

FILED  
HORRY COUNTY, S.C.  
STATE OF SOUTH CAROLINA )  
2006 JUL 13 PM 1:28 )  
COUNTY OF HORRY )  
BALLERY V. SKIPPER )  
REGISTRAR OF DEEDS )

AMENDMENT TO DECLARATION OF  
CONDITIONS, RESERVATIONS,  
COVENANTS, AND RESTRICTIONS FOR  
GREEN SPRINGS ENTERPRISES, INC.  
a/k/a ISLAND GREEN SUBDIVISION

WHEREAS, the Developer of Green Springs Enterprises, Inc., a/k/a Island Green Subdivision, previously recorded that certain Declaration of Conditions, Reservations, Covenants and Restrictions (hereinafter "Declaration") for Green Springs Enterprises, Inc., a/k/a Island Green Subdivision, recorded October 16, 1980, in Deed Book 691 at Page 21, in the Office of the Register of Deeds for Horry County, South Carolina;

WHEREAS, the Declaration was thereafter amended by that certain Amendment to the Declaration of Green Springs Enterprises, Inc., a/k/a Island Green Subdivision (1<sup>st</sup> Amendment), recorded February 8, 1993, in Deed Book 780 at Page 371, in the Office of the Register of Deeds for Horry County, South Carolina; and

WHEREAS, the Declaration, as amended, was thereafter amended by virtue of that Second Amendment to Declaration of Green Springs Enterprises, Inc., a/k/a Island Green Subdivision (2<sup>nd</sup> Amendment) recorded June 5, 2001, in Deed Book 2377 at Page 725, in the Office of the Register of Deeds for Horry County, South Carolina; and

WHEREAS, said Declaration, as amended, contains different provisions with regard to the responsibility of the members to abide by all terms and provisions of the Declaration, as amended and the Bylaws for Green Springs Property Owners Association, Inc., and

WHEREAS, said Declaration, as amended, contains different provisions with regard to the ability of the Association to file a lien or institute a foreclosure action due to the failure on the part of an owner to pay assessments, fines, or other monetary obligations; and

WHEREAS, said Declaration, as amended, contains different provisions with regard to the rights of the Association in the event of a violation or breach of any of the provisions of the Declaration, as amended, the Bylaws, or the reasonable rules and regulations as may be adopted from time to time by the Board of Directors; and

WHEREAS, the Association desires to cause the Declaration to be uniform for all owners within the Community, and, therefore, the Board of Directors of Green Springs Property Owners Association, Inc. caused to be proposed several amendments to the Declaration to create uniformity with regard to the above mentioned issues; and

WHEREAS, pursuant to the provisions of the Declaration for Green Springs Enterprises, Inc., a/k/a Island Green Subdivision, as amended, the Board of Directors for Green Springs Property Owners Association, Inc. caused to be submitted to the owners several amendments to said Declaration, at a duly called meeting held on April 22, 2002, for review, discussion and vote, and at said meeting, at which time a quorum was present, the owners of lots within the Island Green



Subdivision, representing fifty-one percent (51%) of the owners of lots within the Community, by written vote, adopted the amendments hereinafter set forth to cause said Declaration to be uniform in its interpretation and application with regard to the above-mentioned issues; and

**NOW, THEREFORE**, the aforesaid Declaration for Green Springs Enterprises, Inc., a/k/a Island Green Subdivision, as amended, is hereby further amended to incorporate the following Articles:

#### ARTICLE 31

Each and every owner of a Lot within the Island Green Community shall be a member of the Green Springs Property Owners' Association, Inc., and whether or not so expressed in any such Deed or other instrument of conveyance shall be deemed to covenant and agree to abide by all the terms and provisions of the (i) Declaration of Conditions, Reservations, Covenants and Restrictions for Island Green Subdivision recorded in Deed Book 780 at Page 371, records of Horry County, South Carolina, as amended, (ii) the Bylaws of Green Springs Property Owners Association, as adopted by the Board of Directors, and (iii) the provisions of Article 26 as contained in the original Declaration for Island Green recorded in Deed Book 690 at Page 21, records of Horry County, South Carolina, which was inadvertently omitted from the first Amendment to the Declaration of Covenants for Island Green referenced herein. A copy of said Article 26 is attached hereto and marked Exhibit "A."

#### ARTICLE 32

Lien and Foreclosure. The Association, acting through the Board of Directors, may place a lien against a lot for failure to pay assessments, fines or other monetary obligations of the lot owner to the Association. The lien granted to the Association may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association. The Association shall further be entitled to interest at the legal rate on any such advances made for such purpose.

The lien herein granted to the Association shall be effective from and after the time of recording in the Public Records of Horry County, South Carolina. A claim of lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereof. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The



claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

In the event that any person, firm or corporation shall acquire title to the property by virtue of any foreclosure of a mortgage lien that is superior to the Association's lien, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as they shall accrue and become due and payable for said lot subsequent to the date of acquisition of such title and shall not be liable for payment of any assessments which were in default and delinquent at the time it acquired such title.

Whenever any lot is sold or mortgaged by the owner thereof, which sale shall be concluded only upon compliance with provisions of this Declaration, as amended, the Association, upon written request of the owner, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner. Such statement shall be executed by any officer or agent of the Association.

Any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and the Association shall be bound by such statement. In the event that a lot is to be sold or mortgaged at the time when the payment of any assessment against the owner of said lot due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such purchase or mortgage proceeds shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment due to the Association before the payment of any proceeds of purchase or mortgage proceeds to the owner who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a lot, the Purchaser shall be jointly and severally liable with the Seller for all unpaid assessments against Seller made prior to the time of such voluntary conveyance, without prejudice to the rights of the Purchaser to recover from the Seller the amounts paid by the Purchaser therefore.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent it thereafter from seeking enforcement of the collection of any sums remaining owing to it by foreclosure, and proceeding by foreclosure to attempt to effect such collection shall not be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing to it. All costs of collection that the Association may incur in order to collect delinquent assessments, including a reasonable attorneys fee, shall be the responsibility of the defaulting owner.



### ARTICLE 33

In the event of a violation or breach of any of the provisions of the Declaration, as amended, the Articles or Bylaws of the Association, as amended or the reasonable rules and regulations adopted from time to time by the Board of Directors, the Association, by and through its Board of Directors, shall have the right to levy a fine or proceed at law or in equity to compel compliance to the terms of the above or to prevent a violation or breach of the same.

In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violations exist and summarily abate or remove the same at the expense of owner if, after thirty (30) days written notice, the violation has not been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

The failure to enforce any right, reservation, restriction or condition contained in this Declaration, as amended, the Articles, Bylaws of the Association or the reasonable rules adopted by the Board of Directors from time to time, however long continued, shall not be deemed a waiver of the rights 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 Association, by and through its duly elected Board of Directors, shall also have the power to levy a Special Assessment against any owner to reimburse the Association for costs incurred to bring an owner, tenant, invitee or guest into compliance with the provisions of the Declaration, as amended, the Articles, the Bylaws and Association rules, which may be levied upon a majority vote of the Board of Directors after notice has been given to the owner and the owner has had an opportunity for a hearing.

Should the Association employ counsel to enforce any of the covenants, conditions, reservations or restrictions of the Declaration, as amended, the Articles or Bylaws of the Association or the reasonable rules adopted by the Board of Directors from time to time, because of a breach of same, all costs incurred in such enforcement, including a reasonable fee for Association's counsel shall be paid by the owner of such lot in breach thereof.

That the aforesaid Declaration for Green Springs Enterprises, Inc., a/k/a Island Green Subdivision, as amended, is heretofore amended and shall be and the same is hereby ratified, confirmed and adopted in all respects and particulars as to each and every provision thereof, except as to those provisions expressly amended as set forth herein.

This document shall and does hereby constitute an amendment to the aforesaid Declaration for Green Springs Enterprises, Inc., a/k/a Island Green Subdivision, recorded October 16, 1980, in Deed Book 691 at Page 21, in the Office of the Register of Deeds for Horry County, South Carolina,

as heretofore amended, with regard to the matters and items set forth herein. In the event of any conflict between the terms and provisions of this Amendment and the terms of the Declaration, as heretofore amended, the terms of this Amendment shall control.

This amendment to the Declaration for Green Springs Enterprises, Inc., a/k/a Island Green Subdivision, shall be binding upon and inure to the benefit of all parties having any right, title or interest in the described properties or in any part thereof, their heirs, successors in title and assigns and shall inure to the benefit of each owner thereof.

The undersigned, being the President and Secretary of the Green Springs Property Owners Association, Inc., certify that they hold the respective offices of the Association noted below and that all requirements of the Declaration regarding amendment approval have been fully complied with so as to authorize and validate the amendments to the Declaration made herein.

**IN WITNESS WHEREOF**, the undersigned, being the President and Secretary of the Green Springs Property Owners Association, Inc., have hereto set their hands and affixed their seals on this 30 day of June, 2006.

Signed, sealed and delivered  
in the presence of:

GREEN SPRINGS PROPERTY OWNERS  
ASSOCIATION, INC.

Jodi Brubaker  
1<sup>st</sup> Witness

By: Marie B. Keegan (L.S.)  
Marie B. Keegan, its President

Janet Brun  
2<sup>nd</sup> Witness (As to the President)

Jodi Brubaker  
1<sup>st</sup> Witness

By: Lori Lange (L.S.)  
Lori Lange, its Secretary

Janet Brun  
2<sup>nd</sup> Witness (As to the Secretary)





# EXHIBIT A

## EXHIBIT "A"

26. (a) The grantee(s) of any lot in the Subdivision, by the delivery and recording of any deed or other instrument conveying title to such lot or by inheritance or devise of such lot, or by the execution of any contract for the purchase of such lot, whether from the Developer or from a subsequent owner of such lot, shall thereby accept such deed, conveyance, inheritance, devise or contract upon and subject to each and all of the restrictive covenants and easements herein contained, and also subject to the jurisdiction, rights and powers of all other owners of lots in the Subdivision and of the Association, and by such acceptance shall, for the grantee(s) and the grantee's(s') heirs, administrators, executors, successors and assigns, covenants, consent and agree to and with the Association and all other lot owners to keep, observe, comply with and perform all the agreements and restrictions herein contained and shall further covenant and agree (as the same may be amended from time to time) to pay to the Association the following:

(1) Annual general assessments or charges, and

(2) Special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall constitute a lien upon the property before they are due and payable.

(b) General Assessment.

(1) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Subdivision and in particular for the improvement, maintenance and operation of the streets, roads, and lighting, to include insect and pest control.

(2) Basis for Assessment.

(a) Residential Lots: Each living unit which is certified for occupancy and each unimproved lot which has been conveyed to an Owner shall be assessed at a uniform rate.

(b) Method of Assessment. By a vote of two-thirds (2/3) of the Directors of the Association, the Board shall fix the annual assessment upon the basis provided above, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may



provide for collection of assessments annually of in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full.

(c) Special Assessment for Capital Improvements.

In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the streets, roads or common areas of the subdivision including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose.

(d) Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence with respect to assessable units within the Subdivision on the day of conveyance of the first Lot in the Subdivision to an Owner is not the Developer. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets, roads or common areas or abandonment of his lot.

(e) Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on said property. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage thereon shall extinguish the lien of such assessments 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 thereafter becoming due or from the lien thereof.

(f) Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all streets, roads and common areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

(g) Annual Budget. By a two-thirds (2/3) vote of the Board of Directors of the Association, such Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration and all amendments thereto will be met.

(h) Effect of Nonpayment of Assessments Remedy of  
of the Association. Any assessment not paid within thirty (30)  
days after the due date may upon resolution of the Board bear  
interest from the due date at a percentage rate no greater than  
the current statutory maximum annual interest rate charged on an  
"open account" to be set by the Board for each assessment period.  
The Association may bring an action at law against the Owner  
personally obligated to pay the same or foreclose the lien against  
the property (as in the foreclosure of a mortgage), or both.