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MARLENE MCCONNELL

REGISTER OF DEEDS

GEORGETOWN COUNTY, SC

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Amended & Restated Declaration of Covenants,
Conditions, Restrictions, Easements, Charges and Liens
for Live Oaks Community of Murrells Inlet, A
Retirement Home Development

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR LIVE OAKS COMMUNITY OF MURRELLS INLET HOMEOWNER'S ASSOCIATION, INC. (The "Amended and Restated C&R") is made effective this 12th day of March 2022 by the Members of the Live Oak Community of Murrells Inlet Homeowners Association, Inc.

WITNESSETH:

WHEREAS, the Developer was the Owner of the real property described in Schedule A of this Declaration, and desires to develop thereon a Retirement Home Development together with common lands and facilities for the sole use and benefit of the Owners of the Retirement Homes to be located in such complex; and

WHEREAS, the Developer was desirous of maintaining design criteria, location, construction specifications, and other controls to assure the integrity of the planned development; and

WHEREAS, each purchaser of a Lot or Retirement Home in Live Oaks Community was required to maintain and construct Retirement Homes in accordance with the design criteria herein contained; and

WHEREAS, the Developer desired to provide for the preservation of the values and amenities in such development and for the maintenance of such common lands and facilities, and to this end, subjected the real property described in Schedule A, to the Original Covenants, Restrictions, Easements, Charges and Liens all of which were set forth, and are for the benefit of said property and for each Owner thereof; and

WHEREAS, the Developer deemed it desirable for the efficient preservation of the values and amenities in such Community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Retirement Home Development administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer caused to be incorporated under the laws of the state of South Carolina, as a Not-For-Profit corporation, the Live Oaks Community of Murrells Inlet HomeOwner's Association, Inc. for the purpose of exercising the aforesaid functions,

WHEREAS, the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Live Oaks Community of Murrells Inlet, a Retirement Community, was duly filed in the Georgetown County Clerk of Court's Office on February 14, 1982 at Deed Book 206, Page 1260, (the "original declaration"); and

WHEREAS, the members of the Association, in compliance with Article IX Section 5, of the Original Declaration, voted to amend the Original Declaration and thereby amended said Declaration with the First Amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for the Live Oaks Community of Murrells Inlet (the "First Amendment"); and

WHEREAS, First Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for the Live Oaks Community of Murrells Inlet, was duly filed on January 17, 1996, in the Georgetown County Clerk of Court's Office on January 17, 1982 at Deed Book 673, Page 155; and

WHEREAS, the members of the Association, in compliance with Article IX Section, of the Original Declaration voted to amend the Original Declaration and the First Amendment thereto and hereby Amend and Restate said Declaration with this Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for the Live Oaks Community of Murrells Inlet (the "Amended and Restated C&R"); and

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, the members of the Live Oaks Community of Murrells Inlet, Inc. do hereby amend and restate by this Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for the Live Oaks Community of Murrells Inlet (the "Amended and Restated C&R") as follows:

ARTICLE I.

Definitions

Section I. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Live Oaks Community of Murrells Inlet Home Owner's Association, Inc., Its successors and Assigns.
- (b) "The Properties" shall mean and refer to all property including Lots and Common Areas, as are subject to this Declaration, and which are described in Schedule A.
- (c) "Common Areas" shall mean and refer to those areas of land, including the facilities to be constructed thereon, if any, shown on any subdivision map of The Properties or by any other means so designated, Such areas are intended to be devoted to the common use and enjoyment of the Members of the Association as hereto defined, and are not dedicated for use by the general public. Specifically included as part of the Common Areas are all streets, roads, alleys, green areas, lakes, parks, recreation areas and the like as shown on any plan of the properties. However, no general plan or plan of The Properties showing adjoining areas shall be included as Common Areas nor shall the Association or any Owner be entitled to any right, title or interest therein, and such adjoining property may be used for any purposes whatsoever.
- (d) "Lots" shall mean and refer to the any plot of land with such improvements as may be erected thereon intended and subdivided for the Retirement Home use shown on any subdivision map of The Properties but shall not include the Common Areas as herein defined.
- (e) "Retirement Homes" as used herein or otherwise referred to in any other documents pertaining to the sale of property in the subject area shall be synonymous with the term "Lot" and/or "Lots".
- (f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee-simple title to any Lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner.
- (g) "Developer" shall mean and refer to Live Oaks Community of Murrells Inlet HomeOwner's Association, Inc. a South Carolina corporation, its Successors and Assigns in the development of the Properties.
- (h) "Member" shall mean and refer to all those Owners who are Members of the Association, as provided in Article IV hereof.
- (i) "Development", "Project", and "Community" shall all mean and refer to the Live Oaks Community of Murrells Inlet to be developed and constructed by the Developer.
- (j) "Plans", "Specifications", "Elevations", "Exterior Designs" and like term shall refer to and encompass the plan specifications elevations and designs as well as setbacks, locations, etc. contained herein in this Declaration of Covenants, Restrictions, Easements, Charges and Liens for Live Oaks Community of Murrells Inlet, A Retirement Home Development.
- (k) "Existing Conditions" shall refer to all structures, fences, sidewalks, driveways, walls, or any other improvement on a Lot at the time of the recordation of this Declaration with the Office of the Clerk of Court for Georgetown County, South Carolina. These "Existing Conditions" include the exterior appearance of any building, wall, fence or other structural improvements and the existing appearance of the landscaping.

ARTICLE II.

Uses of Property

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, or any other improvement shall be placed or altered on any Lot except in accordance with the provisions of this Declaration of Covenants, Restrictions, Easements, Charges and Liens for Live Oaks Community of Murrells Inlet,

Section 2. Subdivision of Lot. No Lot shall be subdivided except as herein provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as here in established except as herein provided.

Section 3. Residential Use of Lots. All Lots shall be used for residential purposes exclusively. No structures, except as herein after provided, shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling constructed in the accordance with the plans and specifications herein defined in Article III. In addition to such single-family residence, a storage building, sized to fit the Lot area, shall be located on a Lot subject to the same rights of approval.

Section 4. Maintenance of Lots. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No trash, leaves or rubbish may be burned on any Lot or within the development nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owner thereof. Without limiting the foregoing, exterior lighting may not be so installed as to illuminate any portion of a neighboring Lot or to shine into any window or otherwise enter a dwelling unit located on an adjoining Lot (except for street signs, if any).

Section 6. Exclusion of Above Ground Utilities. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the premises. Provided however, that the normal service pedestals etc., used in conjunction with such underground utilities shall be permitted within the development.

Section 10. Signs. No billboards, advertising or political signs or flags, of any character shall be erected placed permitted or maintained on any Lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be approved by the Association on request of the Lot Owner, shall be permitted. It shall also be permissible to have a sign, the design and size of which shall be approved by the Association, on request of the Lot Owner, advertising a house or Lot for sale. No other sign of any kind or design may be allowed. The Association, by and through its Board of Directors, may enter upon said lot and remove any signs not approved on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot.

Section 11. Prohibition Against Business Activity. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon a Lot or Lots.

Section 12. Mining and Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted on any part of the premises, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or materials of any kind be produced or extracted from the premises.

Section 13. Garbage Disposal. No garbage or trash incinerator shall be permitted on the premises. No burning, burying or other disposal of garbage on any Lot or within the subdivision or development

shall be permitted. Provided, that Owner shall be permitted to modify the requirements of this Section 13 where necessary to comply with orders of government governing bodies.

Section 14. Easement for Utilities. The Association reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress over, across and under each Lot in Common Areas for the erection, maintenance, installation and use of electrical and or telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities including easements for privately owned television and other communications cable and equipment, and the Association may further cut drainage ways for surface water when such action may appear to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees bushes or shrubbery, make any gradings of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health safety of appearance. It further reserves the right to locate, wells, pumping stations and tanks within residential areas on any walkway or on any residential Lot designated for use on the applicable plat of the residential subdivision or to locate same upon an adjacent Lot with permission of the Owner of such adjacent Lot. Such rights may be exercised by the licensee of the Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility service. No structures, including walls fences paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress or egress provided for this paragraph. Provided, however, that such easements and rights, shall be restricted to the roads, streets, alleys, and easements as shown in designated on the applicable plat or plans of the development.

Section 15. Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time.

Section 16. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view.

Section 17. Replatting of Lots. No Lot shall be subdivided, or its boundary lines changed, except as herein provided, however, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any two or more Lots shown on the plan of such subdivision prior to delivery of the deed therefor in order to create a modified building Lot or Lots. The restrictions and covenants herein apply to each such building Lots so created or recreated.

Section 18. Clotheslines. No clotheslines or drying yards shall be located upon the premises so as to be visible from any Common Area or from any adjoining Lots.

Section 19. Water Systems. No individual water supply system shall be permitted upon the premises with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects, including the pump and the covering or screen thereof, by the Association, its successors and assigns, prior to installation.

Section 20. Off-street parking. Adequate off-street parking shall be provided by the Lot Owner herein for the parking of automobiles or other vehicles owned by said Owner and said Owner agrees not to park his automobiles or other vehicles on the streets. Provided that not more than one (1) boat, camper or similar object may be parked on a Lot if it is not visible from adjacent property. Non-operative and non-licensed vehicles are prohibited on the property.

Section 21. Sewer System. No surface toilets are permitted on the premises. Owner assumes responsibility for attaching to public sewer systems including all fees associated therewith.

Section 22. Underbrush etc. In the event an Owner of any residential Lot permits any underbrush, weeds, etc. to grow up on any Lot to a height of two (2) feet and on a request fails to have premises cut within thirty (30) days, agents of the Association or its assigns, may enter upon said land and remove same at the expense of the Owner. The Developer, and its assigns, may likewise enter upon said land to remove any trash which has been

collected on said Lot without such entrance and removal being deemed to trespass, all at the expense of the Owner of said Lot. This provision shall not be construed as an obligation on the part of the Association or its assigns to provide garbage or trash removal services.

Section 23. Animals. No swine, horses, cows, goats, chickens, ducks, geese or like animals shall be permitted on the property covered by these restrictions. Only dogs, cats and the like animals generally considered as pets shall be permitted and they shall not be allowed to run loose at any time. With the exception of dogs owned and residing within the subdivision at the time of filing of this document with the Georgetown County Register of Deeds, only two (2) pets per household are permitted. All dogs must be on a leash if on Common Property, including roadways. No dog may weigh in excess of Sixty (60) pounds. All dogs must have proof of rabies immunization.

Section 24. Rental contracts. In the event an Owner desires to lease the Owner's lot, any Lease must be for a period of not less than one year and a copy of the Lease must be made available to the Association.

Section 25. Lease provisions. In addition to the requirements of the above section 24, Rental Contracts, all Leases on the residential properties shall bar a Tenant from the use of a motorcycle or similar vehicle inside the perimeter of the real property described in Schedule A attached hereto.

Section 26. Miscellaneous.

(a) It is agreed that time is of the essence with regard to these restrictions, covenants, limitations and conditions.

(b) In the event of a violation or breach of any of these restrictions by any Owner, or agent of such Owner, the Owners of Lots in the subdivision or part of them jointly and or severally shall have the right to proceed at law or in equity to compel compliance with the terms herein or to prevent the violation or breach in any event. In addition to the foregoing, the the Association, it's successors and assigns, shall have the right, whenever there shall have been built on any Lot in this 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 they after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restriction or condition contained in this Declaration, 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 or subsequent thereto and shall not bar or affect its enforcement. Should the Association employ Counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Association's Counsel shall be paid by the Owner of such Lot or Lots in breach thereof.

(c) The Association herein shall not in any way or manner be liable for responsible for any violation of these restrictions by any person other than itself.

(d) In the event that any one or more of the foregoing conditions, covenants, reservations or restrictions shall be declared by for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any matter whatsoever affect, modify, change, aberrant, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all the remaining covenants conditions reservations and restrictions not so expressly held to be void shall continue unimpaired and in their full force and effect.

(e) In the event that any of the provisions hereinunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina, and such provisions shall be fully effective for said reduced period of time.

(f) All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration shall be binding and run with the land and shall continue until the first day of January 2002, after which time said covenant shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by the majority of the then Owners of Lots affected by the same has been recorded, agreeing to change the same in whole or in part.

ARTICLE III

Construction in Accordance with Plans and Specifications

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the development and accordance with the provisions of this Article III together with other applicable provisions of this Declaration of Covenants, Restrictions, Easements, Charge and Liens for Live Oaks Community, A Retirement Home Development.

Section 2. Size of Retirement Homes and Lot Coverage. All Retirement Homes shall have a minimum of Nine Hundred Sixty (960) square feet of enclosed dwelling area as hereby defined.

Section 3. Height of Retirement Homes. To maintain the scale of the neighborhood of Retirement Homes, height will be restricted to one floor of enclosed living space. Limitation to "floors" and not height and feet will allow for sloping rooflines and flexibility in architectural expression.

Section 4. Placement for Retirement Homes on Retirement Lots. Setback restrictions affecting Retirement Lots in Live Oaks Community, are as follows:

(a) Minimum side yard setback is not less than Seven and One-Half (7.5') feet inside and parallel to the property line(s);

(b) Front setback for all permanent structures must be maintained at Twenty (20) feet inside and parallel to the front property line;

(c) Rear setbacks for Lots 1-45 and Lots 57-61 must be maintained at Seven and One-Half (7.5) feet inside and parallel to the rear Lot line. Rear setbacks for Lots 46-56 and Lots 62-68 must be maintained at Three (3) feet inside and parallel to the rear Lot line.

(d) No Retirement Home shall be constructed or placed on any Lot unless the plans, specifications, placement on Lot and landscaping have been approved in writing by the Developer. Once located upon a Lot no change shall be made which materially alters the approved plans, etc. unless approved in writing by the Developer. The location of such home shall be submitted on the form to be provided by the Developer.

ARTICLE IV.

Membership and Voting Rights of the Association

Section 1. Membership. Membership in the Association shall be limited to Owners of the Lots wherein in this Corporation has been designated the Association to operate and administer said Planned Unit Development by virtue of the Declaration of said Planned Unit Development. Transfer of Lots, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If the title to a Lot is vested in more than one person, then all of the persons so owning said Lot shall be Members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "voting Member". If Lot Ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting Member".

Section 2. Voting.

(a) The Owner(s) of each Lot shall be entitled to one (1) vote. If a Lot Owner owns more than one (1) unit, he shall be entitled to one (1) vote for each Lot owned. The vote of a Lot shall not be divisible.

(b) A majority of Lot Owners' total votes shall decide any question, unless the Declaration, By-Laws or Articles of Incorporation of the Association provide otherwise.

Section 3. Quorum. The presence in person or by proxy of the majority of the Lot Owners total votes shall constitute a quorum, unless the Declaration, By-Laws or Articles of Incorporation of the Association provide otherwise.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote as set forth below in Section 5.

Section 5. Designation of Voting Member. If a lot is owned by one person, his right to vote shall be established by the recorded title to the lot. If a lot is owned by more than one person, the person entitled to cast the vote for the lot shall be designated by all Owners of the Lot. If a Lot is owned by a Corporation, the officer or employee thereof entitled to cast a vote for a lot for the Corporation shall be designated in a certificate filed with the Association.

ARTICLE V.

Property Rights in the Common Areas

Section 1. Members Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Member shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be a appurtenant to and shall pass with the title to every Lot.

Section 2. Maintenance and Repair of Common Areas. The following covenant shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

In order to preserve and enhance the property values and amenities of the Community, the Common Areas and all facilities now and hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas shall include, but not be limited to the repair and damage to pavements, roadways, walkways, outdoor lighting, buildings, if any recreational equipment, if any, fences, storm drains, and sewer and water lines, connections and appurtenances.

This Section shall not be amended, as provided for in Article XI, Section 5, to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Members Easement's. The rights and easements created hereby shall be subject to the following:

(a) The right of the Association, to dedicate, transfer or convey all or any part of the Common Areas, with or without consideration, to any governmental body, district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Areas by the Members of the Association;

(b) The right of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private, water, sewer, drainage, fuel oil and other utilities and services, including a cable (CATV) or Community antenna television system and the irrigation or lawn sprinkler systems, and the right of the Association to grant and reserve easements and rights-of way through, over and upon and across the Common Areas for the operation and maintenance of the Common Areas;

(c) The right of visitors, etc., to ingress and egress in and over those portions of the Common Areas that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of Common Areas in the case of landlocked adjacent owners) to the nearest public highway;

(d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which the assessment remains unpaid or any infraction of its published rules and regulations; provided, however, that the right of a member to ingress and egress over the roads and and/or parking areas shall not be suspended;

(e) The rights of the Association in accordance with law, its Articles of Incorporation, and By-Laws to borrow money for the purposes of improving the Common Area and in pursuance thereof, to mortgage the same. Any alienation, loan or mortgage under this section shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which at least sent to all Members not less than thirty (30) days and not more than fifty (50) days in advance of the meeting.

Section 4. Additional Structures. Neither any Owner nor any group of Owners shall, without the prior written approval of the Association, erect, construct or otherwise locate any structure or improvement in the Common Areas.

ARTICLE VI.

Completion, Maintenance and Operation of Common Areas and Facilities and Covenant for Assessment Thereof.

Section 1. Assessments, Liens and Personal Obligations Therefore and Operation Maintenance of Common Areas Solely by the Association.

(a) Each and every Owner of any Lot or Lots within the properties, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien on the Lot or Lots against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Lot or Lots at the time when the assessment fell due.

(b) The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the residents of the Development, and in particular for the improvement and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereof, the cost of labor, equipment, materials, management and supervision thereof, and the cost of lawn and landscaping maintenance, and refuse collection, all of which obligations the Association hereby assumes as of the date set forth in (a) above.

Section 2. Amount and Payment of Annual Assessments. The Board of Directors of the Association shall at all times fix the amount of annual assessment at an amount sufficient to pay the cost of maintenance and operating the Common Areas and performing other exterior maintenance required to be performed by the Association under this Declaration. The amount of the annual assessment shall be uniform for each Lot. The Board shall also fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least sixty (60) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the Office of the Association and shall be open

to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. Owners will receive sixty (60) days written notice of any increase in the assessment prior to its commencement. All assessments, regular, special and/or specific, will be consistent with, and in compliance with the South Carolina Homeowners' Association Act and all other applicable State Statutes.

Each annual assessment shall be fully payable in advance on the first day of January of each year, but the Board of Directors for the Association shall have the option to permit semi-annual or quarterly payments. In cases of extreme hardship the Board may permit monthly payments upon written application. The amount of each annual assessment shall be fixed by the Board of Directors of the Association. If an Owner is delinquent in remittance of assessments, the Board of Directors, or its agent, will notify the delinquent Owner in writing of the total amount owed (including interest and any costs of collection). Simultaneously, the Owner shall be notified that they are not permitted to access any common property or amenities until the assessments are paid in full.

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be in recordable form and shall be conclusive evidence of payment of any assessment therein stated to have been paid.

This Section shall not be amended as provided in Article XI, Section 5, to eliminate or substantially impair the obligation to fix the assessment at an amount sufficient to properly maintain and operate the Common Areas and perform the exterior maintenance required to be performed by the Association under this Declaration.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all Lots) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, 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 Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which at least sent to all Members not less than thirty (30) days and not more than fifty (50) days in advance of the meeting. The due date of any specified specific assessment shall be fixed in the Resolution authorizing such assessment.

Section 4. Paid Professional Manager. The Board of Directors of the Association may employ a professional manager or managerial firm to supervise all the work, labor, services, and material required in the operation and maintenance of the Common Areas and in the discharge of the Association's duties throughout the Community.

Section 5. Reserve Fund Separate Assessment of Owners. At the time of acquiring title to a Lot or Lots from the Developer, each Owner acquiring such title shall deposit with the Association a reserve fund payment in the sum of Two Hundred (\$200) Dollars to provide for reserve fund for the obligations of the Association. Such reserve fund payment shall in no way be considered a prepayment of the annual assessment fee. Such reserve fund payments shall be used solely for purposes specified in Section 3 (b) above, as determined from time to time by Resolution of the Board of Directors of the Association.

Section 6. Effect of Non-Payment of Assessment. The Personal Obligations of the Owner: The Lien, Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot or Lots, which shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns. the personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and will also pass on to his successors in title.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien

against the Lot or Lots; and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. This Section shall not be amended as provided in Article XI, Section 5 of this Declaration.

Section 10. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) All Common Areas, as defined in Article 1, Section 1 hereof. Notwithstanding any provisions herein, no land or improvements devoted to building use shall be exempt from such assessments, charges, and liens.

ARTICLE VII.

Architectural Control.

Section 1. Buildings, Walls, Structures etc. No building, fence, wall or other structure, and no change in topography, landscaping or any other item beyond "Existing Conditions" shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change to "Existing Conditions" be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Association. In the event the Association fails to approve or disapprove any request within Sixty (60) days after the complete plans and specifications have been submitted to it, the same shall be deemed approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matter specifically prohibited by any other provision of this Declaration. Refusal or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Association may seem sufficient. Any change, beyond Existing Conditions, in exterior appearance of any building, wall, fence or other structural improvements and any changes in the appearance of the landscaping shall be deemed an alteration requiring approval.

Section 2. Fences and Freestanding Carports. Subsequent to the filing of this Amendment and Restated Covenants, no fence will be permitted that is not located at the rear of the lot, or the backyard, nor will a freestanding carport be permitted. Existing freestanding carports may be repaired or replaced with the approval of the Association

ARTICLE VIII.

Exterior Maintenance, Reasonable Access and Maintenance of Common Areas

Section 1. Exterior Maintenance. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may, at its option, after giving the Owner Ten (10) days written notice to remediate, with specific remediation requirements, sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary, in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work is done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner Thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike fashion. The cost of any such work performed by the Association upon the Owner's failure to do so shall be immediately due and owing

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

Section 2. Access at Reasonable Hours. For the purpose of performing its function under this or any other Article of the Declaration, and to make necessary surveys in connection therewith, the Association, by its duly authorized agent and employees shall have the right to enter upon any Lot at reasonable hours on any day except Sundays and holidays, on reasonable prior notice.

Section 3. Maintenance of Common Areas. The Association shall maintain the Common Areas. However, should the Association decide to transfer any portion or all of the Common Areas to governmental authority, as it has the right to do so, such duty to maintain shall cease as to that portion that so transferred.

ARTICLE IX.

General Provisions.

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns.

Section 2. Notice. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against the person or persons violating or attempting to violate any covenant or restriction, either to restrain violations or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so afterwards.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other matter herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon execution and recordation of any instrument executed by Owners holding not less than Two-Thirds (2/3) vote of the membership in the Association,

Section 7. Effective Date. This Declaration shall become effective upon its recordation the Office of the Clerk of Court for Georgetown County, South Carolina.

IN WITNESS WHEREOF, LIVE OAKS COMMUNITY OF MURRELLS INLET, INC. has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

In the presence of:
INLET, INC.

Sandra D Strong
Thomas C Bookin

LIVE OAKS COMMUNITY OF MURRELLS

(CORPORATE SEAL)

BY: James I Strong (L.S)

Its President

STATE OF SOUTH CAROLINA)
)

ACKNOWLEDGEMENT

COUNTY OF GEORGETOWN)

The foregoing instrument was acknowledged before me this 15 day of March 2022 by Live Oaks Community of Murrells Inlet Homeowners Association, Inc., by its President _____.

Sworn to before me this 15 _____

Day March of 2022

Rebecca A Bratcher (L.S.)

Notary Public for South Carolina

My Commission Expires: 12-31-2031



Rebecca A Bratcher
NOTARY PUBLIC
State of South Carolina
My Commission Expires
December 31, 2031