

## **AVALON AT CAROLINA FOREST RULES AND REGULATIONS**

**Section 6.1 Lot Use and Conveyance.** All Lots shall be used exclusively for single-family detached residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of anyone or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners therefore shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

**Section 6.2 Architectural Control.** No building, outbuilding, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declaration, be made the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development period, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefore as above provided. However, there shall be no such approval of the planting of hedges, walls, fences, structures and/or other improvements prohibited under Section 3.8 above, and any such approval shall be null and void. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, then the request for approval shall be deemed denied.

Declarant intends that the members of the Architectural Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Architectural Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Committee, could only conclude that such determination constituted an abuse of discretion.

The Architectural Committee may inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations.

Neither the Architectural Committee nor any agent thereof, nor the Declarant, or Association shall be liable in any way for costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Architectural Committee, Association or Declarant be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Architectural Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction advice, engineering, and inspections on each lot prior to proposing construction.

**Section 6.3 Leasing.** Any Lot may be leased by its Owner.

No timesharing, interval ownership or other related ownership scheme shall be permitted. In addition, no leasing or rental of any dwelling shall be permitted having a duration of less than three (3) months.

**Section 6.4 Animals.** No animals shall be kept or maintained on any lot except domestic, household pets traditionally kept in individual residences throughout the state of South Carolina. All such pets shall be kept reasonably confined so as not to become a nuisance. Excessive barking of dogs or vicious animals shall constitute a nuisance and may be ordered by the Association to be removed upon the property.

**Section 6.5 Outside Storage.** All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers. No clotheslines shall be erected or maintained upon the Property.

**Section 6.6 Setback Lines.** Front Building lines are hereby established as shown on the Plat. Between such Front Building lines and the right-of-way lines there shall erected, placed or altered no structure or part thereof, except fences in keeping with architectural style as specifically approved by the Declarant until the end of the Development period, and thereafter by the Association Board of Directors or Architectural review Committee; provided, however, except that in no case will such fences be permitted on the public right-of-way. The building lines, which are from public right-of-way lines, are parallel to and measured perpendicularly from these public right-of-way lines.

**Section 6.7 Side Setbacks.** The minimum side yard and minimum rear yard requirements shall be those as set forth on the plat.

**Section 6.8 Temporary Structures and Outbuildings.** No structure of a temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed or altered upon any Lot for use as a residence either temporarily or permanently, or at any time be used for such purpose.

**Section 6.9 Motor Vehicle Repair.** The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration.

**Section 6.10 Nuisances.** No noxious or offensive activities shall be carried on or permitted or exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any Lot by this Declarant, which may be all or in part destroyed by fire, wind, storm, or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

**Section 6.11 Permitted Uses.** No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this property is developed.

**Section 6.12 Drains.** No house footing drain or roof water drain shall be discharged into the sanitary sewers.

**Section 6.13 Residential Use.** Lots may be used for residential purposes and only for one single-family dwelling, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot and which have been approved in accordance with the architectural review provisions of this Declaration. All Lots in this subdivision shall be designated as residential Lots, and no home shall exceed two and one half (2-1/2) stories or thirty-five (35) feet in height.

**Section 6.14 Size.** Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot within shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages, of not less than what is required by the applicable zoning and subdivision control ordinances.

**Section 6.15 Unsightly Growth.** In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys fees and costs of collections.

**Section 6.16 Site Visibility.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) feet above the street shall be laced or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sightline limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

**Section 6.17 Semi-tractor trucks, trailers, etc.** No semi-tractors trucks, semi-trucks, semi-tractor trailers, boats, campers, travel trailers, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, builder's or association's business on the Property. Owners shall not park their automobiles or other vehicles on the street or Common Areas of the Property.

**Section 6.18 Sign Limitations.** No sign of any kind, other than those installed by Declaring, the Association, or a Builder, may be displayed to public view on any Lot, except that one (1) sign with an area of not more than six (6) feet and of a design approved by Declarant may be displayed with the purpose of advertising the Lot for sale.

**Section 6.19 Lakes. Lake Area(s).** Except as otherwise provided, no individual using a Lake, if any has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity, which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except as for drainage of the Property, unless expressly and specifically approved by the Board of

Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

**Section 6.20 Rules and Regulations.** The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

**Section 6.21 Development and Sale Period.** Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots; such facilities may include, without limitation, storage areas, signs, flags, banners, parking areas, model residences, construction offices, sales offices and business offices.

**Section 6.22 Outside use of Lots.** Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, walls or other improvements shall be erected or maintained upon Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors. Above ground swimming pools are prohibited on the Property unless completely shielded from view from any adjoining Lots and Common areas.

**Section 6.23 Mailboxes.** No mailboxes shall be installed upon Lots. All mail receptacles will be located within a mailbox pavilion located with the Common Areas.

**Section 6.24 Home Occupations.** No Lot or Dwelling Unit located thereon shall be used for any purpose other than as a single family residence, except a home occupation which is both permitted under the applicable zoning ordinance and which also complies with the following guidelines:

- (a) Any home occupation must be conducted entirely within the residence and conducted solely by a member of the immediate family residing in said Dwelling Unit;
- (b) Any home occupation must be clearly incidental and secondary to the use of the Dwelling Unit for residential purposes;
- (c) There can be no sign or display that will indicate from the exterior, of the Dwelling Unit that the Dwelling Unit is being used, in whole or in part, for any purpose other than that of a residential dwelling;
- (d) No commodity can be sold from the Lot or Dwelling Unit located thereon.
- (e) No person can be employed other than a member of the immediate family residing in the Dwelling Unit;
- (f) No manufacturer or assembly operations can be conducted; and
- (g) Customers cannot enter upon the Lot or Dwelling Unit for the purpose of conducting business.

In no event shall the following similar activities be conducted: childcare, barbershop, styling salon, animal hospital, kennel, any form of animal care or treatment such as dog trimming, or any similar activities.

**Section 6.25 Fences.** The Architectural Committee, prior to any installation, must approve any fencing and landscaping screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the community. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Architectural Committee when reviewing fences for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by Architectural Committee, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Architectural Committee. Non-professionally installed fences may be inspected by the Architectural Committee after completion in order to ensure that the fence is of a professional quality,

And final approval of such fence shall be deemed withheld until completion of this final review. All fences shall be kept in good repair by the Owner. No fence shall be located any closer to the front line than the rear foundation line of the residence, unless approval in accordance with the architectural review provisions of the Declaration.

Fences are to be vinyl or treated wood, with a height of not less than 42" not more than 72" above grade and of a white color. The Architectural Committee must approve all fencing materials, design, and location. The Architectural Committee will approve landscape screening materials, design, and location on an individual basis.

The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Architectural Committee for written approval at thirty (30) days prior to proposed construction. If however, approval has not been received by applicant in writing within thirty (30) days after submitted, than said request shall be considered DENIED.

**Section 6.26 Animal Kennels.** Animal quarters or kennels must be approved by the Architectural Committee.

**Section 6.27 Storage Receptacles.** No fuel tanks or similar storage receptacles may be located on the Lots (with the exception of small tanks for supplying fuel to gas grills and tanks for gas logs for fireplaces which must be properly buried underground in accordance with all applicable laws and regulations).

**Section 6.28 Water Systems.** No individual water supply system shall be permitted within the subdivision 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 Declarant, its successors and assigns, prior to installation.

## **AVALON RULES AND REGULATIONS FOR THE AMENITY CENTER**

Everyone has to share the fields and courts you cannot take the entire field or court at one time.

No pets allowed on the field or inside the pool area.

Pool hours are from 9:00am to 10:00pm weekdays and 9:00am to 11:00pm weekends. Anyone caught in the pool area after hours will be considered trespassing and arrests will be warranted.

All owners and guests must display current pool passes, if you do not have your pool pass with you then you are considered trespassing and arrest will be warranted. Each household will be given 2 pool passes. If you have to purchase another pool pass due to loss the cost for a replacement pass is \$50.00.

While in the pools and playground area an adult must accompany all children under (14) fourteen years of age (SC LAW).

**Smoking Is Only Allowed In The Designated Smoking Area**

The covered picnic area can be reserved through Wright Management for a specific date and time for \$75.00 for a B-DAY party, cookout etc. If not reserved through HOA then anyone can utilize the covered picnic area even if your group is using it.

No scooter, skateboards, roller blades or bicycles, etc. are to be used inside the pool area.

All golf carts must be registered with the county and or the city and no one without a drivers licensed is allowed to operate a golf cart (SC LAW).

Security is the responsibility of each and every one of us. Depending on the nature of the situation, owners or tenants are requested to notify either the County Police or Wright Management.

As a community we need to follow and police the above rules, if we do not then the amenity center will not be a nice place for ourselves and our children to go to and will drive property value down.

# AVALON POA

## RULES AND REGULATIONS

### 1. GENERAL MAINTENANCE AND USE

Each Property Owner is responsible for the proper conduct of their family and/or guests (including tenants) while on POA (Property Owner Association) property. **Copies of our Rules and Regulations should be provided to all guests and/or tenants.** Any violation of the Rules and Regulations will be the responsibility of the homeowner.

Each Property Owner/guest shall maintain and use the POA property in such a manner so as to: a) insure the safety and comfort of everyone using the facilities, b) promote maximum enjoyment of the facilities.

### 2. CONDUCT OF CHILDREN

Parents are responsible for the general conduct of their children at all times. Damage to any of the POA's property or personal property of the other owners or guests by children will be the responsibility of the parent. An adult must accompany all children under fourteen (14) years of age in the pool areas and playground per South Carolina Law.

### 3. SECURITY

Security is the responsibility of each and every owner/guest. Depending upon the nature of the situation, owners/guests are requested to notify Excalibur Security at (843) 455-1903 or Horry County Police Department at 248-6241 for non-emergency or 911 for emergencies.

### **4. NOISE**

It is essential to be thoughtful of one's neighbors in a single-family community. Noise becomes an annoyance during certain hours of the day, such as early morning or late evening, when most people are resting. Therefore, excessively disturbing noises, which interfere with the rights and comforts or other conveniences of neighbors, will not be tolerated. Noise from stereos, musical instruments, motor vehicles, barking dogs, etc. as well as people should be kept at a minimum at all times and especially during the hours of 10:00 PM through 8:00 AM. A warning will be given on the first occasion and fines imposed for subsequent violations.

## **5. POOL AND AMENITY CENTER**

**ALL PROPERTY OWNERS AND GUESTS ARE CAUTIONED THAT THEY SHOULD USE THE SWIMMING POOL, AT THEIR OWN RISK.**

- A. Everyone has to share the fields and courts. You cannot take the entire field or court at one time.
- B. The covered picnic area can be reserved through Wright Management for a specific date and time for a refundable deposit of \$75.00 for a party, etc. If not reserved through the POA then anyone can utilize the covered picnic area even if your group is using it.
- C. All owners and guests must display current pool passes. If you do not have your pool pass with you, then you are considered trespassing and arrest will be warranted. Each household will be given 2 pool passes. If you have to purchase another pool pass due to loss the cost for a replacement pass is \$50.00
- D. Bottles or glass objects will not be permitted at any time in the swimming pool area.
- E. While in the pool area and playground area an adult must accompany all children under fourteen (14) years of age (SC Law).
- F. No smoking will be allowed in the pool area except in designated smoking areas.
- G. Furniture shall not be removed from the pool area.
- H. No pets are allowed on the field or in the pool area.
- I. Radios, CD/Cassette players, or television sets can be annoying to others. Therefore they may only be played softly as to not disturb others using the facility. If requested by ANY other person, the volume MUST be lowered to a point that it does not disturb others.
- J. Pool is open seasonal from 9:00 AM – 10:00 PM weekday and 9:00 AM – 11:00 PM weekends. Anyone caught in the pool area after hours will be considered trespassing and arrests will be warranted.
- K. No scooters, skateboards, roller blades or bicycles, etc. are to be used inside the pool area.
- L. All golf carts must be registered with the county and/or the city and no one without a drivers license is allowed to operate a golf cart (SC Law)

## **6. PETS**

In no event shall pets be permitted in any of the common areas of the property unless carried or on a leash or under the **direct** supervision of the owner. PET OWNERS ARE RESPONSIBLE FOR CLEANING UP AFTER THEIR PETS ON COMMON AREA. FINES WILL BE ASSESSED TO ANY OFFENDING HOMEOWNER HOUSING THE VIOLATION.

## **7. PARKING AND MOTOR VEHICLES**

- A. PARKING OF VEHICLES BY OWNERS, GUESTS AND/OR TENANTS SHALL BE PERMITTED ONLY UPON THE PAVED AREAS LOCATED UPON LOTS OR AT THE AMENITIES CENTER IN AVALON AT CAROLINA FOREST.
- B. All campers, trailers, boats or boat trailers are STRICTLY PROHIBITED FROM OVERNIGHT PARKING ON ANY LOT OR ANY PORTION OF THE ASSOCIATION PROPERTY UNLESS FULLY ENCLOSED IN A GARAGE.
- C. No vehicle repairs may be made unless in an emergency situation, such as a dead battery, flat tire, etc.

## **8. ARCHITECTURAL CONTROL**

- A. Alterations or additions to any portion of a residential property shall not be made by any resident without prior written approval of the POA. Procedures for obtaining approval are outlined in the POA's Covenants and Restrictions of the Master Deed.
- B. Satellite dish and/or TV antennas must have prior POA approval.

## **9. SIGNS**

No sign of any kind, other than those installed by the Association may be displayed to public view on any Lot, except the approved design by the POA may be displayed with the purpose of advertising the home for sale or for rent.

## **10. REFUSE**

Waste Industries trash pickup is Friday AM and containers may be placed by the street no earlier than Thursday night for the pick up on Friday. ALL OTHER TIMES, containers must be stored out of sight of the neighborhood.

## **11. RULES CHANGE**

The POA reserves the right to change, revoke or add to existing Rules and Regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the POA's property and it's owners/guest and to promote cleanliness and good order of the property and to assure the comfort and convenience of owners/guests.

## **12. VIOLATIONS**

- A. Violation of the Rules and Regulations is subject to fines, which shall be a special assessment and a lien upon the property of the homeowner housing the violator in addition to all other legal remedies.
- B. Said fine may be assessed repeatedly upon the failure of a homeowner or guest to correct the infraction after notice by the POA to obey these Rules and Regulations as well as other obligations imposed by the POA documents. It is the responsibility of the homeowner to recover the amount of the fines and any expenses from their guests if the guest is causing the infraction. Any fine or expenses levied shall be collected in the same manner as common assessments.
- C. Fines Schedule
  - I) 1<sup>st</sup> Offense - Warning
  - II) 2<sup>nd</sup> Offense - \$55.00 Fine
  - III) 3<sup>rd</sup> Offense - \$85.00 Fine
  - IV) 4<sup>th</sup> Offense - \$105.00 Fine
  - V) \$105.00 each violation of the same offense thereafter

## **13. CONCLUSION**

Property Owners of Avalon are required to cooperate by adhering to the Rules and Regulations. The Regulations were not set up in an arbitrary fashion nor were they created to work a hardship on anyone. Their purpose is to insure the safety and comfort of everyone using the facilities so that all owners and their guests will enjoy the maximum amount of pleasure.

COPY

FILED  
 HORRY COUNTY, S.C.  
 STATE OF SOUTH CAROLINA )  
 COUNTY OF HORRY )  
 2004 FEB -3 AM 10:36  
 GALLERY V. SKIPPER  
 REGISTRAR OF DEEDS

AMENDMENT TO THE DECLARATION  
 OF COVENANTS, CONDITIONS AND  
 RESTRICTIONS OF AVALON AT  
 CAROLINA FOREST

WHEREAS, Five Points Road Development Company, LLC, an Indiana Limited Liability Company (hereinafter referred to as "Declarant") made and executed that certain Declaration of Covenants, Conditions and Restrictions of Avalon at Carolina Forest dated June 22, 2000 and recorded June 28, 2000 in Deed Book 2275 at Page 925, records of Horry County, South Carolina (said Declaration, as the same has previously been amended is hereinafter referred to as the "Avalon Declaration"); and

WHEREAS, the Avalon Declaration contains a provision in Section 6.23 relating to mailboxes, and

WHEREAS, pursuant to the terms and provisions of the Avalon Declaration, the Avalon Declaration has been amended as more particularly set forth herein.

NOW, THEREFORE, in accordance with the terms and provisions of the Avalon Declaration, the undersigned, representing at least seventy-five (75%) percent of the Owners of property within Avalon at Carolina Forest being subject to the terms and provisions of the Avalon Declaration, hereby amend Section 6.23 of the Avalon Declaration to read as follows:

Section 6.23

**Mailboxes:** The Association shall cause to be installed a mail receptacle for each Lot at such time as a residence is completed upon such Lot. The mail receptacle shall consist of a mailbox located upon a post, which post shall be installed along the common boundary between two Lots. Two mailboxes shall be placed on each post with one mailbox serving each of the adjacent Lots. In the event that there is no adjacent Lot or that such adjacent Lot shares a post with a Lot on the opposite side of said Lot, a post with a single receptacle shall be placed along the lot line for use by that Lot. All mail receptacles and posts shall be of uniform type and color. The Association shall assess each Owner of a Lot \$50.00 to be applied toward the cost of such mail receptacle, post, and the installation thereof. Following installation, it shall be the responsibility of each Owner to maintain such Owner's mail receptacle and it shall be the combined responsibility of each of the Owner's sharing the post on which such mail receptacle is located to maintain such post.

The foregoing amendment was duly approved in accordance with the terms and provisions of the Avalon Declaration.

RETURN TO  
 BELLAMY, RUTENBERG, COPELAND  
 EPPS, GRAVELY & BOWERS, P.A.  
 POST OFFICE BOX 357  
 MYRTLE BEACH, S.C. 29578  
 (843) 448-2400

*Handwritten signature/initials*

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be made as of this 29<sup>th</sup> day of January, 2004.

In the Presence of:

Declarant:

Avalon at Carolina Forest Property Owners Association, Inc.

BY: [Signature]  
Its: Secretary

[Signature]  
[Signature]

For Approvals of Individual Lot Owners, see Attached Signatures Pages

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within named Avalon at Carolina Forest Property Owners Association, Inc., a South Carolina Corporation, by Its duly authorized officer(s), Sign, Seal and as Its Act and Deed Deliver the within written AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVALON AT CAROLINA FOREST; and s/he with the undersigned notary witnessed the execution thereof.

[Signature]

SWORN to before me this 29<sup>th</sup> day of January, 2004.

[Signature]

Notary Public for South Carolina  
My Commission Expires: 12/18/08  
[SEAL]