

NOW, THEREFORE, the Declaration of Restrictions and Protective Covenants for Cherry Grove Cottages and the By-Laws for the Cherry Grove Cottages Property Owners' Association, Inc. are hereby amended to alter or change the following provisions of the Declaration, as follows:

AMENDMENTS

Declaration

Article VIII, Section 8. Recreational Vehicles, Boats, and Trailers, of the Declaration of Restrictions and Protective Covenants of Cherry Grove Cottages, recorded in Deed Book 3110 at Page 760, in the Office of the Register of Deeds for Horry County, South Carolina, is hereby amended to read as follows:

Section 8. Recreational Vehicles, Boats and Trailers. No campers, trucks, recreational vehicles, trailers, boats, motorbikes, motorcycles or tractors may be parked or kept within the Properties unless parked within an enclosed garage or within area(s) designated for such use by the Association. Provided, however, that this provision shall not be implied to obligate either Association or Declarant to provide such areas.

Boats will be allowed to be parked in the driveway of the Homeowner from Memorial Day weekend through Labor Day weekend. Thereafter, boats will be allowed to be parked in a Homeowner's driveway for non-consecutive ten (10) day periods. If the boat is not removed after each ten (10) day period, the Homeowner will incur a \$25.00 per day fine until the boat is removed.

Article VIII, Section 20. Rent or Leasing of Dwelling/Interval Ownership, of the Declaration of Restrictions and Protective Covenants of Cherry Grove Cottages, recorded in Deed Book 3110 at Page 760, in the Office of the Register of Deeds for Horry County, South Carolina, is hereby amended to read as follows:

Section 20. Rent or Leasing of Dwelling/Interval Ownership. No dwelling or any portion hereof may be submitted to a plan of interval ownership or any form of timesharing. Provided, however, nothing herein shall be construed as limiting the right of any Owner of any DWELLING from renting or leasing his or its DWELLING except that a DWELLING Owner may not rent or lease his DWELLING for a period of time less than one year.

By-Laws

ARTICLE III, MEETING OF MEMBERS, Section 1, Annual Meetings, of the By-Laws of Cherry Grove Cottages Property Owners' Association, Inc., appended to the Declaration of Restrictions and Protective Covenants of Cherry Grove Cottages and recorded in Book 3110 at Page 760 in the office of the Register of Deeds for Horry County, South Carolina, is hereby amended to read as follows:

Section 1. Annual Meetings. The first annual meeting of the members shall be held within fourteen months from the date of conveyance of the first Lot to an Owner, and each subsequent regular annual meeting of the members shall meet annually (at least once per calendar year) either in person or via an appropriate online virtual collaborative platform at a time and date to be established by the Board of Directors.

ARTICLE V, NOMINATION AND ELECTION OF DIRECTORS, Section 1. Nomination, of the By-Laws for Cherry Grove Cottages Property Owners Association, Inc. is hereby amended as follows:

Section 1., Nomination. Nomination for election to the Board of Directors shall be made by members of the Property Owners' Association, and such nominations may also include those proposed by the Board of Directors.

ARTICLE V, NOMINATION AND ELECTION OF DIRECTORS, Section 2. Election, of the By-Laws for Cherry Grove Cottages Property Owners Association, Inc. is hereby amended as follows:

Section 2., Election. Election to the Board of Directors shall be by secret written ballot, or by electronic voting means offered via online virtual platforms. At such elections, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

The Declaration of Restrictions and Protective Covenants of Cherry Grove Cottages and the By-Laws for Cherry Grove Cottages Property Owners' Association, Inc. are hereby amended as set forth above, and the terms and provisions of the Declaration and the terms and provisions of the By-Laws, as amended, are hereby ratified, confirmed and adopted in all respects and particulars as to each and every provision thereof, except as to any provision expressly amended as set forth herein.

**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: fmj@lawyersatthebeach.com

Related Document(s): book **3110** , page **760**

PURCHASE PRICE / MORTGAGE AMOUNT: \$,

**BRIEF PROPERTY DESCRIPTION: AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR CHERRY GROVE COTTAGES AND BY-LAWS FOR CHERRY GROVE COTTAGES POA**

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

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

FULL BUSINESS NAME

1. CHERRY GROVE COTTAGES PROPERTY OWNERS ASSOCIATION INC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. CHERRY GROVE COTTAGES PROPERTY OWNERS ASSOCIATION INC