

419584

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE "WILLOW SPRINGS" COMMUNITY

FILED  
HORRY COUNTY, S.C.  
2003 SEP 05 PM 2:27  
REGISTER OF DEEDS

This Declaration made this 5<sup>th</sup> day of September, 2003, by Coastal Land and Timber, Inc., a South Carolina Corporation, hereinafter called the Developer.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in Horry County, South Carolina, described in Exhibit "A" attached hereto and desires to create thereon a planned community with easements, roadways for ingress and egress, access facilities for the benefit of said community; and,

WHEREAS, the Developer desires to provide for the preservation and enhancement of the environment, property values, amenities and opportunities in said community and for the maintenance of the property and improvements thereon and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, reservations, charges and liens hereinafter set forth each and all of which is and for the benefit of said property and each owner thereof; and,

For the efficient preservation of the values and amenities of said community, the Developer shall cause to be established the Willow Springs Property Owners' Association of North Myrtle Beach, Inc., a non-profit Corporation, and hereby delegates and assigns to it powers of owning, maintaining and administering the common properties, amenities, and facilities and enforcing the covenants and restrictions, collecting and disbursing the assets and charges hereinafter created and promoting the recreation, health, safety and welfare of the residents and preserving the natural and man-made environment.

NOW, THEREFORE, Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEED  
2641 1265

Definitions

"Declaration" shall mean covenants, conditions and restrictions and other provisions herein set forth in this entire document as the same may from time to time be amended.

"Association" shall mean and refer to the Willow Springs Property Owner's Association of North

1265

Myrtle Beach, Inc., its successors and assigns.

"Developer" shall mean and refer to Coastal Land and Timber, Inc., a South Carolina Corporation, its successors and assigns.

"Declarant" shall mean and refer to Coastal Land and Timber, Inc., a South Carolina Corporation, its successors and assigns.

"General Plan of Development" shall mean the plan which shall represent the total general scheme and general use of the land and property as described herein.

"Common Areas" shall mean and refer to those areas of land now or hereafter conveyed to the Association including, but not limited to, access lots for recreational use and access by the Owners.

"Lot" shall mean and refer to the plots of land conveyed by the Developer from the tract described on Exhibit "A" to individual owners, with the exception of common areas as hereinabove referred to.

"Assessable Unit" shall mean and refer to each lot which has or may be conveyed to an owner who is not the Developer.

"Owner" shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any lot including contract sellers but excluding persons or entities of the fee simple title to any lot including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

"Member" shall mean and refer to any owner, any occupant and the Developer.

"Parcel" shall mean and refer to any lot conveyed to an owner in the subdivision.

## **ARTICLE II**

### **Property Subject to This Declaration**

**Section 1. Property.** The real property which is and shall be held, transferred, sold and conveyed and occupied subject to this Declaration is located in Horry County, South Carolina and is described in Exhibit "A".

**Section 2. Access Road - Easement of Right-of-way.** The Developer hereby dedicates to the Association an easement of right-of-way for ingress and egress which easement shall extend over the roadways as indicated on the subdivision plat prepared by Robert A. Warner & Associates, Inc. dated June 27, 2003 and recorded in Plat Book 191, Page 38, Horry County records. It is understood that these roads will be dedicated to the City of North Myrtle Beach.

## **ARTICLE III**

### **Common Areas**

**Section 1. Obligations of the Association.** The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the management and control of the common areas and all improvements thereon, including lot and easements of ingress and egress to all interior lots in the subdivision and shall keep the same in good, clean, attractive and sanitary order and repair and in compliance with standards set by the Board of Directors of the Association. Maintenance costs of the common areas and roads shall be borne on an equal basis by all owners of lots in the subdivision and upon the purchase of one or more lots the owner-member shall be responsible for maintenance and upkeep of the common area in proportion to the amount of property owned by him. All successors and assigns of the original owner shall be bound to pay all costs of the common areas based upon his or her percentage of ownership in the same manner as the original.

**Section 2. Damage or Destruction of Common Areas by Owner.** In the event any common area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby authorize and direct the Association to repair the damaged area; the Association shall repair said damaged area in as good workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association or the Developer in the discretion of the Association. The amount incurred for such repairs shall become a special assessment upon the lot of the owner and if remaining unpaid after thirty (30) days from date of assessment, shall become a lien against said lot.

**Section 3. Roadways.** The Developer will provide permanent right of way not less than twenty-five (25') feet in width for ingress and egress as set forth on the subdivision plat prepared by Robert A. Warner & Associates, Inc. dated June 27, 2003 and recorded in Plat Book 191, Page 38, Horry County records, for the convenient access to and from the property. The Developer will maintain the roads for the private use of the members of the subdivision for a period not to exceed one (1) year from the date hereof. In no event will the Developer be responsible for the maintenance of the roads for a period of time greater than one (1) year from the date hereof and should the same not be dedicated prior to that time the Owners Association shall provide the ongoing maintenance.

## **ARTICLE IV**

### **Restrictions**

**Section 1.** It is the intent and purpose of the Developer to divide the tract of land as described in Exhibit "A" into twenty six (26) single family lots and shall be designated as "The Willow Springs

Community" and shall be retained by the Developer for future sale and use. A subdivision plat of the premises has been filed by the Developer and restrictions shall be imposed on each lot. Not more than one home shall be erected on any lot and all lots shall be subject to the general restrictions as hereinbelow set out.

- (a) **Approval of Plans.** No structure of any nature including, but not limited to, storage house, cabanas or fences shall be erected, altered or placed on any residential lot until the building plans including exterior design, specifications, and plans showing the location of such structure on the lot have been approved in writing by the Developer, its successors or assigns who must give written answer to any request for approval within thirty (30) days from the date of receipt of said request and should the request be disapproved, the reason or reasons for such disapproval must be stated in full. However, refusal to approve said plans, location or specifications by the Developer may be based on any grounds, which in the sole and un-contradicted discretion of the Developer shall seem sufficient.

## ARTICLE V

### General Restrictions

The following restrictions shall apply to lots located in "The Subdivision".

**Section 1.** All lots on said property shall be used for residential purposes.

**Section 2. Subdivision of Property.** Lots within the subdivision shall not be subdivided or reduced without the written consent of the Developer during the time that the Developer retains ownership to any portion of the subdivision herein referred to. Upon complete sale of all lots by the Developer the written consent herein referred to shall be required of the Association.

**Section 3. Offensive Activity.** No business or commercial activity shall be conducted or operated on this property and no noxious or offensive activity shall be carried on thereupon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision property owners. No animals or fowl which shall constitute an annoyance or nuisance or cause unsanitary conditions or any undesirable situation to any neighboring property owner shall be maintained on the property. Provided, however, that Developer specifically reserves the right to erect model units and to conduct sale activities therefrom in the subdivision.

**Section 4. Private Residential Dwelling.** No camper, mobile home or move-in structure shall be erected, altered or placed on any of the lots in this subdivision other than a stick built single family dwelling. In addition, no leasing or rental of any dwelling shall be permitted having a duration of less than three (3) months.

**Section 5. Residential Set Backs.** There has been established by the City of North Myrtle Beach, certain building setbacks and which are presently twenty-five (25') feet front, ten (10') feet

sides, and twenty (20') feet rear.

**Section 6. Unsightly Objects.** No exposed garbage containers or other unsightly objects are to be erected or maintained except where they are screened from street or general view. In addition, no abandoned or inoperable vehicles will be permitted to remain on the premises for a period of more than thirty (30) days.

**Section 7. Signs.** No billboards or signs shall be erected on any lot or posted on any building thereon except for "For Sale" or "For Rent" signs provided, however, that the size shall not exceed two feet by two feet. No "For Sale" signs are allowed on any vacant lot.

**Section 8. Motor Bikes or Motorcycles.** The operation of any motorbike, motor scooter or motorcycle shall be limited to the roads and streets as set forth in the subdivision.

**Section 9. Easements.** The Developer so long as he shall own lots in the subdivision and subsequently the Association reserves rights-of-way along all roadways and common areas. The City of North Myrtle Beach, electric power company, cable company, telephone company, and if applicable, gas company, shall share in utility easements thirteen (13') feet in width along road fronts from back of curb; and, also in drainage areas indicated on the recorded subdivision plat.

**Section 10. Protection of Trees.** No trees (6 inches in diameter or larger at ground level) may be removed without the written approval of the Developer so long as he shall own any lot in the subdivision and subsequent thereto by the Association unless located within ten (10') feet of the main dwelling or access structures.

**Section 11. Hunting.** No hunting of any kind or type will be permitted within the confines of the subdivision.

**Section 12. Construction.** When ground is broken for construction of a home, construction must be completed within nine (9) months of commencement, with the front yard sodded and landscaped, or a penalty of \$20.00 per day will ensue.

**Section 13. Sitting on Lot.** To assure that buildings and other structures will be located with regard to the topography of each Lot taking into consideration the location of trees and other aesthetic and environmental considerations, the Declarant reserves unto itself, its successors and assigns, the right to control and to decide solely (so long as (a) its decisions are not arbitrary and capricious; and, (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures on any Lot, notwithstanding any setbacks or other matters shown on any recorded plats and as such may determine the direction of houses on corner lots. Declarant may alter or adjust setback lines as it deems necessary.

The location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site.



**Section 14. Elevated Structure Requirement.** If a home is to be elevated (pilings) for parking or storage underneath, the lower level must be totally disguised from the street, so as to appear as a lower level to the dwelling itself, except for the garage doors.

**Section 15. Dwelling Specifications.** No dwellings shall be erected on any Lot unless its plans and specifications have been approved by Declarant and unless it contains no less than:

- (a) Lots fronting waterway: 1600 total square feet of Heated Living Space, with a minimum of 1000 on the 1st habitable floor;
- (b) Lots on Heron Pond: 1500 total square feet of Heated Living Space, with a minimum of 1000 on the 1st habitable floor;
- (c) All other lots: 1400 square feet of Heated Living Space, with a minimum of 900 on the 1st habitable floor.

**Section 16. Exterior Siding.** Each home shall be of either brick, stucco, wood, or similar siding (such as Hardi-Plank). Horizontal Aluminum or Vinyl siding is prohibited.

**Section 17. Certain Vehicles Prohibited From Lots.** No tractor-trailers or mobile homes, motorcycles, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, large commercial vehicles, boat trailers, or boats shall be kept, stored or parked overnight on any Lot, Common Properties or street within the Subdivision, except that the storage of motorcycles, boat trailers and boats is permitted if inside a closed garage or if adequately screened from view. Screening must be approved by the Architectural Review Board.

**Section 18. Altering Lakes or Wetlands Prohibited.** No Owner of a Lot adjoining any lake(s), pond(s), waterway or other wetland on the Property shall alter the wetlands without Declarant's written permission and the approval of all required governmental and regulatory agencies.

**Section 19. Mailboxes.** All mailboxes or other receptacles for receiving newspapers, mail and other communications shall be uniform throughout the Subdivision and must be acquired from the Declarant or the Property Owners Association.

**Section 20. Fences.** No fencing shall exceed six (6') feet in height and shall be of a material approved by Developer. Chain link fencing is prohibited. All fencing along Chestnut Avenue, constructed by the Developer, cannot be altered or added to in height. The exterior fencing (facing the street) shall be maintained by the Association.

**Section 21. Parking and Garages.** No Owner shall park, or allow to be parked, autos or other vehicles on the yards or other non-driveway portions of a Lot. Autos and other vehicles shall not be parked on the streets except when temporary visitors require such parking. Each house shall have an enclosed garage with garage doors, which are able to be opened for parking vehicles. Each house shall provide a paved concrete driveway and concrete off-street parking for at least two (2)

automobiles.

**Section 22. Sidewalks.** During the construction of each dwelling house on the Property, the Owner shall construct, at its sole expense, a sidewalk along the front of the Lot, said sidewalk to meet the following criteria:

- (a) The sidewalk shall run the entire width of the lot from lot line to lot line, with appropriate transitional breaks for driveways or other paved sidewalks;
- (b) The sidewalk shall be a uniform width of forty-two (42") inches with a uniform depth of four (4") inches on top of a compacted earthen base or sub-grade;
- (c) The sidewalk shall be constructed of 3000 psi concrete with appropriate expansion joints or other similar features as approved by Declarant or the Architectural Review Board;
- (d) The sidewalks shall be constructed adjacent to and abutting the back of curbs in a location approved by Declarant or the Architectural Review Board.

**Section 23. Special Hazards.** Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including, but not limited to, its proximity to any Common Properties or bodies of water. Specifically, the Declarant does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of any lake or body of water, and all ditches, streams, waterways, lakes, lagoons or other bodies of water located in the Subdivision or adjacent to the Subdivision.

**Section 24. Additional Restrictions On Lakes and Drainage Areas.**

- (a) All boating and swimming activities in lakes and lagoons on the Property shall be prohibited without the consent of the Board of Directors of the Association.
- (b) No Owner other than Declarant, may pump water from, add water to, drain or in any other way interfere with the water in the lakes(s) and drainage areas on the Property. All Owners of lots adjacent to the lakes(s) shall properly maintain the lakefront on its lot including, but not limited to, keeping underbrush, grass and other plants cut and neat. No such Owner shall dig, dredge, or enlarge the lake, or fill to reduce the size of the lake. In the event any such Owner fails to comply with this paragraph the Association may enter upon his lot and perform the Owner's duties, and the Owner shall be responsible to the Association for all costs associated therewith.
- (c) No docks or other similar structures may be built on, above or adjacent to the Lake without the express written consent of the Declarant, its successors or assigns, the Association Review Board or Board of Directors, which may refuse such permission for any reason.

- (d) All purchasers of lots adjoining lakes, or any drainage feature, assume all hazards and risks normally associated with water and water action including, but not limited to, the hazards of children, animals and property.

**Section 25. Additional Covenants or Modification of Existing Covenants.** The Developer may include in any contract or deed additional covenants and restrictions that are consistent with and which do not lower the standards of the covenants and restrictions set forth herein.

**Section 26. Right of Modification.** The covenants and restrictions hereinabove expressed or any covenant and restriction hereinafter promulgated in accordance with the paragraph above shall be for the specific benefit of the Developer which reserves the right to change the same at its discretion.

**Section 27. Compliance.** In the event of a violation or breach of any of the restrictions by any property owner or agent, guest or invitee, the Developer or the Owners Association and/or Individual Lot Owners shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach. In addition to the foregoing, the Developer, or the Owners Association shall have the right whenever there shall have been built or placed on any lot in the subdivision any structure which is in violation of these restrictions to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement of removal shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restriction in this Declaration contained shall in no way affect any of the other restrictions but they shall remain in full force and effect.

**Section 28. Insurance and Casualty Losses.**

- (a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property, casualty liability and other insurance, in such form as the Board deems appropriate, for the benefit of the Association. The cost of such insurance shall be a common expense.
  - (1) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed the provisions hereinafter set forth.
- (b) All policies on the Common Areas shall be for the benefit of Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Neighborhood shall be for the benefit of the Owners and Mortgagees of their Lots within the Neighborhood.
- (c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no



mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

- (d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be bought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.
- (e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Horry County, South Carolina area.
- (f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
  - (1) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;
  - (2) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;
  - (3) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owner;
  - (4) that no policy may be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;
  - (5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
  - (6) that no policy may be canceled or substantially modified without at least ten (10) days; prior written notice to the Association.

## **ARTICLE VI**

### **Membership and Voting Rights**

**Section 1.    Membership.**        Every person or entity who is a recorded fee simple owner of

any lot, which is subject to this Declaration including contract sellers, shall be an Owner-Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

**Section 2. Voting Rights.** The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. The classes of membership shall be as follows:

**Class A.** Class A members shall be all Owners excepting the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership pursuant to the Declaration. When more than one person holds such interest or interests in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**Class B.** The sole Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to total votes in an amount equal to twice the number of Class A votes plus one. The Class B membership shall cease and become converted to Class A membership upon the conveyance to Lot Owners of all Lots subject to the Declaration, or December 31, 2006, whichever first occurs. In addition, Declarant may terminate the Class B membership upon written notice to the Association.

When a purchaser of an individual Lot or Lots takes title thereto from the Declarant, he automatically becomes a Class A member.

## ARTICLE VII

### Covenants for Maintenance

**Section 1. Assessments.** The Developer hereby covenants and each Owner of any lot by acceptance of a deed hereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Owners Association such assessment and charges established herein and pay in the manner hereinafter provided. All such assessments together with interest hereon and costs of collection thereof as hereinafter provided shall be charged on the land and shall be a continuing lien upon the property. Each assessment together with interest thereon and costs of collection thereof shall also be the personal obligation of the person who was owner of such property at the time when the assessment fell due.

**Section 2. General Assessment.** The general assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the lot owners and in particular for the improvements, maintenance and/or replacement of same. Certain amenities have

been constructed/installed in easement areas, on individually owned lots and on city-deeded property, but will be maintained by the Willow Springs Property Owners Association.

There has also been an easement created on both Lots 23 and 25 to establish a small park forty (40') feet in width.

**Section 3. Annual Assessments.**

- (a) The Developer shall develop the annual assessment for the portion of the calendar year remaining from the date of dedication;
- (b) From and after January 1st of the year immediately following the commencement of assessments each year the Board of Directors of the Association shall have authority to establish the general assessment.

**Section 4. Method of Assessment.** By a vote of a majority of the directors, the Board shall fix the annual general assessment upon the basis provided that the General Assessment shall be sufficient to meet the obligations imposed by this Declaration. The Board shall set the date such assessment shall become due.

**Section 5. Special Assessment.** In addition to the annual general assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year and payable as determined by the Board of Directors. Such payment to be made in accordance with the terms and conditions set forth in the Special Assessment levy for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair, replacement or refinancing of a capital improvement upon the common areas.

**Section 6. Date of Commencement of Annual Assessment.** The first annual general assessment of any assessable unit (lot) shall commence on and be pro-rated to the first day of the month in which it is purchased provided it becomes an assessable unit during the first fifteen (15) days of that month; otherwise, the first annual general assessment shall be pro-rated to the first day of the following month; except that no assessment within a parcel shall commence until the first day of that month following conveyance of the first lot to an owner.

**Section 7. Effect of Non-payment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate of no greater than twelve (12%) per cent per annum, provided, however, that the Board may waive such interest for good cause shown. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Upon default in the payment of any one or more installments, the Association may accelerate payments and declare the entire balance of said assessment due and payable in full plus interest and costs of collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

**Section 8. Subordination of the lien to Mortgages.** The lien of the assessments provided

for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or the proceedings in lieu thereof shall extinguish the lien of such assessment as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments, which thereafter becomes due or from the lien thereof.

**Section 9. Exempt Property.** The following property subject to the Declaration shall be exempt from assessment, charges and liens created herein: (1) All properties exempt from taxation by state and local government upon the terms and to the extent of such legal exemptions. Notwithstanding any of the provisions herein no land or its improvements devoted to dwelling use shall be exempt from any said assessments, charges or liens. All lots owned by Developer up to one (1) year from the sale of the first (1st) lot will be exempt from property owner's assessments.

## ARTICLE VIII

### General Provisions

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the twenty (20) year term or any ten (10) year extension period, the covenants and restrictions are expressly terminated by an instrument signed by the Developer, until such time as the Developer shall no longer own any lot in any of the Sections and then by not less than two-thirds of the then Lot owners. Any such termination must be recorded.

**Section 2. Recordable.** This instrument shall be placed on the records of the Office of Clerk of Court of Horry County, South Carolina prior to the sale of any residential lots in the project. In addition, each deed of conveyance of lots shall contain a clause as follows:

"I, the undersigned as purchaser of the above lot described in this deed, acknowledge existence of those certain Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Clerk of Court of Horry County in Deed Book 2641 at Page 1265 and do hereby confirm by acceptance of this deed all of the terms and conditions thereof."

Said deed shall be acknowledged by the grantee in writing and shall be binding upon all parties thereto.

**Section 3. Amendment.** This Declaration and the restrictions contained therein may be amended at any time by an instrument signed by the Developer until such time that the Developer shall no longer own a lot in any Section of the subdivision and after the Developer has sold all of the lots the Association may also amend with written approval by not less than two-thirds of the then Lot owners. Any such amendment must be recorded.

IN WITNESS WHEREOF, the undersigned being the Developer herein has hereunto set its Hand and Seal this 5<sup>th</sup> day of September, 2003.

Witnesses:

Lori W. Jennelle  
Paul Carman

~~Coastal Land and Timber, Inc~~

John T. Sheahan  
By: John T. Sheahan  
Its: President

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF HORRY )

Personally appeared before me the undersigned witness, who being duly sworn says that he/she saw the within named Coastal Land and Timber, Inc., by John T. Sheahan, Its President and Secretary, sign, seal and as his/her act and deed deliver the within Declaration for the uses and purposes therein mentioned and that he/she with the other subscribing witness, witnessed the execution

(SEAL)

Paul Carman

Notary Public of South Carolina

My Commission Expires: 8/4/09



EXHIBIT "A"

PARCEL ONE:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the Cherry Grove Section of the City of North Myrtle Beach, Horry County, South Carolina, and being described as that 7.61 acre tract, as shown on that certain Plat prepared for Waccaway Farms, LLC, and Margaret Meares, by Lloyd R. Walker, RLS, dated February 12, 2002, and recorded in Plat Book 182 at Page 140, Horry County records.

This being a portion of the identical property conveyed to the Grantor, Waccaway Farms, LLC, by deed recorded in Deed Book 2463 at Page 1204, aforesaid records.

TMS: 144-04-08-009

Map

Blk

Parcel

9/16/03 *ja*

PARCEL TWO:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the Cherry Grove Section of the City of North Myrtle Beach, Horry County, South Carolina, and being described as that 1.06 acre tract, as shown on that certain Plat prepared for Columbus Investment Corp., by Lloyd R. Walker, RLS, dated January 18, 2002, and recorded in Plat Book 182 at Page 141, Horry County records.

This being a portion of the property conveyed to the Grantor, Columbus Investment Corporation, by deed recorded in Deed Book 337 at Page 457, Horry County records, Conway, South Carolina.

TMS: 144-04-08-062

Map

Blk

Parcel

9/16/03 *ja*

PARCEL THREE:

ALL THAT CERTAIN ten (10') foot drainage easement as shown on a plat of Oak Grove Acres (Revised), prepared by C. B. Berry, RLS, dated May 23, 1964, and recorded in Plat Book 40 at Page 59, Horry County records. Said easement also being shown on a plat prepared by Lloyd R. Walker, RLS, dated December 6, 2001, and recorded in Plat Book 182 at Page 141, aforesaid records, and more particularly described by metes and bounds as follows:

Beginning at an iron pin at the junction of the Southwestern property line of 1.06 acres and 20th Avenue North; thence along 20th Avenue North, South 8° 59' 55" East, 10.05 feet to a pin; thence North 75° 08' 28" East, 260.78 feet to a pin; thence North 14° 51' 32" West, 80 feet to a pin; thence South 75° 08' 28" West, 60 feet to a pin; thence South 14° 51' 32" East, 80 feet to a pin; thence South 75° 08' 28" West, 249.75 feet to the point and place of beginning.

This being a portion of the property conveyed to John H. Nye from Gloria N. Perrone by Deed recorded in Deed Book 284 at Page 4, Horry County records, Conway, South Carolina.

TMS: Portion of 144-04-08-009 and 144-04-08-062

**BY-LAWS  
OF  
"WILLOW SPRINGS" PROPERTY OWNERS ASSOCIATION  
OF NORTH MYRTLE BEACH, INC.**

**A non-profit Corporation under the laws  
of the State of South Carolina**

**1. IDENTITY:**

These are the By-Laws of Willow Springs Property Owners Association of North Myrtle Beach, Inc., a non-profit corporation existing under the laws of the State of South Carolina which has been organized for the purpose of administering the Declaration of Covenants, Conditions and Restrictions, Rules and Regulations of a residential subdivision identified by the name of Willow springs and is located upon the lands in Horry County, South Carolina, described in the Declaration of Covenants, Conditions and Restrictions hereinbelow referred to in Paragraph 1 (b).

Said property being subject to restrictions, reservations, covenants, rights-of-way and easements of record including, but not limited to, those shown upon the above map.

- (a) The property includes the lands and buildings and all improvements and structures thereon located in Horry County, South Carolina, known as Willow Springs Subdivision.
- (b) The provisions of these By-Laws are applicable to the Subdivision and the terms and provisions, hereof expressly subject to the effects and terms, provisions, conditions, and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Covenants, Conditions and Restrictions dated 5th day of September, 2003, recorded in the Office of the Clerk of Court for Horry County in Deed Book 2641 at Page 1265, hereinafter called the "Declaration", as amended by Supplements to the Declaration of Covenants, Conditions and Restrictions.
- (c) All present and future owners, tenants and future tenants, or their employees, or any other person that might use the property contained in said Subdivision, or any of the facilities thereof in any manner are subject to the regulations set forth in these By-Laws and in the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions.
- (d) The offices of the Association shall be North Myrtle Beach, South Carolina, or such other place as the Board of Directors may deem fit from time to time.
- (e) The fiscal year of the Association shall be calendar year.
- (f) The seal of the Association shall bear the name of the Association, and the words "South Carolina", the words "Corporation Not for Profit", and the year of incorporation.

- (g) The Developer, Coastal Land and Timber, Inc., reserves the right to develop the above described real estate as single family residential lots.

**2. MEMBERSHIP, VOTING, QUORUM, PROXIES:**

- (a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Articles of Incorporation which are incorporated herein by reference.
- (b) A quorum at members' meetings shall consist of persons entitled to cast a majority (51% of the outstanding stock) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.
- (c) The vote of the owners of a dwelling owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the dwelling and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.
- (d) The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. The classes of membership shall be as follows:

Class A. Class A members shall be all Owners excepting the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership pursuant to the Declaration. When more than one person holds such interest or interests in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The sole Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to total votes in an amount equal to twice the number of Class A votes plus one. The Class B membership shall cease and become converted to Class A membership upon the conveyance to Lot Owners of all Lots subject to the Declaration, or December 31, 2006, whichever first occurs. In addition, Declarant may terminate the Class B membership upon written notice to the Association.

When a purchaser of an individual Lot or Lots takes title thereto from the Declarant, he automatically becomes a Class A member.

- (e) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.
- (f) Approval or disapproval of a dwelling owner upon any matters, whether or not the subject of an association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.
- (g) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration, or where the same may be otherwise required by Law, the affirmative vote of the owners of a majority of the dwellings represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

### **3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP:**

- (a) The Annual Members' Meeting shall be held at the office of the Association at 10:00 a.m. Eastern Daylight Savings Time, on the third Saturday in October of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.
- (b) Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the Association owning a majority of the dwellings.
- (c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other Officers of the Association in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within such time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to each member. If any members' meeting cannot be organized because a quorum has not been attended, or because the greater percentage of the membership required as set forth in the Articles of Incorporation, these By-laws or the Declaration, the members who are present, either in

person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

- (d) At meetings of membership, the President shall preside, or the absence of him, the membership shall select a Chairman.
- (e) The order of business at Annual Members' Meetings, and, as far as practical, at any other Members' meeting, shall be:
  - 1. Calling of the roll and certifying of proxies;
  - 2. Proof of notice of meeting or waiver of notice;
  - 3. Reading of minutes;
  - 4. Reports of Officers';
  - 5. Reports of Committees;
  - 6. Appointment of Chairman of Inspectors or Elections;
  - 7. Election of Directors;
  - 8. Unfinished Business;
  - 9. New Business;
  - 10. Adjournment

#### **4. BOARD OF DIRECTORS:**

- (a) The first Board of Directors of the Association and succeeding Boards of Directors shall consist of five (5) persons. At least a majority of the Board of Directors shall be members of the Association or shall be authorized representatives, officers or employees of a corporate member of the Association. Provided that so long as Coastal Land and Timber, Inc., hereinafter referred to as the "Owner", owns its Class B Stock, it shall have the right to designate and select a majority of the persons who shall serve as a member of each Board of Directors as above referred to, which right shall terminate on or before the 31<sup>st</sup> day of December 2006, if not sooner waived by Owner at an earlier date.
- (b) Election of Directors shall be conducted in the following manner:
  - (1) Owner shall, at the beginning of the election of the Board of Directors, designate and select that number of members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by Owner by written instrument individuals so designated and selected by Owner shall be deemed and considered for all purposes Director of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.
  - (2) All members of the Board of Directors whom Owner shall not be entitled to designate and select under the terms and provisions of these By-Laws, shall be elected by plurality of the votes cast at the Annual Meeting of the members of the



Association immediately following the designation and selection of the members of the Board of Directors whom Owner shall be entitled to designate and select.

- (3) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by Owner, such vacancy shall be filled by Owner designating and selecting, by written instrument delivered to any Officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.
- (4) At the first Annual Meeting of the membership the terms of office of the two Directors receiving the highest plurality of vote shall be established at two years and the three Directors selected by Willow Springs shall serve until Coastal Land and Timber, Inc., no longer has a power as provided herein to select members of the Board of Directors. Thereafter, as many as there are regular terms of office in Directors expiring at such time. The term of the Directors so selected at the Annual Meeting of members each year shall be for two (2) years expiring at the Second Annual Meeting following their election, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law for the removal of Directors of South Carolina, corporations for non-profit.
- (5) In the election of Directors, there shall be appurtenant to each dwelling as many votes for Directors as there are directors to be elected, provided, however, that no member or owner of any dwelling may cast more than one vote for any reason nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.
- (6) In the event that Owner, in accordance with the privilege granted unto it, elects any person or persons to serve on any board of directors of the association, the said Owner shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by Owner to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors, The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Owner to any officer of the Association.
- (7) The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which time they were elected, and no

further notice of the organization meeting shall be necessary providing a quorum shall be present.

- (8) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notices of regular meetings shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.
- (9) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally, or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.
- (10) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
- (11) A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in Articles of Incorporation or in these By-Laws. If any Directors' meeting cannot be organized because a quorum has not been attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes may be required as set forth in the Articles of Incorporation, these By-Laws, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.
- (12) The presiding Officer of Directors' meeting shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.
- (13) Directors' fees, if any, shall be determined by the members.
- (14) The Board of Directors shall manage and direct the affairs of the Association and subject to any restrictions imposed by law, by the Articles of Incorporation, or these By-Laws, may exercise all of the powers of the Association subject only to approval by the owners when such is specifically required of these By-Laws. The Board of Directors shall exercise such duties and responsibilities as shall be

incumbent upon it by law, the Declaration of Covenants, Conditions and Restrictions, or these By-Laws, if it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:

- (I) To make, levy, and collect assessments against members and members' dwellings to defray the cost of the common areas and facilities of the residential unit, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- (ii) The maintenance, repair, replacement, operation, surveillance and the management of the common areas and facilities of the subdivision wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- (iii) The reconstruction of improvements after casualty and the further improvement of the property, real and personal;
- (iv) To make and amend regulations governing the use of the common properties so long as such regulations governing the use of the common properties or amendments thereto do not conflict with the Declaration of Covenants, Conditions and Restrictions which may be placed upon the use of such property under the terms of the Articles of Incorporation;
- (v) To contract for the management of the common areas and facilities in the subdivision project and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Covenants, Conditions and Restrictions to have approval of the Board of Directors or membership of the Association;
- (vi) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Covenants, Conditions and Restrictions and the regulations hereinafter promulgated governing use of the property in the subdivision;
- (vii) To pay all taxes and assessments which are liens against any of the common areas other than residential dwellings and appurtenances thereto and assess the same against the members and their respective dwelling subject to such liens;
- (viii) To carry insurance for the protection of the members and the Association against casualty and liability;
- (ix) To pay all costs of power, water, sewer and other utility services rendered to the common areas and not billed to the owners of residential units; and,

- (x) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as the dismissal of said personnel.
- (xi) The first Board of Directors of the Association shall be comprised of the five (5) persons designated to act and serve as directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association. Should any member of said first Board of Directors be unable to serve for any reason a majority of the remaining members of the Board of Directors shall have the right to select and designate a party to act and serve as a Director for the unexpired term of said Director who is unable to serve.
- (xii) The undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the First Board of Directors duly elected by the membership so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association.
- (xiii) Directors may be removed from office in the manner provided by law for the removal of Directors of South Carolina Corporations for non-profit.

## **5. ARCHITECTURAL REVIEW BOARD:**

An Architectural Review Board consisting of three or more persons shall be appointed by the Developer initially and thence by the Board of Directors of the Association for the regulation of the external design, appearance, use, location and maintenance of the properties and of improvements thereon in such a manner so as to preserve and enhance the value and to maintain a harmonious relationship among the structures and natural vegetation and topography as provided for the Article VI of the Declaration.

## **6. ADDITIONAL PROVISIONS ABOUT MEETINGS OF MEMBERS AND DIRECTORS:**

- (a) Notwithstanding anything contained in these By-Laws to the contrary, any meeting of members or Directors may be held at any place within or outside the State of South Carolina of which notice is given in the notice of any such meeting or notice of which is waived by any person otherwise entitled thereto at, during or after any such meeting.
- (b) To the extent now or from time to time hereafter permitted by the laws of South Carolina the Directors may take any action which they might take at a meeting of Directors without a meeting, a record of any such action so taken, signed by each Director, to be retained in the Association's Minute Book and given equal dignity by all persons to the minutes of meetings duly called and held.

## **7. OFFICERS:**

- (a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meetings. Any person may hold two or more offices, except that the President shall not also be the Secretary and an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
- (b) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the Office of the President of an association, including but not limited to the power to appoint Committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
- (c) The Vice President shall, in the absence or disability of the President, exercise the powers set and performed the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be described by the Directors.
- (d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and the Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Director or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.
- (e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practice; and he shall perform all other duties incident to the office of the Treasurer.
- (f) The compensation of all officers and employees of the Association shall be fixed by the directors. The provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the subdivision.

## **8. FISCAL MANAGEMENT:**

The provision of fiscal management of the Association set forth in the Declaration of Covenants, Conditions and Restrictions and Articles of Incorporation shall be supplemented by the following



provisions:

- (a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each dwelling. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.
- (b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association including but not limited to the following items:
  - (1) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of common elements, landscaping, street and walkways, offices, expense utility services, casualty insurance, liability insurance, administration and reserves (operating and replacement); and
  - (2) Proposed assessments against each member as set out in the Declaration.

Copies of the proposed budget and proposed amendments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member of any such assessment, nor shall delivery of a copy of such budget or amended budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy and additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

- (c) The Board of Directors shall levy general and special assessments as defined in Article VII of the Declaration, the method of payment of such assessments and the due dates thereof which shall be an annual assessment.
- (d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such amounts shall be only by checks signed by such persons are authorized by the Directors.
- (e) An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

- (f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

## **9. PARLIAMENTARY RULES:**

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of South Carolina.

## **10. AMENDMENT TO BY-LAWS:**

Amendments to these By-Laws shall be proposed and adopted in the following manner:

- (a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the residential units in the subdivision whether meeting as members or by instrument in writing signed by them.
- (b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendments shall be transmitted to the President of the Association, or other Officers of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printing notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members if required as herein set forth.
- (c) In order for such amendment and amendments to become effective, the same must be approved by an affirmative vote of the membership owning not less than two-thirds (2/3) of the total number of residential units in the subdivision. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Horry County, South Carolina, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.
- (d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11. CONFLICTS:

In the event of any conflict between the provisions of the Declaration and the provisions of these By-Laws, the provisions of the Declaration shall control.

Dated: \_\_\_\_\_

9/5/03

COASTAL LAND AND TIMBER, INC.

By: \_\_\_\_\_

John T. Sheahan

Its: \_\_\_\_\_

President

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