

Prepared by and return to:  
Willcox, Buyck & Williams, PA  
2050 Corporate Centre Drive, Ste. 230  
Myrtle Beach, SC 29577  
WBW File #30000.112543

Instrument#: 2017000023261, DEED BK: 3991  
PG: 1111 DOCTYPE: 069 03/01/2017 at  
02:29:22 PM, 1 OF 4 MARION D. FOXWORTH  
III, HORRY COUNTY, SC REGISTRAR OF  
DEEDS

<b>STATE OF SOUTH CAROLINA</b>	)	<b>ELEVENTH AMENDMENT TO</b>
	)	<b>DECLARATION OF</b>
<b>COUNTY OF HORRY</b>	)	<b>COVENANTS, CONDITIONS AND</b>
	)	<b>RESTRICTIONS FOR</b>
	)	<b>THE FARM AT CAROLINA FOREST</b>

**WHEREAS, D.R. Horton, Inc.,** (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records (the "Declaration"); and,

**WHEREAS,** the Declaration has heretofore been amended by that certain First Amendment to the Declaration recorded on July 30, 2004 in Deed Book 2769 at Page 1368, Horry County records; and,

**WHEREAS,** the Declaration has heretofore been amended by that certain Second Amendment to the Declaration recorded on July 18, 2007 in Deed Book 3261 at Page 2194 , Horry County records; and,

**WHEREAS,** the Declaration has heretofore been amended by that certain Third Amendment to the Declaration recorded on June 11, 2008 in Deed Book 3342 at Page 525, Horry County records; and,

**WHEREAS,** the Declaration has heretofore been amended by that certain Fourth Amendment to the Declaration recorded on January 30, 2009 in Deed Book 3384 at Page 2204, Horry County records; and,

**WHEREAS,** the Declaration has heretofore been amended by that certain Fifth Amendment to the Declaration recorded on November 3, 2011 in Deed Book 3550 at Page 590, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Sixth Amendment to the Declaration recorded on February 3, 2014 in Deed Book 3713 at Page 530, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Seventh Amendment to the Declaration recorded on April 23, 2014 in Deed Book 3728 at Page 2941, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Eighth Amendment to the Declaration recorded on January 13, 2015 in Deed Book 3791 at Page 3173,

## AMENDMENTS

1. The property described in **Exhibit "A"** is hereby annexed into the Farm at Carolina Forest and shall be subject to that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest recorded on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records, including all amendments thereto.

2. The property described in **Exhibit “A”** shall be owned, held, transferred, sold, conveyed, used and occupied subject to all provisions, covenants, restrictions, easements, charges and liens set forth in the Declaration, including all amendments thereto, which shall run with the title to such property or any portion thereof and shall be binding upon any person or entity having any right, title, interest in any portion of the property, their heirs, successors or assigns.

IN WITNESS WHEREOF, D.R. Horton, Inc. by its duly authorized officer, has executed this Eleventh Amendment to the Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest this 27 day of February, 2017.

Len Roberts

**D. R. HORTON, INC.**

a Delaware corporation

By: Brenda C. Roberts

Bradford C. Brundage

City Manager

STATE OF SOUTH CAROLINA )

2

## ACKNOWLEDGMENT

COUNTY OF HORRY

)

I, Sydney H. Hines, a South Carolina Notary Public, do hereby certify that, Bradford C. Brundage as City Manager or D.R. Horton, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing Eleventh Amendment to Declaration of Covenants Conditions and Restrictions for the Farm at Carolina Forest.

I further do hereby certify that Lori Roberts personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a party or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and witnessed Bradford C. Brundage sign the Eleventh Amendment to Declaration of Covenants Conditions and Restrictions for the Farm at Carolina Forest.

SWORN to before me this  
the 27 day of February, ~~2017~~  
2017

2017

(SEAL)

Notary Public for SC **Stephanie J Hribar**  
My Commission Expires: **My Commission Expires**

**02-18-2026**

**EXHIBIT "A"**  
**Legal Description of Property Annexed in to the Farm at Carolina Forest via**  
**11<sup>th</sup> Amendment to Declaration**

ALL AND SINGULAR, that certain lot, parcel or tract of land lying, being, and situate in Dogwood Neck Township, Horry County, South Carolina containing a total of 34.81 Acres +/- , being comprised of 27.38 Acres +/- of Uplands (inclusive of wetland buffers) and 7.43 Acres +/- of Wetlands, as shown on the certain Plat entitled "Takedown Plat of Phase 23 B The Farm at Carolina Forest" prepared by Thomas & Hutton, Engineering, last revised April 19, 2016 and recorded January 10, 2017 in Plat Book 273 at Page 240, Office of the Register of Deeds for Horry County, SC; said plat being incorporated herein and made a part of this description.

396-00-00-0006 (PARENT PIN#)

Added to template  
5/5/17

Prepared by and return to:  
Willcox, Buyck & Williams, PA  
2050 Corporate Centre Drive, Ste. 230  
Myrtle Beach, SC 29577  
WBW File #30000.11725

Instrument#: 2017000050052, DEED BK: 4007  
PG: 886 DOCTYPE: 069 05/03/2017 at 02:34:36  
PM, 1 OF 4 MARION D. FOXWORTH III,  
HORRY COUNTY, SC REGISTRAR OF DEEDS

<b>STATE OF SOUTH CAROLINA</b>	)	<b>TWELFTH AMENDMENT TO</b>
	)	<b>DECLARATION OF</b>
<b>COUNTY OF HORRY</b>	)	<b>COVENANTS, CONDITIONS AND</b>
	)	<b>RESTRICTIONS FOR</b>
	)	<b>THE FARM AT CAROLINA FOREST</b>

**WHEREAS, D.R. Horton, Inc.,** (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records (the "Declaration"); and,

**WHEREAS,** the Declaration has heretofore been amended by that certain First Amendment to the Declaration recorded on July 30, 2004 in Deed Book 2769 at Page 1368, Horry County records; and,

**WHEREAS,** the Declaration has heretofore been amended by that certain Second Amendment to the Declaration recorded on July 18, 2007 in Deed Book 3261 at Page 2194 , Horry County records; and,

**WHEREAS,** the Declaration has heretofore been amended by that certain Third Amendment to the Declaration recorded on June 11, 2008 in Deed Book 3342 at Page 525 , Horry County records; and,

**WHEREAS,** the Declaration has heretofore been amended by that certain Fourth Amendment to the Declaration recorded on January 30, 2009 in Deed Book 3384 at Page 2204, Horry County records; and,

**WHEREAS,** the Declaration has heretofore been amended by that certain Fifth Amendment to the Declaration recorded on November 3, 2011 in Deed Book 3550 at Page 590, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Sixth Amendment to the Declaration recorded on February 3, 2014 in Deed Book 3713 at Page 530, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Seventh Amendment to the Declaration recorded on April 23, 2014 in Deed Book 3728 at Page 2941, Horry County records; and

**WHEREAS**, the Declaration has heretofore been amended by that certain Eighth Amendment to the Declaration recorded on January 13, 2015 in Deed Book 3791 at Page 3173, Horry County records; and

**WHEREAS**, the Declaration has heretofore been amended by that certain Ninth Amendment to the Declaration recorded on May 28, 2015 in Deed Book 3823 at Page 3084, Horry County records; and

**WHEREAS**, the Declaration has heretofore been amended by that certain Tenth Amendment to the Declaration recorded on March 16, 2016 in Deed Book 3900 at Page 810, Horry County records; and

**WHEREAS**, the Declaration has heretofore been amended by that certain Eleventh Amendment to the Declaration recorded on March 1, 2017 in Deed Book 3991 at Page 1111, Horry County records; and

**WHEREAS**, pursuant to Article X, Section 10.1 as long as Declarant owns any real property described in Exhibit "B" of the Declaration, Declarant has the unilateral right to subject any such property owned by Declarant to the Declaration; and

**WHEREAS**, as of the date of this Twelfth Amendment, the Declarant owns a portion of the property described in Exhibit "B" to the Declaration, said property being more particularly described in the attached Exhibit "A", which is made a part hereof by reference; and,

**WHEREAS**, the Declarant now wishes to subject the property more particularly described in the attached Exhibit "A" to the Declaration as stated herein.

**NOW THEREFORE**, for and in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares that the real property described on the attached Exhibit "A", is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and as already set forth in the Declaration, including all amendments thereto, and that said Declaration shall be amended as follows:

#### **PROVISIONS IN THE DECLARATION**

1. It is hereby agreed that the aforesaid Declaration, including all previous amendments thereto, shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and shall be, and hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the Tenth Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This Twelfth Amendment to the Declaration shall be binding upon and inure to the

benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

### AMENDMENTS

1. The property described in **Exhibit "A"** is hereby annexed into the Farm at Carolina Forest and shall be subject to that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest recorded on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records, including all amendments thereto.
2. The property described in **Exhibit "A"** shall be owned, held, transferred, sold, conveyed, used and occupied subject to all provisions, covenants, restrictions, easements, charges and liens set forth in the Declaration, including all amendments thereto, which shall run with the title to such property or any portion thereof and shall be binding upon any person or entity having any right, title, interest in any portion of the property, their heirs, successors or assigns.

IN WITNESS WHEREOF, D.R. Horton, Inc. by its duly authorized officer, has executed this Twelfth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest this 1<sup>st</sup> day of May, 2017.

Lori Roberts

**D. R. HORTON, INC.**

By: Bradford C. Brundage

Bradford C. Brundage  
City Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Bradford C. Brundage as City Manager of D.R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official seal this 1<sup>st</sup> day of May, 2017

Stephanie J Hribar  
Notary Public of South Carolina  
My Commission Expires

**My Commission Expires**  
**02-18-2026**

**EXHIBIT "A"**  
**Legal Description of Property Annexed in to the Farm at Carolina Forest via**  
**12<sup>th</sup> Amendment to Declaration**

ALL AND SINGULAR, that certain piece, parcel or tract of land lying, being, and situate in Dogwood Neck Township, Horry County, South Carolina containing a total of 19.60 Acres +/- , being comprised of 17.03 Acres +/- of Uplands (inclusive of wetland buffers) and 2.57 Acres +/- of Wetlands, as shown on the certain Plat entitled "Takedown Plat of Phase 21 The Farm at Carolina Forest" prepared by Thomas & Hutton, Engineering, last dated and revised December 23, 2015, and recorded December 14, 2016, in Plat Book 273 at Page 134, Office of the Register of Deeds for Horry County, SC; said plat being incorporated herein and made a part of this description.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY ) **THIRTEENTH AMENDMENT TO**  
 ) **DECLARATION OF**  
 ) **COVENANTS, CONDITIONS AND**  
 ) **RESTRICTIONS FOR**  
 ) **THE FARM AT CAROLINA FOREST**

**WHEREAS, D.R. Horton, Inc.** (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for the Farm at Carolina Forest on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records (the "Declaration"); and,

**WHEREAS,** the Declaration has heretofore been amended by that certain First Amendment to the Declaration recorded on July 30, 2004 in Deed Book 2769 at Page 1368, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Second Amendment to the Declaration recorded on July 18, 2007 in Deed Book 3261 at Page 2194, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Third Amendment to the Declaration recorded on July 11, 2008 in Deed Book 3342 at Page 525, Horry County records; and;

**WHEREAS,** the Declaration has heretofore been amended by that certain Fourth Amendment to the Declaration recorded on January 30, 2009 in Deed Book 3384 at Page 2204, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Fifth Amendment to the Declaration recorded on November 3, 2011 in Deed Book 3550 at Page 590, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Sixth Amendment to the Declaration recorded on February 3, 2014 in Deed Book 3713 at Page 530, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Seventh Amendment to the Declaration recorded on April 23, 2014 in Deed Book 3728 at Page 2941, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Eighth Amendment to the Declaration recorded on January 13, 2015 in Deed Book 3791 at Page 3173, Horry County records; and



RE-RECORDED TO CORRECT SCRIVENERS ERROR



particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and shall be, and hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the Thirteenth Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This Thirteenth Amendment to the Declaration shall be binding upon and inure to the benefit of all parties having any right, title or interest in the described properties and any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

### AMENDMENTS

1. The following sentence shall be inserted as the second sentence in Article 2.9 of the By-Laws: **"Proxies may be mailed or emailed to the members"**.

2. Article 2, Section 2.11 of the By-Laws shall be amended to change the quorum percentage from 25% to 18%.

3. The second sentence of Article 3, Section 3.1 of the By-Laws should be replaced with the following: **"Except with respect to directors Declarant appoints during the Declarant Control Period, the directors shall be Members or Residents that are in good standing with the Association however, no Owner and resident representing the same unit may serve on the Board at the same time."**

4. Article 2, Section 2.7 of the By-Laws shall be amended by replacing the first sentence with the following: **"If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to another date and time."**

5. The notices referenced in Article III, Section 3.23 (a) of the By-Laws <sup>may</sup>~~shall~~ be mailed to both the violator and (if owner is not the violator) to the owner of the property in which the violator resides.

***SIGNATURE PAGE TO FOLLOW***



**WHEREAS**, the Declaration has heretofore been amended by that certain Ninth Amendment to the Declaration recorded on May 28, 2015 in Deed Book 3823 at Page 3084, Horry County records; and

**WHEREAS**, the Declaration has heretofore been amended by that certain Tenth Amendment to the Declaration recorded on March 16, 2016 in Deed Book 3900 at Page 810, Horry County records; and

**WHEREAS**, the Declaration has heretofore been amended by that certain Eleventh Amendment to the Declaration recorded on March 1, 2017 in Deed Book 3991 at Page 1111, Horry County records; and

**WHEREAS**, the Declaration has heretofore been amended by that certain Twelfth Amendment to the Declaration recorded on May 3, 2017 in Deed Book 4007 at Page 886, Horry County records; and

**WHEREAS**, pursuant to Article XVI, Section 16.4 of the Declaration, Declarant may unilaterally amend the Declaration for any purpose provided that it does not materially adversely affect the substantive rights of any owners or adversely affect title to any unit. This Section further provides that the Declaration may be amended for so long as Declarant owns any portion of the property described in Exhibit "A" or has the right to annex additional property; and

**WHEREAS**, as of the date of this Thirteenth Amendment, the Declarant does still own a portion of the property described in the Exhibit "A" and the Amendments set forth herein do not affect the substantive rights of owners nor adversely affect title to a unit; and

**WHEREAS**, the Declarant now wishes to amend to the By-Laws and Declaration as stated herein.

NOW, THEREFORE, for and in consideration of the premises herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Declarant and the Association hereby declare and agree that the real property previously submitted to the Declaration is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth as already set forth in the Declaration, including all amendments thereto, and that said Declaration shall be amended as follows:

#### **PROVISIONS IN THE DECLARATION**

1. It is hereby agreed that the aforesaid Declaration, including all previous amendments thereto, shall be and the same is hereby ratified, confirmed and adopted in all respects and all



IN WITNESS WHEREOF, D.R. Horton, Inc. by its duly authorized officer, has executed this Thirteenth Amendment to the Declaration of Covenants, Conditions and Restrictions for the Farm as Carolina Forest this 30 day of October, 2017.

**D.R. HORTON, INC.**

Monica Carter

[Signature]

By: John J. Caprio  
John J. Caprio  
Its: Vice President of City Operations

STATE OF SOUTH CAROLINA

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)  
)

**ACKNOWLEDGEMENT**

COUNTY OF HORRY

I, the undersigned, a Notary Public for South Carolina, do hereby certify that John J. Caprio as Vice President of City Operations of D.R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official this 30 day of October, 2017

[Signature]  
Notary Public of South Carolina

My Commission expires: 10/27/25

**Francis M. Beckham**  
**Notary Public of SC**  
**Comm. Exp. 10/27/2025**

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF HORRY                            )  
  )  
  ) **FOURTEENTH AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
THE FARM AT CAROLINA FOREST**

**WHEREAS, D.R. Horton, Inc.** (the “Declarant”) recorded that certain Declaration of Covenants, Conditions and Restrictions for the Farm at Carolina Forest on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records (the “Declaration”); and,

**WHEREAS,** the Declaration has heretofore been amended by that certain First Amendment to the Declaration recorded on July 30, 2004 in Deed Book 2769 at Page 1368, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Second Amendment to the Declaration recorded on July 18, 2007 in Deed Book 3261 at Page 2194, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Third Amendment to the Declaration recorded on July 11, 2008 in Deed Book 3342 at Page 525, Horry County records; and;

**WHEREAS,** the Declaration has heretofore been amended by that certain Fourth Amendment to the Declaration recorded on January 30, 2009 in Deed Book 3384 at Page 2204, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Fifth Amendment to the Declaration recorded on November 3, 2011 in Deed Book 3550 at Page 590, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Sixth Amendment to the Declaration recorded on February 3, 2014 in Deed Book 3713 at Page 530, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Seventh Amendment to the Declaration recorded on April 23, 2014 in Deed Book 3728 at Page 2941, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Eighth Amendment to the Declaration recorded on January 13, 2015 in Deed Book 3791 at Page 3173, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Ninth Amendment to the Declaration recorded on May 28, 2015 in Deed Book 3823 at Page 3084, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Tenth Amendment to the Declaration recorded on March 16, 2016 in Deed Book 3900 at Page 810, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Eleventh Amendment to the Declaration recorded on March 1, 2017 in Deed Book 3991 at Page 1111, Horry County records; and

**WHEREAS,** the Declaration has heretofore been amended by that certain Twelfth Amendment to the Declaration recorded on May 3, 2017 in Deed Book 4007 at Page 886, Horry County records; and

**WHEREAS**, the Declaration has heretofore been amended by that certain Thirteenth Amendment to the Declaration recorded on November 2, 2017 in Deed Book 4056 at Page 1124, Horry County records; and

**WHEREAS**, pursuant to Article XVI, Section 16.4 of the Declaration, Declarant may unilaterally amend the Declaration for any purpose provided that it does not materially adversely affect the substantive rights of any owners or adversely affect title to any unit. This Section further provides that the Declaration may be amended for so long as Declarant owns any portion of the property described in Exhibit "A" or has the right to annex additional property; and

**WHEREAS**, as of the date of this Fourteenth Amendment, the Declarant does still own a portion of the property described in the Exhibit "A" of the Declaration and amendments annexing additional property. Further the Amendment set forth herein does not affect the substantive rights of owners nor adversely affects title to a unit; and

**WHEREAS**, the Declarant now wishes to amend to the Declaration as stated herein.

**NOW, THEREFORE**, for and in consideration of the premises herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Declarant and the Association hereby declare and agree that the real property previously submitted to the Declaration is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth as already set forth in the Declaration, including all amendments thereto, and that said Declaration shall be amended as follows:

#### **PROVISIONS IN THE DECLARATION**

1. It is hereby agreed that the aforesaid Declaration, including all previous amendments thereto, shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and shall be, and hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the Fourteenth Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This Fourteenth Amendment to the Declaration shall be binding upon and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

#### **AMENDMENT**

**Article VIII, Section 8.10 entitled "Beach Club and Amenities Center" is hereby deleted in its entirety.**

***SIGNATURE PAGES TO FOLLOW***

IN WITNESS WHEREOF, D.R. Horton, Inc. by its duly authorized officer, has executed this Fourteenth Amendment to the Declaration of Covenants, Conditions and Restrictions for the Farm as Carolina Forest this 22 day of December, 2017. *January 2018*

D.R. HORTON, INC.

Lori Roberts

By: Bradford C. Brundage  
Bradford C. Brundage  
Its: Assistant Vice President

[Signature]

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGEMENT

COUNTY OF HORRY )

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Bradford C. Brundage as Assistant Vice President of D.R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official this 22 day of ~~December~~, 2017 *January 2018*

[Signature]  
Notary Public of South Carolina  
My Commission expires: \_\_\_\_\_

**Stephanie J Hribar**  
**My Commission Expires**  
**02-18-2026**



IN WITNESS WHEREOF, The Farm at Carolina Forest Homeowners Association, Inc., by its duly authorized officer, has executed this Fourteenth Amendment to the Declaration of Covenants, Conditions and Restrictions for the Farm as Carolina Forest this 23 day of January, 2018.

**THE FARM AT CAROLINA FOREST  
HOMEOWNERS ASSOCIATION, INC.**

Margaret Whitson  
B

By: Scott T. Kavana

Scott Kavana

Its: President

STATE OF SOUTH CAROLINA

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) **ACKNOWLEDGEMENT**

COUNTY OF HORRY

)

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Scott Kavana as President of the Farm at Carolina Forest Homeowner Association Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official this 23 day of January, 2018.



Stacy McCaw  
Notary Public of South Carolina  
My Commission expires: 10-16-27

39608020018,

Prepared by and return to:

Michael R. Ganley, Bagwell Holt Smith P.A.  
111 Cloister Court, Ste. 200, Chapel Hill, NC 27514

Declarant's Address:

4049 Belle Terre Boulevard, Myrtle Beach, SC 29579

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

*Corrective Amendment  
for previous "Ninth Amendment"  
filed on 07/30/2019.*

**FIFTEENTH AMENDMENT TO BK 4229 PG 5 Doctype 069  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
THE FARM AT CAROLINA FOREST**

This Fifteenth Amendment to Declaration of Covenants, Conditions and Restrictions for the Farm at Carolina Forest (this "Fifteenth Amendment") is made August 1st, 2019, by **D.R. Horton, Inc.**, a Delaware corporation, hereinafter referred to as the "Declarant." The Declarant states and declares as follows:

A. Declarant previously made a Declaration of Covenants, Conditions, and Restrictions for the Farm at Carolina Forest recorded February 13, 2004 at Deed Book 2697 Page 128, Horry County Register of Deeds (as amended and supplemented, the "Declaration"). *See above for legal description*

B. Pursuant to Article II of the Declaration, the Declarant Control Period is defined as that period of time during which Declarant is entitled to appoint a majority of the members of the Board as provided in the By-Laws and as long as Class II Membership exists as provided in the Declaration.

C. Pursuant to Section 7.3(b)(ii) of the Declaration, the Class II Membership shall cease to exist and shall be converted to Class I Membership only upon a date selected by Declarant as evidenced by a recorded instrument.

D. Declarant hereby desires to surrender the authority to appoint a majority of the members of the Board and terminate Class II Membership pursuant to the Declaration, in order to terminate the Declarant Control Period.

THEREFORE, the Declarant hereby executes this Ninth Amendment to terminate its authority to appoint a majority of the members of the Board, terminate Class II Membership, and terminate the Declarant Control Period. However, notwithstanding anything in this Ninth Amendment to the contrary,



Declarant shall retain any and all other rights as Declarant granted and assigned to Declarant as contained within the Declaration.

IN WITNESS WHEREOF, D.R. Horton, Inc., as the Declarant hereunder, has caused this instrument to be executed by its duly Authorized Signatory, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

Kyle J. B. J.  
Witness #1

Lori Roberts  
Witness #2

D.R. HORTON, INC.  
a Delaware corporation

By: [Signature]  
Bradford C. Brundage, Division President

STATE OF South Carolina  
COUNTY OF Horry

I, Karen R. Hucks, a Notary Public, do hereby certify that Bradford C. Brundage personally came before me and acknowledged that he is Division President of D.R. Horton, Inc., a Delaware corporation, and that he, as Division President, being authorized to do so executed the foregoing on behalf of the corporation.

[Signature]  
Official Signature of Notary Public

Date: 8/1/19

Karen R. Hucks  
Notary's Printed or Typed Name, Notary Public  
My commission expires: March 10, 2024

(Official Seal)

Karen R Hucks  
State of SC - County of Horry  
My Commission Expires:  
March 10, 2024

