  - 2) Construction Code Endorsement
- (d) Fidelity Bonds covering anyone handling Association funds (including any management agent hired by Association) naming Association as obligee, being in an amount equal to the maximum amount of funds that will be in the custody of the Association or agent at any time during the term of the bond, however, in no event, less than a sum equal to the sum of three (3) months assessments on all Lots plus the Associations reserve funds. Bond must provide for at least ten (10) days written notice to Association and to each service who services a FNMA mortgage before such bond can be canceled or substantially modified.

**ARTICLE X  
PENALTIES AND COMPLIANCE**

Section 1. Compliance by HOA. Every Spring Forest Homeowner Association rule and regulation must be submitted to the Board of Directors of the Association for approval. After the Board of Directors approves of the submitted document, the Board of Directors shall be responsible for registering said document as required by law with Horry County in South Carolina. All rules and regulations shall be reviewed annually and updated when needed with Horry County in South Carolina.

Section 2. Compliance by Owners. Every Owner/Resident shall comply with the restrictions and covenants set forth herein and any and all regulations pertaining to common areas, which from time to time may be adopted by the Board of Directors of the Association.

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Section 3. Enforcement. Failure of an Owner/Resident to comply with such restrictions, covenants or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof Failure of the Association to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter.

Section 4. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, or hired personnel to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to by mail, in writing or in person:

- (a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty or penalties should not be imposed.
- (b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors meeting.
- (c) Penalties: The Board of Directors may impose fines which become liens against the Owner's property as follows:
  - 1) First non-compliance or violation: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars.
  - 2) Second non-compliance or violation: a fine not in excess of Three Hundred and No/100 (\$300.00) Dollars.
  - 3) Third and subsequent non-compliance or violation which are of a continuing nature a fine not in excess of Five Hundred and No/100 (\$500.00) Dollars.
- (d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.
- (e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article V hereof
- (f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

## ARTICLE XI

### LENDERS NOTICES

Section 1. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number upon which it holds, insures or guarantees a first mortgage, any holder, owner or insurer of a first mortgage shall be provided with timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.
- (b) Any sixty-(60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners Association.
- (d) Any proposed action that requires the consent of a specified percentage or mortgage holders.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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Section 2. Amendment. These Amended Covenants and Restrictions shall run with and bind the land for a term of thirty (30) years from the date this Amended Declaration is recorded after which time they shall be automatically extended for successive periods often (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument approved by the Owners of not less than sixty-seven (67%) percent of the properties. Any amendment must be properly recorded, For the purpose of this section, additions to the existing property, as provided in Article II, Section 2 hereof, shall not be deemed an "Amendment".

IN WITNESS WHEREOF; the undersigned have hereunto set their hands and seals, the date and year first above written.

**IN THE PRESENCE OF :**

[Signature]  
[Signature]

**SPRING FOREST HOMEOWNERS  
ASSOCIATION, INC:**

By (s) [Signature]  
(President)

**STATE OF SOUTH CAROLINA  
COUNTY OF HORRY**

**PROBATE**

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) [Signature]

SWORN to me this 11th day of April, 2023

(s) [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 1366, page 508

**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.

# **ADDENDA**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

**FIRST AMENDMENT TO  
RESTATEMENT OF THE AMENDED  
DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
SPRING FOREST**

WHEREAS, Spring Forest Homeowner’s Association, Inc (hereinafter “the Association”) is a South Carolina nonprofit corporation duly formed with the filing of Articles of Incorporation with the South Carolina Secretary of State on November 6, 1985;

WHEREAS the Declaration of Restrictions and Protective Covenants for Spring Forest (hereinafter “the Covenants”) dated November 12, 1985, recorded in Deed Book 1006 at Page 18, as amended by instrument recorded March 1, 1989 in Deed Book 2008 at Page 880, as amended by instrument recorded December 14, 2004 in Deed Book 2834 at Page 451, and as amended by instrument recorded on December 6, 2006 in Deed Book 3199 at Page 336, all of which were recorded at the office of the Register of Deeds of Horry County, South Carolina in Conway, South Carolina were restated by the Restatement of the Amended Declaration of Restrictions and Protective Covenants for Spring Forest (hereinafter “the Restatement”) dated April 11, 2023 and recorded on April 12, 2023 at the Office of the Horry County Register of Deeds in Conway, South Carolina in Deed Book 4666 at Page 1046;

WHEREAS it provides in Article XII, Section 2 of the Restatement that the Covenants can be amended by an instrument approved by the owners of not less than sixty-seven (67%) of the properties;

WHEREAS, at the Annual meeting of the owner held on November 13, 2023, not less than sixty-seven (67%) of the properties voted to amend the Restatement as more fully set forth below;

WHEREAS, the First Amendment to the Restatement (“First Amendment”) is hereby being certified by the President and the Secretary of the Association, for purposes of recording the First Amendment with the Register of Deeds in Horry County, South Carolina.

NOW, THEREFORE, the Restatement is hereby amended as follows:

Article VI, Section 2 (b) is hereby replaced with the following language:

**“ALL external house paint must be chosen from one of the following three paint charts that will be made available at the Spring Forest Homeowners Association Clubhouse where the Architectural Committee proposal box is located:**

- 1) the “Approved House Color Chart” agreed to by the Association in June, 2003; or**
- 2) The chart containing the shade variations of the colors in the 2003 chart which were previously permitted by the Association between 2018 and 2023; or**
- 3) The chart containing 32 approved colors from the “Sherwin-Williams Carolina Low Country Collection Color Chart.**

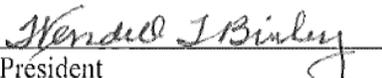
All proposed paint color samples and house color schemes (house and trim colors) must be submitted for approval before work commences. Anyone desiring to repaint their house using the original/current house colors must first submit paint samples to the Architectural Committee for approval;"

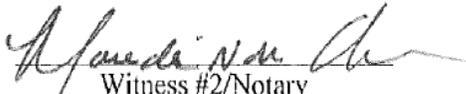
IN WITNESS WHEREOF, the Spring Forest Homeowners Association, Inc, by Wendell T Binley as its President and Natalie Kowolski as its Secretary hereby certify that this First Amendment to Restatement was duly adopted by owners of not less than sixty-seven (67%) of the properties.

IN THE PRESENCE OF:

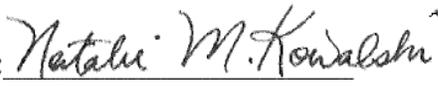
SPRING FOREST HOMEOWNERS  
ASSOCIATION, INC.

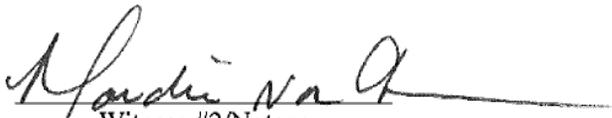
  
Witness #1

By:   
Its: President

  
Witness #2/Notary

  
Witness #1

Attest:   
Its: Secretary

  
Witness #2/Notary

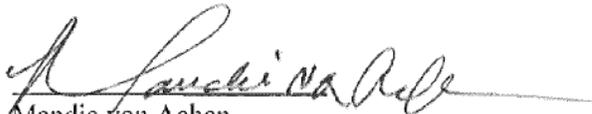
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

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 First Amendment to 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.

  
Witness # 1

SWORN to before me on this  
28<sup>th</sup> day of November, 2023

  
Mandie von Achen  
Notary Public for South Carolina  
My Commission Expires: 10/17/2033

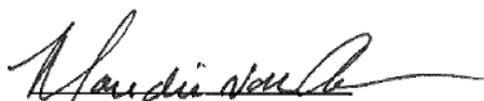
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE AS TO SECRETARY

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 First Amendment to 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.

  
Witness # 1

SWORN to before me on this  
28<sup>th</sup> day of November, 2023

  
Mandie von Achen  
Notary Public for South Carolina  
My Commission Expires: 10/17/2033

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: Amendment Deed Book

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 **4666**, page **1046**

**PURCHASE PRICE / MORTGAGE AMOUNT: \$,**

**BRIEF PROPERTY DESCRIPTION;** 2015 Spring Forest Glen Drive

**TAX MAP NUMBER (TMS #) 1941801132 / 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.