

Deed Book 1637

78742

HORRY COUNTY ASSESSOR
131-05-02 - thru 131-05-06 - 000

Map Bik Parcel

5-24-93 JH

(C)

STATE OF SOUTH CAROLINA)
Page 100)
COUNTY OF HORRY)

DECLARATION OF RESTRICTIONS

2:13

Pursuant to Item Number 12 of the Declaration of Restrictions for Cedar Creek Village, dated August 16, 1973, and recorded in Book 497, Page 736, Office of the Clerk of Court in Horry County, South Carolina, and including Addition to Declaration of Restrictions, dated August 12, 1974, and recorded in Book 517, Page 746, Office of the Clerk of Court in Horry County, South Carolina, we the lot owners, hereinafter referred to as Owners, desire to replace the aforesaid Declaration of Restrictions with the following Declaration of Restrictions. The plat of said property is shown on a map made by C. B. Berry, R.L.S., dated July 30, 1973, and recorded in Plat Book 55, at Page 259, Office of the Clerk of Court, Horry County, South Carolina.

WHEREAS, Cedar Creek Village, Inc. has caused a map to be made of Cedar Creek Village which shows the original property as well as additional property, said map being made by C. B. Berry, R.L.S. dated July 15, 1974, recorded in Plat Book 57 at Page 126, Office of the Clerk of Court, Horry County, South Carolina, and

WHEREAS, the Owners wish to accomplish the following objectives for the benefit of owners of lots in the Subdivision by the imposition of the restrictive covenants and easements set forth herein;

- (a) To maintain the residential character and integrity of the Subdivision;
- (b) To preserve the quality of the natural amenities of the Subdivision;
- (c) To minimize or eliminate the possibility of any disruptions of the peace and tranquillity of the residential family environment of the Subdivision;
- (d) To prevent the abuse or alteration of the trees, streams and natural character of the land in the Subdivision,
- (e) To create and encourage a natural rustic character for the homes and real property in the Subdivision;
- (f) To prevent any lot owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any owners of lots in the Subdivision, and
- (g) To keep property values in the Subdivision high, stable and in a state of reasonable appreciation; and

WHEREAS, Owners desire to impose certain restrictions on the numbered lots in Blocks A,B, C, D and E, which are to be deemed covenants running with the land for the benefit of Owners and all purchasers of lots in said Subdivision,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the present owners in Cedar Creek Village, hereinafter referred to as Owners, do hereby impose the following restrictions on said property and agree to be fully bound thereby:

1. A committee shall be established, hereinafter referred to as Committee, consisting of one representative from each of the five (5) blocks of the Subdivision as shown on the aforementioned plats.

100

These representatives shall be chosen the first year by general election at a meeting of Owners. Thereafter, a meeting of Owners shall be held every two (2) years for the purpose of electing a new Committee. The current Committee shall present nominations and shall open the floor for additional nominations, and elections shall be determined by vote of a majority of Owners present. Each Committee shall serve a term of two (2) years. The duties of the Committee shall be to manage the affairs of the Subdivision and to enforce the Restrictive Covenants set forth herein.

2. "Common areas", as hereinafter used in these Restrictive Covenants, shall be defined as any property within the boundaries of Cedar Creek Village not owned by any individual. More specifically this includes, but is not limited to, the streets, the right of way of the streets, the waterfall area, the boat ramp, and the grassy areas between the streets.

3. A general assessment (dues) shall be levied by Owners annually, and shall be used exclusively to maintain, improve, and operate the common areas of the Subdivision and to pay any legitimate costs incurred by the Subdivision in the necessary conduct of its business. The amount of such annual assessment shall be one hundred dollars (\$100.00) per lot on which a home has been built and fifty dollars (\$50.00) per lot on which a home has not been built. The amount of this annual assessment shall not be changed except by a vote of a majority of the Owners in the Subdivision. The Committee shall be responsible for handling all monies collected from the general assessment (dues), and shall be restricted to spending only monies collected to date.

4. The above-described annual assessment, together with 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 is made; each such assessment, together with costs of collection thereof, shall also be the personal obligation of the person or persons who was the owner or owners of such property at the time when the assessment fell due and shall constitute a lien upon the property when they are due and payable. Under no circumstances will any lot owner be assessed any fees or dues not specifically mentioned herein. The lien may be foreclosed in the same manner as provided for the foreclosure of mortgages.

5. The annual assessment provided for herein shall be due and payable on January 1 of each year.

6. No building or residence, including outbuildings, porches or projections of any kind, shall be erected so as to extend over or across any of the building lines relating to the lot of land.

Subject to the right of modification set out below, the following building lines are applicable: a setback of forty (40) feet from the front of the lot; fifteen (15) feet from the side lines; and twelve and one-half (12 1/2) feet from the rear line, except that on lots bordering the Intracoastal Waterway the rear setback line shall be forty (40) feet.

Utility lines may be laid or erected and maintained along a twelve and one-half (12 1/2) foot setback, and the owner's use of that area of the lot shall be subordinate to use of same for utility purposes.

7. No further subdivision of existing restricted lots will be permitted; provided, however, that nothing herein contained shall prevent the combination of two or more lots for a single building site.

101

8. This property shall be used for single-family residential purposes only, and no more than one residential building, together with necessary, appropriate, and architecturally compatible storage building or guest house, shall be erected on any lot or building plot as shown on the recorded map. Any such buildings or additions shall be approved by the Committee prior to construction.

9. No residential dwelling shall be constructed on any lot which has a floor area of the main structure devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and carports) of less than 1,850 heated square feet.

10. No temporary house, trailer, tent, garage or other outbuilding shall be placed, erected or permitted to remain on any lot, except for such temporary structures as may be necessary for the storage of materials during the construction of a residence on such lot, which temporary structure shall at no time be used as a dwelling place.

11. Once construction of improvements is started on any lot, the improvements must be substantially completed within nine (9) months from commencement.

12. All structures constructed or placed on any lot shall be built of new materials, but nothing herein shall mean restored materials may not be used, and no used structures shall be relocated or placed on any such lot.

13. No animals or livestock of any description, except the usual household pets, shall be kept on any lot. No pet shall be allowed which shall produce any noise or odor objectionable to any other lot owner.

14. Chain link fences shall be allowed in back yards only and shall be obscured from view from the front of the lot by shrubs or a fence constructed of materials compatible with the appearance of the house on the lot. All other fences in the Subdivision shall be constructed of materials compatible with the appearance of the house on the lot on which the fence is located.

15. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.

16. Every fuel storage tank shall be screened by fencing or shrubbery so as not to be visible from any street or common area. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be placed in such a manner so as not to be visible from any street or common area.

17. All satellite dishes, outdoor clothes poles, clothes lines and similar equipment shall be prohibited.

18. All improved lots shall be well-maintained at all times. Unimproved lots shall be allowed to stay in a natural state. No accumulation of rubbish or debris shall be permitted on any lot.

19. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood, including, but not limited to, loud music, outside speakers and constantly barking dogs.

20. The boat ramp, as shown on Tax Map No. 131-5, located between Block 6, Lot 9, and Block 2, Lot 16, is intended for the use of Owners and their guests only.

21. No commercial truck larger than one (1) ton shall be parked overnight or longer on any lot or street in such a manner as to be visible to the occupants of other lots or the users of any street or common area.

22. All boats, trailers, and pens for household pets shall be placed in back yards only.

23. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot.

24. No boat, motor home, travel trailer or other vehicle may be parked on a street for more than three (3) consecutive days. Parking of cars on any street in the Subdivision on a regular basis shall not be allowed. Parking of any vehicles in the waterfall area or the grassy area between the streets shall not be allowed at any time.

25. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

26. No trash, ashes, garbage or other refuse shall be dumped, stored, accumulated or permitted to remain on any lot for a period of more than fifteen (15) days.

27. No motorized all-terrain vehicles, go-carts, scooters, or other unlicensed motorized vehicles shall be allowed on the streets or common areas of the Subdivision.

28. The shooting of fireworks of any kind shall be prohibited in the Subdivision.

29. Littering of the streets or common areas of the Subdivision shall not be allowed.

30. No garage on any residence or outbuilding in the Subdivision shall be constructed in such a manner as to face the front of the lot on which it is constructed.

31. Only owners of a lot in Block E of the Subdivision, for himself, his family and house guests, have the privilege, appurtenant to his ownership of such property, of fishing, boating, and swimming in the lake on which the lots in Block E adjoin, and shall enjoy access thereto by means of the twenty (20') foot alleyway shown between lots 1 and 2 of said block, in addition to the access available by reason of each lot bordering said lake. The uses above stated also apply to the island shown in or near the center of the lake on said map. All persons using said lake do so at their own risk. Neither Owners, nor any lot owner, shall be responsible for any person or persons injured while using the lake.

With respect to owners of a lot in Block E and the lake on which the lots in Block E adjoin, the following provisions shall apply:

(a) No refuse shall be deposited in the lake nor shall any water containing detergents, pesticides or other polluting agents be discharged therein.

(b) Pumping of water from the lake for purposes of watering lawns or any other purpose shall not be allowed when the water level in the lake is below the designated level.

(c) No motorized watercraft of any kind, including, but not limited to, boats and jet skis shall be allowed in the lake.

(d) The ducks that live in and around the lake are for the enjoyment of the lot owners in Block E, and no one shall harm, or cause to be harmed, or move, or cause to be moved, the aforementioned ducks.

(e) Failure to comply with the foregoing regulations regarding use of the lake will result in reporting to the appropriate authorities.

(f) Each purchaser, his heirs or assigns, of any lot in said Block E, by acceptance of the deed, agrees to assist in maintenance of the lake by paying a reasonable assessment against the lot so conveyed not to exceed fifteen dollars (\$15.00) per annum. Any such assessment shall be paid to an owner in Block E designated by the owners in Block E to handle funds from such assessment, and such assessment shall be used solely for the purpose of maintenance of the lake. Any lot owner who fails to pay any assessment shall pay all costs of collection thereof, including a reasonable attorney's fee.

(g) The aforesaid rights granted to purchasers of lots in Block E are not personal, but are incident to the ownership of property in said block, and transfer of title will carry with it all of any such rights.

32. Any lot owner or owners renting their property shall be responsible for delivering a copy of these Restrictive Covenants to such persons as may rent their property, and such renters shall be expected to abide by the terms of these Restrictive Covenants.

33. Every one of these Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of these Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of these Restrictions.

34. These Restrictive Covenants shall run with the land and shall be binding upon all owners of lots in the Subdivision and all persons claiming them until August 16, 2003. Said Restrictive Covenants shall be automatically extended thereafter for successive periods of ten (10) years each, unless by a vote of the majority of the owners of lots at the time of such vote it is agreed to change said covenants in whole or in part.

35. The provisions contained herein may be amended at any time by a written vote of the owners of a majority of the lots in the Subdivision, and such amendment shall be duly filed of record in the Office of the Clerk of Court for Horry County.

36. If any person shall violate or attempt to violate any of the Restrictive Covenants herein, it shall be lawful for the Committee, or any other person or persons owning any lot or lots in said Subdivision, to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate these Restrictive Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations. The offending owner or owners shall pay all attorneys' fees incurred in such an action.

37. Any improvement, construction or other alteration of any lot which would violate any provision of these Restrictive Covenants which exists at the date of its recording shall not be deemed to be in violation hereof. No subsequent violation, however, shall be allowed on any lot.

38. If these Restrictive Covenants are deemed invalid by a Court, then the initial Restrictive Covenants shall remain intact.

IN WITNESS WHEREOF, this instrument has been executed by a majority of the lot owners of Cedar Creek Village, pursuant to Item Number 12 of the Declaration of Restrictions for Cedar Creek Village, dated August 16, 1973, and recorded in Book 497, Page 736, Office of the Clerk of Court in Horry County, South Carolina, this 23rd day of April, 1993.

WITNESS our Hands and Seals this 23rd day of April in the year of our Lord one thousand nine hundred and ninety-three and in the two hundred and seventeenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

BLOCK C, LOT 2

IN THE PRESENCE OF

Patricia C. Dilges H. Edward Dixon (SEAL)
Norma J Little (SEAL)

STATE OF SOUTH CAROLINA)
HORRY COUNTY)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named sign, seal and, as his act and deed, deliver the within-written Declaration of Restrictions for Cedar Creek Village for the uses and purposes therein mentioned and that (s)he, with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

26 DAY OF April, 1993

Patricia C. Dilges

Norma J Little (I.S.)
Notary Public of South Carolina

My commission expires: April 5, 1998

294873

AFTER RECORDING PLEASE RETURN TO
SCOUTCHEN, MUMFORD & VAUGHT PA
442 MAIN STREET
N. MYRTLE BEACH, SC 29582
ATTN: 28587 FILED
HORRY COUNTY

FIRST AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

2002 AUG 14 AM 9:31

R.M.C.

THIS FIRST AMENDMENT TO MASTER DEED is made and executed in Horry
County, South Carolina, this 31 day of July 2002, by the Cedar Creek Village Homeowner's
Association, Inc. (Homeowner's Association)

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (Declaration) was
properly approved by a majority of the lot owners on April 23, 1993, and was recorded in the
Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page 100; and

WHEREAS, pursuant to the requirements of Article 35 of the Declaration a majority of
the lots in the subdivision have voted to amend Article 17 of the Declarations in order to allow
certain types of satellite dishes.

NOW THEREFORE, pursuant to Article 35 of the Declaration,

The HOME OWNER'S ASSOCIATION HEREBY PUBLISHES AND DECLARES that
the Declaration of Restrictions for Cedar Creek Village recorded in the Horry County Register of
Deeds Office on May 3rd, 1993, at book 1637 page 100, is amended as follows:

Article 17 is herewith deleted and the following is substituted in lieu thereof:

All satellite dishes in excess of 18.25" (eighteen and one quarter inches) in diameter,
outdoor clothes poles, clothes lines and similar equipment shall be prohibited. All requests for
satellite dishes, subject to the above size restriction, are to be approved by the Architectural
Committee or Board of Directors prior to installation.

A
1495
25081495

394893

2

FILED
HORRY COUNTY
2002 AUG 14 AM 9:31
R.M.C.

SECOND AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

THIS SECOND AMENDMENT TO MASTER DEED is made and executed in Horry County, South Carolina, this 31 day of July, 2002, by the Cedar Creek Village Homeowner's Association, Inc. (Homeowner's Association)

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (Declaration) was properly approved by a majority of the lot owners on April 23, 1993, and was recorded in the Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page 100; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled First Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July __, 2002, and recorded in the Horry County Register of Deeds Office on 8/14, 2002 in Deed Book 2508, page 1495 and

WHEREAS, pursuant to the requirements of Article 35 of the Declaration a majority of the lots in the subdivision have voted to amend Article 3 of the Declarations in order to allow annual assessments in the amount of One Hundred and Twenty and No/100ths Dollars (\$120.00) per improved lot and Sixty Dollars and No/100ths Dollars (\$60.00) per unimproved lot in the subdivision.

NOW THEREFORE, pursuant to Article 35 of the Declaration,

The HOME OWNER'S ASSOCIATION HEREBY PUBLISHES AND DECLARES that the Declaration of Restrictions for Cedar Creek Village recorded in the Horry County Register of

A
1497
2002-1497

Association and that (s)he with the other witness witnessed the execution thereof.

Patricia Arnold
#1 witness

SWORN to and subscribed before me

this 3 day of July, 2002.

Robert G. ... (L.S.)
#2 witness / Notary
Notary Public for South Carolina

My Commission Expires: 8/4/09



1499

394893

FILED
HORRY COUNTY

THIRD AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

2002 AUG 14 AM 9: 31

R.M.C.

THIS THIRD AMENDMENT TO MASTER DEED is made and executed in Horry County, South Carolina, this 31 day of July 2002, by the Cedar Creek Village Homeowner's Association, Inc. (Homeowner's Association)

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (Declaration) was properly approved by a majority of the lot owners on April 23, 1993, and was recorded in the Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page 100; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled First Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July __, 2002, and recorded in the Horry County Register of Deeds Office on 8/14, 2002 in Deed Book 2508 page 1495 and

WHEREAS, Homeowner's Association amended the Declarations by document entitled Second Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July __, 2002, and recorded in the Horry County Register of Deeds Office on 8/14, 2002 in Deed Book 2508, page 1497 and

WHEREAS, pursuant to the requirements of Article 35 of the Declaration a majority of the lots in the subdivision have voted to amend Article 3 of the Declarations in order to require owners in arrears of their general assessment and/or any special assessment to be declared "NOT IN GOOD STANDING" and to have their voting privileges and voice in community affairs suspended.

A
2509-1
1521

it's President and John Arnold, its Secretary sign, seal and deliver the within Third Amendment to the Declaration of Restrictions for Cedar Creek Village Homeowner's Association and that (s)he with the other witness witnessed the execution thereof.

Patricia Arnold
#1 WITNESS

SWORN to and subscribed before me
of
this 31 day of July, 2002.

Patricia Arnold (L.S.)
#2 WITNESS / Notary
Notary Public for South Carolina

My Commission Expires: 8/4/09



[Handwritten mark]

790996

4

FILED
HORRY COUNTY, S.C.
2004 JAN 15 AM 8:26
BALLERY V. SKIPPER
REGISTRAR OF DEEDS

FOURTH AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

THIS FOURTH AMENDMENT TO MASTER DEED is made and executed in Horry County, South Carolina, this 10 day of Nov. 2003, by the Cedar Creek Village Homeowner's Association, Inc. (Homeowner's Association)

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (Declaration) was properly approved by a majority of the lot owners on April 23, 1993, and was recorded in the Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page 100; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled First Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2508, page 1495; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled Second Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2508, page 1497; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled Third Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2003, and recorded in the Horry County Register of Deeds Office on August 14, 2003 in Deed Book 2509, page 1; and

DEED
2686 0142

142

it's President and Touama Bays its Secretary sign, seal and deliver the within Fourth Amendment to the Declaration of Restrictions for Cedar Creek Village Homeowner's Association and that (s)he with the other witness witnessed the execution thereof.

Rudie Jamer

SWORN to and subscribed before me
this 10 day of November, 2003.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 7-2-06



FILED
HORRY COUNTY, S.C.

2004 JAN 15 AM 8:26

FIFTH AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

BALLELY V. SNIPPER
REGISTRAR OF DEEDS

THIS FIFTH AMENDMENT TO MASTER DEED is made and executed in Horry County, South Carolina, this 10 day of Nov., 2003, by the Cedar Creek Village Homeowner's Association, Inc. (Homeowner's Association)

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (Declaration) was properly approved by a majority of the lot owners on April 23, 1993, and was recorded in the Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page 100; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled First Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2508, page 1495; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled Second Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2508, page 1497; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled Third Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2003, and recorded in the Horry County Register of Deeds Office on August 14, 2003 in Deed Book 2509, page 1; and

DEED
2686 0145

145

WHEREAS, Homeowner's Association amended the Declarations by document entitled Fourth Amendment to the Declarations of Restrictions for Cedar Creek Village, dated Nov. 10, 2003, and recorded in the Horry County Register of Deeds Office on Nov 10, 2003 in Deed Book 2686, page 142; and

5

WHEREAS, pursuant to the requirements of Article 35 of the Declaration a majority of the lots in the subdivision have voted to amend Article 14 of the Declarations to restrict the approved construction materials for fences in the Subdivision to material compatible with the appearance of the house on the lot on which the house is located and subject to the approval of the Architectural Board.

NOW THEREFORE, pursuant to Article 35 of the Declaration,

The HOME OWNERS' ASSOCIATION HEREBY PUBLISHES AND DECLARES that the Declaration of Restrictions for Cedar Creek Village recorded in the Horry County Register of Deeds Office on May 3, 1993, at book 1637 page 100, is amended as follows:

Article 14 is hereby amended to add a second sentence stating:

All fences in the Subdivision shall be constructed of materials compatible with the appearance of the house on the lot on which the fence is located. Chain link fences that are already established shall be obscured from view from the front of the lot by shrubs. All fences are subject to the approval of the Architectural Committee.



Notary Public for South Carolina

Commission Expires: 7-2-06

5

148

170996

6

FILED
HORRY COUNTY, S.C. SIXTH AMENDMENT TO THE DECLARATION
2004 JAN 15 AM 8:27 OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

BALLERY J. KIPPER
REGISTRAR OF DEEDS

THIS SIXTH AMENDMENT TO MASTER DEED is made and executed in Horry County, South Carolina, this 10 day of Nov 2003, by the Cedar Creek Village Homeowner's Association, Inc. (Homeowner's Association)

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (Declaration) was properly approved by a majority of the lot owners on April 23, 1993, and was recorded in the Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page 100; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled First Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2508, page 1495; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled Second Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2508, page 1497; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled Third Amendment to the Declarations of Restrictions for Cedar Creek Village, dated July 31, 2003, and recorded in the Horry County Register of Deeds Office on August 14, 2003 in Deed Book 2509, page 1; and

DEED
2686 0149

A
149

6

WHEREAS, Homeowner's Association amended the Declarations by document entitled Fourth Amendment to the Declarations of Restrictions for Cedar Creek Village, dated _____, 2003, and recorded in the Horry County Register of Deeds Office on _____, 2003 in Deed Book 2686, page 142; and

WHEREAS, Homeowner's Association amended the Declarations by document entitled Fifth Amendment to the Declarations of Restrictions for Cedar Creek Village, dated _____, 2003, and recorded in the Horry County Register of Deeds Office on _____, 2003 in Deed Book 2686, page 145; and

WHEREAS, pursuant to the requirements of Article 35 of the Declaration a majority of the lots in the subdivision have voted to amend Article 5 of the Declarations to add a sentence levying a Fifty Dollar (\$50.00) per month penalty every thirty (30) days on unpaid assessments. NOW THEREFORE, pursuant to Article 35 of the Declaration,

The HOME OWNERS' ASSOCIATION HEREBY PUBLISHES AND DECLARES that the Declaration of Restrictions for Cedar Creek Village recorded in the Horry County Register of Deeds Office on May 3, 1993, at book 1637 page 100, is amended as follows:

Article 5 is hereby amended to add a second sentence stating:

Any Owner of an improved or unimproved lot that shall not pay the annual homeowner dues by the January 1st due date will be assessed a \$50.00 dollar (fifty dollar) penalty every thirty days that the dues are not paid.

IN WITNESS WHEREOF, the Homeowner's Association has executed this Sixth Amendment to the Declaration as of the day and year first above written.

Witness:

Wayne James

Rinda James

Cedar Creek Village Homeowner's Association

BY: [Signature]
ITS PRESIDENT

BY: [Signature]
ITS SECRETARY

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Cedar Creek Village Homeowner's Association, Inc. by David Hyatt it's President and [Signature] its Secretary sign, seal and deliver the within Sixth Amendment to the Declaration of Restrictions for Cedar Creek Village Homeowner's Association and that (s)he with the other witness witnessed the execution thereof.

Rinda James

SWORN to and subscribed before me

this 10 day of July, 2003.

[Signature] (L.S.)

Notary Public for South Carolina



My Commission Expires: 7-2-06

6

152

SEVENTH AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

THIS SEVENTH AMENDMENT TO MASTER DEED is made and executed in Horry County, South Carolina, this 7th day of AUGUST 2018, by the Cedar Creek Village Homeowners Association (hereinafter "Homeowners Association").

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (hereinafter "Declaration") was properly approved by a majority of the lot owners on April 23, 1993, and was recorded in the Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page 100; and

WHEREAS, Homeowners Association amended the Declaration by document entitled First Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2508 at page 1495; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Second Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2508 at page 1497; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Third Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book 2509 at page 1; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Fourth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November

Instrument#: 2018000100360, DEED BK: 4137
PG: 1731 DOCTYPE: 069 08/27/2018 at
04:20:51 PM, 1 OF 3 MARION D. FOXWORTH
III, Horry County, SC REGISTRAR OF
DEEDS

10, 2003, and recorded in the Horry County Register of Deeds Office on January 15, 2004 in Deed Book 2686 at page 0142; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Fifth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November 10, 2003, and recorded in the Horry County Register of Deeds Office on January 15, 2004 in Deed Book 2686 at page 0145; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Sixth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November 10, 2003, and recorded in the Horry County Register of Deeds Office on January 15, 2004 in Deed Book 2686 at page 0149; and

WHEREAS, pursuant to the requirements of Article 3 and Article 35 of the Declaration, after a vote, the owners of a majority of the lots in the subdivision have voted to amend Article 3 of the Declaration in order to allow annual assessments in the amount of Two Hundred Fifty and No/100s Dollars (\$250.00) per improved lot and One Hundred Twenty-Five and No/100s Dollars (\$125.00) per unimproved lot in the subdivision.

NOW, THEREFORE, pursuant to Article 35 of the Declaration,

The HOMEOWNERS ASSOCIATION HEREBY PUBLISHES AND DECLARES that the Declaration of Restrictions for Cedar Creek Village recorded in the Horry County Register of Deeds Office on May 24, 1993, in Deed Book 1637 at page 100, is amended as follows:

Article 3, second sentence, is hereby deleted, and the following is substituted in lieu thereof:

The amount of such annual assessment shall be Two Hundred Fifty and No/100s Dollars (\$250.00) per lot on which a house has been built and One Hundred Twenty-Five Dollars (\$125.00) per lot on which a house has not been built.

IN WITNESS WHEREOF, the Homeowners Association has executed this Seventh Amendment to the Declaration as of the day and year first above written.

Witness:

CEDAR CREEK VILLAGE HOMEOWNERS ASSOCIATION

Mel Jh
(1st Witness)

BY: [Signature]
ITS: PRESIDENT

Peggy Ann Darlene Janosky
(Notary)

Mel Jh
(1st Witness)

BY: [Signature]
ITS: SECRETARY

Peggy Ann Darlene Janosky
(Notary)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

Personally appeared before me, the undersigned witness, and made oath that (s) he saw the within named Cedar Creek Village Homeowners Association by John Davenport, its President, and Margaret G. Warren, its Secretary sign, seal, and as his act and deed, deliver the within Seventh Amendment to the Declaration of Restrictions for Cedar Creek Village, and that (s)he, with the other witness, witnessed the execution thereof.

Mel Jh
1st Witness

SWORN to and subscribed before me
this 7 day of August, 2018.

Peggy Ann Darlene Janosky (L.S.)
Notary Public for South Carolina

Printed Name of Notary **Peggy-Ann Darlene Janosky**
My commission expires **April 6th, 2022**
My Commission Expires: _____



Witness is not a party to
or a beneficiary of
the transaction.

EIGHTH AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

THIS EIGHTH AMENDMENT TO MASTER DEED is made and executed in Horry County, South Carolina, this 15 day of Nov, 2021, by the Cedar Creek Village Homeowners Association (hereinafter "Homeowners Association").

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (hereinafter "Declaration") was properly approved by a majority of the lot owners on April 23, 1993, and was recorded in the Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page 100; and

WHEREAS, Homeowners Association amended the Declaration by document entitled First Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002, in Deed Book 2508 at page 1495; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Second Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002, in Deed Book 2508 at page 1497; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Third Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31, 2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002, in Deed Book 2509 at page 1; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Fourth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November 10, 2003,

and recorded in the Horry County Register of Deeds Office on January 15, 2004, in Deed Book 2686 at page 0142; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Fifth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November 10, 2003, and recorded in the Horry County Register of Deeds Office on January 15, 2004, in Deed Book 2686 at page 0145; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Sixth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November 10, 2003, and recorded in the Horry County Register of Deeds Office on January 15, 2004, in Deed Book 2686 at page 0149; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Seventh Amendment to the Declaration of Restrictions for Cedar Creek Village, dated August 7, 2018, and recorded in the Horry County Register of Deeds Office on August 27, 2018, in Deed Book 4137 at page 1731; and

WHEREAS, pursuant to the requirements of Article 3 and Article 35 of the Declaration, after a vote, the owners of a majority of the lots in the subdivision have voted to amend Article 3 of the Declaration in order to allow an annual assessment for financial year 2022 only in the amount of Five Hundred and No/100s Dollars (\$500.00) per improved lot and Three Hundred Seventy-Five and No/100s Dollars (\$375.00) per unimproved lot in the subdivision.

NOW, THEREFORE, pursuant to Article 35 of the Declaration,

The HOMEOWNERS ASSOCIATION HEREBY PUBLISHES AND DECLARES that the Declaration of Restrictions for Cedar Creek Village recorded in the Horry County Register of Deeds Office on May 24, 1993, in Deed Book 1637 at page 100, is amended as follows:

Article 3, the following is added to the second sentence:

The amount of such annual assessment for budget year 2022 only shall be Five Hundred and No/100s Dollars (\$500.00) per lot on which a house has been built and Three Hundred Seventy-Five and No/100s Dollars (\$375.00) per lot on which a house has not been built.

The amount of such annual assessment shall return to Two Hundred Fifty and No/100s Dollars (\$250.00) per lot on which a house has been built and One Hundred Twenty-Five Dollars (\$125.00) per lot on which a house has not been built, in budget year 2023 onwards.

Furthermore

Article 5, the following is added:


Due dates for payment of the 2022 annual assessment are as follows

- I. Two Hundred Fifty and No/100s Dollars (\$250.00) per lot on which a house has been built and One Hundred Twenty-Five Dollars (\$125.00) per lot on which a house has not been built to be paid on January 1st 2022.
- II. One Hundred Twenty-Five and No/100s Dollars (\$125.00) per lot to be paid on or before 1st April 2022
- III. One Hundred Twenty-Five and No/100s Dollars (\$125.00) per lot to be paid on or before 1st July 2022


IN WITNESS WHEREOF, the Homeowners Association has executed this Eighth Amendment to the Declaration as of the day and year first above written.

Witness:

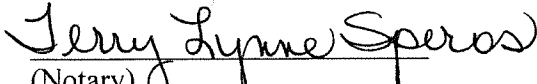
CEDAR CREEK VILLAGE HOMEOWNERS
ASSOCIATION



(1st Witness)

BY: 


ITS: PRESIDENT



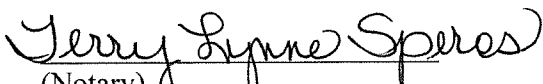
(Notary)

BY: 

ITS: SECRETARY



(1st Witness)



(Notary)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

Personally appeared before me, the undersigned witness, and made oath that (s) he saw the
within named Cedar Creek Village Homeowners Association by Brian Lee Keck, its
President, and John Dickerson, its Secretary sign, seal, and as his act and deed, deliver the
within Seventh Amendment to the Declaration of Restrictions for Cedar Creek Village, and that (s)he,
with the other witness, witnessed the execution thereof.

[Signature]
1st Witness

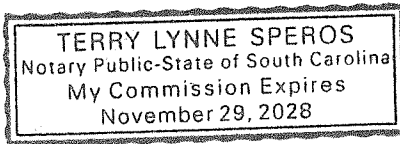
SWORN to and subscribed before me
this 15th day of November, 2021

Terry Lynne Speros (L.S.)

Notary Public for South Carolina

Terry Lynne Speros

Printed Name of Notary



My Commission Expires: _____

**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: McCutchen Mumford

ADDRESS:

4610 Oleander St. (Suite 203)
Myrtle Beach, SC 29577

TELEPHONE: (843) 449-3411

FAX: (843) 449-3411

E-MAIL ADDRESS: mac@lawyersatthebeach.com

Related Document(s): book **1637** , page **100**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

**BRIEF PROPERTY DESCRIPTION: EIGHTH AMENDMENT TO DECLARATION OF RESTRICTIONS FOR CEDAR
CREEK VILAGE RECORDED IN DEED BOOK 1637 AT 100**

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

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

FULL BUSINESS NAME

1. **CEDAR CREEK VILLAGE HOMEOWNERS ASSOCIATION**

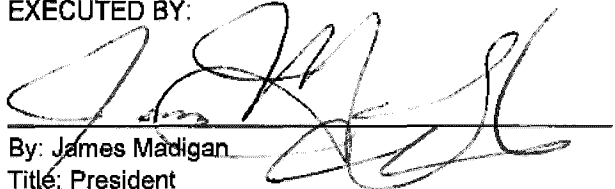
GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **CEDAR CREEK VILLAGE HOMEOWNERS ASSOCIATION**

DOCUMENT TYPE and DATE OF INSTRUMENT BEING FILED	Ninth Amendment to Declaration of Restrictions dated November 26, 2024
FULL BUSINESS NAME:	Cedar Creek Village Homeowners Association, Inc.
DATE:	December 4, 2024.
CONTACT INFORMATION:	John Dickenson, Secretary Cedar Creek Village HOA P.o. BOX 1628 Little River, SC 29566 Phone: Fax: dickensonj@outlook.com
LEGAL DESCRIPTION/ADDRESS:	Ninth Amendment to Declaration of Restrictions for Cedar Creek Village located off Lake Circle and Cedar Light Lane in Little River, South Carolina

EXECUTED BY:


By: James Madigan
Title: President

DOCUMENT SHALL BE RETURNED TO:

Name: Luther O. "Mac" McCutchen, IV
McCutchen, Vaught, Geddie & Hucks, P.A.
4610 Oleander Drive, Suite 203, Myrtle Beach, SC 29577

Tel: 843-449-3411 - Fax: 843-449-2317

E-Mail: mac@lawyersatthebeach.com or cms@lawyersatthebeach.com

NINTH AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR CEDAR CREEK VILLAGE

THIS NINTH AMENDMENT TO MASTER DEED is made and executed in Horry
County, South Carolina, this 4th day of ~~December~~ December 2024, by the Cedar Creek Village
Homeowners Association (hereinafter "Homeowners Association").

WITNESSETH

WHEREAS, the Declaration of Restrictions for Cedar Creek Village (hereinafter
"Declaration") was properly approved by a majority of the lot owners on April 23, 1993, and was
recorded in the Horry County Register of Deeds Office on May 3rd, 1993, at book 1637 page
100; and

WHEREAS, Homeowners Association amended the Declaration by document entitled
First Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31, 2002,
and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed Book
2508 at page 1495; and

WHEREAS, Homeowners Association amended the Declaration by document entitled
Second Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31,
2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed
Book 2508 at page 1497; and

WHEREAS, Homeowners Association amended the Declaration by document entitled
Third Amendment to the Declaration of Restrictions for Cedar Creek Village, dated July 31,
2002, and recorded in the Horry County Register of Deeds Office on August 14, 2002 in Deed
Book 2509 at page 1; and

WHEREAS, Homeowners Association amended the Declaration by document entitled
Fourth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November

10, 2003, and recorded in the Horry County Register of Deeds Office on January 15, 2004 in Deed Book 2686 at page 0142; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Fifth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November 10, 2003, and recorded in the Horry County Register of Deeds Office on January 15, 2004 in Deed Book 2686 at page 0145; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Sixth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November 10, 2003, and recorded in the Horry County Register of Deeds Office on January 15, 2004 in Deed Book 2686 at page 0149; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Seventh Amendment to the Declaration of Restrictions for Cedar Creek Village, dated August 7, 2018, and recorded in the Horry County Register of Deeds Office on August 27, 2018 in Deed Book 4137 at page 1731; and

WHEREAS, Homeowners Association amended the Declaration by document entitled Eighth Amendment to the Declaration of Restrictions for Cedar Creek Village, dated November 15, 2021, and recorded in the Horry County Register of Deeds Office on November 18, 2021 in Deed Book 4486 at page 1967; and

WHEREAS, pursuant to the requirements of Article 3 and Article 35 of the Declaration, after a vote, the owners of a majority of the lots in the subdivision have voted to amend Article 3 of the Declaration in order to allow annual assessments in the amount of Four Hundred Twenty-Five and No/100s Dollars (\$425.00) per improved lot and Two Hundred Fifty-Five and No/100s Dollars (\$255.00) per unimproved lot in the subdivision.

NOW, THEREFORE, pursuant to Article 35 of the Declaration,

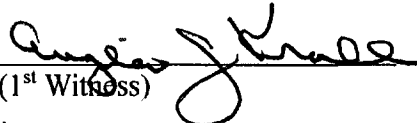
The HOMEOWNERS ASSOCIATION HEREBY PUBLISHES AND DECLARES that
the Declaration of Restrictions for Cedar Creek Village recorded in the Horry County Register
of Deeds Office on May 24, 1993, in Deed Book 1637 at page 100, is amended as follows:

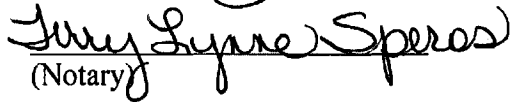
Article 3, second sentence, is hereby deleted, and the following is substituted in lieu
thereof:

The amount of such annual assessment shall be Four Hundred
Twenty-Five and No/100s Dollars (\$425.00) per lot on which a
house has been built and Two Hundred Fifty-Five and No/100s
Dollars (\$255.00) per lot on which a house has not been built.

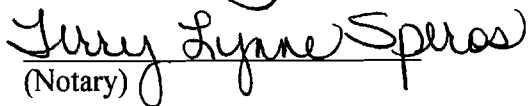
IN WITNESS WHEREOF, the Homeowners Association has executed this Seventh
Amendment to the Declaration as of the day and year first above written.

Witness:


(1st Witness)


(Notary)


(1st Witness)


(Notary)

CEDAR CREEK VILLAGE HOMEOWNERS
ASSOCIATION

BY: 
ITS: PRESIDENT

BY: 
ITS: SECRETARY

**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: Amendment Deed Book

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: McCutchen Mumford

ADDRESS:

4610 Oleander St. (Suite 203)

Myrtle Beach, SC 29577

TELEPHONE: (843) 449-3411

FAX: (843) 449-3411

E-MAIL ADDRESS: mac@lawyersatthebeach.com

Related Document(s): book **1637** , page **100**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

**BRIEF PROPERTY DESCRIPTION: NINTH AMENDMENT TO CEDAR CREEK VILLAGE DECLARATION OF
RESTRICTIONS**

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

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

FULL BUSINESS NAME

1. **CEDAR CREEK VILLAGE OWNERS ASSOCIATION INC**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. **CEDAR CREEK VILLAGE OWNERS ASSOCIATION INC**