

HORRY COUNTY ASSESSOR
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Deed Bk. 1391 Pg. 671

Map Bk Parcel
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FILED
HORRY COUNTY, S.C.
MAY 10 1990
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

SECOND AMENDMENT TO ADD PHASE VII-
RIVER VILLAGE (PHASE I) TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE LAKES SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE LAKES SUBDIVISION, made this
the 25th day of April, 1990, by EDWARD J. EDELEN, III,
hereinafter called "Developer".

WITNESSETH

WHEREAS, the "Developer" established Declaration of
Covenants, Conditions, Restrictions and Easements for The Lakes
Subdivision, dated January 30, 1989, and recorded February 23,
1989, in Deed Book 1289, at Page 272, in the Office of the
Register of Mesne Conveyances for Horry County, South Carolina;
and

WHEREAS, in Article V, Paragraph 2, it provided for
annexation by the "Developer"; and

WHEREAS, it is the intent of the "Developer" to annex Phase
VII into The Lakes Subdivision for the purpose of the development
of a Single Family Home Development, being developed by RIVER
VILLAGE CORPORATION OF MYRTLE BEACH, which was provided for in
the original plan of The Lakes Subdivision.

NOW, THEREFORE, in consideration of the foregoing, said
"Developer" hereby declares and covenants as follows:

1. Article II, Paragraph 5, of the Declaration of The Lakes
Subdivision is amended to add the following Paragraphs (a)

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through (d) with regard to Phase VII of The Lakes Subdivision-River Village (Phase I):

Setbacks and Building Lines.

(a) On corner lots, no house shall be closer than fifteen (15') feet from any street easement line. Front setback shall be twenty-five (25') feet; side setback lines shall be five (5') feet; and rear setback lines shall be eight (8') feet from ten (10') foot rear easements, i.e., eighteen (18') feet from rear property line of non-lake lots or eight (8') feet from lake easement on lake lots. Any outbuildings, such as garages or storage shed, if permitted, shall be within the setbacks.

(b) Walls and Fences. Decorative fences not over four (4') high, in keeping with the surrounding neighborhood are allowed in wood, brick or stone. No fence or hedges shall be constructed within five (5') feet of the ten (10') foot lake easement.

(c) Subdivision of Lots. Lots may not be subdivided, except to be added to adjoining lots to make larger single building lots. In such event, the building line requirements provided herein shall apply to such lots as re-subdivided or combined.

(d) Terraces, Eaves. Terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of the building.

2. Article II, Paragraph 6, of the Declaration of The Lakes Subdivision is amended to add the following paragraph with regard to Phase VII of The Lakes Subdivision-River Village (Phase I):

Building Requirements. The enclosed heated and unheated areas of the house, inclusive of attached garages, shall be not less than 1,500 square feet. A multi-story house shall have a minimum enclosed area of 1,500 square feet total with at least 1,000 square feet on the ground floor.

3. Article II, Paragraph 6, of the Declaration of The Lakes Subdivision is amended to add the following paragraph with regard to Phase VII of The Lakes Subdivision-River Village (Phase I):

Signs. For sale signs shall be allowed up to six (6) feet square on individuals' lots and builders' lots with an approved site plan. However, Developer is allowed to use signs to identify and advertise the development, lots and/or homes during the development and construction period.

4. Article II, Paragraph 17, of the Declaration of The Lakes Subdivision is amended to add the following paragraph with regard to Phase VII of The Lakes Subdivision-River Village (Phase I):

Easements. Lots shall be subject to the easements as shown on the recorded plat. The developer reserves a ten (10) foot easement in front and rear yards and five (5) foot easement in side yard of ingress and egress for the installation and inspection of all utilities and drainage facilities. Said easements are hereby reserved over, upon, and across and under each lot on a strip of land ten (10) feet width along the front and rear lot lines and five (5) feet in width along side lot lines. Within these easements, no structure, planting, except small root plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Lot owners shall be responsible for all maintenance in the easement area and for the replacement of all plants within the easements if such plants are damaged during maintenance or repair of the utilities.

5. Article II, Paragraph 18, of the Declaration of The Lakes Subdivision is amended to add the following Paragraph with regard to Phase VII of The Lakes Subdivision-River Village (Phase I):

Lake Easement. A specific ten (10) foot lake easement is reserved along all lakes for maintenance purposes.

6. Article IV, Section 3, of the Declaration of The Lakes Subdivision is amended to add the following Section with regard to Phase VII of The Lakes Subdivision-River Village (Phase I):

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to or after, the maximum annual assessment shall be Seventy-two (\$72.00) Dollars per Lot, exclusive of the special yearly assessment for River Village section of The Lakes Phase VII

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owners as described above.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of sixty-six and 66/100 (66.66%) percent of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

7. Article V is hereby amended to add an additional paragraph to the Declaration of The Lakes Subdivision which will be designated as Paragraph 5, ANNEXATION:

ANNEXATION. Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members.

8. Description of River Village (Phase I).

The property being annexed herein is hereby described as follows:

All and singular, all those parcels, tracts, or lots of land as shown on that plat of Phase VII of The Lakes Subdivision-River Village dated July 28, 1989, and recorded the 28th day of July, 1989, in Plat Book 105 at page 165, records of the Office of the RMC for Horry County, South Carolina, said property being all of the property for River Village (Phase I).

All remaining Articles of the Declaration of Covenants, Conditions, Restrictions and Easements for The Lakes Subdivision shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, Edward J. Iselen, III, has caused these covenants to be executed in its name on the day and year first above written.

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WITNESSES:

Jacqueline K. Smith
Renee H. Miller

DEVELOPER:

By: Edward J. Edelen, III
Edward J. Edelen, III

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

PROBATE

PERSONALLY appeared before me the undersigned witness and made att that s/he saw the within named Developer by Edward J. Edelen, III, sign, seal and as its act and deed deliver the within written SECOND AMENDMENT TO ADD PHASE VII - RIVER VILLAGE (PHASE I) TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE LAKES SUBDIVISION; and that s/he with the other persons subscribed above witnessed the execution thereof.

Jacqueline K. Smith

SWORN before me this
day of April, 1990.

Renee H. Miller
Notary Public for South Carolina

My Commission expires: 4/3/96