

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

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*** ELECTRONICALLY RECORDED DOCUMENT ***

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*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00
Tax Charge: \$0.00

Margaret Bailey

Margaret Bailey - Register of Deeds



SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
OF PINE FOREST COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.

- (ii) October 28, 1998 in Book 1823 at Page 231;
- (iii) November 23, 1998 in Book 2082 at Page 196;
- (iv) February 2, 1999 in Book 2129 at Page 085;
- (v) March 8, 1999 in Book 2149 at Page 255;
- (vi) March 8, 1999 in Book 2149 at Page 259;
- (vii) July 30, 1999 in Book 2247 at Page 047;
- (viii) January 21, 2000 in Book 2354 at Page 154;
- (ix) April 20, 2000 in Book 2410 at Page 280;
- (x) October 11, 2002 in Book 3273 at Page 063;
- (xi) November 19, 2003 in Book 3899 at Page 298;
- (xii) May 27, 2005 in Book 4723 at Page 138;
- (xiii) February 17, 2006 in Book 5202 at Page 191;
- (xiv) February 17, 2006 in Book 5202 at Page 193;
- (xv) February 17, 2006 in Book 5202 at Page 195;
- (xvi) April 27, 2006 in Book 5326 at Page 235;
- (xvii) February 9, 2007 in Book 5848 at Page 202;
- (xviii) April 23, 2007 in Book 5878 at Page 271;
- (xix) September 11, 2014 in Book 9431 at Page 238;
- (xx) February 23, 2017 in Book 10672 at Page 180;
- (xxi) January 26, 2018 in Book 11193 at Page 324;
- (xxii) May 14, 2018 in Book 11380 at Page 117;
- (xxiii) August 21, 2018 in Book 11510 at Page 215;

H. WHEREAS, the *Assignment of Specific Declarant Rights* was recorded in the ROD on October 31, 2016 in Book 10502 at Page 215;

I. WHEREAS, Article VIII, Section 2 of the Declaration states as follows:

Section 2. Amendments. The Company specifically reserves the right to amend this Declaration, or any portion thereof, on its own motion, from the date hereof until it no longer owns any of the properties, so long as the voting power of existing Members is not diluted thereby. Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at

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which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes or members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum shall be made of record.

So long as the Company, as the Type E Member, is entitled to elect a majority of members of the Board of Directors of the Association, no amendment to this Declaration shall be made without consent of the Company.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the members of the Association is called to take action under this Section 2, the presence at the meeting of the Members [and] of proxies entitled to cast sixty percent (60%) of the total vote of the membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of members [and] of proxies entitled to cast fifty (50) percent of the total vote of the Association.

J. WHEREAS, The Company, the Class E Member, still owns properties within the Association, and therefore The Company retains the right to amend this Declaration, or any portion thereof, on its own motion. The voting power of existing Members is not diluted by the herein Second Amendment;

K. WHEREAS, in accordance with S.C. Code Ann. § 27-30-130(B)(1)(a), the herein Amendment is effective immediately upon the execution of the herein below Attestation by the officers of the Association; and

L. WHEREAS, in accordance with S.C. Code Ann. § 27-30-130(B)(2), the herein Amendment shall be duly recorded in the ROD Office for Dorchester County on or before January 10, 2025; and

M. NOW, THEREFORE, for and in consideration of the premises herein contained, the receipt and sufficiency of which is acknowledged, the Declaration of the Association is amended as follows:

SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
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COMMUNITY ASSOCIATION, INC.

TEXT OF AMENDMENTS

AMENDMENT # 1

REVISE and RESTATE Article V, Section 1 of the Declaration to provide for the recoverability of all costs of collection, including attorney's fees, regardless of whether any legal action or proceeding is initiated. Article V, Section 1 as amended shall read as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and pay to the Association (1) Annual Assessment or charges, and (2) Special Assessments or charges for the purposes set forth in this Article, such assessment to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with late fees, interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the real property and improvements thereon against which each such Assessment is made. Each such Assessment, together with late fees, interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessment.

AMENDMENT # 2

REVISE and RESTATE Article XIII to clarify the Association's rights and remedies in the event of non-payment of Assessments. Article XIII as amended shall read as follows:

ARTICLE XIII

ASSESSMENTS

(i) As more fully provided in the Article V, Section 1, each member is obligated to pay to the Association Annual and Special Assessments, which, together with late fees, interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the real property and improvements thereon against

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which each such Assessment is made. Any Assessments which are not paid when due shall be delinquent. Any Assessment not paid within thirty (30) days after the due date shall be subject to a late payment penalty in an amount to be determined by the Board of Directors, and in addition thereto, shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is lower.

(ii) The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages; and late fees, interest, costs, and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such Assessment.

(iii) No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his property interest nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein. The remedies herein provided shall not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

[NEXT AMENDMENT ON FOLLOWING PAGE]

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AMENDMENT # 3

REVISE and RESTATE Article VIII, Section 3 to provide the authority to impose fines for violations and breaches and to establish that unpaid fines shall constitute a lien. Article VIII, Section 3 as amended shall read as follows:

Section 3. Enforcement.

(i) In the event of a violation or breach of any Covenant or Restriction contained in this Declaration, as amended, the Association shall give written notice to the Member setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Member shall fail or refuse to take reasonable steps to remedy such violation or breach within twenty (20) days after the mailing of said written notice, then the Association shall have the Right of Action.

(ii) The Right of Action shall include the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot as to which a violation, breach or other condition to be remedied exists, and take the actions specified in the notice to the Member to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section.

(iii) The Right of Action shall also include the right of the Association to initiate any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, or both.

(iv) The Right of Action shall also include the right of the Association to impose monetary fines upon any Member in violation or breach, in accordance with a Schedule of Fines as established by the Board of Directors. The Board of Directors may also establish a Hearing Procedure in regard to monetary fines. The Schedule of Fines and Hearing Procedure, upon adoption by the Board, shall be added to the Rules and Regulations and recorded in the Register of Deeds office in accordance with S.C. Code Ann. § 27-30-130(B)(2).

(v) When exercising the Right of Action, the Association shall have a continuing lien for all fines and any and all costs of enforcement, including reasonable attorney's fees and costs, and also including late fees and interest on any delinquent amounts associated with enforcement, regardless of whether any legal action or proceeding is initiated, which amounts shall be the joint and several obligation of each Owner of such

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property at the time when the Assessment fell due and upon such Owner's successor in title if unpaid on the date of the conveyance of such property.

(vi) Each such lien may be enforced by the Association in the same manner as the lien for Assessments as set forth in Section XIII herein.

(vii) Failure by the Association or any Member to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

[SIGNATURE PAGE FOLLOWS]

SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
OF PINE FOREST COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.

ATTESTATION

The undersigned, being the duly elected President and Secretary of Pine Forest Country Club Community Association, Inc., a nonprofit corporation duly organized and existing under the laws of the State of South Carolina, do hereby certify that The Company, the Class E Member, still owns properties within the Association, and therefore The Company retains the right to amend this Declaration, or any portion thereof, on its own motion, that the voting power of existing Members is not diluted by the herein Second Amendment, and that The Company, the Class E Member, has requested and approved the herein Second Amendment.

[SIGNATURE PAGE FOLLOWS]

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF PINE FOREST COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

In witness whereof, the undersigned has executed this instrument on this, the 30 day of April, 2024.

Witness #1 Signature (not notary)

Scott Sears

Witness #2 Signature (not notary)

Lori A Miles

PINE FOREST COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

President

Print name:

D. Sherwood Miles III

Secretary

Print name:

Sandra Lee Meier

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

ACKNOWLEDGMENT

PERSONALLY appeared before me, the above signatories and witnesses, who are either personally known to me or provided satisfactory evidence of their identity, and oath is made that (s)he saw the within named Pine Forest Country Club Community Association, Inc., by and through its authorized officers above-named, sign, seal and as its act and deed, deliver the within instrument, and that said signatories, with the other witnesses subscribed above, executed the herein instrument, and that neither subscribing witness is a party to or a beneficiary of the transaction.

Acknowledged, sworn to and subscribed before me)

This, the 30 day of April, 2024)

Notary Public for the State of South Carolina)

My commission expires:)

VANESSA DISSELL
Notary Public, State of South Carolina
My Commission Expires 3/7/2028

