

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
FILED
CORRECTED SECOND AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR LAUREL WOODS
SUBDIVISION
2000 NOV 22 AM 10:57
R.M.C.

Book 2319 / Page 462

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and easements for Laurel Woods Subdivision was executed by Laurel Woods Corporation on November 14, 1996 and was recorded November 15, 1996 in Deed Book 1901 at Page 795, records of Horry County; and,

WHEREAS, the above referenced Declaration was re-recorded December 30, 1996 in Deed Book 1910 at Page 1225, records of Horry County; and,

WHEREAS, a First Amendment to Declaration of Covenants, Conditions, Restrictions and easements for Laurel Woods Subdivision was executed by Laurel Woods Corporation on January 27, 1997 and was recorded on January 28, 1997 in Deed Book 1916 at page 1203, records of Horry County; and,

WHEREAS, a Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Laurel Woods Subdivision was executed by Laurel Woods Corporation on November 16, 2000 and was recorded on November 17, 2000 in Deed Book 2318 at page 496, records of Horry County; and,

WHEREAS, this shall serve as a corrected version of the immediately above referenced Second Amendment to said Declaration; and,

WHEREAS, Laurel Woods Corporation, being the owner and holder of greater than sixty-seven percent (67%) of the votes of the Laurel Woods Homeowners' Association, wishes to amend said Declaration; and

NOW, THEREFORE, know all men by these presents that the aforementioned Declaration shall be amended to read as follows:

THIS DECLARATION made this 21st day of November, 2000 by Laurel Woods Corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer is an owner of certain real property in Horry County, South Carolina, described in "Exhibit A" attached hereto; and

WHEREAS, the Developer intends to develop, and is developing, portions of said property into a manufactured home subdivision, and certain related amenities and common areas, and desires to restrict said property so developed to the provisions of this Declaration, all of which is and are, for the benefit of the property of each owner thereof; and

WHEREAS, the terms "mobile home," "manufactured home," "home," "house," "unit," and their derivations shall be interchangeable; and

NOW, THEREFORE, the 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, conditions and easements, charges and liens herein set forth. Any variation of these covenants must have prior written approval of the Developer and Homeowners' Association.

1. All lots within said subdivision shall be used for residential purposes.
2. No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed; except that a lot may be subdivided

invisible fence, and be no higher than seventy-two inches (72") and, if painted, must be of a matching color. All fences must be approved by the Developer. A landscape plan per design by the developer shall be required. All decks and steps must be completed prior to occupancy.

6. No stale garbage, or any other conditions conducive to the breeding of flies, insects, or rodents or otherwise prejudicial to the health or well being of any lot owners shall be permitted to exist or continue on any lot of any description, or become a nuisance or annoyance to neighboring lot owners.

7. No building, nor approved manufactured home, shall be placed or erected nearer than five (5) feet to the side property lines, nearer than twenty (20) feet from the front property line or street right of way on which building or approved manufactured home is facing, and no nearer than fifteen (15) feet from the rear property line of a lot. All homes shall be so placed on a lot so that the length of the home shall be parallel with either the side, or front, property lines of a lot. All home placement on a lot shall be subject to the supervision of the Developer and shall be so placed on the lots so as to conform with the minimum set back requirements as herein described, and to conform with other structures on adjoining lots. Variations are subject to the written approval of Developer.

9. No commercial signs, trucks over two (2) tons, satellite dishes larger than twenty-four inches (24"), antennas of any description or design, campers, bus bodies, go carts, dirt bikes, mini bikes, shacks, tents, utility trailers, stripped or junked vehicles, or parts thereof shall be allowed on any lot or permitted to be parked or used on any street or road in Laurel Woods Subdivision. All vehicles in the subdivision must be currently licensed and properly insured. Real Estate signs no larger than 12 inches by 14 inches may

into two portions and conveyed to the owners of the adjoining lots, so as to become parts thereof; provided, however, that the property thus combined shall be considered one single lot for the purposes of these covenants.

3. No more than one manufactured home shall be placed or permitted on any lot, other than such out buildings as are usually accessory to such residential use.

4. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with Horry County Health Department regulations.

5. No previously occupied manufactured homes shall be permitted on any lot. All homes shall be factory built, Wind Zone II homes, and no additions, extensions, attachments, or out buildings shall be placed on any lot; except items of commercial manufacture and design, without the written permission of the Developer. No mobile home of less than eight-hundred forty (840) square feet, exclusive of steps, porches, decks, and attachments, shall be placed on any lot. Mobile homes shall be permanently emplaced on foundations and secured by hurricane anchors. All wheels, tongues and hitches must be removed. Foundations, if not brick, shall be enclosed with Tyloc vinyl underpinning of a matching color. Any variations are subject to the written approval of the Developer. All homes shall have concrete steps and/or decks no smaller than four by six feet (4 x 6) at each and every door. No temporary steps shall be permitted. Carports matching the manufactured home will be allowed for automobile storage only. Any storage of toys, or other belongings shall be kept in an enclosed storage building which must be of matching color and approved by the Developer prior to placement on the lot. Any out buildings shall be of a matching color constructed of either wood or metal and approved by the Developer. Fences must be constructed of either wood or chain link or an

be displayed in the street facing window of the home, or in the front yard. All recreational vehicles and boats must be stored in the designated storage area or outside the subdivision.

10. No docks, piers, or structure of any type shall be placed, built or constructed on, adjacent to, or within any retainage pond located in the subdivision without the prior written consent of the Developer, said consent may be withheld by the Developer at Developer's sole discretion. Further, it is hereby disclosed that all retainage ponds located in the subdivision shall be owned by the Homeowners' Association and that no easement, right of way, or right to use the retainage pond is hereby granted to any lot owner.

11. Easements for installation of utilities and drainage facilities are reserved over the front, sideline and rear ten feet of each lot, and as shown on the recorded plat plan map.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No more than two (2) domestic animals of any type or kind are allowed. These animals must be collared and must display a current license. No dog houses, kennels or facilities for breeding will be permitted. pet owners are responsible for cleaning all droppings immediately and disposing of same in the sanitary facility of the pet owner's home. All dogs must be walked on a leash pursuant to SC Code Ann. section 47-3-50, or be kept within a fenced yard. Any dog that is continually barking must be muzzled. Any pet that is deemed a nuisance by the Homeowners' Association must be removed from the park.

13. No clothes lines or other clothes drying facilities shall be allowed on any lot.

No swings or toys are to be placed or stored in the front yard, or be visible from the street.

14. Each lot owner shall at all times maintain their lot in a neat and well kept condition.

15. In the event any lot is not maintained in a well kept condition or is in violation of these restrictions, the Developer and/or Homeowners' Association reserve the right to, after five (5) days written notice to the lot owner, enter and correct such condition, and charge same to the lot owner. In the alternative, the Developer and/or Homeowners' Association may charge to any lot owner who is in violation of these restrictions a fine in an amount up to fifty dollars (\$50.00) per day until said violation is corrected or remedied. All fines must be paid within 30 days.

16. Parents or legal guardians of minor children will be held responsible and accountable for all damages and/or repairs to any property within the subdivision and/or resulting legal costs that may be incurred as a result of any act of vandalism and/or the commission of any crime, or violation of any of these Conditions.

17. Property owners must notify the Homeowners' Association if they sell or rent their property and provide a forwarding or mailing address. Tenants must adhere to these covenants and restrictions and provide a current mailing address to the Homeowners' Association.

18. Homeowners' Association dues must be current in order to use the pool, clubhouse and/or storage area. Tenants may only use the pool if the home owner waives his/her right to do so and has notified the Homeowners' Association of that fact in writing. Alternatively, if the home owner elects not to waive his right to use the pool, tenants may pay a fee of \$50.00 per year to use the facilities.

19. The Developer will form a Homeowners' Association. The Association shall be governed by the bylaws of that association. The Homeowners' Association shall have the right and responsibility to enforce the restrictions and conditions contained in this declaration, and further, shall have the right to impose an equal assessment on an annual basis against each and every lot within the subdivision for the purpose of maintaining the common areas located within the subdivision. Common Area or Common Properties shall mean and refer to those areas of land which are deeded to and/or leased to an/or owned by the Association and designated in said deed and/or lease as "Common Property." The term Common Property shall not include retainage ponds located within Laurel Woods Subdivision. All Common Property is to be devoted to and intended for the common use and enjoyment of the lot owners, their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision, subject to the fee schedules and operating rules adopted by the Association. Such fees are intended to be devoted to the common use and enjoyment of the Association as herein defined, and are not dedicated for use by the general public. However, no part of the property which may later be developed as additional phases of the development shall be included as common property nor shall the Association or any owner be entitled to any right, title, or interest therein unless and until such adjoining area shall have been formally included as a part of the development by the developer.

The Homeowners' Association shall be organized under the laws of the State of South Carolina, and each property owner shall automatically become a member of the Association with full voting rights after the Developer turns the Association over to the property owners.

EXHIBIT "A"

All "that certain piece, parcel and tract of land, situate, lying and being in Socastee Townsh County, South Carolina, containing 134.83 acres, more or less, and more particularly shown entitled "Map of 134.83 Acre and a 57.29 Acre Tract of land Located in Socastee Townsh County, South Carolina", prepared for International Paper Realty Corporation by Thomas SCRLS, of Coastline Surveying, dated September 1, 1988, recorded March 22, 1990, in Book 108 at Page 198 in the Office of the Clerk of Court for Horry County, South Carolina, the parcel denoted as "Zone A and Zone B" of 134.83 acres, said plat being incorporated by reference.

TMS #184-00-03-015 and 185-00-02-096

DERIVATION: This being the identical property conveyed to Laurel Woods Corporation of International Paper Realty Corporation, dated April 4, 1996 and recorded April 10, 1996 Book 1858 at Page 1441 in the Office of the R.O.D. for Horry County.

The officers and directors of the Association shall be property owners, and all fees set by the Association for maintenance shall be set by the directors of the Association. Each lot owner shall be obligated to pay the fee to the Association within thirty (30) days after receipt of notice of any fees due and failure after notice to make payment within the time specified shall cause the fee to become a lien against the lot. The lien may be enforced as provided by law. The property owners shall have the right to promulgate rules and regulations concerning the use of the open space or common areas within the subdivision. Each person acquiring title to a lot located within the subdivision which is subject to these restrictions and conditions, binds himself, his heirs and assigns to be members of the Homeowners' Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs and assigns to pay the maintenance fee to the Homeowners' Association once it has been levied by the Association.

20. Developer hereby reserves, for the benefit of itself, its successors and assigns, the exclusive, alienable, transferable and perpetual right and easement, as well as the power and authority to grant and accept easements to and from any private or public authority, agency, public service district, public or private utility or other person or company upon, over, under and across all or any portion of the COMMON ELEMENTS for constructing, installing, replacing, repairing, operating, maintaining and using master television antenna, television cable systems, telephone systems, and/or any utilities. Such easements may be granted or accepted by Developer with respect to the COMMON ELEMENTS without notice to or consent by the Association or lot owners. telephone, master television antennas and/or cable system services may be provided to the project


pursuant to the terms of agreements between the Association and developer, its affiliates, its successors or assigns, or third parties.


Pursuant to this provision, Developer has granted an easement to Cablevision for the purpose of providing cable television service to the project and this Declaration is granted subject to the terms of that Easement. Pursuant to the terms of said easement and related agreements, Cablevision shall make cable available to each lot within the subdivision for a period of fifteen (15) years and the obligation to pay the monthly charge for said cable television service shall be binding on and run with each lot upon activation of said cable television service, and be binding upon each lot owner, subsequent purchasers, their heirs, successors or assigns. Further, the Developer is to receive a royalty from Cablevision for this contract. Each lot owner understands and agrees that no cable service, other than Cablevision, can be supplied to the property during the term of the herein described contract.

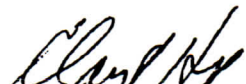
21. These restrictive Covenants will be enforced either at law or equity by the Developer and/or the Homeowners' Association.

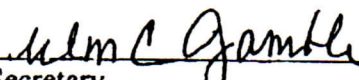
Dated this the 21st day of November, 2000.

Laurel Woods Corporation


Witness


Witness

By: 
Clayton Hemp
Its Vice President

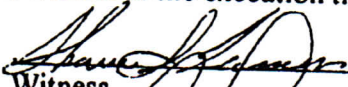
Attest: 
Secretary

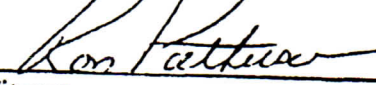
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COUNTY OF HORRY }

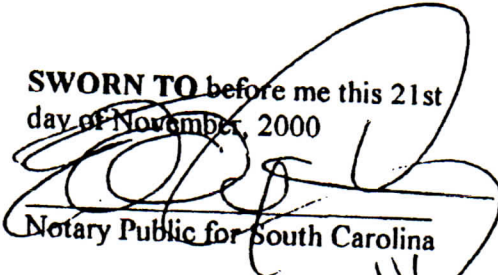
PROBATE

PERSONALLY appeared before me the undersigned witnesses and made oath that (s)he/they saw the within named Laurel Woods Corporation, by and through its authorized officer(s), sign, seal, and as its act and deed, deliver the within written Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Laurel Woods Subdivision; and that deponent witnessed the execution thereof.


Witness


Witness

SWORN TO before me this 21st
day of November, 2000


Notary Public for South Carolina

My Commission Expires: 4/16/08

(SEAL)