

Association Contact Information:

Village at Little River Homeowners' Association
1461 Baldwin Court
Little River, SC 29566

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGE AT LITTLE RIVER TOWNHOMES**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGE AT LITTLE RIVER TOWNHOMES (this "Amendment") is made this 6th day of March, 2023, by Village at Little River Homeowners' Association, a South Carolina corporation (the "Association").

RECITALS:

A. Little River Properties made and executed that certain Declaration of Covenants and Restrictions for Little River Townhomes recorded August 9, 1991 in Deed Book 1486 at Page 890, records of Horry County, South Carolina, as amended (hereinafter referred to as the "Restrictions").

B. The Association desires to amend the Restrictions as more particularly described herein.

C. Pursuant to the Amendment to Declaration of Covenants recorded January 27, 2005 in Deed Book 2853 at Page 709 and February 22, 2005 in Deed Book 2864 at Page 558, records of Horry County, South Carolina, the Board of Directors of the Association shall have the right to change the Declaration, provided that seventy percent (70%) of the Owners at the Village of Little River shall approve such changes.

D. At a special meeting of the members of the Association on February 25, 2023, the Association approved this Amendment by an affirmative vote of ninety three and five-tenths percent (93.5%) of the Owners present in person or by proxy.

NOW, THEREFORE, in consideration of the foregoing premises and the additional sum of Five and No/100 (\$5.00) Dollars, the sufficiency and receipt of which is hereby acknowledged, the Restrictions are hereby amended as follows:

1. Article III, Section 4 of the Restrictions is hereby deleted in its entirety and replaced with the following:

Parking Rights. The owner or owners of each lot shall be entitled to the use of not more than two (2) automobile parking spaces, (the Association, in its discretion, may designate one (1) space for the use of each member), and the parking space shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking spaces. No boats, trailers, campers or recreational vehicles shall be parked within the limited common area, greenways or rights of way of any public or

private street in or adjacent to the Property. All boats, trailers, campers or recreational vehicles shall be parked only in such areas designated for parking such vehicles and upon such terms and conditions as shall be established by the Village at Little River Homeowners Association, its successors or assigns. There shall be no parking of commercial vehicles. Commercial vehicles shall be deemed to include cars, pick-up trucks and vans in styles normally used for private purposes, but painted with or carrying commercial advertising, logos, or business names or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle.

2. Article III, Section 5 of the Restrictions is hereby deleted in its entirety and replaced with the following:

Bulk, Cable and Internet. The Association may provide cablevision and/or internet, and the cost of these may be included in annual or special assessments. The Association may regulate or prohibit the erection of television antennas, dishes or similar electronic device on individual lots.

3. Article VI, Section 3(a) of the Restrictions is hereby deleted in its entirety and replaced with the following:

Annual Budget. The Assessments shall be determined on a calendar year basis, the exact amount of which shall be determined from time to time as provided in Subsection (d) of this Section 3.

4. Article VI, Section 4 of the Restrictions is hereby deleted in its entirety and replaced with the following:

Special Assessments, Capital Improvements and Reserves.

- a. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

- b. Upon the closing of the sale of a townhome, the Buyer shall pay a new owner contribution fee to the Association of not less than Two Hundred Dollars (\$200.00), or an amount to be determined by the Board, to provide general

operating funds for the Association. Such payment shall not in any way be considered a prepayment of any regular or special assessment. Such funds may be used by the Association in such manner as the Board of Directors thereof shall direct.

- c. **Reserves:** Any portion of the Common Expenses collected for a reserve fund or funds, if any, may be placed in an account separate from the general operating account of the Association and will accrue interest, for the purpose of replacement and/or improvement of the following: roadway, roofs, fence, pool and painting. The Association will not be required to spend the funds collected in the same year collected. The Association Board will be responsible for the improvement and/or replacement of the before mentioned items, and funds can only be dispersed by a majority vote of the Association Board after receiving three (3) bids on the project. The Association Board will be required to submit to the general membership at the annual membership meeting an audit of the reserve fund. The amount of the reserve assessment collected will be determined by the Board.

5. Article VI, Section 10 of the Restrictions is hereby deleted in its entirety and replaced with the following:

Exempt Property. Any portion of the Property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the Laws of the State of South Carolina, shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

6. Article VII of the Restrictions is hereby deleted in its entirety and replaced with the following:

EXTERIOR MAINTENANCE

In addition to maintenance of the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: Stain and/or paint the exterior of townhomes, replace roofs, trees, shrubs, grass, walks, mailboxes, fences installed by Association, exterior post lights excluding electricity therefor, and other such exterior improvements on the common area. Such exterior maintenance shall not include glass surfaces, windows, doors and door frames, exterior lighting or fixtures and outlets attached to the units or repair of exterior structures of any townhouse. Roof, porch, railing, steps, deck, guttering, and downspout repairs, shall be the responsibility of the homeowner, and shall conform to the original structure.

Any owner who fences or encloses any portion of his lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion as he elects and shall maintain the fenced or

enclosed portion at his own expense, provided that such maintenance does not hinder the Association in performing its maintenance duties as to the townhome, the remaining yard spaces, or the common area. No such maintenance by an owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one year and the Association shall perform maintenance during the revocation period. The owner shall not plant any vegetation in front of his townhome except with the prior written approval of the Association.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner or his family, tenants, contract purchasers, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a defined and explained in South Carolina standard fire and extended coverage insurance policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such lot is subject.

7. Article X, Section 3 of the Restrictions is hereby deleted in its entirety and replaced with the following:

Nuisances. No obnoxious or offensive activity shall be carried on upon the properties, nor shall anything be done thereon which may be or may become an annoyance, nuisance or danger to the neighborhood, such as fireworks, loud music, or other noise, foul language, barking dogs, litter such as dog excretions, cigarette butts and trash on common areas or lawns.

8. Article X, Section 4 of the Restrictions is hereby deleted in its entirety and replaced with the following:

Animals. No animal, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are kept in the townhome of the Owner. Further, no pens, runs, or pet houses shall be allowed on any lot or on the Common Area. Animal waste must be removed promptly, picked up by the owner and disposed of immediately. No owner may have or allow his or her dog (or other pet) to be on any common area unless such pet is on a leash. No animal shall be left unattended or tethered.

9. All other provisions of the Restrictions remain unchanged and in full force and effect.

Signature page to follow.

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

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

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Restrictions

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Bellamy Law Firm

ADDRESS:

1000 29th Avenue North

Myrtle Beach, SC 29577

TELEPHONE: (843) 448-2400

FAX: (843) 448-2400

E-MAIL ADDRESS: bvaughn@bellamylaw.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$.

BRIEF PROPERTY DESCRIPTION: VILLAGE AT LITTLE RIVER TOWNHOMES

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

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

FULL BUSINESS NAME

1. **VILLAGE AT LITTLE RIVER HOMEOWNERS' ASSOCIATION**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **VILLAGE AT LITTLE RIVER HOMEOWNERS' ASSOCIATION**