

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Master-in-Equity

Cynthia Graham Howe, Master-in-Equity

Appellate Case No. 2022-000708

Oak Forest Homeowners
Association, Inc.,

Appellant,

RECEIVED

APR 06 2023

v.

SC Court of Appeals

Paul M. Dennison, Mortgage
Electronic Registration Systems,
Inc., solely as nominee for Branch
Banking and Trust Company, LLC
and South Carolina State Housing
Finance and Development
Authority, Defendants,

Of Whom Paul M. Dennison is the

Respondent.

RECORD ON APPEAL

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Marissa N. Drost
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Attorneys for Respondent

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Exh A

**OAK FOREST HOMEOWNERS ASSOCIATION, INC.**

*Note: This online database was last updated on 9/5/2016 3:06:43 AM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

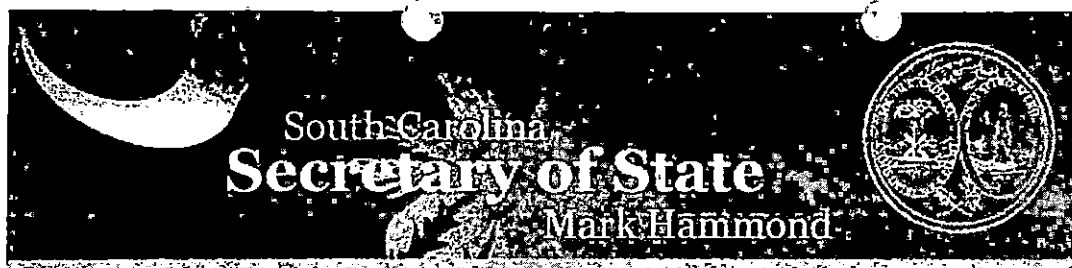
REGISTERED AGENT NAME:	CEDAR MANAGEMENT GROUP, LLC
ADDRESS:	1320 MAIN STREET
CITY:	COLUMBIA
STATE:	SC
ZIP:	29201
SECOND ADDRESS:	SUITE 300
FILE DATE:	06/13/1994
EFFECTIVE DATE:	06/13/1994
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Agent	04/08/2016	CHANGE AGENT/ ADDRESS FROM: COMMUNITY MANAGEMENT GROUP	
Correction	07/01/2015	CORRECTION	
Dissolution	09/14/2010	DISSOLUTION	
Agent	08/01/2008	CHG AGT & ADD TIFFANEY P MCDOWELL	
Reinstatement	05/21/1999	REINSTATEMENT	Image
Reinstatement	03/10/1998	REINSTATEMENT	Image
Eleemosynary Incorporation	06/13/1994	NONPROFIT INCORPORATION	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Exh B

**OAK FOREST, INCORPORATED**

*Note: This online database was last updated on 9/5/2016 3:06:43 AM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION	SC
/ ORGANIZATION:	Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	RICHARD JAMES WARD
ADDRESS:	4703 BACKGATE PROPERTIES BOX 3 HWY 17 MB SC
CITY:	
STATE:	
ZIP:	
SECOND ADDRESS:	
FILE DATE:	11/19/1986
EFFECTIVE DATE:	11/19/1986
DISSOLVED DATE:	//

Corporation History Records

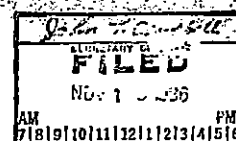
CODE	FILE DATE	COMMENT	Document
Reinstatement	12/17/1990	REINSTATEMENT	Film
Dissolution	07/07/1989	DISS BY FOR #2	Film
Incorporation	11/19/1986	ART	Film

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THE OFFICE

SEP 04 2014

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF INCORPORATION
OF



Oak Forest, Incorporated

(File this Form in
Duplicate Originals)

(§33-7-30 of 1976 Code)

This Space For Use
by
Secretary of State

7/1/96
RECEIVED BY THE SECRETARY OF STATE OF SOUTH CAROLINA

NNJ 01/02 4973
86-016924/86-016924 15:40:00 002
11-19-86 PMT:\$45.00
SECT OF STATE OF SOUTH CAROLINA

1. The name of the proposed corporation is Oak Forest, Incorporated
2. The initial registered office of the corporation is 4703 Backgate Properties, Box 3, Highway 17 By-Pass South

Myrtle Beach, Horry S. C. 29577
City County Zip Code

and the initial registered agent at such address is Richard James Ward

3. The period of duration of the corporation shall be perpetual (_____ years).
4. The corporation is authorized to issue shares of stock as follows:

Class of Shares	Authorized No. of Each Class	Par Value
Common	10,000	10.00

If shares are divided into two or more classes or if any class of shares is divided into series within a class, the relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

N/A

5. Total authorized capital stock is \$100,000
6. The existence of the corporation shall begin as of the filing date with the Secretary of State or to be effective _____
7. The number of directors constituting the initial board of directors of the corporation is two, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are as follows:

Name	Address
(a) <u>Richard James Ward</u>	<u>Rt. 1, Box 294, Myrtle Beach, S. C.</u>
(b) <u>Carl James Ward</u>	<u>110 Peachtree Rd., Myrtle Beach, S. C.</u>
(c) _____	_____
(d) _____	_____

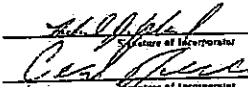
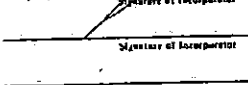
8. The general nature of the business for which the corporation is organized is as follows: (It is not necessary to set forth the powers enumerated in §33-3-10 of 1976 Code)

To do any and all things permitted by the South Carolina Business Corporation Act and more particularly to engage in the business of construction, land development and sales of buildings and land and for such additional general purposes as may permit the conduct of all related and collateral commercial activities.

9. Provisions which the incorporators elect to include in the articles of incorporation are as follows: (Attach additional sheet(s) if necessary)

10. The name and address of each incorporator is as follows:

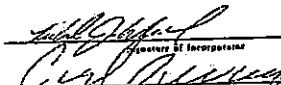
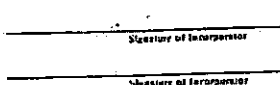
Name	Street & Box No.	City	County	State
(a) Richard James Ward	Rt. 1, Box 294, Myrtle Beach	Horry		S.C.
(b) Carl James Ward	110 Peachtree Road, Myrtle Beach	Horry		S. C.
(c)				
(d)				

	Richard James Ward
	Carl James Ward

Date: 11-18-86

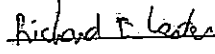
STATE OF South CarolinaCOUNTY OF HorryThe undersigned Richard James Ward and Carl James Ward

do hereby certify that they are the incorporators of Oak Forest, Inc.
 Corporation and are authorized to execute this verification; that each of the undersigned does hereby certify that
 he or she has read the foregoing document, understands the meaning and purport of the statements therein con-
 tained and the same are true to the best of his or her information and belief.

CERTIFICATE OF ATTORNEY

I, Richard E. Lester, an attorney licensed to practice in the State of
 South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has
 complied with the requirements of Chapter 7 of Title 33 of the Code of Laws of South Carolina (1976) relating to
 the organization of corporations, and that in my opinion, the corporation is organized for a lawful purpose.

Date: 11-18-86  Signature
Richard E. Lester Type of Print Name
1301 48th Avenue North Address
Myrtle Beach, S. C. 29577
 City State Zip

SCHEDULE OF FEES

(Payable at time of filing Articles with Secretary of State)

Fee for filing Articles	\$ 5.00
In addition to the above, \$.40 for each \$1,000.00 of the aggregate value of shares which the corporation is auto- matically to issue, but in no case less than nor more than	40.00 1,000.00

NOTE: THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BEFORE IT WILL BE ACCEPTED FOR FILING.
 THIS FORM MUST BE ACCOMPANIED BY THE FIRST REPORT OF CORPORATIONS AND A CHECK IN THE
 AMOUNT OF \$10.00 PAYABLE TO THE SOUTH CAROLINA TAX COMMISSION.

exh C

FILED
STATE OF SOUTH CAROLINA, S.C.
COUNTY OF HORRY
FEB 25 PM 2:33
R.M.C.

0887
FILED
DECLARATION AND ESTABLISHMENT
OF CONDITIONS, RESERVATIONS,
COVENANTS AND RESTRICTIONS FOR
OAK FOREST
R.M.C.

EXHIBIT D

KNOW ALL MEN BY THESE PRESENTS:

Oak Forest, Inc., a South Carolina Corporation, being the
owner of all the following described premises situate within Horry
County, South Carolina to wit:

ALL those certain pieces, parcels and lots of land situate,
lying and being in the County of Horry and State of South
Carolina known and designated as Lots No. 1 through 105 of
Oak Forest as is more particularly shown and delineated on a
plat of Oak Forest prepared by Kingston Design Group, dated
the 16th day of March, 1987, recorded the 10th day of
September, 1987 in Plat Book 97 at Page 128 of the records of
the Clerk of Court for Horry County, said plat being
incorporated by reference herein as part of this
description.

has established a general plan for the improvement and development
of such premises, and does hereby establish the covenants,
conditions, reservations and restrictions upon which and subject
to which all lots and portions of such lots shall be improved or
sold or conveyed by it as owner thereof. Each and every one of
these covenants, conditions, reservations, and restrictions is and
all are for the benefit of each owner of land in the
above-mentioned Oak Forest, or any interest therein, and shall
inure to and pass with each and every parcel of said property, and
shall bind the respective successors in any interest of the
present owner thereof. These covenants, conditions, reservations
and restrictions are and each thereof is imposed upon such lots

HORRY COUNTY ASSESSOR
186-21-02-061 Jhr4 105
Map Blk Parcel EC

BOOK 1201 PAGE 377

all of which are to be construed as restrictive covenants running with the title to such lots with each and every parcel thereof to wit:

1. No building, fence, sidewalk, wall, drive or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives, and parking area), and construction schedule shall have been approved in writing by Developer, its successors and assigns. Refusal of approval of plans, location or specifications may be based by the Developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Developer shall seem sufficient. No alterations and/or additions may be made in such plans after approval by the Developer is given except by and with the written consent of the developer. No alterations in the exterior appearance of any building or structure shall be made approval by the Developer. One copy of all plans, specifications and related data shall be furnished the Developer for its records. Said approval shall terminate ten years from the date hereof.

2. No lot shall be subdivided except as hereinafter provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as set out hereinafter.

3. The front building line shall be 25 feet from the front line of the lot. The rear building line shall be 15 feet from the rear line of the lot. No building or structure shall be closer than 7 feet to the side line of the lot.

4. Lot or lots may be subdivided provided the effect is to increase the size of the adjoining lot or lots. In such cases, the Developer may alter the building lines to conform. Should the owner or owners of any lots and/or portions of lots which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of Developer is first had and obtained. In such instances, the adjoining lot owners, or other owners in the subdivision do not have the right to pass on or interfere with such lots rearrangement, but such rights shall be exclusively that of Developer or any successors or assigns to whom Developer may expressly transfer such rights, but the purchaser of any other lot in the subdivision does not, by virtue of this status as a purchaser, become any such successor or assign.

5. Where because of size, natural terrain, or any other reason in the opinion of Developer, it should be to the best interest of the development of this subdivision that the building lines of any lot should be altered or changed, then Developer reserves unto itself and no other, the right to change the said

lines to meet such conditions. No changes under this paragraph shall be permitted as to any lot after that lot has been sold by Developer, unless consent of purchaser is obtained.

6. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities. No building under initial construction shall be occupied until construction is completed.

7. All lots shall be used for residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling of not less than One Thousand One Hundred Fifty (1,150) square feet of heated floor space exclusive of porches and garage and not to exceed two (2) stories in height above ground level.

8. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the

neighborhood or golf course. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort the normal activities or existence of which is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.

10. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of the premises.

11. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished by Developer on request of the lot owner, shall be permitted. It shall also be permissible to have a sign not to exceed four feet by four feet advertising a house or lot for sale. No other sign of any kind or design shall be allowed. No business activity including but not limited to a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon this lot or lots. Provided, however, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said lots or the showing of said houses for the purpose

of selling houses in the subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing, or maintaining signs, structures and offices as it may deem necessary for its operations and sales in the subdivision.

12. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted from the premises.

13. Each lot owner shall provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Developer, or a roll out garbage rack of the type approved by the Developer, which shall be visible from streets on garbage pick-up day only. No garbage or trash incinerators shall be permitted upon the premises.

14. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, including easement for privately owned television and other communications cable and equipment, and the Developer may further cut drainways for surface water wherever

and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbey, make any gradings of the soil, or to take any or similar action reasonably necessary to provide economical and safe utility or other said installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of the Developer but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph.

15. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any

time, be used as residence or permitted to remain on the lot after completion of construction.

16. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

17. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only with the main dwelling house or buried underground. Any exterior air conditioning units shall be screened from view from all streets within the subdivision.

18. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Developer. However, the developer hereby expressly reserves to itself, its successor and assigns, the right to re-plat any two (2) or more lots shown on the plat of said subdivision prior to delivery of deed therefor in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

19. No clothesline or drying yard shall be located upon the premises so as to be visible from any street or ~~from the~~ ~~adjacent~~ or from any adjoining real property.

20. No individual water supply system shall be permitted upon the premises with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in

writing in all aspects, including the pump and the covering or screening thereof, by the Developer prior to installation.

21. Adequate off-street parking shall be provided by the lot owner herein for the parking of automobiles or other vehicles owned by said lot owner and said lot owner agrees not to park his automobile or other vehicles in the streets in the subdivision. No travel trailers or mobile homes, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks or commercial vehicles, or boat trailers or boats shall be kept, stored or parked overnight, either on any street or any lot, except within enclosed approved garages or sheltered from view from neighboring lots, property, or streets.

22. No surface toilet is permitted on the premises. Grantee assumes responsibility for obtaining permits or approval for any septic tank installed on the premises and for attaching to public sewer system when available, grantor making no warranty or representations thereabout.

23. All covenants, conditions, limitations, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall continue and be binding until January 1, 1998, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots affected by the same has been recorded, agreeing to change the same in whole or in part; provided, however, that all property

rights and other rights reserved to the Developer shall continue forever to the Developer, its successors and assigns, except as otherwise provided herein.

24. In the event the owner of any residential lot permits any trash, rubbish, or other material to grow upon any lot to a height of two (2) feet, or if the owner fails to have the premises cut within thirty (30) days after the Developer may enter upon said land and remove the same at the expense of the owner, provided, however, that the expense shall not exceed One Hundred Fifty (\$150.00) Dollars annually. The Developer may likewise enter upon said land to remove any trash which is collected on said lot without such entrance and removal being deemed a trespass, all at the expense of the owner of said lot, provided, however, that such expense shall not exceed One Hundred Fifty (\$150.00) Dollars annually. This provision shall not be construed as a obligation on the part of the developer to provide garbage or trash removal services.

25. It is agreed that time is of the essence with regard to these restrictions, covenants, limitations and conditions.

26. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent

the violation or breach in any event. In addition to the foregoing, the Developer, its successors and assigns, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner. If after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should the Developer employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Developer's counsel, shall be paid by the owner of such lot or lots in breach thereof.

27. Developer reserves the right at any time to dedicate and convey any and all streets or easements within the subdivision to any appropriate governmental body or authority. The furnishing of such areas and appurtenances by Developer does not impose any obligation on it to layout or maintain same although it shall have

the right to do so together with all appurtenances thereto appertaining. The road right-of-way may be beautified by Developer, its successors or assigns, by the erecting of entrance gates, planting of trees, shrubbery, etc. at the entrance or along the road right-of-ways so long as same does not in any way interfere with the utilization of said streets for the purposes intended.

28. The Developer herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

29. In the event that any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

30. In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective; then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuity or any other law of the State of South Carolina, and

such provision shall be fully effective for said reduced period of time.

31. The term "Developer" wherever used herein shall mean Oak Forest, Inc., a North Carolina corporation, its successors and assigns.

IN WITNESS WHEREOF, Oak Forest, Inc., a corporation, has caused these presents to be executed in its name and as its corporate act and deed and has caused its corporate seal to be affixed hereto this 22nd day of February, 1988.

IN THE PRESENCE OF:

OAK FOREST, INC.

James H. H. H. H. H.

BY:

Richard James Ward
Richard James Ward, President

J. Bice Ward

ATTEST:

J. Bice Ward
J. Bice Ward, Secretary

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STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

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R.M.C.

CREATION OF OAK FOREST HOMEOWNERS ASSOCIATION

WHEREAS, Declarant/Developer and existing property owners wish to add to the existing Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest recorded in the Office of the RMC for Horry County in Deed Book 1201 at Page 373 to create a Homeowners Association and this will become a part of this Association's By Laws. This Association will among other things, provide for the maintenance, upkeep and improvements of the recreational areas, streets, drainage and other common areas of the subdivision.

A Homeowners Association hereby named Oak Forest Homeowners Association (OFHA) is created and shall be governed by the within provisions and bylaws, and the bylaws recorded herewith.

**ARTICLE I
DEFINITIONS**

SECTION 1. "**ASSOCIATION**" shall mean and refer to Oak Forest Homeowners Association, its successors and assigns.

SECTION 2. "**OWNER**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "**PROPERTIES**" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought



- within the jurisdiction of the Association.
- SECTION 4. "COMMON AREA" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association will include but not be limited to all recreational areas and roads in the subdivision, drainage ditches and all other areas which are or shall be designated as "Common Area". All roads in the subdivision will be private roads until such time as the developer or the Homeowners Association dedicates them to Horry County.
- SECTION 5. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of common areas.
- SECTION 6. "DECLARANT" shall mean and refer to Larry W. Paul, his Successors and Assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. The terms Declarant and Developer are used interchangeably within this document.
- SECTION 7. "MEMBER" shall mean and refer to those persons entitled to membership as provided by this Declaration.
- SECTION 8. "DEVELOPED LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, (with the exception of common areas), that has a permanent structure used as a dwelling placed on it.
- SECTION 9. "UNDEVELOPED LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, (with the exception of common areas), that has no permanent structure placed on it.
- SECTION 10. "BOARD OF DIRECTORS" shall mean and refer to the

ruling body of the Association which will consist of all officers elected by the Homeowners Association. The terms Board of Directors and Officers are used interchangeably throughout this document.

ARTICLE II
ENJOYMENT AND USE

SECTION 1.

"OWNER'S EASEMENTS OF ENJOYMENT" Every Association member shall have a right and easement of enjoyment in and to any common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; and

(b) the right of the Association to suspend the voting rights and right to use the common areas by any member for any period during which any assessment against his lot remained unpaid for a period of one hundred and twenty (120) days or more; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded; and

(d) the right of the Association to make reasonable rules and regulations regarding the use

or enjoyment of common areas.

SECTION 2.

"DELEGATION OF USE" Any member may delegate, in accordance with the By-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, his guests or contract purchasers who reside on the property. Provided, however, the use by guests may be regulated by the Board of Directors.

ARTICLE III
MEMBERSHIP AND VOTING

SECTION 1.

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment, with the following exceptions:

SECTION 2.

All members of the Association shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

SECTION 3.

Any person or entity that owns a lot in Oak Forest Subdivision when this Association is formed who does not join the Association, will not have the right to use any amenities in this subdivision except the right of ingress and egress to his property and shall have no voting rights in the Association.

ARTICLE IV
ASSESSMENTS AND LIENS

SECTION 1.

"CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS" The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore,

including owners of undeveloped lots, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual or monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Each owner shall have the obligation to adhere to all Conditions, Reservations, Covenants and Restrictions as outlined in the Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest which were earlier executed and recorded in the Office of the RMC for Horry County in Deed Book 1201 at Page 373. In the event such Owner shall, after sufficient written notice has been given, fail to take necessary steps to comply, the Association may proceed to remedy such Owner's default. Any expenses incurred by the Association for such purposes, including labor, materials and professional fees shall become a lien upon the Lot of such Owner, collectible as otherwise provided for herein; the Owner shall also be personally obligated for the expense incurred. Amounts incurred in the foregoing manner shall be deemed "Direct Assessments", and shall be in addition to any other assessments herein provided for and shall be due immediately upon demand; provided further, the Association shall have a reasonable right to go over any unit to make emergency repairs.

The annual or monthly, and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such

assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. "PURPOSE OF ASSESSMENTS" The assessments levied by the Association shall be made exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the maintenance, upkeep and improvement of the Common Area. Provided further that assessments shall be used to maintain the recreational areas, maintain and repair paved streets, to install street lighting, to maintain any future clubhouse and any future pool, decks and equipment to procure and maintain policies for management and supervision, to procure and maintain policies of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements to provide for street lighting; and for such other deeds which may arise.

All monies collected by the association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-laws of the Association. As monies for any assessment are paid unto the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and

common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of this Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Properties.

SECTION 3.

"INITIAL ASSESSMENT" Any person or entity that owns a lot in Oak Forest Subdivision when this Association is formed who does not join the Association and later elects to join, will be required to pay an initial assessment of \$200.00 upon signing the necessary documents.

SECTION 4.

"ANNUAL ASSESSMENT" The annual assessment shall be proposed by the Board of Directors and voted on with a two-thirds (2/3) majority of the Homeowners Association.

SECTION 5.

"SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS" In addition to annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement or a capital improvement upon the

Common Area, including fixtures, lighting and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 6.

NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4 OR 5 Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members by first class mail or hand delivery not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 7.

"UNIFORM RATE OF ASSESSMENT" Initial, annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 8.

"DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES" The annual assessments provided for herein shall commence as to all lots on the first day of the month. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall propose the amount of the annual assessment against each lot at least thirty (30)

days in advance of each annual assessment period, and will only be implemented upon a two-thirds (2/3) vote of members of the Association during their annual meeting. Written Notice of the annual assessment shall be sent to every owner via first class mail or hand delivery, subject thereto. The due dates shall be established by the board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 9.

"EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION" Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum (.0083% per month or any part thereof). The Association may bring an action at law after one hundred and twenty (120) days of nonpayment, or in equity against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of the Mortgages, interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 10.

"SUBORDINATION OF THE LIEN TO MORTGAGES" The lien

of the assessments provided for herein shall be subordinate to the lien thereof for the purpose of satisfying the assessment, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

SECTION 1.

~~ENFORCEMENT~~ The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions imposed by the provisions of this Declaration and the aforementioned recorded Declaration and Covenants, Reservations, Restrictions, Reservations, Covenants and Restrictions for Oak Forest. Failure of the Association or by any Owner to enforce any covenant or restriction hereinafter contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2.

"SEVERABILITY" Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3.

"AMENDMENT" The provisions contained herein may be amended at anytime by written vote of two thirds (2/3) of the owners of lots in the subdivision and such amendment shall be duly filed of record in the Office of the RMC for Horry County, South Carolina.

SECTION 4.

"AREAS AND THEIR APPURTENANCES TO BE MAINTAINED BY THE ASSOCIATION" All Common Areas and their appurtenances hereafter set out, but not limited to, shall be maintained by the Oak Forest

Homeowners Association, to wit:

- (a) Streets.
- (b) Recreational Areas.

SECTION 5.

"STAGED DEVELOPMENT"

(a) The subdivision may be developed in two or more phases.

(b) Additions to the subdivision may be made by the Declarant without consent of the members. The Declarant shall not be obligated to bring any additional properties into the subdivision. Additional phases shall be added by recording in the Office of the RMC for Horry County an Amendment to this Declaration expressly submitting the respective phases to all provisions of this Declaration and the By-Laws attached hereto.

SECTION 6.

If the Association is dissolved, the assets shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

SECTION 7.

If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to lot owner's easement.

SECTION 8.

Absolute liability is not imposed on lot owners for damage to common area or lots in the Planned Unit Development.

Declarant reserves unto itself, its successors and assigns, in, over, across and upon the property shown as common area, all easements and rights of ingress and egress necessary and convenient for the construction and development of any additional phases. Which easements shall remain in full force and effect for such time as Declarant retains the option of submitting additional phases.

SECTION 9.

"NOTICE OF SALE, LEASE OR MORTGAGE" In the event an Owner sells, leases, mortgages or otherwise disposes of any Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee or transferee. Purchaser is hereby put on notice of a lien on any premises for unpaid assessments of seller, prior to closing, and that such lien will follow and be a lien or encumbrance upon the premises, and not follow the seller, his heirs or assigns individually.

BY LAWS OF OAK FOREST HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION:

SECTION 1.

The name of the Association is Oak Forest Homeowners Association (OFHA) hereinafter referred to as Association. The principal office of the Association shall be located at 1422 Fourth Avenue, Conway, South Carolina, until such time the Association has obtained suitable office space, within the subdivision, at which time the office address will change and written notice will be given to all. Meetings of the members and directors may be held at such places within the State of South Carolina, County of Horry, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS:

SECTION 1.

"Association" shall mean and refer to Oak Forest Homeowner's Association, its Successors and

Assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of all the owners.

SECTION 4. "Lot" shall mean and refer to any plot of land shown recorded upon any recorded subdivision map of the Properties with the exception of Common Areas.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Declarant" shall mean and refer to Larry W. Paul, his successors and assigns, if such successors and assigns, should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the RMC for Horry County, South Carolina.

SECTION 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

**ARTICLE III
MEETING OF MEMBERS:**

SECTION 1. "Annual Meetings" The first annual meeting of the members shall be held within one year from the date

of execution of the Association, and each subsequent regular annual meeting of the members shall be held at the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. "Special Meetings" Special meetings of the members may be called at anytime by the President or by the Board of Directors, through the President, or upon written request of the members who are entitled to vote two-thirds (2/3) of all of the votes of the Class A membership.

SECTION 3. "Notice of Meetings" Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote, and will be addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

SECTION 4. "Quorum" The presence at the meeting of members entitled to cast, or of proxies entitled to cast, equaling a majority of the votes of the membership, shall constitute a quorum for any action, except as otherwise provided in the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time without notice other than

announcement at the meeting until a quorum as aforesaid shall be present or be represented.

SECTION 5. "Proxies" At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

SECTION 1. The affairs of this Association shall be managed by the Board of Directors, herein known as "Officers."

SECTION 2. "ENUMERATION OF OFFICERS" The officers of this Association shall be, but not limited to:

- (a) An Executive Director/Property Manager
- (b) A President
- (c) A Vice President
- (d) A Secretary
- (e) A Treasurer
- (f) Any other such officers as the Board may from time to time, by resolution, create.

SECTION 3. "ELECTION OF OFFICERS" The election of officers shall take place at the first meeting of members. This meeting will not be considered the first annual meeting, however will constitute a special meeting for the purpose of electing officers.

SECTION 4. "Term of Office" The officers of this Association shall be elected, with the exceptions noted, annually by the members and each shall hold office for One (1) year unless they shall sooner resign, or be removed, or otherwise disqualify themselves to serve.

The Office of The Executive Director/Property Manager will initially be the Developer, or his designated representative. This office will remain

an appointed position, and in no way can the holder be removed, until such time the Development has been established with a minimum of 90% occupancy rate, at which time, at the Board's discretion, will become an elected position.

SECTION 5. "Special Assignment" The Board may elect such other officers as the affairs of the Association may require, each of who shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 6. "Resignation and Removal" Any officer may be removed from office with due cause by a two-thirds (2/3) member vote. Any officer may resign at any time, giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 7. "Vacancies" A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve as a temporary position, with all voting powers of a full position, for a period of no less than 30 days, after which time a special election will be held.

SECTION 8. "Duties" The duties of the officers will include the following, but not be limited to:

(a) Executive Director/Property Manager: The Executive Director/Property Manager shall ensure that all properties, associated paperwork, constructions requirements, and construction affairs, of Oak Forest are maintained in accordance with the prescribed doctrines; assist the President

in the duties of the Office of President.

(b) President: The president shall preside at all meetings of the Board of Directors and Association; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all promissory notes.

(c) Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(d) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(e) Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account and provide a monthly itemized statement at the monthly Board of Directors meeting; cause an annual audit of the Association Books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

SECTION 9.

"Compensation" No director shall receive

compensation for any service he may render to the Association. However, any director may be reimbursed for his actual approved expenses incurred upon disclosure of receipts or written statement of expenditures, incurred in the performance of their duties.

SECTION 10.

"Action Taken Without a Meeting" The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

SECTION 11.

"Multiple Offices" No person shall simultaneously hold more than one of any of the offices except in the case of special offices pursuant to Section 5 of the Article.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS:

SECTION 1.

"Nomination" Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion

determine, but not less than the number of vacancies that are to be filled. Such nominations must be made among members.

SECTION 2.

"Election" Election to the Board of Directors may be by open vote or secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS:

SECTION 1.

"Regular Meetings" Regular meetings of the Board of Directors shall be held monthly. The Board will publish, on an annual basis, a listing of all Regular Meeting dates, times, and place. These may be changed, by resolution of the Board, without notice. All regular Board Meetings are open to membership attendance. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2.

"Special Meetings" Special meetings of the Board of Directors may be held by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

SECTION 3.

"Quorum" A majority of the number of directors shall constitute a quorum for the transaction of business of every act or decision done or made by a majority of the directors.

ARTICLE VII
POWER AND DUTIES OF THE BOARD OF DIRECTORS:

SECTION 1.

"Powers" The Board of Directors shall have power

to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment's period.

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action of law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability

and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Areas to be maintained;

(h) Oversee and approve all actions caused by committees established by the Board.

ARTICLE IX

COMMITTEES:

SECTION 1. The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

SECTION 2. All committees will be made up of members of the Homeowners Association and appointed for a period required to complete the task developed for.

SECTION 3. The Board of Directors will appoint an Architectural Control Committee and a Nominating Committee, as provided for in the Declaration and these By-Laws, for the same tenure as the Board of Directors.

ARTICLE X

BOOKS AND RECORDS:

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XI

AMENDMENTS:

SECTION 1.

These By-Laws may be amended, at a regular or special meeting of the members of the Association, by a vote of a majority of a quorum of members present in person or by proxy.

SECTION 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of these By-Laws, the Declaration shall control.

*These 22 pages are missing from
by laws, that are posted by Daniel + Cedar
Mgmt, Oak Forest HOA.org*

CERTIFICATION

I, the undersigned, do hereby certify:

IN WITNESS whereof the undersigned being the Declarant, Nozair
 set his Hand and Seal this 18th day of AUG, 1993, at Conway,
 South Carolina.

Witnesses:

Marcelle Reed Eiler
Tiffany Paul McGrawell

Harry W. Paul (L.S.)
 HARRY W. PAUL

This page is
 out of place.

That I am the owner of Oak Forest Homeowners Association;
and,

THAT the foregoing By-Laws constitute the original By-Laws of
said Association, as duly adopted at a meeting of the Board of
Directors thereof, held on the _____ day of May, 1993.

WITNESSES:

Harriette Reed Eiler
Timothy Paul McDowell

WITNESSES:

Timothy Paul McDowell
Harriette Reed Eiler

WITNESSES:

WITNESSES:

WITNESSES:

Timothy Paul McDowell
Harriette Reed Eiler

WITNESSES:

Harriette Reed Eiler

Larry W. Haire (L.S.)

Timothy James Weir (L.S.)

Louise Hollon (L.S.)

Dewey J. Kirkley (L.S.)

Alma L. Kirkley (L.S.)

Molly H. Mohle (L.S.)

Gerald A. Verno (L.S.)

Danielle Reed Eiler
Tiffany Paul McDowell

WITNESSES:

Donna B. Whetstone
James E. Reed

WITNESSES:

Danielle Reed Eiler
Tiffany Paul McDowell
Norman A. Allen

WITNESSES:

Frank B. Gray
Tiffany Paul McDowell

WITNESSES:

WITNESSES:

WITNESSES:

WITNESSES:

Christine E. Verno (L.S.)
 CHRISTINE E. Verno

James E. Reed (L.S.)
 JAMES E. REED

Danielle Reed Eiler (L.S.)
 DANIELLE REED EILER

Ronald B. Whetstone (L.S.)
 RONALD B. WHETSTONE

Donna B. Whetstone (L.S.)
 DONNA B. WHETSTONE

Frank Silvestri (L.S.)
 FRANK SILVESTRI

Yvette Silvestri (L.S.)
 YVETTE SILVESTRI

Vicki M. Carroll (L.S.)
 VICKI M. CARROLL

Richard Elmer Wilcox (L.S.)
 RICHARD ELMER WILCOX

Delores L. Wilcox (L.S.)
 DELORES L. WILCOX

Nancy B. Cribb (L.S.)
 NANCY B. CRIBB

UNITED CAROLINA BANK
 BY: _____ (L.S.)

AS ITS: _____

BY: _____ (L.S.)

AS ITS: _____

WITNESSES:

JULIA DIANE BUFFKIN-SMITH (L.S.)

WITNESSES

Henry Paul McGrawell
*Harold A. Allen**Harrison Van Bibber* (L.S.)
HARRISON VANBIBBER
Helen Van Bibber (L.S.)
HELEN VANBIBBER

WITNESSES:

PAUL ROSS (L.S.)

DOROTHY H. ROSS (L.S.)

WITNESSES:

ROBERT L. SOLOMON (L.S.)

DONNA F. SOLOMON (L.S.)

WITNESSES:

JERRY ALAN EDGE (L.S.)

PHILOMENA T. EDGE (L.S.)

WITNESSES:

*Henry Paul McGrawell**James C. Watson* (L.S.)
JAMES C. WATSON

Harold L. Allen

Somying Watson (L.S.)
SOMYING WATSON

WITNESSES:

Danielle Reed Eiler
Tiffany Paul McDowell

Brian P. Mcelroy (L.S.)
BRIAN P. MCELROY
Patricia Lynn Mcelroy (L.S.)
PATRICIA LYNN MCELROY

WITNESSES:

Tiffany Paul McDowell
Harold L. Allen

Geoffrey F. A. Kimber (L.S.)
GEOFFREY F. A. KIMBER
Tanya M. Kimber (L.S.)
TANYA M. KIMBER

WITNESSES:

Danielle Reed Eiler
Tiffany Paul McDowell

Stephen H. Rittweger (L.S.)
STEPHEN H. RITTWEGER
Hazel A. Rittweger (L.S.)
HAZEL A. RITTWEGER

IN WITNESS whereof the undersigned being the Declarant herein
set his Hand and Seal this 14th day of Aug, 1993, at Conway,
South Carolina.

Witnesses:

James R. Reed Esq.

Harry W. Paul Esq.

Harry W. Paul (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Timothy James Webb, sign, seal and as his Act and Deed deliver the within Amendment to Declaration and Establishment of conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 17th day of Aug. A.D. 1993.

Norman S. Allen (L.S.)
Notary Public for South Carolina

Tiffany Paul McDaniel

My Commission Expires: 12-7-97

WIT FILE #

BOOK 1662 PAGE 206

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Molly H. Mohle, sign, seal and as her Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 19th day of Aug, A.D. 1993.

Sally McDowell (L.S.)
Notary Public for South Carolina

My Commission Expires: 12-5-98

Stephen Paul McDowell

BOOK 1662 PAGE 207

WIN FILE #

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Gerald A. Verno and ~~Christine E. Verno~~, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 14th day of ^{Aug.} ~~May~~, A.D. 1993.

Annelle Reed Eiler (L.S.)
Notary Public for South Carolina

William Paul McDowell

My Commission Expires: 8-27-97

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named ~~Gerald R. Verno~~ and Christine E. Verno, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 19th day of Aug, A.D. 1993.

Marcelle Reed Eiler (L.S.)
Notary Public for South Carolina

Tiffany P. McDowell

My Commission Expires: My Commission Expires August 27, 1997

WTS FILE 4

BOOK 1662 PAGE 209

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named James E. Reed and ~~Bertel Reed~~, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 20th day of Aug, A.D. 1993.

James E. Reed (L.S.)
Notary Public for South Carolina

My Commission Expires: 6-22-2002

WIS FILE #

BOOK 1662 PAGE 210

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named ~~James B. Reed~~ and Daniel Reed Eiler, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 4 day of ^{Aug}~~May~~, A.D. 1993.

James M. Lamb (L.S.)
Notary Public for South Carolina

Henry Paul H. Goussard

My Commission Expires: 3/24/97

WTS FILE #

DEC 1662 PAGE 211

STATE OF SOUTH CAROLINA

COUNTY OF Horry

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Frank Silvestri and Yvette Silvestri, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 17th day of ^{Aug}~~May~~, A.D. 1993.

Paul B. Gray (L.S.)
Notary Public for South Carolina

My Commission Expires: 8/7/94

Henry Paul M. Dorell

WTS FILE #

BOOK 1662 PAGE 212

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Ronald B. Whetstone and ~~Denna B. Whetstone~~, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 4th ^{AUG} day of ~~May~~, A.D. 1993.

Annette Reed Eiler (L.S.)
Notary Public for South Carolina

Ryan Paul McDaniel
L.S.

My Commission Expires: 8/27/97

WRT FILE #

BOOK 1662 PAGE 213

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named ~~R. B. Whetstone~~ and Donna B. Whetstone, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 12th day of ^{AUG}~~SEP~~, A.D. 1993.

Norman H. Allen (L.S.)
Notary Public for South Carolina

Tiffany Paul McDowell

My Commission Expires: 12-7-97

WFO FILE #

BOOK 1662 PAGE 214

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Harrison Vanbibber and Helen Vanbibber, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 17th day of Aug, A.D. 1993.

Norman H. Allen (L.S.)
Notary Public for South Carolina

Jeffrey Paul McGowan

My Commission Expires: 12-7-97

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named James C. Watson and Sonying Watson, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 9th day of Aug, A.D. 1993.

Norman S. Allen (L.S.)
Notary Public for South Carolina

Tiffany Paul McDowell

My Commission Expires: 12-7-97

WTS PAGE #

BOOK 1662 PAGE 216

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Brian P. McGilroy and ~~Patricia Lynn McGilroy~~, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 4 day of May, A.D. 1993.

Arielle Reed Ector (L.S.)
Notary Public for South Carolina

My Commission Expires: 8-29-97

Harry Paul Wiley

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Geoffrey F. A. Kimber and Tanya M. B. Kimber, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 12th day of ^{AUG}~~May~~ A.D. 1993.

Norman H. Allen (L.S.)
Notary Public for South Carolina

Jeffrey Paul M. Powell

My Commission Expires: 12-7-97

NOT FILE #

BOOK 1662 PAGE 218

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named ~~Brian J. McElroy~~ and Patricia Lynn McElroy, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 18th day of May, A.D. 1993.

James M. Lamb (L.S.)
Notary Public for South Carolina

Edgar Paul McElroy

My Commission Expires: 3/24/97

WFO FILE #

BOOK 1662 PAGE 219

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

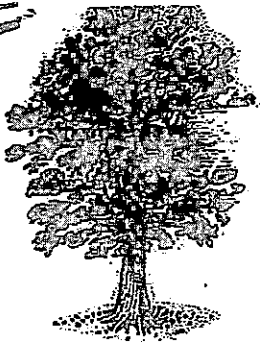
PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the within named Stephen H. Rittweger and Hazel A. Rittweger, sign, seal and as their Act and Deed deliver the within Amendment to Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest and Creation of Oak Forest Homeowners Association; and that (s)he with myself, the undersigned Notary Public, witnessed the execution thereof.

SWORN to before me this 4 day of ^{Aug}~~May~~, A.D. 1993.

Danielle Reed Eick (L.S.)
Notary Public for South Carolina

Tiffany R. McDaniel

My Commission Expires: 8-27-97



Oak Forest Homeowner's Association Inc.

Post Office Box 30475, Myrtle Beach, SC 29588

May 18, 2011 Meeting Minutes

The regularly scheduled Monthly Board Meeting for the Oak Forest Homeowners Association was held on Wednesday, May 18, 2011 at Cathedral hall. (located on the corner of Pampas Dr. and Howard Ave. in Market Commons).

Meeting started at 7:10pm and with no objections was opened with a prayer. Board Members Present were Daniel Watson President, Lois D'Emilio Vice President and Beverly Baker (Interim) Secretary.

Please note we are still looking for two people to volunteer to be on the Board as Treasurer and as Secretary

Lots represented were 1, 13, 47, 64, 110, and 135

Old Business

Discussion was had on the previously proposed amendment to change the part of the bylaws having to do with "Term of Office".

Currently ALL 4 members of the Board have to be re-elected every year. As we have already seen, IF there are 4 new members and a whole new Board takes office, as can happen any year, IF and when this happens then it can take several months before the new Board can get settled in. It has been my goal to ensure that this will not happen again in the future. In researching the topic Daniel Watson discovered that most other HOA Boards rotate only one or two Board Members a year. The upside to this amendment would be that it should be easier to find one or two volunteers to fill a vacancy or two than to try and replace all 4 at the same time.

It appeared to be generally believed by those in attendance that this was a good idea and should result in a smoother transition of power WHEN that time comes.

"As, Daniel reiterated, It WILL eventually. I will not always be President."

Daniel hopes to have the proposed amendment drafted for final review by next meeting.

Colleen has graciously agreed to still serve the office of Treasurer until a replacement can be found, and likewise Beverly has graciously agreed to serve the position of Secretary INTERIM until a suitable replacement can be elected.

I WOULD LIKE TO POINT OUT THAT WITH THE HIRING OF A MANAGEMENT COMPANY THE INDIVIDUAL RESPONSABILITIES OF THE INDIVIDUAL POSITIONS ON THE BOARD HAVE GREATLY CHANGED. THE JOBS ARE MUCH, MUCH, EASIER.

The problems with the drainage along the north side of the property has been addressed as best the Board was able. Each Homeowner is being strongly encouraged to keep their own sections of the Drainage well properly maintained and cleaned out so it can do its' job. But unless something drastic happens, the Board has done all it currently can.

The next issue discussed was about the Front entrance. The location of the road has been slightly modified to allow for Power line issues. It has been moved about 15 to 20 feet further out than first expected. The Board is continuing to ask for your help in watching for ANY meetings that are being held concerning the overpass or frontage road projects. IF ANYONE HEARS ABOUT ANY MEETINGS PLEASE CALL DANIEL AT 843-293-0707 AT ONCE

The next topic was the Drainage issue on the back side of Triumph where one of the existing yard catch basins was installed too high and the water can not get from the dirt down into the drainage. We are still working on finding a contractor to do the work needed and to dig out the detention pond also.

The Next topic was the Road repairs slated to be done this year. The reason that they have been started is because we are waiting on Insurance info from the contractor slated to do the work. We look for it to start in the next few weeks.

NOTE; The road repairs slated for next year will likely be speed bumps.

The next topic discussed was The Common area. SOME of the work previously planned is still in the works. We are still planning to fill the mud-holes and spread some crusher-run to make the ground harder and better for parking on. We are still looking for bids for someone to do the work needed.

For those who do not already know, Dale Dobis the Developer of the back properties is giving us some of the dirt from where he had to dig out the second detention pond in the back of his development. As soon as the dirt is ready he is supposed to be bringing us some of that dirt. The Contractor working for Dale has said that if his grader box is already here on property he will be happy to spread the dirt for us and later possibly spread the crusher-run as well. Daniel expressed hopes that this will save us a lot of money just for being a little patient.

When the dirt IS brought to the common area, the Vehicles will all have to be removed temporarily while the work is being done.

6. The last topic of old business was pertaining to our search for a new Insurance Provider. The company we had for years canceled on us with no explanation as to why. We had already paid for the year and they sent us back the check and canceled the coverage. Our Management Company is also checking for us.

NEW BUSINESS

A review was had on our current Policy on placing Liens. The Bylaws give us the right to place a Lien on a homeowners lot for the purpose of collecting past due dues.

At a past Board Meeting the HOA Board decided to leave the requirement guideline amount of past-due Dues set at "Greater than \$120.00, (half a year), in unpaid Dues and Fines or

Fees. It is still that way today. Every account owing more than \$120.00 will get a Lien placed on the home. Any Lien that is in excess of \$500.00 will be passed to a Lawyer to start Foreclosure Proceedings.

IF a homeowner has entered into agreement with; and has ON FILE with Cedar Management a "Payment Plan" as outlined by Cedar Management, THEN that homeowner will not get a Lien placed on the home, AS LONG AS the payment agreement is honored.

Other Policies were reviewed;

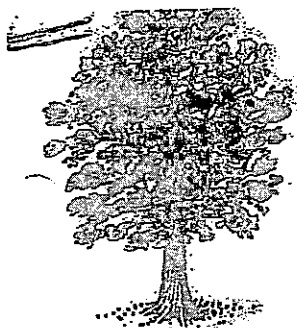
The standard fine used for almost everything is remaining "\$25.00 per day till the violation is rectified." This was a practice with a previous administration that used this amount as a fine for not cutting the grass. The fine proved to be quite effective so The Board decided to continue using that amount for all our By-law or Covenant Violations. At that rate, the

The floor was opened for any New Business. And someone volunteered information about a Contractor who showed her about Government Grants for replacing the roof on your home or the windows in your home.

Please see www.SafehomeSC.com for more information.

A motion to adjourn was made by Ann Vincinzo and was seconded by Mr. Santoro, the meeting adjourned at 8:55 pm.

Ann 2



Oak Forest Homeowner's Association Inc.

Post Office Box 30475, Myrtle Beach, SC 29588

Meeting Minutes

Mar - 21 - 2012

The Regularly scheduled Monthly Board Meeting for the Oak Forest BOD (Board Of Directors) was held at the Cathedral Hall off Pampass Dr. The meeting started at 7:05 PM. With no objections Daniel Watson opened the meeting with a prayer.

Old Business

~~Discussion was had on the delay in getting an insurance company.~~

RECAP: We have been without an insurance company since our insurance was canceled after we had a "slip and fall", (S&F), in our neighborhood, that resulted in an injury.

Even though the S&F was on Triumph drive and the road has since been repaired and no risk exists on THAT street, insurance companies have viewed the condition of Temperance drive and are slow to be willing to cover us.

Despite the fact that we stepped up the rate of repairs to Temperance dr, The Insurance Companies WANT us to fix Temperance drive before they will insure us.

The cheapest bid we have gotten to date is \$248,000.00.

Our total net worth is only about \$67,000.00. A difference of \$181,000.00

With 181 billable lots, in order to pave Temperance drive right now every homeowner would have to be accessed \$1,000.00 each. And of course, ALL 181 homeowners would HAVE to pay up right away.

First of all, out of the 181 Billable homeowners there are 26 lots owned by the developer. IF we accessed, he would have to cough up \$26,000.00. Not likely to happen.

Also, there are 22 living on fixed incomes, most of them will probably not be able to come up with \$1,000.00 either. (I myself have a daughter in college and cant come up with it either).

THEN there are the 41 Homeowners who are NOT currently paying their dues right now and are in collections. (10 homes moved out of the community, and at least one of them is dead). We are NOT likely to get any money from them. It is taking a long time to collect the money, adding more to it will not make collecting any easier.

If you're doing your math, as if it is even necessary at this point, that leaves about 92 of us to carry the load.

Not going to happen. We have never done an assessment, and are not going to as long as I can prevent it!

Just THIN COAT PATCHING Temperance just to get an insurance carrier to cover us, would cost around \$20,000.00. (An estimate). A fix, by the way, that will eventually break back up and in this Board's opinion would be a waste of money.

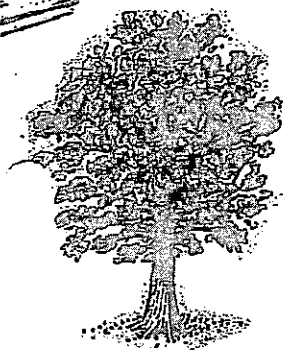
The next item discussed was Collections. The Board had decided last month to send one last letter before starting Legal proceedings. Letter were sent to 41 Owners with totals over \$120.00 only one owner responded. The other 40 will be going to a collections lawyer.

New Business

The entrance sign was discussed. The Board is asking homeowners to send in ideas sketched out. Just sketches. We will have someone figure out the logistics after we decide on a design.

NEW INFORMATION;

Horry county had said that they were not taking any sign applications till the overpass was complete. Well, they have changed their minds! We can submit our design for approval as soon as we decide on one.



Oak Forest Homeowner's Association Inc.

Post Office Box 30475, Myrtle Beach, SC 29588

Meeting Minutes

April-17-2013

The regularly scheduled Monthly Board meeting was held, as always, on the third Wednesday of the month. It was held at the International Burger restaurant located on the frontage road, North Gate Blvd. near the Palmetto point light.

Board members present were;

Daniel Watson – President

Beverly Baker – Secretary

Lots represented were 1,47,106,139,151

Meeting opened at 7:12 PM

With only 2 Board member Present, this meeting was held for 'Discussion' purposes only and no business decisions can be made.

Old business-

The first Quote for the entrance sign was reviewed and discussion was had.

For the straight design sign, 4ft sloping to 7ft @ 23 ft long, double wall lattice design, made with red brick, cost quoted \$17,300.00

Brass lettering and a 'Oak tree' silhouette, another \$2,200.00

For a total of \$19,300.00

For the two sided, 'V' shaped design, 4ft sloping to 7ft at the center then back to 4 ft on the other end, 15 ft on each side, double wall lattice design, made with red brick, cost quoted \$21,500.00

Brass lettering and a 'Oak tree' silhouette, both faces, another \$4,200.00

For a total of \$25,700.00

All present agreed that this cost sounds much higher than anticipated. The Board, of course, has to obtain three bids from different contractors before discussion is even had in earnest.

A reminder letter, email actually, was sent to a homeowner reminding them that they need to obtain approval in writing prior to getting started on a project, a reminder included about the Bylaws' stance on signs, and operating a business out of the home. The owner was asked to pass on this info to anyone who talks to them about their project.

The Board wanted to clarify that, in this case, while general landscaping does not need approval, large projects, like the size of this one, should have been approved in writing prior to getting started. The 'rule of thumb' gained from the wording in the bylaws is; Anything that can be seen from the road, needs approval before you start.

In this case the Board could have offered the homeowner assistance with a place to put the removed sod and dirt. It *may* have even been able, after review by the Board, possibly to have helped with the *cost* of the project. It is always a good idea to ask questions before you begin.

A quick review of the years' upcoming projects was had.

The Speed humps/bumps were discussed, they can be seen in the Stone Bridge subdivision off of Palmetto point on the other side of 17 BPS. (remember from previous meetings that the humps cost \$2,400.00 each), and a new product was introduced as a possible alternative. Speed Humps made of this new product cost \$139.00 each. (substantially cheaper)

The product suggested can be seen at the Good Will store down near Lowes. This new product is not made of plastic, as our first speed bumps were, but are made of Rubber, (recycled tires), and come with a 5 year warrantee. The other Board members will have to be consulted before any decisions are made.

2 We did finally get granted an extension on our deadline to have the Morlynn detention pond cleaned out. (The only quote we got to do this was \$52,000.00, and we just can't do that). We have till April, 2014 to get it cleaned out.

New Business

Lot 139 - 2559 Triumph submitted plans in writing for approval to make a cosmetic change to their home.

The two Board members present agreed, tentative approval was given, baring approval by at least one more Board member. Daniel to follow up with absent Board members.

An owner asked about specific homes that were under foreclosure, referencing the laws needing cut.

Answer; It is difficult to get the yards cut. Banks do not legally 'Take Ownership' till just before resale. So if the HOA has the grass cut, we cannot charge the owners for the cost incurred. The only way to get it done is to let the grass get high enough that Horry County would get involved and fine the owners. The County can fine the Banks and make them cut the grass whereas we cannot. But the grass has to become quite high before they consider it a Health Issue.

A complaint was discussed about a homeowner allowing their dogs to run loose.

The Board wants to take this opportunity to remind all home owners that the Bylaws forbid dogs being allowed to run loose. And Amendment one pertaining to enforcement allows the Board to level fines for infractions. Also, it should be known that Horry County also has a Leash law that is enforceable by fines written by the County Police. If anyone sees a dog running loose they should first call Horry County Police, non-emergency line, and ask for a Police officer to be sent by. Then call the HOA Board, with the residents address.

A motion to adjourn was made. It was seconded and the meeting adjourned at 7:53pm

The May meeting will be canceled. It will be hectic enough with Bike Month being here. The next meeting is scheduled for June 19th.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

OAK FOREST HOMEOWNERS)
ASSOCIATION, INC.,)

Plaintiff,)

vs.)

DAVID EARLEY, PAUL)
M. DENNISON, JEFFREY)
THOMAS, LORINDA THOMAS,)
KEVIN R. LUNDGREN, RYAN)
M. LUNDGREN, STEPHEN H.)
PECK, AND COMMUNITY)
MANAGEMENT GROUP, LLC,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2014-CP-26-5247

**PLAINTIFFS' ANSWERS TO
INTERROGATORIES OF PAUL M. DENNISON**

**TO LINDA WEEKS GANGI, ATTORNEY FOR DEFENDANT, PAUL M. DENNISON,
ABOVE NAMED:**

The Plaintiff, by and through their attorney, would answer the Interrogatories as follows:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case, regardless of whether or not the parties or counsel intend to call such persons to testify at trial, and indicate whether or not written or recorded statements have been taken from the witnesses, and indicate who has possession of such statements.

ANSWER: (a) Daniel Watson
2634 Temperance Drive
Myrtle Beach, SC 29577
(843) 293-0707

(b) Lois D'Emilio
2820 Temperance Drive
Myrtle Beach, SC 29577
(843) 293-5486

(c) Karen L. Zeip
2596 Triumph Drive
Myrtle Beach, SC 29577
(843) 251-4049

3. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: None.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

ANSWER: Plaintiff has sustained general damages, including but not limited to, loss of homeowners' dues both past and current, damage to Plaintiff's reputation, and has suffered sustained monetary and actual damages in the amount to be determined by a jury.

5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

ANSWER: None at this time. Plaintiff reserves the right to supplement this response when such expert witnesses are identified.

6. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: See Answer to Interrogatory No. 1. No written or recorded statement have been taken from any witness at this time.

7. Set forth in detail the damages which the Plaintiff asserts in each separate cause of action. Set forth all of the elements of the damages and all documents which substantiate the Plaintiff's claim for damages.

ANSWER: See Answer to Interrogatory No. 4.

LAW OFFICES OF N. DAVID DuRANT
AND ASSOCIATES, P.A.



N. David DuRant, Esquire (SCB# 1803)
Post Office Box 14722
Surfside Beach, South Carolina 29587
Telephone: (843) 650-7800
Facsimile: (843) 650-8090

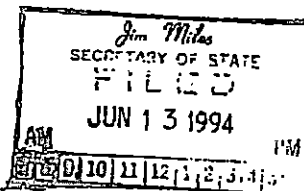
CERTIFIED TO BE A TRUE AND CORRECT COPY
 AS TAKEN FROM AND COMPARED WITH THE
 ORIGINAL ON FILE IN THIS OFFICE

00109110-86

SEP 10 2014

Mark H. Hammond
 SECRETARY OF STATE OF SOUTH CAROLINA

SECRETARY OF STATE
 NONPROFIT CORPORATION
 ARTICLES OF INCORPORATION



- Instructions:**
- (1) Must be typewritten or printed
 - (2) Must file this original and one copy.
 - (3) Must include \$25 fee payable to the Secretary of State.
 - (4) Should your articles be refused, you will receive written notification within five days.

1. The name of this corporation is (33-31-401) _____
Oak Forest Homeowners Association, Inc.
2. The initial registered office of the corporation is:

<u>1422 Fourth Avenue</u>	<u>Conway.</u>	<u>SC</u>	<u>Horry</u>
Street Address	City	County	

South Carolina, 29526
 State, Zip Code
 [The complete address is required by SC Code 33-31-202(a)3]
3. The name of the registered agent at the above office is:
Tiffany Paul McDowell
4. Check either (a), (b), or (c). Check only one box.
 - ☐ The nonprofit corporation is a public benefit corporation.
 - ☐ The nonprofit corporation is a religious corporation.
 - ☒ The nonprofit corporation is a mutual benefit corporation.
5. Check (a) or (b), whichever is applicable:
 - ☒ This corporation will have members who will vote for the board of directors. See Section 33-31-202(a)5.
 - ☐ This corporation will not have members.

6. The address of the principal office of the nonprofit corporation is:

1422 Fourth Avenue
 Street Address

Conway	Horry	SC	29526
City,	County,	State,	Zip Code

[The complete address is required by SC Code 33-31-202(a)7]

7. If the corporation is either public benefit or religious, complete either (a) or (b) below. Do not check both.
 [This information is required by 33-31-202(a)6]

[] Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)3 of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the court of common pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

[] Upon dissolution of the corporation, consistent with law, the remaining assets of the corporation shall be distributed to:

8. If the corporation is a mutual benefit corporation, complete either (a) or (b) to describe how the assets of the corporation will be distributed upon dissolution of the corporation.

[X] Upon dissolution of the mutual benefit corporation, the assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

[] Upon dissolution of the mutual benefit corporation the assets, consistent with law, shall be distributed to

9. Please include any optional provisions which the nonprofit elects to include in these articles of incorporation. See Section 33-31-202(b) through 33-31-202(e).

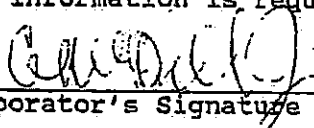
10. The name and address of each incorporator is as follows:

George E. McDowell, Jr.

1318 Third Avenue, Conway, S. C. 29526

[This information is required by SC Code 33-31-202(a)4]

- 11.


Incorporator's Signature [33-31-202(d)]

George E. McDowell, Jr.

Incorporator's Name (typed)

Incorporator's Signature

Incorporator's Name (typed)

- 12.

Signature of any director named in these articles

Director's Name (typed)

Signature of any director named in these articles

Director's Name (typed)

June 10, 1974
Date and Time

Exh J

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 10 2014

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT OR BOTH
OF A NONPROFIT CORPORATION

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Sections 33-31-502 and 33-31-1508 of the 1976 South Carolina Code of Laws, as amended the undersigned corporation submits the following information

1 The name of the corporation is Oak Forest Homeowners Association

2 The corporation is (complete either "a" or "b" whichever is applicable)

a A domestic nonprofit corporation incorporated in South Carolina on 6/13/1994 or

b A foreign nonprofit corporation incorporated in _____ on _____

_____ and authorized to do business in South Carolina on _____
Date Date

3 The street address of the current registered office in South Carolina is

1422 Fourth Ave Conway SC 29526
Street Address City State Zip Code

4 If the current registered office is to be changed, the street address to which its registered office is to be changed is

249 Eddy Rd Suite 2B Charleston SC 29412
Street Address City State Zip Code

5 The name of the current registered agent is Tiffany P McDowell

6 If the current registered agent is to be changed, the name of the successor registered agent is

Community Management Group

*I hereby consent to the appointment as registered agent of the corporation

[Signature]
Signature of New Registered Agent

7 The street addresses of the registered office and of the office of the registered agent, as changed, will be identical

*Pursuant to Sections 33-31-502(5) and 33-31-1508(5) of the 1976 South Carolina Code of Laws as amended, the written consent of the registered agent may be attached to this form

080804-0193 FILED 08/01/2008
OAK FOREST HOMEOWNERS ASSOCIATION INC
Filing Fee \$10.00 ORIG

Mark Hammond

South Carolina Secretary of State

Community Management Group
Name of Corporation

Date 7/30/08

SPC
Signature

Steve Peck, President
Type or Print Name and Title

FILING INSTRUCTIONS

- 1 Two copies of this form the original and either a duplicate original or a conformed copy, must be filed
- 2 Filing Fee (payable to the Secretary of State at the time of filing this document) - \$10.00

Return to Secretary of State
P.O. Box 11350
Columbia SC 29211

Exh K

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 10 2014

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF DISSOLUTION
FOR A
NONPROFIT CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to the provisions of Section 33-31-1404 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is: Oak Forest Homeowners Association, INC
Date incorporated: 6/13/1994
2. The dissolution was authorized on 9/1/2010
3. Choose one of the following by marking the appropriate box.
 - ☐ The resolution authorizing the dissolution was duly adopted by the members pursuant to Section 33-31-1402 of the 1976 South Carolina Code of Laws, as amended.
 - ☒ The resolution authorizing the dissolution was duly adopted by a majority of the Board of Directors, as approval by the members was not required (Section 33-31-1402(b) of the 1976 South Carolina Code of Laws, as amended.)
 - ☐ The resolution authorizing the dissolution was duly adopted by a majority of the incorporators pursuant to Section 33-31-1401 of the 1976 South Carolina Code of Laws, as amended.
4. If approval by the members was required, please provide the following information pursuant to Section 33-31-1404(a) (5) (i) and (ii) of the 1976 South Carolina Code of Laws, as amended.
 - (a) Designation (Classes of membership): _____
 - (b) Number of memberships outstanding: _____
 - (c) Number of votes entitled to be cast by each class entitled to vote separately on dissolution: _____
 - (d) Number of votes entitled to be cast by each class indisputably voting on dissolution: _____
 - (e) Complete one of the following as appropriate:
 - (i) Total number of votes cast for and against dissolution by each class entitled to vote separately: _____
 - (ii) Total number of undisputed votes cast for dissolution by each class which was sufficient for approval for that class: _____

100916-0223

FILED: 09/14/2010

OAK FOREST HOMEOWNERS ASSOCIATION, INC.

Filing Fee: \$10.00 ORIG



Mark Hammond

South Carolina Secretary of State

5. If approval by third person(s) other than the members, directors, or incorporators was required, such approval was obtained.
6. If a public benefit or religious corporation, notice to the Attorney General, required by Section 33-31-1403 of the 1976 South Carolina Code of Laws as amended, has been given.
7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is: _____
date time

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

Date 9/1/2010

Oak Forest Homeowners Association, Inc
Name of Corporation

[Signature]
Signature

Steve Peck
Type or Print Name

Community Manager
Signature's Capacity

AFFIDAVIT AFFIRMING AUTHORITY TO EXECUTE ARTICLES OF DISSOLUTION FOR A NONPROFIT ORGANIZATION

Filed pursuant to South Carolina Code of Laws § 33-31-1402 (f)

I do solemnly swear or affirm, under penalty of perjury, that I have the authority, either in my own right or on behalf of the board or other entity or group, to execute articles of dissolution for Oak Forest Homeowners Association, Inc, a nonprofit organization.

Jerry Watson
Printed Name

Signature Jerry Watson

Date 9/1/10

Sworn to and subscribed before me

This 1st day of September, 2010.

Notary Public of South Carolina

My Commission Expires: 05-01-13

Exh L

DECLARED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON 11-11-11 BY THE OFFICE

Print Form

SEP 04 2014

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION
Nonprofit Corporation - Domestic
Filing Fee \$25.00

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to S.C. Code of Laws §33-31-202, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is Oak Forest Homeowners Association, Inc.

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is
1320 Main Street, Suite 300

Columbia, Richland County, SC 29201
City County State Zip Code

The name of the registered agent of the nonprofit corporation at that office is
Cedar Management Group, LLC.

Print Name

I hereby consent to the appointment as registered agent of the corporation.

Mark Hammond
Agent's Signature

3. Check "a", "b", or "c" whichever is applicable. Check only one box.
- a. ☐ The nonprofit corporation is a public benefit corporation.
 - b. ☐ The nonprofit corporation is a religious corporation.
 - c. ☒ The nonprofit corporation is a mutual benefit corporation.
4. Check "a" or "b", whichever is applicable.
- a. ☒ This corporation will have members.
 - b. ☐ This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is

1320 Main Street, Suite 300

Columbia, Richland County, SC 29201
City County State Zip Code

NP - Domestic - Articles of Incorporation

140714-0138 FILED: 07/10/2014
OAK FOREST HOMEOWNERS ASSOCIATION, INC
Filing Fee: \$25.00 ORIG

Mark Hammond

South Carolina Secretary of State

Name of Corporation Oak Forest Homeowners Association, Inc.

6. If this nonprofit corporation is either a public benefit or religious corporation complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. If you are going to apply for 501(c)(3) status, you must complete section "a."

a. ☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

☐ If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b. ☐ If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporations or to one or more of the entities described in (a.) above.

☐ If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is a mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a. ☒ Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b. ☐ Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See S.C. Code of Laws §33-31-202(c)).

Includes All Lots (001-194)

Name of Corporation Oak Forest Homeowners Association, Inc.

9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

Daniel Watson 2634 Temperance Drive, Myrtle Beach, SC 29577

Name: _____

Address

Zip Code**NAME**

Address

Zip Code

Name _____

Address

Zip Code

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

Daniel Watson, President

Name (only if named in articles)

Daniel Watson
Signature of director

Signature of director

Name (only if named in articles)

Signature of director

Name (only if named in articles)

Signature of director

11. Each incorporator listed in #9 must sign the articles.

Daniel Watson
Signature of incorporator

Signature of incorporator

Signature of incorporator

Signature of incorporator

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____

Filing Checklist

- ☐ Articles of Incorporation (in duplicate)
- ☒ **\$25.00 made payable to the SC Secretary of State - Political Associations must also submit CL-1 form and additional \$25.00 fee**
- ☒ **Self-Addressed, Stamped Return Envelope**
- ☒ **Return all documents to:** South Carolina Secretary of State's Office
Attn: Corporate Filings
1205 Pendleton Street, Suite 525
Columbia, SC 29201

Exh m

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

Oak Forest Homeowners
Association, Inc.,)

Plaintiff,)

vs.)

David Earley,)

Defendant.)

IN THE COURT OF COMMON PLEAS

C/A No.: 2014-CP-26- 5247AFFIDAVIT OF
DANIEL WATSONFILED
JULY 10, 2014
JULIANE HUGGINS-WARD
CLERK OF COURT
2014 AUG -6 PM 12:03
Horry County

PERSONALLY appeared before me, Daniel Watson, who, being first duly sworn deposes and states as follows:

1. He is the President of the Board of Directors of Oak Forest Homeowners Association, Inc.
2. That he is aware of misleading published information provided to the residents of Oak Forest subdivision by and through a certain blog that was posted on or about June 6, 2014.
3. A letter was mailed to all homeowners advising them that a website had been posted informing them that our Homeowners Association does not exist and further urging all homeowners to file civil actions against the Board Members and to call various governmental agencies to report them.
4. That certain blog was posted by Defendant encouraging homeowners not to pay their dues and advising them to disregard the By-Laws and Covenants and Restrictions as per the Homeowners Association within the subdivision.

5. The blog also contained false information stating that the Association had been dissolved.
6. Attached hereto are Articles of Incorporation filed with the Secretary of State filed on July 10, 2014 reflecting that Oak Forest Homeowners Association is in good standing as a nonprofit organization.
7. That the Plaintiff, on August 5, 2014 filed an action and motion requesting a temporary restraining order and temporary injunction prohibiting the Defendant from the publishing of that certain blog.
8. That the Plaintiff will suffer irreparable damage if that certain blog continues to be advertised and published to the public.
9. That the Plaintiff believes it would be in the interest of all concerned that the blog be removed from the public.

OAK FOREST HOMEOWNERS, INC.

BY: Daniel Webster

ITS: PRESIDENT

SWORN to before me this 5th
Day of August, 2014

Christian B. Gage (L.S.)

Notary Public for South Carolina

My Commission Expires: 09/25/2023

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence, Non-Profit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

OAK FOREST HOMEOWNERS ASSOCIATION, INC., a Non-Profit Corporation duly organized under the laws of the State of South Carolina on July 10th, 2014, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
15th day of July, 2014.

Mark Hammond
Mark Hammond, Secretary of State

Exh N
Wed.
#14

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP2605247

Oak Forest Homeowners
Association Inc

David Earley

Paul M Dennison

Jeffrey Thomas
Kevin R Lundgren

Lorinda Thomas
Ryan M Lundgren

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Clerk of Court

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 43(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:
ORDER INFORMATION

Plaintiff's Motion for Temporary Relief is DENIED.
Plaintiff may file an Amended Complaint within 30 days. All counsel consented.

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

D. [Signature] 260 11/19/2014
 Circuit Court Judge Judge Code Date
For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Norwood David DuRant PO Box 14722 Surfside Beach, SC
 29587

Joseph Stanley Sandefur PO Box 2850 Murrells Inlet, SC
 29576

Ryan M Lundgren 2443 Morlynn Dr.
Myrtle Beach, SC 29577

William Edward Lawson PO Box 2116 Myrtle Beach, SC
 29578-2116

Linda Weeks Gangi PO Box 1740 Conway SC 295

 ATTORNEY(S) FOR THE PLAINTIFF(S)

 ATTORNEY(S) FOR THE DEFENDANT(S)

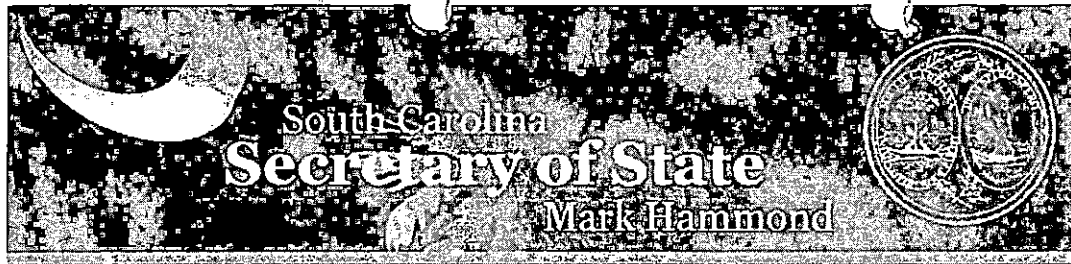
Court Reporter Francis Baldis-Ray

Melanie Huggins-Ward - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Copy of Order/ 11-24-14
 Mailed 11-24-14
 Initials CH



OAK FOREST HOMEOWNERS ASSOCIATION, INC.

Note: This online database was last updated on 9/5/2016 3:06:43 AM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Dissolved
STATE OF INCORPORATION	SOUTH CAROLINA
/ ORGANIZATION:	Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	CEDAR MANAGEMENT GROUP LLC
ADDRESS:	1320 MAIN STREET
CITY:	COLUMBIA
STATE:	SC
ZIP:	29201
SECOND ADDRESS:	SUITE 300
FILE DATE:	07/10/2014
EFFECTIVE DATE:	07/10/2014
DISSOLVED DATE:	07/01/2015

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Eleemosynary Dissolution	07/01/2015	NP DISSOLUTION	
Eleemosynary Incorporation	07/10/2014	NONPROFIT CORPORATION	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Mar 15 2016

REFERENCE ID: 1603151007405

Filed
2/15/15

5. If approval by third person(s) other than the members, directors, or incorporators was required, such approval was obtained.
6. If a public benefit or religious corporation, notice to the Attorney General, required by Section 33-59-1403 of the 1976 South Carolina Code of Laws as amended has been given.
7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is: _____

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

2/05/15
Date

Oak Forest Home Owners Association, Inc.
Name of Corporation

Daniel Watson
Signature

DANIEL WATSON
Type or Print Name

President
Position of Officer

AFFIDAVIT AFFIRMING AUTHORITY TO EXECUTE ARTICLES OF DISSOLUTION FOR A NONPROFIT ORGANIZATION

Filed pursuant to South Carolina Code of Laws §33-51-1402 (f)

I do solemnly swear or affirm, under penalty of perjury, that I have the authority, either in my own right or on behalf of the board or other entity or group, to execute articles of dissolution for _____ a nonprofit organization.

(Must match entity name on record with Secretary of State's office)

Daniel Watson
Officer's Printed Name

Daniel Watson President
Officer's Signature

Sara Barber
Notary's Printed Name

Sworn to and subscribed before me

This 6 day of April, 2015

Sara Barber
Notary's Signature

Notary Public of South Carolina

Date 4-6-15

My Commission Expires 1-13-2025



Form Provided by South Carolina, Secretary of State, March 2012

Instrument#: 2013000112373, DEED BK: 3685 PG: 119 DOCTYPE: 001 09/18/2013 at 09:56:50 AM, 1 OF 5, EXH 1, BALLERY V. SKIPPER, HORRY (NTY, SC REGISTRAR OF DEEDS

TMS Number correct 1802102184

Steeltown

Prepared By and Return to:
MURRAY LAW OFFICES, P.A.
4214 Mayfair Street, Suite A
Myrtle Beach, SC 29577
Telephone: 843-286-2000 Fax: 843-286-2100
File No.: 13-076SSAB

** NO TITLE EXAMINATION PERFORMED BY
PREPARING ATTORNEY **

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that STEELTOWN DEVELOPMENT, LLC, Grantor(s), subject to the Exceptions contained herein below, in the State aforesaid, for and in consideration of the sum of One Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars (\$132,500.00), unto it paid by PAUL M. DENNISON, Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said Paul M. Dennison, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot Twenty-Six (26) on that map entitled "Final Plat for Steel Town Development, LLC of Oak Forest Phase III" prepared by Beasley Land Surveying, Inc., dated August 29, 2008, last revised December 17, 2009, and recorded March 26, 2010 in Plat Book 248 at Page 160, office of the Register of Deeds for Horry County, reference to which is craved as forming a part of this description.

THIS CONVEYANCE is made subject to easements and restrictions of record.

THIS BEING a portion of the identical property conveyed to Steeltown Development, LLC from L.W. Paul Construction Co. Inc., by General Warranty Deed dated April 28, 2009, and recorded on May 1, 2009, in Book 3398, Page 3099, Office of the Register of Deeds of Horry County, South Carolina.

Tax Map #: 180-21-02-184

This Deed is being re-recorded to correct the first page. The Grantor Steeltown Development, LLC, and the sum of One Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars (\$132,500.00) is being added to the first page.

Instrument#: 2013000112373, DEED BK: 3685 PG: 120 DOCTYPE: 001 09/18/2013 at 09:56:50 AM, 2 OF 5, EX PT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

Prepared By and Return to:
MURRAY LAW OFFICES, P.A.
4214 Mayfair Street, Suite A
Myrtle Beach, SC 29577
Telephone: 843-286-2000 Fax: 843-286-2100
File No.: 13-0763ASAB

**** NO TITLE EXAMINATION PERFORMED BY
PREPARING ATTORNEY ****

Instrument#: 2013000110162, DEED BK:
3684 PG: 351 DOCTYPE: 001 09/13/2013 at
12:19:20 PM, 1 OF 4 COUNTY STAMPS:
\$145.75 STATE STAMPS: \$344.50
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

(Please do not write above this line - Reserved for Registrar of Deeds Office)

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that, Grantor(s), subject to the Exceptions contained herein below, in the State aforesaid, for and in consideration of the sum of No and 00/100 Dollars (\$00), unto me paid by PAUL M. DENNISON, Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said Paul M. Dennison, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot Twenty-Six (26) on that map entitled "Final Plat for Steel Town Development, LLC of Oak Forest Phase III" prepared by Beasley Land Surveying, Inc., dated August 29, 2008, last revised December 17, 2009, and recorded March 26, 2010 in Plat Book 248 at Page 160, office of the Registrar of Deeds for Horry County, reference to which is craved as forming a part of this description.

THIS CONVEYANCE is made subject to easements and restrictions of record.

TMS # 180-21-01-184

Instrument#: 2013000112373, DEED BK: 3685 PG: 121 DOCTYPE: 001 09/18/2013 at 09:56:50 AM, 3 OF 5, EXT PT, RALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

THIS BEING a portion of the identical property conveyed to Steeltown Development, LLC from L.W. Paul Construction Co. Inc., by General Warranty Deed dated April 28, 2009, and recorded on May 1, 2009, in Book 3398, Page 3099, Office of the Register of Deeds of Horry County, South Carolina.

Tax Map #: 180-21-02-184

Property Address: 2436 Morelynn Drive, Myrtle Beach, SC 29577

Grantee(s) Address: 2436 Morlynn Drive, Myrtle Beach, SC 29577

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, easements, rights-of-ways and all governmental statutes, ordinances, rules and regulations, of record and otherwise affecting the property, herein referred to as "Exceptions".

TOGETHER with, subject to the above Exceptions, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular the premises before mentioned unto the said Paul M. Dennison, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the said Paul M. Dennison, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same, or any part thereof.

Remainder of this page left blank intentionally.

Instrument#: 2013000112373, DEED BK: 3685 PG: 122 DOCTYPE: 001 09/18/2013 at 09:56:50 AM, 4 OF 5, EXHIBIT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

IN WITNESS WHEREOF the undersigned Hand and Seal this 12th day of September, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Salvatore Thomas
1st Witness

[Signature]
2nd Witness

STEELTOWN DEVELOPMENT, LLC

By: *Dale R. Dobis, Jr.* (L.S.)
Dale R. Dobis, Jr., Manager

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

CORPORATE PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Dale R. Dobis, Jr., Manager, the authorized representative of Steeltown Development, LLC, sign, seal, and as act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

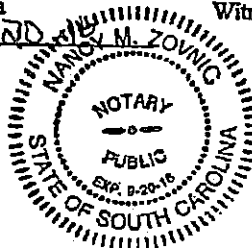
SWORN to before me this
12th day of September, 2013.

[Signature]
Notary Public for South Carolina

My Commission Expires: 9-20-16

(SEAL)

File # 13-0765SAB



[Signature]
Witness

DOCUMENT: 2013000112373, DEED HK: 3685 PG: 123 DOCTYPE: 001 09/18/2013 at 09:56:50 AM, 5 OF 5, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and states:

1. The Corporation have read the information on the back of this affidavit and the corporation understand such information.
2. The property being transferred is located at 2436 Morelynn Drive, Myrtle Beach, SC 29577, bearing Myrtle Beach, Horry County Tax Map Number 180-21-02-184, and was transferred by Steeltown Development, LLC to Paul M. Dennison on September 14, 2013.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip Items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 132,500.00
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____
6. The deed recording fee is computed as follows:
 - (a) ☒ Place the amount listed in item 4 above here: \$132,500.00
 - (b) ☐ Place the amount listed in item 5 above here: _____
 - (If no amount is listed, place zero here.)
 - (c) ☒ Subtract Line 6(b) from Line 6(a) and place result here: \$132,500.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 490.25
8. As required by Code Section 12-24-70, the corporation state that the corporation am a responsible person who was connected with the transaction as: Seller
9. The Corporation understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than one year, or both.

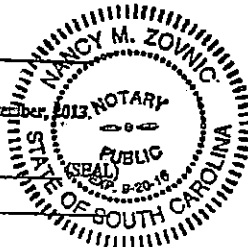
STEELTOWN DEVELOPMENT, LLC

By: _____

Dale R. Dobis, Jr., Manager

SUBSCRIBED and sworn to before me this 14th day of September, 2013.

Notary Public for South Carolina
My Commission Expires: 9-20-16



PLANNED UNIT DEVELOPMENT RIDER

FHA Case No.
461-5854983-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this _____ day of _____, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Branch Banking and Trust Company Lic. 399803

("Lender") of the same date and covering the Property described in the Security Instrument and located at: 2436 MORLYNN DR, MYRTLE BEACH, SC 29577-1626

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as

[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the

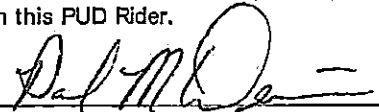
6617003943
FHA PUD Rider
VMP®
Wolters Kluwer Financial Services © 2008

7001959645
VMP589U (0806)
Page 1 of 3
Initials: PO

yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


Paul M. Dennison (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

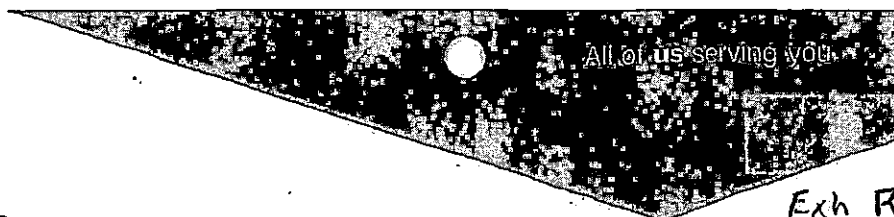
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

6617003943
FHA PUD Rider
VMP®
Wolters Kluwer Financial Services © 2008

7001959645
VMP589U (0806)
Page 3 of 3
Initials: PD



Exh R

Hazard Insurance Processing Center
P.O. Box 7298
Springfield, OH 45501-7298

July 14, 2015

Paul M Dennison
2436 Morlynn Dr
Myrtle Beach SC 29577

Property Address: 2436 Morlynn Dr
Myrtle Beach SC 29577

Dear Mortgagor(s):

We have received a Notice of Cancellation for your homeowner's policy on the above property address effective 9/11/2015. It is a requirement of your mortgage that this coverage be maintained on your account.

Please contact your agent to request that they send us evidence of acceptable coverage or a reinstatement notice. You may fax this information to 937-327-7707 or mail to the address listed below. The mortgagee clause on the policy should read as follows:

U.S. Bank National Association
Its Successors and/or Assigns
c/o U.S. Bank Home Mortgage
P O Box 7298
Springfield, OH 45501-7298
Account Number: 9902533608

If we do not receive a response from you or your agent, we will obtain insurance on your behalf. You will be required to bear the cost of the insurance either through an existing escrow account or by an adjustment in your payment. We cannot guarantee that the coverage of our policy will be comparable to your former policy.

U. S. Bank Home Mortgage is committed to providing you with the best service in the mortgage industry. Should you have any questions regarding this letter, please contact our Customer Service Center at 800-365-7772 or visit our website at www.usbankhomemortgage.com.

Hazard Insurance Processing Center
HZ243-057/ZWB/9902533608

Instructions: 2010000031206, PLAT BK: 248 PG: 160
 DOCTYPE: 061, 03/26/2010 at 11:57:52 AM, 1 of 1
 BALLERY V. SKIPPER
 HORRY COUNTY, SC REGISTRAR OF DEEDS

LINE TABLE		C-DRY TABLE	
LINE	GEN-W	GEN-W	GEN-W
1	207.1	241.343.0	241.343.0
2	207.2	241.343.0	241.343.0
3	207.3	241.343.0	241.343.0
4	207.4	241.343.0	241.343.0
5	207.5	241.343.0	241.343.0
6	207.6	241.343.0	241.343.0
7	207.7	241.343.0	241.343.0
8	207.8	241.343.0	241.343.0
9	207.9	241.343.0	241.343.0
10	207.10	241.343.0	241.343.0
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17	207.17	241.343.0	241.343.0
18	207.18	241.343.0	241.343.0
19	207.19	241.343.0	241.343.0
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63	207.63	241.343.0	241.343.0
64	207.64	241.343.0	241.343.0
65	207.65	241.343.0	241.343.0
66	207.66	241.343.0	241.343.0
67	207.67	241.343.0	241.343.0
68	207.68	241.343.0	241.343.0
69	207.69	241.343.0	241.343.0
70	207.70	241.343.0	241.343.0
71	207.71	241.343.0	241.343.0

Approved For Reporting

CERTIFICATION OF THE COMPLETED IMPROVEMENTS

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN THE ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATION ESTABLISHED IN THE MORRIS COUNTY LAND DEVELOPMENT REGULATIONS.

DATE _____
BY _____
REGISTRATION NO. _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I (WE/WE ARE)
THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON
AND THAT I(WE) HEREBY ADOPT THIS (PLAN OF DEVELOPMENT/PLAN)
WITH MY (OUR) FREE CONSENT AND THAT I(WE) HEREBY DEDICATE
ALL (EASES) AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAN

NAME	SIGNATURE	DATE
NAME	SIGNATURE	DATE
NAME	SIGNATURE	DATE
NAME	SIGNATURE	DATE

CHANGE OF THE ADDRESS OF YOUR AND YOUR SISTER

The Grand Juried Matter & Source Authority hereby certify that parties never supply EPA/ or other Federal system(s) are available to the referenced period. Both parties may be extended to the point of the owner's / developer's expense and in accordance with applicable Grand Juried Matter & Source Authority developer regulations.

February 9, 2023 260
DWM
Matthew Miner
Harry
Matthew Miner
Residence

NETLAS DELIVERED BY
VENTU FRODOLEYS
CONW/ S.C.

SOCASSEE TOWNSHIP Horry COUNTY, SOUTH CAROLINA RECORDED IN THE
OFFICE OF THE CLERK OF COURT FOR Horry COUNTY IN PLAT BOOK PAGE
DEED BOOK PAGE TITLE SEARCH NOT FURNISHED
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. TAX MAP: 180-21-22-130
FLOOD HAZARD ZONE "X" BASE FLOOD ELEVATION/HACHWAGHT 450404 PANEL 450510092 H DATE 6-23-1999

CERTIFICATE OF ACCURACY
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HERE ON
WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNIFORM STANDARDS MANUAL FOR THE PRACTICE
OF LAND SURVEYING IN SOUTH CAROLINA, AND DOES NOT EXCEED THE REQUIREMENTS FOR A CLASS B
SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO IMPROVEMENTS
OR PROJECTIONS OTHER THAN SHOWN. AREA BY OLD METHOD.

GRAPHIC SCALE

0 10 20 30 40 50 60 70 80 90 100

1" = 100' (1:1250)

BEARLEY LAND
6534 FRANK
R.D. BOX

(IN FEET)
 1 inch = 60 ft.
 REVISION: DEC. 17, 2009. FINAL SURVEY AND PLAT.
 LARRY T. BEASLEY

REVERSED: 11/22/08 ALONG REAR OF LOTS 50-83
 REVERSED: NOV. 8, 2008, HENRY COUNTY COMMENTS

DATE: AUGUST 29, 2008
 © 2008 ALL RIGHTS RESERVED

1000

Instrument#: 2009000032775, DEED BK: 3393 PG: 1280 DOCTYPE: 001 03/27/2009 at
02:47:20 PM, 1 OF 5, EXE, BALLERY V. SKIPPER, HORRY C, NTY, SC REGISTRAR OF
DEEDS TMS Number correct 1502102130

Ex 1

(Leave space above blank for recording data)

STATE OF SOUTH CAROLINA)

Quit-Claim Deed

COUNTY OF HORRY)

TO ALL WHOM THESE PRESENTS MAY COME:

Whereas: L.W. Paul Construction Co., Inc., had previously conveyed property to Oak Forest Homeowners Association, Inc., in a deed recorded July 22, 1998 in Deed Book 2057 at Page 340 in the office of the Register of Deeds for Horry County, South Carolina; and

Whereas: It was the intention of L.W. Paul Construction Co., Inc., to convey only those certain streets, drainage easements and detention ponds which were shown on the plat recorded in Plat Book 153 at Page 44, in the office of the Register of Deeds for Horry County, South Carolina; and

Whereas: There was some additional language contained in the legal description which might be misinterpreted, to suggest that L.W. Paul Construction Co., Inc., intended to convey more of its interest in Phase III than the certain streets, drainage easements and detention ponds shown on the above referenced plat; and

Whereas: OAK FOREST HOMEOWNERS ASSOCIATION, INC., SEND GREETING:

NOW, KNOW ALL MEN BY THESE PRESENTS, that OAK FOREST HOMEOWNERS ASSOCIATION, INC., the said Grantor, in consideration of the premises and also in consideration of the sum of Five Dollars (\$5.00), in hand paid at and before the sealing and delivery of these presents by L.W. PAUL CONSTRUCTION CO., INC., (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise release and forever quit-claim unto the said L.W. PAUL CONSTRUCTION CO., INC., its successors and assigns forever, all its interest in the following described property to wit:

ALL AND SINGULAR, that certain piece, parcel or tract of land

Document#: 2009000032775, DEED BK: 3393 PG: 1281 DOCTYPE: 001 03/27/2009 at
 4:47:20 PM, 2 OF 5, EXE 1, BALLERY V. SKIPPER, HORRY C NTY, SC REGISTRAR OF
 DEEDS

situate, lying and being located in Socastee Township, Horry County, South Carolina, being shown and designated as 5.48 acres, on a survey entitled "Boundary & Wetlands Survey for Steel Town Development, LLC a 5.48 acre tract of land in Socastee Township, Horry County, South Carolina", prepared by Beasley Land Surveying, Inc., dated August 29, 2008, and recorded December 8, 2008 in Plat Book 241 at Page 158, in the office of the Register of Deeds for Horry County, South Carolina.

THIS BEING a portion of the property conveyed unto Grantor(s) herein by Deed from L.W. PAUL CONSTRUCTION, CO., INC., dated July 14, 1998, and recorded July 22, 1998, in Deed Book 2057 at Page 340, in the office of the Register of Deeds for Horry County, South Carolina.

Grantee's Address: P.O. Box 1037 Conway, SC 29528

TMS: # 180-21-02-130

TOGETHER with all and singular the right, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said L.W. Paul Construction, Co., Inc., its successors and assigns forever, so that neither Oak Forest Homeowners Association, Inc., the Grantor, nor its successors and assigns, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

Witness our hand and seal the 13th day of March in the year of our Lord two thousand nine.

Document#: 200900003277 DEED BK: 3393 PG: 1282 DOCTYP: 001 03/27/2009 at
 4:47:20 PM, 3 OF 5, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF
 DEEDS

IN THE PRESENCE OF:

Daniel Watson
 Witness 1 (non-notary)

[Signature]
 Witness 2 (notary)

OAK FOREST HOMEOWNERS
 ASSOCIATION, INC.

By: Daniel Watson
 Daniel Watson- President

By: Louis D'Emilio
~~Louis DeEmilio~~ Vice President

By: Colleen Norris
 Colleen Norris- Treasurer

By: Beverly Baker
 Beverly Baker- 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 officers of Oak Forest Homeowners Association, Inc., sign, seal and as their Act and Deed, Deliver the within DEED and that deponent, with the other witness whose name is subscribed above, witnessed the execution thereof.

[Signature]
 (Witness #1)

SWORN to before me this

13th day of March, 2009.

[Signature]
 Notary Public For South Carolina

My Commission Expires: 10/4/15

STATE OF SOUTH CAROLINA

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

Document#: 200900003277 DEED BK: 3393 PG: 1283 DOCTY: 001 03/27/2009 at
 4:47:20 PM, 4 OF 5, EXEM, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF
 DEEDS

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred and designated as 5.48 acres bearing HORRY County Tax Map Number 180-21-02-130, was quitclaimed by OAK FOREST HOMEOWNERS ASSOCIATION, INC., to L.W. PAUL CONSTRUCTION CO., INC., on March ____, 2009.
3. Check one of the following: The deed is:

- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) ☒ exempt from the deed recording fee because (See Information section of affidavit): *quit-claim deed where no consideration is paid*

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check: Yes ☐ or, No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.
 - (b) ☐ The fee is computed on the fair market value of the realty which is: \$.
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is: \$.
5. Check Yes ☐ or, No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$.
6. The deed recording fee is computed as follows:
 - (a) ☐ Place the amount listed in item 4 above here: \$.
 - (b) ☐ Place the amount listed in item 5 above here: \$ (If no amount is listed, place zero here.)
 - (c) ☐ Subtract Line 6(b) from Line 6(a) and place result here: \$.

Document#: 200900003277 DEED BK: 3393 PG: 1284 DOCTY: 001 03/27/2009 at
 2:47:20 PM, 5 OF 5, EXEM., BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF
 DEEDS

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[remainder of page intentionally left blank --
 Signature page to follow]

OAK FOREST HOMEOWNERS ASSOCIATION, INC.

By: Daniel Watson
 Daniel Watson - President

SWORN to before me this 13th
 day of March, 2009.

J. Anna P. [Signature]
 Notary Public for South Carolina

My Commission Expires: 10/4/15

Instrument#: 2016000095, LIEN BK: 244 PG: 2906 DOCT: 1: 064 08/16/2016 at
10:24:47 AM, 1 OF 4 MARION D. FOXWORTH III, Horry County, SC REGISTRAR OF
DEEDS

Ekh U

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

****Retain the transmittal sheet as it is the first page of your filed instrument. The book/page number will be required for future related filings of satisfactions, partial releases, amendments, and other instruments related to this filing.****

**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: Condo Lien

DATE OF INSTRUMENT: 08/16/2016

DOCUMENT SHALL BE RETURNED TO:

NAME: Moore, Johnson & Saraniti Law Firm, P.A.

ADDRESS:

PO Box 14737

Surfside Beach, SC 29587

TELEPHONE: (843) 650-9757

FAX: (843) 650-9757

E-MAIL ADDRESS: saraniti@grandstrandlawyers.com

Related Document(s): book 241, page 2848

PURCHASE PRICE / MORTGAGE AMOUNT: \$

BRIEF PROPERTY DESCRIPTION: OAK FOREST PHASE III LOT 26

TAX MAP NUMBER (TMS #) 180-21-02-184 / PIN NUMBER:

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

FULL BUSINESS NAME

1. OAK FOREST HOMEOWNERS ASSOCIATION INC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

LAST NAME

FIRST NAME

MIDDLE NAME

1. DENNISON

PAUL

Instrument#: 2016000095805, LIEN BK: 244 PG: 2907 DOCTYPE: 064 08/16/2016 at
10:24:47 AM, 2 OF 4 MARION D. FOXWORTH III, Horry County, SC REGISTRAR OF
DEEDS

Please return to:
Moore, Johnson & Saraniti Law Firm, P.A.
P.O. Box 14737
Surfside Beach, SC 29587-4737

State of South Carolina)
County of Horry)
CORRECTIVE NOTICE OF LIEN FOR
DELINQUENT ASSESSMENTS BY OAK FOREST
HOMEOWNERS ASSOCIATION, INC.

TO ALL WHOM IT MAY CONCERN:

WHEREAS, on April 20, 2016, a lien was filed against Paul Dennison for property located at Lot #184, Oak Forest, Phase #3, 2447 Morlynn Dr., Myrtle Beach, SC 29577 as shown by that Notice of Lien for Delinquent Assessments by Oak Forest Homeowners Association, Inc., recorded in Lien Book 241 at Page 2848, records of Horry County; and,

WHEREAS, the lien incorrectly named the address of the property of Paul Dennison as 2447 Morlynn Drive, but should have named 2436 Morlynn Drive in Oak Forest Homeowners Association, Inc.; and,

WHEREAS, this Corrective Notice of Lien for Delinquent Assessments by Oak Forest Homeowners Association, Inc. is made to lien 2436 Morlynn Drive in Oak Forest Homeowners Association, Inc. and to update the amount due to reflect the current amount,

NOW THEREFORE, PLEASE TAKE NOTICE that pursuant to the terms of the governing documents and all applicable amendments thereto and the *Code of Laws of South Carolina, 1976* as amended, the above named party does hereby claim and assert an assessment lien as follows:

OWNER(s): Paul Dennison
2436 Morlynn Dr.
Myrtle Beach, SC 29577

AMOUNT:	Delinquent Assessments and related charges -----	\$	2,169.42
	Attorney's Fees to date -----	\$	550.00
	Filing Fees and Costs -----	\$	24.50
	Total Due -----	\$	2,743.92

IN ADDITION all assessments and related fees, interest, late charges, attorney's fees and costs accruing from the date of this lien until payment is made in full.

The property encumbered by this lien is more particularly described as follows:
SEE ATTACHED EXHIBIT "A"

MOORE, JOHNSON & SARANITI LAW FIRM, P.A.

Instrument #: 2016000095853, LIEN BK: 244 PG: 2908 DOCT: 064 08/16/2016 at
10:24:47 AM, 3 OF 4 MARION D. FOXWORTH III, HORRY COUNTY, SC REGISTRAR OF
DEEDS

By:

Elizabeth J. Saraniti (SC Bar #: 16150)
Post Office Box 14737
Surfside Beach, SC 29587-4737
(843) 650-9757

Barbara A. Vane
Witness

Audrea L. Taylor
Witness

August 16, 2016
C6559ES

State of South Carolina)

County of Horry)

ACKNOWLEDGEMENT

PERSONALLY appeared before me, Barbara A. Vane, the undersigned witness and made oath that (s)he was present and saw Elizabeth J. Saraniti, the within Grantor(s) sign, seal and as his/her/their act and deed, deliver the within foregoing instrument; that deponent with the other witness whose name is subscribed above, witnesses the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

Barbara A. Vane

Sworn to before me this
16th day of August, 2016.

Audrea L. Taylor
Notary Public for South Carolina

My commission expires: 9-29-26

Audrea L. Taylor
Audrea L. Taylor

DISCLOSURE: 2016000095000, LIEN BK: 244 PG: 2909 DOCTYPE: 064 08/16/2016 at
10:24:47 AM, 4 OF 4 MARION D. FOXWORTH III, Horry County, SC REGISTRAR OF
DEEDS

EXHIBIT A

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot Twenty-Six (26) on that map entitled "Final Plat for Steel Town Development, LLC of Oak Forest Phase III" prepared by Beasley Land Surveying, Inc., dated August 29, 2008, last revised December 17, 2009, and recorded March 26, 2010 in Plat Book 248 at Page 160, office of the Register of Deeds for Horry County, reference to which is craved as forming a part of this description.

THIS CONVEYANCE is made subject to easements and restrictions of record.

This being the identical property conveyed unto Paul M. Dennison from Steeltown Development, LLC by deed dated September 9, 2013 and recorded September 13, 2013 in Deed Book 3684 at Page 351 and rerecorded on September 18, 2013 in Deed Book 3685 at Page 119, records for Horry County, South Carolina.

TMS #: 180-21-02-184

PIN#: 44114020114

PROPERTY ADDRESS: 2436 Morlynn Drive, Myrtle Beach, SC 29577

Exh V

Instrument#: 2009000046385, DEED BK: 3398 PG: 3099 DOCTYPE: 001 05/01/2009 at
 11:00:16 AM, 1 OF 1 COUNTY STAMPS: \$110.00 STATE STAMPS: \$60.00 BALLERY V.
 SKIPPER, HORRY CO, SC REGISTRAR OF DEEDS

TLS Number covered 1502102107136

Return to:
 Evans & Evans Law Firm, LLC
 Attn.: Gregg S. Evans
 204 Elm Street, Suite 100
 Conway, South Carolina 29526-5164

 STATE OF SOUTH CAROLINA)
 COUNTY OF HORRY) GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that L. W. Paul Construction Co. Inc., a South Carolina corporation (the "Grantor"), in the State aforesaid, for and in consideration of the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS to be paid by Steeltown Development, LLC., a South Carolina limited liability company (the "Grantee") in the State aforesaid receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant bargain, sell and release unto the said Steeltown Development, LLC., its successors and assigns all that certain real estate situate in Horry County, South Carolina, the following described property, to wit:

See Exhibit "A" attached hereto for legal description and derivation.

GRANTEE'S ADDRESS: 414 St. Julian Lane, Myrtle Beach, SC 29579

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Steeltown Development, LLC., and to its successors and assigns.

AND the Grantor herein hereby binds itself and its Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Steeltown Development, LLC., its Successors and Assigns, against itself and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

Instrument#: 2009000046385, DEED BK: 3398 PG: 3100 DOCTYPE: 001 05/01/2009 at
11:00:16 AM, 2 OF COUNTY STAMPS: \$110.00 STATE STAMPS: \$0.00 BATTERY V.
SKIPPER, HARRY COL., SC REGISTRAR OF DEEDS

WITNESS the execution hereof by Grantor this 28 day of April, in the year of our Lord
Two Thousand Nine and in the two hundred and thirty-third year of the Sovereignty and
Independence of the United States of America.

Signed, sealed and delivered
in the presence of:

L. W. Paul Construction Co., Inc.
a South Carolina corporation

Reed Thomas

Witness No. 1

Charlotte H. Sander

Witness No. 2

By: L. W. Paul
Its: President

Instrument#: 2009000046385, DEED BK: 3398 PG: 3101 DOCTYPE: 001 05/01/2009 at
 11:00:16 AM, 3 OF 4 COUNTY STAMPS: \$110.00 STATE STAMPS: \$260.00 BALLERY V.
 SKIPPER, HARRY CO Y, SC REGISTRAR OF DEEDS

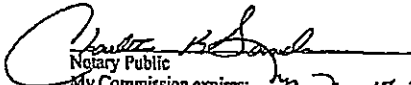
STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that L. W. Paul Construction Co., Inc., by Larry W. Paul, its President, did sign the foregoing instrument on behalf of said company this 28 day of April, 2009.

Witness my hand this 28 day of April, 2009.


 Notary Public

My Commission expires: May 17, 2012

(SEAL)

Instrument#: 2009000046385, DEED BK: 3398 PG: 3102 DOCTYPE: 001 05/01/2009 at
 11:00:16 AM, 4 OF 4 COUNTY STAMPS: \$110.00 STATE STAMPS: (3.00 BALLERY V.
 SKIPPER, Horry Coun., SC REGISTRAR OF DEEDS

Apr 30 '09 02:26p

Tiffany McDowell

843-858-1810

P.1

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT FOR TAXABLE
 OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at/known as: Property located in Horry County, South Carolina, described as Phase III containing approximately 5.48 acres ± in Oak Forest, bearing Horry County Tax Map Number: 180-21-02-130 and Lot 107, Phase II TMS number 180-02-021-107, was transferred from L. W. Paul Construction Co., Inc. to Steeltown Development, LLC on April 28, 2009.
3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit): transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars.

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$100,000.00.
- (b) The fee is computed on the fair market value of the realty which is .
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is .

5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$100,000.00.
- (b) Place the amount listed in item 5 above here: \$0
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$100,000.00.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$370.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was the Legal Representative for the Grantor.

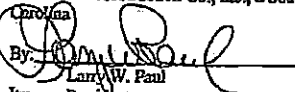
CHARLESTON/SC/11

Instrument#: 2009000046385, DEED BK: 3398 PG: 3103 DOCTYPE: 001 05/01/2009 at
 11:00:16 AM, 5 OF 4 COUNTY STAMPS: \$110.00 STATE STAMPS: \$260.00 BALLERY V.
 SKIPPER, HERRY C IV, SC REGISTRAR OF DEEDS

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

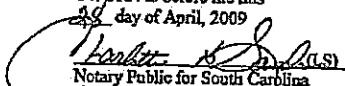
L. W. Paul Construction Co., Inc., a South

Carolina

By: 

Its: Larry W. Paul
President

SWORN to before me this
 28 day of April, 2009


 Notary Public for South Carolina

My commission expires: 5-17-2016

Instrument#: 200900046395, DEED BK: 3398 PG: 3104 DOCTYPE: 01 05/01/2009 at
 11:00:16 AM, 6 OF COUNTY STAMPS: \$110.00 STATE STAMPS: \$60.00 BALLERY V.
 SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

Exhibit "A"

L. W. Paul Construction Co., Inc. property

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being located in Socastee Township, Horry County, South Carolina, being shown and designated as 5.48 acres, on a survey entitled "Boundary & Wetlands Survey for Steel Town Development, LLC a 5.48 acre tract of land in Socastee Township, Horry County, South Carolina", prepared by Beasley Land Surveying, Inc., dated August 29, 2008, and recorded December 8, 2008 in Plat Book 241 at Page 158, in the office of the Register of Deeds for Horry County, South Carolina.

THIS BEING a portion of the property conveyed unto Grantor(s) herein by Deed recorded in Deed Book 2057 at Page 336, in the office of the Register of Deeds for Horry County, South Carolina.

This parcel is subject to all matters of record.

TMS: #180-21-02-130

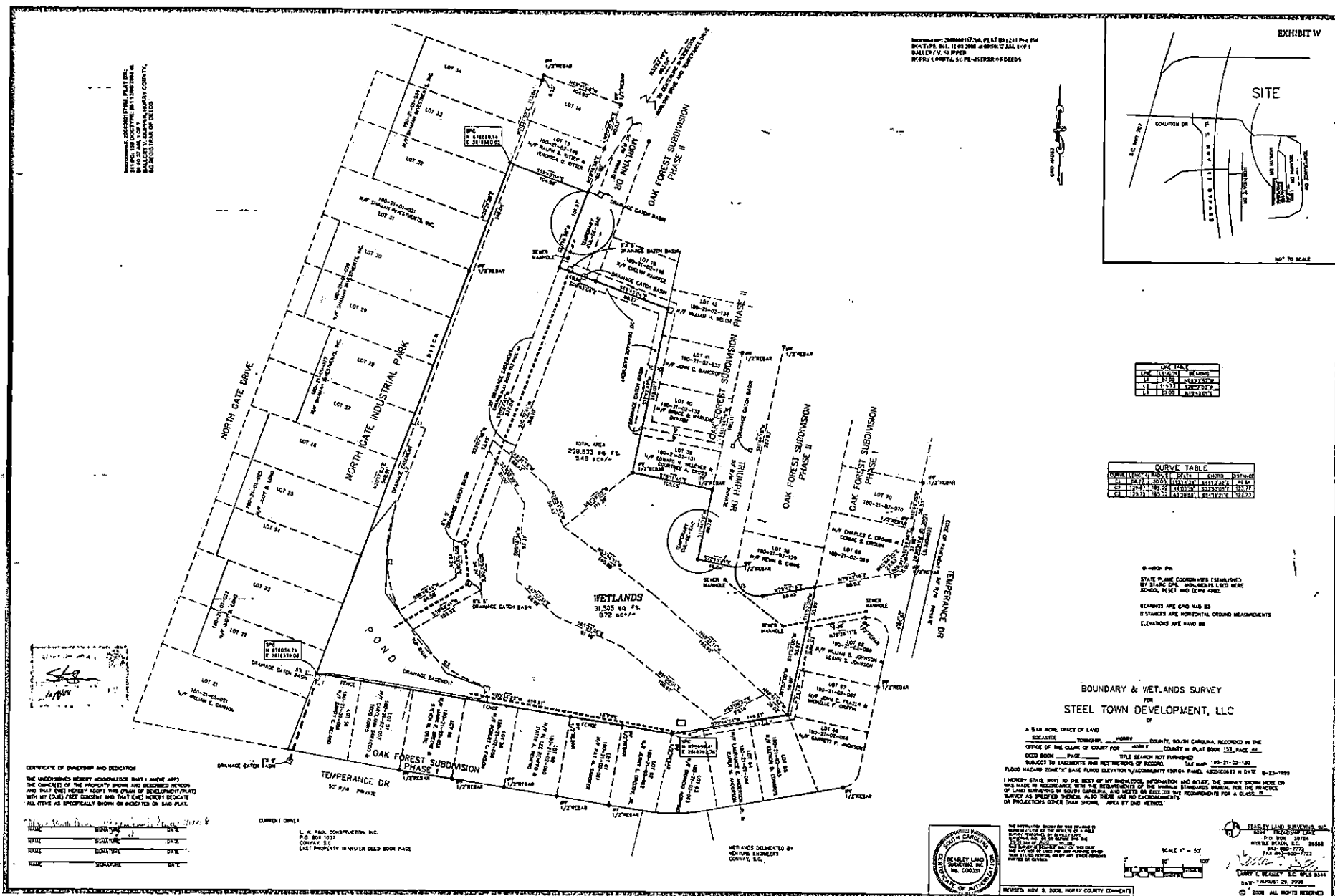
ALSO that certain lot of land with all improvements situated thereon, situate, lying and being in the State of South Carolina County of Horry and being shown and designated as Lot 107 on a map of four lots in Oak Forest subdivision by Larry T. Beasley, RLS recorded in the Office of the R. O. D. for Horry County, South Carolina in Plat Book 148 at page 99.

This parcel is subject to all matters of record.

TMS: # 180-21-02-107

THIS BEING a portion of the property conveyed unto Grantor(s) herein by Deed recorded in Deed Book 2057 at page 330 in the office of the Register of Deeds for Horry County, South Carolina.

Grantee's Address: 414 St. Julian Lane
 Myrtle Beach, SC 29579



Exh X

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTEENTH JUDICIAL CIRCUIT
 COUNTY OF HORRY) Civil Action Numbers: 2016-CP-26-

2016-LP-26-01475

Oak Forest Homeowners Association, Inc.,)

Plaintiff,)

vs.)

Paul M. Dennison; Mortgage Electronic
 Registration Systems, Inc., solely as nominee for
 Branch Banking and Trust Company, LLC and
 South Carolina State Housing Finance and
 Development Authority;

Defendants.)

LIS PENDENS
 (Foreclosure)
 (Non-Jury)

2016 AUG 16 PM 1:23
 Horry County
 Clerk of Court

C6559ES

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendants for Foreclosure of an Assessment Lien recorded in Lien Book 241 at Page 2848 and corrective lien recorded in Lien Book 244 at Page 2848 in the Office of the Clerk of Court for Horry County.

The premises covered and affected by the Assessment Lien were at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot Twenty-Six (26) on that map entitled "Final Plat for Steel Town Development, LLC of Oak Forest Phase III" prepared by Beasley Land Surveying, Inc., dated August 29, 2008, last revised December 17, 2009, and recorded March 26, 2010 in Plat Book 248 at Page 160, office of the Register of Deeds for Horry County, reference to which is craved as forming a part of this description.

THIS CONVEYANCE is made subject to easements and restrictions of record.

This being the identical property conveyed unto Paul M. Dennison from Steeltown Development, LLC by deed dated September 9, 2013 and recorded September 13, 2013 in Deed Book 3684 at Page 351 and rerecorded on September 18, 2013 in Deed Book 3685 at Page 119, records for Horry County, South Carolina.

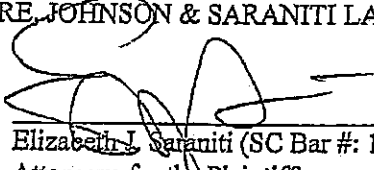
TMS #: 180-21-02-184

PIN#: 44114020114

PROPERTY ADDRESS: 2436 Morlynn Drive, Myrtle Beach, SC 29577



MOORE, JOHNSON & SARANITI LAW FIRM, P.A.

By: 

Elizabeth J. Saraniti (SC Bar #: 16150)

Attorneys for the Plaintiff

P.O. Box 14737

Surfside Beach, SC 29587

(843) 650-9757 (843) 650-9747 fax

August 9, 2016
Surfside Beach, South Carolina

Instrument#: 2012000116110, DEED BK: 3612 PG: 1349 DOCTYPE: 001 10/08/2012 at
 02:57:13 PM, 1 OF 4 COUNTY STAMPS: \$151.80 STATE STAMPS: \$358.80 BALLERY V.
 SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number: 1802102186

Prepared By and Return to:
 Murray Law Offices, P. A.
 4214 Mayfair Street, Ste. A
 Myrtle Beach, SC 29577
 Telephone: (843)286-2000 Fax: (843)286-2100
 File No.: 12-0575DSH

****NO TITLE EXAMINATION PERFORMED BY
 PREPARING ATTORNEY****

(Please do not write above this line -- Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that STEELTOWN DEVELOPMENT LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, subject to the Exceptions contained herein below, in the State aforesaid, for and in consideration of the sum of ONE HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS 00/100 (\$137,975.00), unto it paid by ROSSIE J. BELL AND MELISSA T. BELL, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said Rossie J. Bell and Melissa T. Bell, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or lot of land situate, lying and being in the County of Horry, State of South Carolina, designated as Lot 24 of Oak Forest, Phase III, as is more particularly shown and delineated on a plat entitled "Final Plat for Steeltown Development, LLC of Oak Forest Phase III", prepared by Beasley Land Surveying, Inc., dated August 29, 2008 and recorded March 26, 2010 in Plat Book 248 at Page 160, in the office of the Register of Deeds for Horry County, South Carolina.

THIS BEING a portion of the identical property conveyed to Steeltown Development, LLC from L.W. Paul Construction Co., Inc., by General Warranty Deed dated April 28, 2009, and recorded on May 1, 2009, in Book 3398, Page 3099, Office of the Register of Deeds of Horry County, South Carolina.

Tax Map #: 180-21-02-186

Property Address: 2428 Morlynn Drive, Myrtle Beach, SC 29577

Grantee(s) Address: 205 Glenbrooke Circle, Columbia, SC 29204

Instrument#: 2012000116110, DEED BK: 3612 PG: 1350 DOCTYPE: 001 10/08/2012 at 02:57:13 PM, 2 OF 4 COPIES STAMPS: \$151.80 STATE STAMP \$358.80 BATTERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, easements, rights-of-ways and all governmental statutes, ordinances, rules and regulations, of record and otherwise affecting the property, herein referred to as "Exceptions".

TOGETHER with, subject to the above Exceptions, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular the premises before mentioned unto the said Rossie J. Bell and Melissa T. Bell, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the said Rossie J. Bell and Melissa T. Bell, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF the undersigned Hand and Seal this 5th day of October, 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


1st Witness


2nd Witness

STEELTOWN DEVELOPMENT LLC, A
SOUTH CAROLINA LIMITED LIABILITY
COMPANY

By:  (L.S.)
Dale R. Dobis, Jr.

Instrument#: 2012000116110, DEED BK: 3612 PG: 1351 DOCTYPE: 001 10/08/2012 at
 02:57:13 PM, 3 OF 4 COUN STAMPS: \$151.80 STATE STAMPS \$358.80 BALLERY V.
 : SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

CORPORATE PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Dale R. Dobis, Jr., the authorized representative of Steeltown Development LLC, a South Carolina Limited Liability Company, sign, seal, and as act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

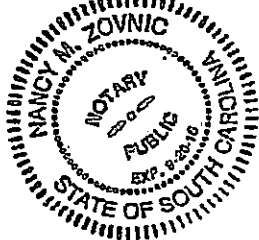
SWORN to before me this
 5th day of October, 2012.

Notary Public for South Carolina
 My Commission Expires: 5/31/16

Witness

(SEAL)

File # 12-0575DSH



Instrument#: 2012000116170, DEED BK: 3612 PG: 1352 DOCTYPE: 001 10/08/2012 at
 02:57:13 PM, 4 OF 4 COPIES STAMPS: \$151.80 STATE STAMP \$358.80 BATTERY V.
 SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and states:

1. The Corporation have read the information on the back of this affidavit and the corporation understand such information.
2. The property being transferred is located at 2628 Marilyn Drive, Myrtle Beach, SC 29577, bearing Horry County Tax Map Number 180-21-02-186, and was transferred by Steeltown Development LLC, a South Carolina Limited Liability Company to Rousie J. Bell and Melian T. Bell on October 5, 2012.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$137,975.00
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check Yes _____ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____
6. The deed recording fee is computed as follows:
 - (a) ☒ Place the amount listed in item 4 above here: \$137,975.00
 - (b) _____ Place the amount listed in item 5 above here: _____
 - (If no amount is listed, place zero here.) _____
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place result here: \$137,975.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$510.00
8. As required by Code Section 12-24-70, the corporation state that the corporation am a responsible person who was connected with the transaction as: Seller.
9. The Corporation understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than one year, or both.

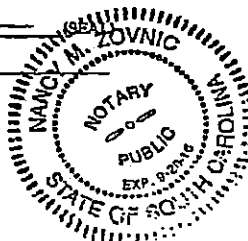
STEELTOWN DEVELOPMENT LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY

By: _____

Dale R. Nobbs, Jr.

SUBSCRIBED and sworn to before me this 5th day of October, 2012.

Notary Public for South Carolina
 My Commission Expires: _____



Prepared By and Return to:
Murray Law Offices, P. A.
4214 Mayfair Street, Ste. A
Myrtle Beach, SC 29577
Telephone: (843)286-2000 Fax: (843)286-2100
File No.: 13-0640SAB

**** NO TITLE EXAMINATION PERFORMED BY
PREPARING ATTORNEY ****

Instrument#: 2013000129960, DEED BK:
3691 PG: 2643 DOCTYPE: 001 10/16/2013
at 02:19:54 PM, 1 OF 4 COUNTY STAMPS:
\$132.00 STATE STAMPS: \$312.00
BALLERY V. SKIPPER, HORRY COUNTY,
SC REGISTRAR OF DEEDS

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that STEELTOWN DEVELOPMENT, LLC, Grantor(s), subject to the Exceptions contained herein below, in the State aforesaid, for and in consideration of the sum of One Hundred Nineteen Thousand Nine Hundred and 00/100 Dollars (\$119,900.00), unto it paid by JIFANG SUN, Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said Jifang Sun, her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot Four (4) on that map entitled "Final Plat for SteelTown Development, LLC of Oak Forest Phase III" prepared by Beasley Land Surveying, Inc., dated August 29, 2008, last revised December 17, 2009, and recorded March 26, 2010 in Plat Book 248 at Page 160, office of the Register of Deeds for Horry County, reference to which is craved as forming a part of this description.

THIS CONVEYANCE is made subject to easements and restrictions of record.

TMS# 180-21-02-180

THIS BEING a portion of the identical property conveyed to Steeltown Development, LLC from L.W. Paul Construction Co., Inc., by General Warranty Deed dated April 28, 2009, and recorded on May 1, 2009, in Book 3398, Page 3099, Office of the Register of Deeds of Horry County, South Carolina.

Property Address: 2431 Morlynn Drive, Myrtle Beach, SC 29577

Grantee(s) Address: 113 Wyandot Ct., Myrtle Beach, SC 29579

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, easements, rights-of-ways and all governmental statutes, ordinances, rules and regulations, of record and otherwise affecting the property, herein referred to as "Exceptions".

TOGETHER with, subject to the above Exceptions, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular the premises before mentioned unto the said Jifang Sun, her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the said Jifang Sun, her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

The remainder of this page left blank intentionally.

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and states:

1. The Corporation have read the information on the back of this affidavit and the corporation understand such information.
2. The property being transferred is located at 2431 Moriyun Drive, Myrtle Beach, SC 29577, bearing Myrtle Beach, Horry County Tax Map Number 180-21-02-180, and was transferred by Steeltown Development, LLC to Jifang Sun on October 15, 2013.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

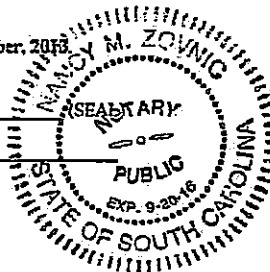
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 119,900.00
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$
6. The deed recording fee is computed as follows:
 - (a) ☒ Place the amount listed in item 4 above here: \$119,900.00
 - (b) ☐ Place the amount listed in item 5 above here: _____
 - (If no amount is listed, place zero here.)
 - (c) ☐ Subtract Line 6(b) from Line 6(a) and place result here: \$119,900.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 444.00
8. As required by Code Section 12-24-70, the corporation state that the corporation am a responsible person who was connected with the transaction as: Seller.
9. The Corporation understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than on year, or both.

STEELTOWN DEVELOPMENT, LLC

By: Kevin S. Dobis

Kevin Dobis

SUBSCRIBED and sworn to before me this 15th day of October, 2013

Notary Public for South Carolina
My Commission Expires: 9-20-16

IN WITNESS WHEREOF the undersigned Hand and Seal this 15th day of October, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Shirley Thomas
1st Witness

STEELTOWN DEVELOPMENT, LLC

By: *Kevin S. Dobis* (L.S.)
Kevin Dobis

[Signature]
2nd Witness

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

CORPORATE PROBATE

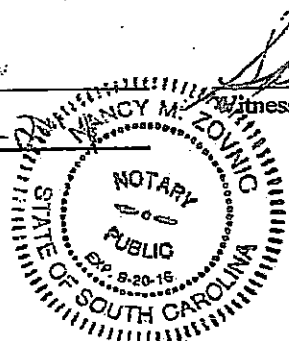
PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Kevin Dobis, the authorized representative of Steeltown Development, LLC, sign, seal, and as act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this
15th day of October, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 9-20-16

(SEAL)

File # 13-0640SAB



Prepared By and Return to:
 MURRAY LAW OFFICES, P.A.
 4214 Mayfair Street, Suite A
 Myrtle Beach, SC 29577
 Telephone: 843-286-2000 Fax: 843-286-2100
 File No.: 12-0865DSH

== NO TITLE EXAMINATION PERFORMED BY
 PREPARING ATTORNEY ==

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)

WARRANTY DEED

WHEREAS, the below described property was conveyed to the grantor by deed of L. W. Paul Construction Co., by deed dated April 28, 2009 and recorded on May 1, 2009 in Deed Book 3398 at Page 3099 and said deed contained a scrivener's error in the Plat Page of the property description that stated Page 99 and it should have been 199; and,

WHEREAS, it is the desire of the grantor to correct said scrivener's error in this conveyance.

KNOW ALL MEN BY THESE PRESENTS, that STEELTOWN DEVELOPMENT LLC, subject to the Exceptions contained herein below, in the State aforesaid, for and in consideration of the sum of ONE HUNDRED THREE THOUSAND DOLLARS 00/100 (\$103,000.00), unto me paid by JEFFREY THOMAS AND LORINDA THOMAS, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said Jeffrey Thomas and Lorinda Thomas, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

That certain lot of land with all improvements situated thereon, situate, lying and being in the state of South Carolina, County of Horry and being shown and designated as Lot 107 on a map of four lots in Oak Forest subdivision by Larry T. Beasley, RLS recorded in the Office of the R.O.D. for Horry County, South Carolina in Plat Book 148 at page 199.

This parcel is subject to all matters of record.

TMS: #180-21-02-107

THIS BEING the identical property conveyed to Steeltown Development, LLC from L.W. Paul Construction Co., Inc., by Deed dated April 28, 2009, and recorded on May 1, 2009, in Book 3398, Page 3099, Office of the Register of Deeds of Horry County, South Carolina.

Property Address: 2951 Temperance Drive, Myrtle Beach, SC 29588

Grantee(s) Address: 2951 Temperance Drive, Myrtle Beach, SC 29588

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, easements, rights-of-ways and all governmental statutes, ordinances, rules and regulations, of record and otherwise affecting the property, herein referred to as "Exceptions".

TOGETHER with, subject to the above Exceptions, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular the premises before mentioned unto the said Jeffrey Thomas and Lorinda Thomas, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind herself and her heirs and assigns, to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the said Jeffrey Thomas and Lorinda Thomas, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF my Hand and Seal this 24th day of August, 2012.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Steeltown Development LLC

1st Witness _____

BY: _____ {L.S.}
Dale Dobis, Member

2nd Witness _____

Instrument#: 2013000148043, DEED BK: 3700 PG: 2772 DOCTYPE: 001 11/26/2013 at
 01:24:38 PM, 1 OF 4 COUP STAMPS: \$143.00 STATE STAMP: \$338.00 BALLERY V.
 SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number correct 152102153

Steel town

Prepared By and Return to:
 Munay Law Offices, P. A.
 4214 Mayfair Street, Ste. A
 Myrtle Beach, SC 29577
 Telephone: (843)286-2000 Fax: (843)286-2100
 File No.: 13-0908SAB

** NO TITLE EXAMINATION PERFORMED BY
 PREPARING ATTORNEY **

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that STEELTOWN DEVELOPMENT, LLC, Grantor(s), subject to the Exceptions contained herein below, in the State aforesaid, for and in consideration of the sum of One Hundred Twenty-Nine Thousand Nine Hundred and 00/100 Dollars (\$129,900.00), unto me paid by Ryan M. Lundgren, a single man and Kevin T. Lundgren and Sherry M. Lundgren, husband and wife, Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said Ryan M. Lundgren, a single man and Kevin T. Lundgren and Sherry M. Lundgren, husband and wife, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot One (1) on that map entitled "Final Plat for Steel Town Development, LLC of Oak Forest Phase III" prepared by Beasley Land Surveying, Inc. dated August 29, 2008, last revised December 17, 2009, and recorded March 26, 2010 in Plat Book 248 at Page 160, office of the Register of Deeds for Horry County, reference to which is craved as forming a part of this description.

THIS CONVEYANCE is made subject to easements and restrictions of record.

THIS BEING a portion of the identical property conveyed to Steeltown Development, LLC from L. W. Paul Construction Co., Inc., by Deed dated April 28, 2009, and recorded on May 1, 2009, in Book 3398, Page 3099, Office of the Register of Deeds of Horry County, South Carolina.

Instrument#: 2013000148043, DEED BK: 3700 PG: 2773 DOCTYPE: 001 11/26/2013 at
01:24:38 PM, 2 OF 4 COU STAMPS: \$143.00 STATE STAMP \$338.00 BALLERY V.
SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

Tax Map #: 180-21-02-183

Property Address: 2443 Morlynn Drive, Myrtle Beach, SC 29577

Grantee(s) Address: 6 Barley Hill Road, Montgomery, NY 02459

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, easements, rights-of-ways and all governmental statutes, ordinances, rules and regulations, of record and otherwise affecting the property, herein referred to as "Exceptions".

TOGETHER with, subject to the above Exceptions, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular the premises before mentioned unto the said Kevin T. Lundgren, Ryan M. Lundgren and Sherry M. Lundgren, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind herself and her heirs and assigns, to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the said Kevin T. Lundgren, Ryan M. Lundgren and Sherry M. Lundgren, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

The remainder of this page left blank intentionally.

Instrument#: 2013000148043, DEED BK: 3700 PG: 2774 DOCTYPE: 001 11/26/2013 at 01:24:38 PM, 3 OF 4 COUNT STAMPS: \$143.00 STATE STAMP \$338.00 GALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

IN WITNESS WHEREOF my Hand and Seal this 25th day of November, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Salvia Juana
1st Witness

Steeptown Development, LLC (L.S.)

JOYCE
2nd Witness

STATE OF SOUTH CAROLINA)

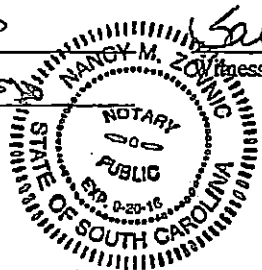
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantor sign, seal, and as act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this
25th day of November, 2013.

JOYCE
Notary Public for South Carolina
My Commission Expires: 11/26/16



Salvia Juana
Witness

(SEAL)

File # 13-0908SAB

Instrument#: 2013000148043, DEED BK: 3700 PG: 2775 DOCTYPR: 001 11/26/2013 at 01:24:38 PM, 4 OF 4 COU: STAMPS: \$143.00 STATE STAM \$338.00 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and states:

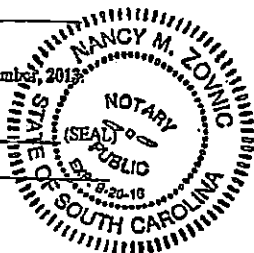
1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 2443 Moriyann Drive, Myrtle Beach, SC 29577, bearing Myrtle Beach, Horry County Tax Map Number 180-21-02-183, and was transferred by Steeltown Development, LLC to Ryan M. Lundgren, a single man and Kevin T. Lundgren and Sherry M. Lundgren, husband and wife on November 25, 2013.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 129,900.00
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____
6. The deed recording fee is computed as follows:
 - (a) ☒ Place the amount listed in item 4 above here: \$129,900.00
 - (b) ☐ Place the amount listed in item 5 above here: _____
 - (If no amount is listed, place zero here.)
 - (c) ☒ Subtract Line 6(b) from Line 6(a) and place result here: \$129,900.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 481.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than one year, or both.

Steeltown Development, LLC

SUBSCRIBED and sworn to before me this 25th day of November, 2013.

Notary Public for South Carolina
My Commission Expires: 11-21-16



DOCUMENT: 2013000110251, DEED BK: 3686 PG: 850 DOCTYPE: 001 09/24/2013 at 12:54:36 PM, 1 OF 4 COUNTY STAMPS: \$134.20 STATE STAMP: \$317.20 BALLERY V. SKIPPER, HORRY COUNTY, REGISTRAR OF DEEDS

TMS Number correct 1602102182

Steeltown

Prepared By and Return to:
Murray Law Offices, P. A.
4214 Mayfair Street, Ste. A
Myrtle Beach, SC 29577
Telephone: (843)286-2000 Fax: (843)286-2100
File No.: 13-0824SBR

** NO TITLE EXAMINATION PERFORMED BY
PREPARING ATTORNEY **

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that STEELTOWN DEVELOPMENT, LLC AND STEELTOWN DEVELOPMENT, LLC, Grantor(s), subject to the Exceptions contained herein below, in the State aforesaid, for and in consideration of the sum of One Hundred Twenty-One Thousand Nine Hundred and 00/100 Dollars (\$121,900.00), unto us paid by DAVID A. EARLEY AND ELIZABETH M. EARLEY, Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said David A. Earley and Elizabeth M. Earley, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All and Singular, that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina and being designated as Lot 2, containing 0.14 acre of land as shown on that certain plat made for Steeltown Development, LLC of Oak Forest Phase III, by Beasley Land Surveying, Inc., dated August 29, 2008 and recorded in the ROD office for Horry County in Plat Book 248 at Page 160, reference to which is carved as forming a part and parcel thereof.

THIS BEING a portion of the property conveyed to Steeltown Development, LLC from L. W. Paul Construction Co. Inc., by deed dated April 28, 2009, and recorded on May 1, 2009 in Book 3398, Page 3099, Office of the Register of Deeds of Horry County, South Carolina.

Tax Map #: 180-21-02-182

Property Address: 2439 Morlynn Drive, Myrtle Beach, SC 29577

Grantee(s) Address: 2439 Morlynn Drive, Myrtle Beach, SC 29577,

Instrument#: 2013000115237, DEED BK: 3686 PG: 851 DOCTYPE: 001 09/24/2013 at 12:54:36 PM, 2 OF 4 C/ TY STAMPS: \$134.20 STATE STA S: \$317.20 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, easements, rights-of-ways and all governmental statutes, ordinances, rules and regulations, of record and otherwise affecting the property, herein referred to as "Exceptions".

TOGETHER with, subject to the above Exceptions, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular the premises before mentioned unto the said David A. Earley and Elizabeth M. Earley, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantors do hereby bind themselves and their heirs and assigns, to warrant and forever defend all and singular the said premises, subject to the above Exceptions, unto the said David A. Earley and Elizabeth M. Earley, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantors' heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

The remainder of this page left blank intentionally.

Instrument#: 2013000115237, DEED BK: 3686 PG: 852 DOCTYPE: 001 09/24/2013 at 12:54:36 PM, 3 OF 4 COUNTY STAMPS: \$134.20 STATE STAMP: \$317.20 BALLERY V. SKIPPER, Horry County, REGISTRAR OF DEEDS

IN WITNESS WHEREOF our Hands and Seals this 20th day of September, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
1st Witness

[Signature]
2nd Witness

[Signature] (L.S.)

[Signature] (L.S.)
STEELTOWN DEVELOPMENT, LLC

By: Dale Roberts, member (L.S.)

STATE OF SOUTH CAROLINA)

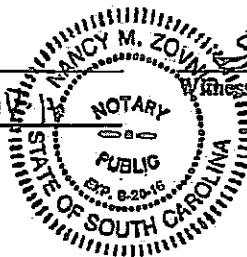
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantors sign, seal, and as act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this
20th day of September, 2013.

[Signature]
Notary Public for South Carolina
My Commission Expires: 9-20-16



[Signature] Witness

(SEAL)

File # 13-0824SBR

Instrument#: 2013000115237, DEED BK: 3686 PG: 853 DOCTYPE: 001 09/24/2013 at
 12:54:36 PM, 4 OF 4 COUNTY STAMPS: \$134.20 STATE STAMP: \$317.20 BALLERY V.
 SKIPPER, Horry County, REGISTRAR OF DEEDS

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

STATE OF SOUTH CAROLINA

COUNTY OF Horry

PERSONALLY appeared before me the undersigned, who being duly sworn, depose and state:

1. We have read the information on the back of this affidavit and we understand such information.
2. The property being transferred is located at 2439 Marilyn Drive, Myrtle Beach, SC 29577, bearing Myrtle Beach, Horry County Tax Map Number 180-21-02-182, and was transferred by Steeltown Development, LLC to David A. Earley and Elizabeth M. Earley on September 20, 2013.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

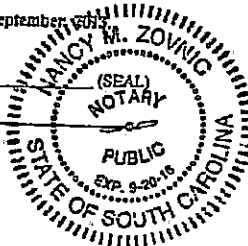
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) ☒ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____
6. The deed recording fee is computed as follows:
 - (a) ☒ Place the amount listed in item 4 above here: \$121900.00
 - (b) ☐ Place the amount listed in item 5 above here: _____
 - (If no amount is listed, place zero here.)
 - (c) ☒ Subtract Line 6(b) from Line 6(a) and place result here: \$121900.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 451.03
8. As required by Code Section 12-24-70, we state that we are responsible persons who were connected with the transaction as: Sellers.
9. We understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned no more than one year, or both.

STEELTOWN DEVELOPMENT, LLC

By: [Signature]

SUBSCRIBED and sworn to before me this 20 day of September, 2013.

Notary Public for South Carolina
 My Commission Expires: 9-20-16



Exh Z

08/01/98 15:03 FAX 803 248 3003

WILLIAM HARDEE

02

668943

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

98 SEP -3 PM 12:16

REGISTER OF DEEDS

STATE 234.00 COUNTY 99.00

EXEMPT

YES

NO

TITLE TO REAL ESTATE

ASSESSOR 180-21-02-110
9.4.98

KNOW ALL MEN BY THESE PRESENTS,

That L. W. Paul Construction Co., Inc., in the State aforesaid, for and in consideration of the sum of Eighty-nine Thousand Nine Hundred and No/100 ----- (\$89,900.00) Dollars to it paid by Debbie Dennison, 2596 Triumph Drive, Myrtle Beach 29577, (Receipt of which is hereby acknowledged), has granted, bargained, sold and released unto the said Debbie Dennison, her heirs and assigns the following described real estate, to wit:

ALL AND SINGULAR that certain piece, parcel, or lot of land with all improvements thereon, situate, lying, and being in the State of South Carolina, County of Horry and being shown and designated as Lot 19, on a map of Oak Forest, Phase II Subdivision by Jones/Godfrey & Associates, dated January 27, 1998, and recorded January 27, 1998 in the Office of the ROD for Horry County in Plat Book 153 at Page 44.

ALSO SUBJECT to a 15' easement across the rear of this lot for the purpose of drainage and utility maintenance as shown on map recorded in Plat Book 153 at Page 44.

ALSO SUBJECT TO that certain Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest, dated February 22, 1988, recorded in the Office of the ROD for Horry County on February 25, 1988 in Deed Book 1201 at Page 373 and all other restrictions or easements of record.

ALSO SUBJECT TO the declarations, conditions and restrictions of the Oak Forest Homeowners Association recorded in the Office of the ROD for Horry County on August 30, 1993, in Deed Book 1662 at page 178 and Supplemented by that certain Supplementary Declaration of Covenants, Conditions, as recorded in the Office of the ROD in Deed Book 1961 at Page 736.

ALSO SUBJECT TO all matters of record.

BOOK 2068 PAGE 606

606

09/01/98 15:03 FAX 803 248 3003

WILLIAM HARDEE

03

By the acceptance of this Deed the undersigned Debbie Dennison agrees to be bound by and agree to abide by all restrictions for Oak Forest recorded in Deed Book 1662 at page 178 and Deed Book 1201 at page 373, and Deed Book 1961 at Page 736 in the Office of the ROD for Horry County, South Carolina.



Debbie Dennison

DERIVATION: This being a portion of the identical property conveyed to the Grantor herein by deed dated July 14, 1998 and filed in the Office of the ROD for Horry County on July 22, 1998 in Deed Book 2017 at page 336.

GRANTEE'S ADDRESS: 2596 Triumph Dr.
Myrtle Beach, SC 29577

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Debbie Dennison, her heirs and Assigns forever.

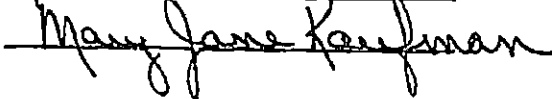
AND it does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Debbie Dennison, her heirs and assigns, against it and its successors or assigns, and all persons, whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by grantor this 1st day of September in the year of our Lord one thousand nine hundred and ninety-eight and in the two hundred twenty-third year of the Sovereignty and Independence of the United States of America.

L. W. PAUL CONSTRUCTION CO., INC.

Signed, Sealed and Delivered
in the Presence of:

BY:  L.S.
Tiffany Paul McDowell, Vice Pres.

BOOK 2068 PAGE 607

09/01/98 15:03 FAX 803 248 3000

WILLIAM HARDEE

204

STATE OF SOUTH CAROLINA

COUNTY OF HOLLY

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within L. W. Paul Construction Co., Inc., by Tiffany Paul McDowell, Vice President, sign, seal and as its act and deed, deliver the within Title to Real Estate; that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Katie C Hanna

SWORN to before me this 1stday of September, 1998.

Mary Jane Kaufman (S.S.)
Notary Public for South Carolina

My Commission Expires: 7/23/2002

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
 COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. Property located at 2596 Triumph Drive, Myrtle Beach, South Carolina, bearing County Tax Map Number 180-00-02-097 was transferred by L. W. Paul Construction Co., Inc. to Debbie Dennison on September 1, 1998.

3. Check on of the following: The deed is

(a) XXXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because _____.

4. Check one of the following if either item 3(a) or item 3 (b) above has been checked:

(a) XXXX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$89,900.00.

(b) The fee is computed on the fair market value of the realty which is \$_____.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.

5. Check Yes _____ or No XXXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the

amount of the outstanding balance of this lien or encumbrance is \$_____

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$89,900.00.

(b) Place the amount listed in item 5 above here: zero. (If no amount is listed, place zero here)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$89,900.00.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$333.00.

As required by Code 12-24-70, I state that I am a responsible person who was connected with the transaction as the Grantor.

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

L. W. Paul Construction
Co. Inc.

By: Tiffany Paul McDowell
Tiffany Paul McDowell,
Vice President

SWORN to before me this
1st day of September, 1998

Mary Jane Kaufman
Notary Public for South Carolina

My Commission Expires: 7/23/2002

Exh AA

391647

FILED
HORRY COUNTY, S.C.2001 SEP - 4, PM 2: 59
STATE OF SOUTH CAROLINA)REGISTER OF DEEDS **DEED TO REAL ESTATE**
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, that **DEBBIE DENNISON**, hereinafter called the "Grantor," in consideration of **Ninety Six Thousand Six Hundred and No/100 Dollars (\$96,600.00)**, to the Grantor in hand paid at and before the sealing of these presents by the Grantee hereinafter named, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **KAREN L. ZEIP**, hereinafter called the "Grantee," her heirs and assigns, the following described property:

ALL AND SINGULAR that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Horry County, South Carolina, and being shown and designated as **LOT 19** on a map of **OAK FOREST PHASE II SUBDIVISION** by Jones/Godfrey & Associates Land Surveyors dated January 27, 1998, recorded January 27, 1998, in Plat Book 153 at Page 44, in the office of the Register of Deeds for Horry County.

SUBJECT TO the restrictions, covenants, easements, conditions and limitations of record and particularly to those set forth in the Declaration and Establishment of Conditions, Reservations, Covenants and Restrictions for Oak Forest dated February 22, 1988, recorded February 25, 1988, in Deed Book 1201 at Page 373, and the Declarations, Conditions and Restrictions of the Oak Forest Homeowners Association recorded August 30, 1993, in Deed Book 1682 at Page 178, in the Office of the Register of Masses Conveyance for Horry County.

ALSO SUBJECT to a 15 foot easement across the rear of the lot for the purpose of drainage and utility maintenance as shown on map recorded in Plat Book 153 at Page 44, in the office of the Register of Deeds for Horry County.

THIS BEING the identical property conveyed to Debbie Dennison by Deed of L. W. Paul Construction Co., Inc., dated September 1, 1998, recorded September 3, 1998, in Deed Book 2068 at Page 608, in the office of the Register of Deeds for Horry County.

GRANTEE'S ADDRESS: 2596 TRIUMPH DRIVE, MYRTLE BEACH, SC 29588
HORRY COUNTY ASSESSOR

TMS: 180-21-02-110

Mr. Gik Parcel

9-5-01

TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining to; **TO HAVE AND TO HOLD**, all and singular, the said premises before mentioned unto the Grantee, her heirs and assigns forever.

AND, the Grantor does hereby bind the Grantor, the Grantor's heirs and assigns, to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee's heirs and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DEED
2404 1165

STATE 259.20 COUNTY 106.70
EXEMPT YES (NO)
ASSESSOR

1165

WITNESS the execution hereof this 30th day of August, 2001.

In The Presence Of:

Christy Olson
Witness 2 non-notary
Shelly Cooper
Witness 2 notary

Debbie Dennison
DEBBIE DENNISON

STATE OF KENTUCKY)
COUNTY OF Jefferson)

PROBATE

PERSONALLY APPEARED the undersigned witness and made oath that (s)he saw the within named Grantor, sign, seal and as the Grantor's act and deed deliver the within written Deed, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Christy Olson
(Witness/Deponent) witness 2

SWORN to before me this 1 day of September, 2001.

Shelly Cooper (L.S.)
Notary Public for Kentucky

My Commission Expires:

Notary Public, State at Large, KY
My commission expires Aug. 7, 2004



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- I. Property located at LOT 18, OAK FOREST, PHASE II, being in HORRY COUNTY, Tax Map Number 180-21-02-110, was transferred by DEBBIE DENNISON to KAREN L. ZEIP on August 30, 2001.

The transaction was (Check one):

- ☒ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$98,600.00
- ☐ not an arm's length real property transaction and the fair market value of the property is \$_____.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, *et seq.* because the deed is:

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as SELLER.

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Debbie Dennison
SELLER -Debbie Dennison

SWORN to before me this 1
day of August, 2001.
~~September~~

Shelly Cox (L.S.)
Notary Public for KY

My Commission Expires:

Notary Public, State at Large, KY
My commission expires Aug. 7, 2004

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

Instrument#: 2010000034204, DEED BK: 3453 PG: 2376 DOCTYPE: 082 04/06/2010 at 08:49:54 AM, 1 OF 4 BALI Y V. SKIPPER, HORRY COUNTY, S REGISTRAR OF DEEDS

Exh BB

TMS Number correct
1802102166-193

PREPARED BY AND RETURN TO:
EVANS & EVANS LAW FIRM, LLC
204 Elm St., Suite 100
Conway, SC 29526

(Please leave space above blank for recording data)

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) **SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS**

THIS SUPPLEMENTARY DECLARATION made this 1st day of April, 2010, by **Steeltown Development, LLC**, hereinafter referred to as "Declarant". Steeltown Development, LLC has obtained Declarant status under Article 1, section 6 of **CREATION OF OAK FOREST HOMEOWNERS ASSOCIATION**, recorded in Deed Book 1662 at Page 178, office of the Register of Deeds for Horry County, South Carolina.

WHEREAS, property known as Oak Forest subdivision is subject to restrictions filed in Deed Book 1201 at Page 373, office of the Register of Deeds for Horry County, South Carolina; and

WHEREAS, Larry W. Paul (a prior declarant) established that certain set of restrictions and bylaws entitled **CREATION OF OAK FOREST HOMEOWNERS ASSOCIATION**, recorded in Deed Book 1662 at Page 178 and subjected the Oak Forest property to the **CREATION OF OAK FOREST HOMEOWNERS ASSOCIATION**; and

WHEREAS, Declarant is the owner of certain property of certain lots numbered 1-27, as more fully set forth on that certain plat recorded in Plat Book 248 at Page 160, in the office of the Register of Deeds for Horry County (hereinafter referred to as the "Plat"); and

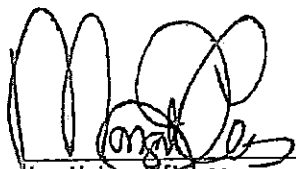
WHEREAS, the aforesaid **CREATION OF OAK FOREST HOMEOWNERS ASSOCIATION** provides in Article V, Section 5(b) that "[a]dditions to the subdivision may be made by the Declarant without consent of the members." And states further that a supplemental set of restrictions is to be filed in the office of the Register of Deeds for Horry County, South Carolina; and

WHEREAS, Declarant desires to incorporate into the aforesaid Restrictions filed in Deed Book 1201 at Page 373 and and **CREATION OF OAK FOREST HOMEOWNERS ASSOCIATION** filed in Deed Book 1662 at Page 178 of Oak Forest Subdivision, the lots 1-26 on the Plat described above and subject them to the Restrictions and **CREATION OF OAK FOREST HOMEOWNERS ASSOCIATION** described above.

Instrument#: 2010000034204, DEED BK: 3453 PG: 2377 DOCTYPE: 082 04/06/2010 at
08:49:54 AM, 2 OF 4 BALI, T V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

NOW, THEREFORE, pursuant to the provisions of the aforesaid Restrictions
CREATION OF OAK FOREST HOMEOWNERS ASSOCIATION and Declarant does
hereby **SUBJECT** the Lots which shall be subject to the Restrictions recorded in Deed
Book 1201 at Page 373 and the **CREATION OF OAK FOREST HOMEOWNERS
ASSOCIATION** recorded in Deed Book 1662 at Page 178, to the end that the Lots as
aforesaid, shall be within the scheme of said Declaration and within the jurisdiction of
the Association identified in said Declaration and to the further end that all present and
future owners of all lots of the Property shall be subject to the terms and conditions of
the aforesaid Restrictions and **CREATION OF OAK FOREST HOMEOWNERS
ASSOCIATION** and shall have the rights and privileges therein set out.

IN WITNESS WHEREOF, the Declarant, STEELTOWN DEVELOPMENT, LLC, a
South Carolina limited liability company, has executed this Supplementary Declaration
of Covenants, Conditions and Restrictions this 1st day of April, 2010



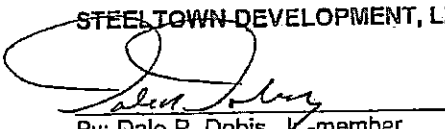
Non-Notary Witness



Notary Witness

DECLARANT:

STEELTOWN DEVELOPMENT, LLC



By: Dale R. Dobis, J.-member

Instrument#: 2010000034204, DEED BK: 3453 PG: 2378 DOCTYPE: 082 04/06/2010 at
08:49:54 AM, 3 OF 4 BALL T V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY APPEARED before me Margaret L. Evans (NON-
NOTARY WITNESS #1) and made oath that s/he saw the within named Declarant,
Steeltown Development, LLC, a South Carolina limited liability company, by and through
its duly authorized agent, Dale R. Dobis, Jr., sign, seal and as its independent corporate
acts and deed deliver the within written SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS; and that s/he with the other
witness whose name is subscribed above witnessed the execution thereof.

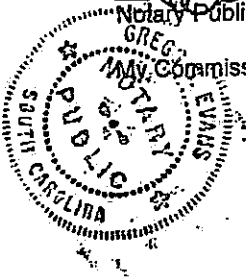
Margaret L. Evans
Non-Notary Witness #1

SWORN to before me this
1st day of April, 2010.

[Signature]

Notary Public for South Carolina

My Commission Expires: 1-14-2018



Instrument#: 2010000034204, DEED BK: 3453 PG: 2379 DOCTYPE: 082 04/06/2010 at
08:49:54 AM, 4 OF 4 BALI Y V. SKIPPER, HORRY COUNTY, S REGISTRAR OF DEEDS

EXHIBIT "A"

All those certain pieces, parcels or lots of land situate, lying and being in the County of Horry and State of South Carolina, designated as Lots 1 through 27 of Oak Forest Phase III, as is more particularly shown and delineated on a plat entitled "Final Plat for Steeltown Development, LLC of Oak Forest Phase III", prepared by Beasley Land Surveying, Inc., dated August 29, 2008 and recorded March 26, 2010 in Plat Book 248 at Page 160, in the office of the Register of Deeds for Horry County, South Carolina.

Horry County Land Development Regulations

HorryCounty.org

Planning & Zoning

ARTICLE FOUR -- DESIGN
STANDARDS

Article 4 – Design Standards

External access is defined as: The access that a land development receives from an existing roadway that abuts the property.

Internal access is defined as: The access that lots/units within a land development receive from a proposed public or private right-of-way that is within the land development.

A. External Land Development Access Requirements

The following external access standards are established for land developments.

1. Developments 50 lots/units or less shall be accessed by a minimum of one (1) paved point of ingress/egress. (See **Figure 1 for a graphic description**). Right-of-way width for such access shall conform to the requirements of Article 4, Table 4-D of these regulations.
2. Developments containing between 51 to 100 lots/units shall be accessed by a minimum of one (1) paved point of ingress/egress (see **Figure 2 for a graphic description**) subject to the following standards:
 - a. The access right-of-way shall be a minimum of 66 feet in width carried 125 feet into the development or the first intersection whichever comes first. Measurement of the 125 feet shall be from the edge of right of way.
 - b. The access shall have no fewer than three (3) lanes of traffic; extending a minimum of 125'. Demarcation of the lanes may occur in any of the following ways:
 - i. Striping or lane delineators;
 - ii. Raised concrete medians construction according to SCDOT standards; or
 - iii. A raised median, no less than 5 feet width, constructed to the median standards of these regulations.
 - c. No lots shall have direct access to this section of the road.
 - d. See Article V Section 2-6 for turn lane requirements

Article 4 – Design Standards

2. The enlarged roadway shall be extended into the proposed development area no less than 125 feet or to the first intersection within the development area. Measurement of the 125 feet shall be from the centerline of the intersecting roadway and the roadway providing access to the proposed development area.
 3. Within the enlarged right-of-way, no fewer than three traffic lanes shall be constructed. Demarcation of the traffic lanes may occur by installation of any following devices:
 - i. Striping or lane delineators; or
 - ii. Raised concrete medians constructed in accordance with SCDOT standards; or
 - iii. A raised median, no less than 5-feet in width, constructed to the median standards of these regulations.
 4. Increased right-of-way width may be waived if the roadway serving the proposed development area is connected (looped) back to the main development entrance roadway.
 5. If connection (looping) to main development roadway is not possible due to topographical constraints, the Planning Commission may permit installation of an emergency access to the proposed development area. Installation and improvement standards for such emergency access are specified in item "3a", below.
3. Major developments containing more than 100 lots/units shall provide a minimum of two (2) paved points of access to every lot/unit within the development from a platted public/private right-of-way. Where a lot or unit receives access from a cul-de-sac, the requirement of two points of access shall not apply provided the total number of lots/units on the cul-de-sac does not exceed 50. (See Figure 4 for a graphic description).

If topographical constraints exist on the property, the Planning Commission may authorize the developer to utilize one of the following options to ensure that adequate access to each lot/unit is provided.

A Installation of temporary emergency access easement.

A temporary emergency access easement may be used to provide secondary access points to development phases that are over 100 lots when the following conditions exist.

1. The development in which the easement is to be utilized is multi-phased and the location of the easement will provide connection to another paved roadway through undeveloped property that is part of the overall development.
2. The easement is shown as part of the development plans for the phase in which the two access points to every lot is required.
3. The easement is platted as part of the final plat for the development phase across the remaining undeveloped property within the overall development. A financial guarantee shall be posted for any uninstalled portion of the easement.

Article 4 – Design Standards

Figure 1 – Development Access
Subdivision with less than 50 Lots

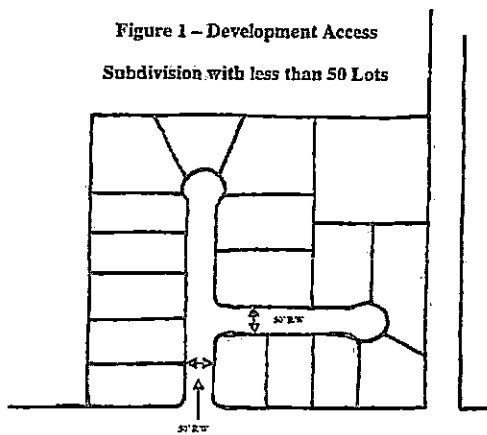


Figure 1 illustrates external and internal access to a development of less than 50 lots. One point of external access is provided to the development. One point of internal access is provided to each lot within the development also.

Figure 2 – Development Access
Subdivision with 51 to 100 Lots

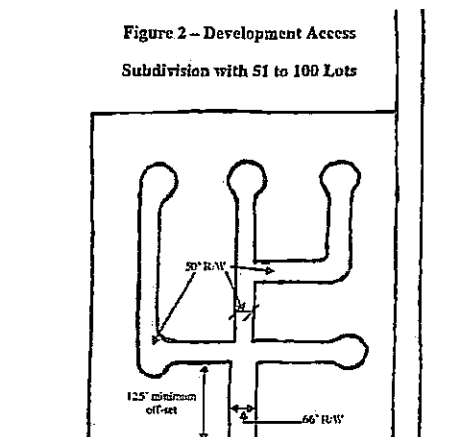


Figure 2 illustrates external and internal access to a development containing 51 to 100 lots. One enlarged external access is provided. One internal access is provided to each lot within the development also.

Figure 3 – Development Access
Subdivision with more than 100 Lots

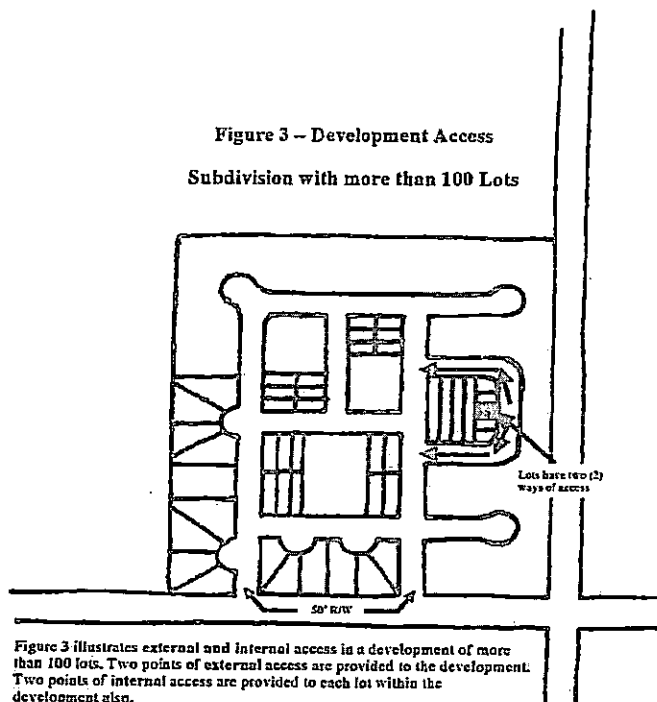


Figure 3 illustrates external and internal access in a development of more than 100 lots. Two points of external access are provided to the development. Two points of internal access are provided to each lot within the development also.

Article 4 – Design Standards

2-1.2 Access to Commercial Developments

An access easement may be permitted as the means of ingress and egress to interior or exterior lots within commercial developments provided that:

1. The proposed number of lots within the development does not exceed 10.
2. The proposed width of the access easement is sized to accommodate future average daily trips (ADT's) of the interior lots based on either the undeveloped commercial acreage or the stated commercial use of each lot. In no instances shall an access easement be less than 50 feet in width.
3. The access easement is platted in accordance with the requirements of Article 2 and 3 of the Land Development Regulation.
4. The access easement is improved in accordance with the improvements standards of Article 4 of the Land Development Regulations.
5. Placement of the access easement meets all access management requirements of Article 7 of the Land Development Regulations.
6. No site improvements (buildings, parking lots, etc.) shall encroach into the access easement unless such encroachment is determined to not impact the operational efficiency of the easement by the County Engineer. Curbing necessary to tie the travel way to proposed parking lots and landscaping on parking lot berms may be permitted within the easement provided curb design is approved and intersection sight clearance is maintained.
7. A county stormwater permit has been submitted, reviewed, and approved detailing the proposed accesses drainage-related improvements.

These standards shall apply to minor commercial developments (those with less than 10 lots/units) as well as office parks, group commercial developments in which strip shopping centers and out-parcels are developed, and developments of regional significance where a strip center and out-parcels are developed.

The following note is added to the plat:

"The access easement shown hereon is for the purpose of provided common ingress and egress to the parcel shown. Ownership and maintenance of such easement shall be the collective responsibility of the lot owners and not Horry County."

(Ord. 155-02, § 2-1.2, 12-17-02, Ord. 08-04, §2-1.2, 2-17-04, Ord. 28-05, § 2-1.2, 04-05-05)

2-2. Relation to Adjoining Street System

The proposed street system shall extend existing streets where the Planning Commission determines that extension of the proposed streets provides a public benefit. The proposed street system shall be extended at the same width as the street to which it is connecting or at a greater width depending on the anticipated ADT's that the extended street system will carry.

2-3. Retrofitting Existing Public or Private Road Rights-of-Way.

Article 4 – Design Standards

If disagreement arises with the rates shown in Table 4-B, the regression formula for the specific land use, as published by the Institute of Transportation Engineers in the most recent version of the ITE Trip Generation Manual, may be substituted for the rates given. A licensed engineer shall certify the accuracy of the trip generation rate derived from the use of the regression formula.

2-6. Roadway Design Criteria.

A. Development intensity, paving width, and improvements

The required paving width and improvement standards for rights-of-way in land developments will be based on the development's intensity as determined from the lot width at the building setback line of the lots within the land development. Table 4-C provides the minimum lot widths at the building line and the corresponding development intensity. Table 4-D indicates the paving widths and improvement standards for the type of right-of-way at the various intensity levels. Roadway centerlines and right-of-way centerlines are to be coincident unless the road has received prior approval to be offset to factor in additional lanes of traffic, turn lanes, etc.

Exh DD

Land Records

Horry County's land records application no longer provides tax payment history. Tax payment history (for the past 3 years) can be obtained through our tax payment link (/OnlineServices/TaxPayments.aspx).

Search by **TMS, PIN, or Owner's Name**

STEELTOWN

Search

TMS	PIN	Legal Description	Owner	Billing Street	Billing City	Billing State	Billing Zip	
1862701586	44607020098	SWEETGRASS SQUARE; LOT 4 :	STEELTOWN DEV LLC	414 ST JULIAN LN	MYRTLE BEACH	SC	29579	Selec
1802102190	44114020108	OAK FOREST PH III; OPEN SPACE #1 :	STEELTOWN DEVELOPMENT LLC	414 ST JULIAN LANE	MYRTLE BEACH	SC	29579-3381	Selec
1802102193	44114020125	OAK FOREST PH III; OPEN SPACE #2/POND :	STEELTOWN DEVELOPMENT LLC	414 ST JULIAN LANE	MYRTLE BEACH	SC	29579-3381	Selec

Enter a **TMS** or **PIN** Number in a textbox below to retrieve the corresponding **TMS/PIN**.

TMS

PIN

Get PIN

Get TMS

Land Records

Horry County's land records application **no longer provides tax payment history**. Tax payment history (for the past 3 years) can be obtained through our tax payment link (</OnlineServices/TaxPayments.aspx>).

Search by TMS, PIN, or Owner's Name

STEELTOWN

Search

Owner Data:

TMS	1802102193
PIN	44114020125
Legal Description	OAK FOREST PH III; OPEN SPACE #2/POND :
Owner	STEELTOWN DEVELOPMENT LLC
Billing Street	414 ST JULIAN LANE
Billing City	MYRTLE BEACH
Billing State	SC
Billing Zip	29579-3381
District	630 - SOCASTEE REC
Book	
Page	

2015 Parcel Values:

Residential Land	\$0.00
Residential Improved Land	\$0.00
Farm Land	\$0.00
Farm Improved	\$0.00
Farm Use	\$0.00
Other Land	\$58.00
Other Improved	\$0.00
Taxable Total	\$58.00

Market Values

Residential Land	\$0.00
Residential Building	\$0.00
Farm Land	\$0.00
Farm Building	\$0.00
Other Land	\$620.00
Other Building	\$0.00
Total Market Value	\$620.00

Land Records

Horry County's land records application no longer provides tax payment history. Tax payment history (for the past 3 years) can be obtained through our tax payment link (</OnlineServices/TaxPayments.aspx>).

Search by TMS, PIN, or Owner's Name

STEELTOWN Search

Owner Data:

TMS	1802102190
PIN	44114020108
Legal Description	OAK FOREST PH III; OPEN SPACE #1 :
Owner	STEELTOWN DEVELOPMENT LLC
Billing Street	414 ST JULIAN LANE
Billing City	MYRTLE BEACH
Billing State	SC
Billing Zip	29579-3381
District	630 - SOCASTEE REC

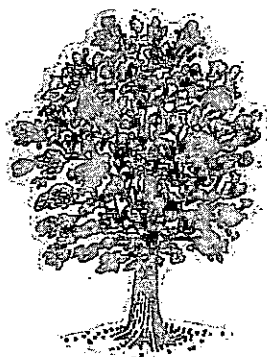
Book
Page

2015 Parcel Values:

Residential Land	\$0.00
Residential Improved Land	\$0.00
Farm Land	\$0.00
Farm Improved	\$0.00
Farm Use	\$0.00
Other Land	\$2,760.00
Other Improved	\$0.00
Taxable Total	\$2,760.00

Market Values

Residential Land	\$0.00
Residential Building	\$0.00
Farm Land	\$0.00
Farm Building	\$0.00
Other Land	\$3,430.00
Other Building	\$0.00
Total Market Value	\$3,430.00



Oak Forest Homeowner's Association Inc.

Post Office Box 30475, Myrtle Beach, SC 29588

(February 18, 2015)

The regularly scheduled Monthly meeting was held, as always, on the 3rd Wednesday of the month, at the Palmetto 17 restaurant.

Meeting was opened with prayer by Daniel Watson, President, at 7:04 p.m.

Homeowners representing the following lots were present: 47, 16, 66, 110.

First Order of Business: Ballot Count. Ballots were counted;

24 ballots were needed to elect Board Officers for 2015.

There were 25 ballots counted; Board is duly elected.

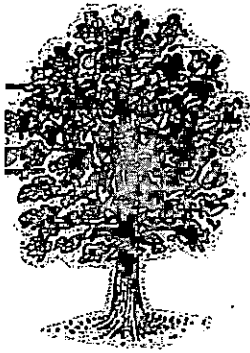
Old Business:

1. Court Case. Daniel updated members. Opposition has requested extensive written documentation dating back to 2004. The HOA attorney will keep record of expenses; add to settlement amount at end of court case.
2. Grass at Front Entrance. Daniel has received numerous phone calls regarding people who witnessed certain cars parking in this area and leaving tire tracks in our grass. Discussion was held regarding the moving of the rope fencing back out near the road. This action should take care of problem of cars parking on grass area.
3. Dog Walking Area. Ongoing discussion of using grassy area at front entrance for this purpose. It was noted that this would also solve the problem of cars parking on grass (see #2 above). There were questions regarding funding for this project; decided to wait until after court case is settled before proceeding.
4. Cats/Dogs running loose. Daniel provided info regarding product "Critic Ridder" and other deterrents to keep unwanted cats and dogs off homeowners' properties.
5. Lot 190 Cleanup. Daniel said that Dale Dobis had been invited to attend this meeting; Judging by his absence, he evidently declined. Dale owns lot 190, the retention pond, and new roads in Phase III of development. There will be a buildup of fines against Mr. Dobis for his inaction regarding Lot 190, and a lien will be placed on this property.
6. Discussion of Common Area Usage. Prices were obtained for expanding the lock-in area to include the open space of the common area. After discussion, it was decided to keep the area open, with no fencing installed.

New Business: None

Meeting was adjourned at 7:50 p.m. on motion from Beverly; second by Zippy.

The next meeting will be on March 18, 2015 at the Palmetto 17 restaurant.



Oak Forest Homeowner's Association Inc.

Post Office Box 30475, Myrtle Beach, SC 29588

November 11, 2015

Minutes and Letter from the President

The regularly scheduled Monthly meeting was held, as always, on the 3rd Wednesday of the month.

Board members in attendance were; Daniel Watson and Karen (Zippy) Ziep

The meeting was held in the meeting room of **Park Hunter and Skipper CPA**. Located off 21st Ave. Suite #15 of the Litus 21st avenue Professional Center. Address 1551 21st Ave. N, Suite #15 Myrtle Beach, SC 29577

The meeting was opened at 7:00 pm.

OLD BUSINESS

Daniel answered any questions on our ongoing Lawsuit, as this constitutes our biggest expenditure. First recognizing that there have been a few homeowners who wish our letters could be more positive. But these are Meeting Minutes and the other Homeowners have a right to know where their money is being spent.

Daniel again reaffirmed that our Original AOI -Articles Of Incorporation- were indeed reinstated back to the original date. A formality as those that attacked our neighborhood were told that they were in error from the beginning. We told them that they were in error because dissolving of the HOA would require a vote of 2/3rds majority from our Homeowners. And that never happened.

The HOA made offers of settlement to the defendants in this case. Despite this there were still, as of the time of this meeting, a few of the defendants that still won't settle.

The HOA has over 10K invested in this case. We will recoup ALL expended funds. Only one person responded to our offer stating that he was ready to settle.

The lawyers plan to try a Mediation to settle this case. Utilizing negotiations instead of going to court. We hope that this will be successful. Daniel said If any defendants don't show up their house could be foreclosed on.

One of the defendants is still going around telling people they can do whatever they want and the HOA doesn't have any authority to collect the fines. Mr. Watson wanted to assure everyone that this person is in error.

Every Homeowner is responsible for and makes their own decisions. Anyone following this erroneous advise will not be held excused. The HOA has more than proven that all the claims of these individuals have been lies.

Another Defendant is threatening to declare bankruptcy. Daniel said he hates to say it, but they should have thought of that before they proceeded with their actions.

A comment was made by those involved that they were just exercising freedom of speech. However, by legal definition, Freedom of speech ends when it interferes with a business' ability to conduct business.

There will be a date set for the negotiations around January, hopefully by the January HOA meeting. Daniel Pointed out that no Reserve funds have been used for the court case thus far.

The management company that filed the original disillusionment is a defendant also and is being pursued for negligence, First because he didn't have insurance and two because this all could have been easily avoided if he had just done his research properly.

FYT: The disillusionment is the document that caused a few residents to believe, and spread the lie, that the HOA was disbanded.

And NO the HOA can not just stop the pursuit of this case. I wish we could. We have to see it through.

The HOA still needs a volunteer for the position of secretary.

Ballots are going out with these minutes for the election in January.

There were some ideas discussed last month to control ballots, to make sure no one is submitting more than one vote. One idea was assigning a number to each Ballot, yet in a way that the ballot could remain secret. The biggest problem discussed with numbering was that history shows us that Homeowners often do lose their ballots. We wouldn't be able to know what number they had. The second objection was that we can't put a ballot online, as we have in the past, because there is no way to assign numbers. The next idea explored was to use a third party to handle the ballots. A good idea if we can figure out whom to use.

A question was raised; Was the amendment changing tenures to every other year ever clocked at the court house? The answer was no. It was duly voted on and passed, but Mr Watson has never taken the time to go to the court house to clock the document. A technicality in my book as it was voted on and passed.

Next we discussed a pot hole on Morlynn that requires cutting a section out of the road and, put concrete down and then smooth over until repaired section can be paved. We have a contractor to do the work. Just looking for other sections that need repairing too, as the concrete company has a minimum order. Daniel didn't have a date to meet him yet. He was seeking a volunteer to meet the contractor.

Next discussed was Dale, the former developer of phase III. He is still responsible for the retention pond he put in, the road he installed and Lot 190. He is still paying the taxes on that and the common areas.

Dale wants to know what else is wanted from him before the board is willing to sign off on the areas mentioned, the detention pond and the roadway. He cleared the common area to the Board's specifications. He did not however fix the cracked curbs nor did he put in any speed bumps as requested by the HOA.

Daniel pointed out that the HOA doesn't have to take it over.

We are still holding off on signing off on the roads and other lots. As we said some curbs have cracks. Yes, it could be argued that this is typical of curbs. However these cracks were caused by the contractors building the homes Dale sold. Hence, in our view, he should fix them.

The original HOA signed off on the roads way too early. And we ended up with a ton of sinkholes that the HOA had to repair at cost.

There are no sink holes apparent in the new section of Morlynn put in by Steel Town at this time, but we are watching for them.

The Board decided we will shelf the decision until more board members are available to make a decision.

One of the Homeowners that lives on the pond wants the HOA to pay to put a fountain in the retention pond. However, firstly Horry County doesn't require the HOA to have a fountain unless it can be shown that there is stagnate water. There is NO stagnant water in that pond because all drains lead to it.

Daniel Watson introduced the new collections lawyer from Saraniti Law Firm. She specializes in HOA collections and comes highly recommended. She does her own accounting. A practice that our current lawyer doesn't do. If proper accounting is not done then we don't know which residents account he should be billing for, and whom to charge the billing to.

The new collections lawyer' Retainer fee does not apply to any specific accounts. A \$200.00 fee in case we inadvertently break off business with her and have outstanding debts.

NEW BUSINESS

Issues were discussed concerning what can be done about people speeding down our roads, and some have even been seen going around the median in the wrong direction just to get past someone who wasn't speeding and then speed down the road.

The Speed bumps are simply not effective by themselves. The Rubber ones do last longer and will not fall apart as the old ones did. Even if they are a little more expensive.

The lock from the boat storage in the common area has indeed been removed and is being rekeyed. Once rekeyed only those who have an item in the lot will get a key. There are too many people who are holding onto the spots when they are not using them. Daniel said that they are just going to be disappointed. There just isn't any other way to be fair about it.

Someone reported seeing a car from one of the houses near the front of neighborhood backing out of their driveway and into the bushes in the dividing island. Daniel will investigate further.

Homeowners throughout our neighborhood got House Washing letters. Daniel again stated that as much as we hate to have to do it, if homeowners don't respond they will be fined if they do not wash their houses.

Someone pointed out that a home on Likely place still has trash in the driveway. The Home owners and renters have both gotten letters but are not responding. They have been fined on a daily basis.

Daniel confirmed that a Dump truck, and several other vehicles were towed from the common area. The dump truck did belong to a homeowner, but they did not respond to the letters.

Again, If you have a car or other item in the common area, please let Daniel know so we can keep track and contact you in case of emergency. If you have done so then thank you.

FYI There is no regulation in place allowing the HOA to require Homeowners to have vehicles licensed when stored in the common area, as we do in their driveways.

A request was made to add street lights to dark areas; an example is at the first right turn on to Morlynn from Temperance. It is expensive (over \$1000.00) to install, and an additional \$15/month per light on the electric bill. We are looking for more input on this issue.

The meeting was adjourn at 7:59 pm.

Instrument#: 201600004354 LIEN BK: 241 PG: 2848 DOCTYP: 064 04/20/2016 at 09:26:56 AM, 1 OF 1 MARION D. FOXWORTH III, HORRY COUNTY, SC REGISTRAR OF DEEDS

Exh (GG)

State of South Carolina

NOTICE OF LIEN OF UNPAID PROPERTY
ASSESSMENTS PURSUANT TO THE BYLAWS
OF THE ASSOCIATION

County Of Horry

CASE NUMBER:

TAKE NOTICE that pursuant to the terms of the Bylaws of Oak Forest Homeowners Association, Inc. filed on August 30 1993 Deed Book 1661 at page 178 of the Office of the RMC for Horry County, South Carolina.

Also subject to the terms of Declaration and Establishment of Oak Forest Homeowners Association Inc. filed on February 25, 1988 in Deed Book 1201 at Page 373 of the Office of the RMC for Horry County, South Carolina. Oak Forest Home Owners Association does claim a Homeowner's assessment lien as follows;

Owner(s):

Paul Dennison
2447 Morlynn dr
Myrtle Beach, SC 29577

Property Description:

Oak Forest Subdivision * Phase III
Tax Assessor Map Number: 180-21-02-184

Past due Assessments in the Amount of: \$3,000.00 Plus **TOTAL DUES AS OF THIS DATE: \$890.02**
Total Assessments, and Filing Fees = \$3910.02, includes Lien filling fee of \$10.00 and a Lien Release fee of \$10.00.
Interest on Nonpayment of Assessments will continue to accrue at the rate of 10% per Annum.
Any additional cost and or reasonable attorney's fees shall become part of the Lien on the Property.

Property description: Lot #184, Oak Forest, phase # 3, 2447 Morlynn dr, Myrtle Beach SC 29577
GIS Map Scan # 180-21-02-184

Date: 04/20/2016

CLAIM OF ASSESSMENT LIEN BY:

OAK FOREST HOME OWNERS ASSOCIATION, INC.

Witness

Witness 2 (optional)

By: Daniel Watson

Oak Forest HOA President
PO BOX 30475
Myrtle Beach SC 29588

State Of South Carolina

County Of Horry

ACKNOWLEDGMENT

I, Jodeci Jenkins, A Notary Public do hereby certify that the within named grantor(s) personally appeared before me this day and acknowledge the execution of the following instrument.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF April, 2016

NOTARY PUBLIC



JODECI JENKINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
MAY 28, 2021

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP2605247

Oak Forest Homeowners
Association Inc

David Earley

Paul M Dennison

Jeffrey Thomas
Kevin R Lundgren
Stephen H Peck

Lorinda Thomas
Ryan M Lundgren
Community
Management Group
LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Clerk of Court

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☒ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☒ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

Jury Trial - Case Settled - although settlement was not placed on record.
See attached e-mail

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk: _____

FILED
HORRY COUNTY
16 MAY 25 PM 12:20
KELANIE HUGGINS, WARD
CLERK OF COURT

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

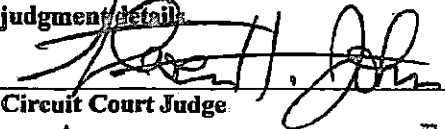
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed

[Signature]

such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge

129
Judge Code

5/23/2016
Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Norwood David DuRant Sr. Law Offices Of N. David
Durant PO Box 14722 Surfside Beach, SC 29587

Paul M Dennison 2436 Morlynn Dr Myrtle Beach, SC 29577
Joseph Stanley Sandefur PO Box 2850 Murrells Inlet, SC
29576
Ryan M Lundgren 2443 Morlynn Drive Myrtle Beach, SC
29577
William Edward Lawson PO Box 2116 Myrtle Beach, SC
29578-2116
Matthew Evan Pecoy Mcgrath Law Firm, PA 802 Johnnie
Dodds Boulevard Mt. Pleasant, SC 29464
Kevin R Lundgren 2443 Morlynn Dr Myrtle Beach, SC

ATTORNEY(S) FOR THE PLAINTIFF(S)

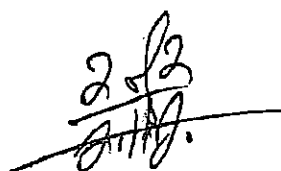
ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Melanie Huggins-Ward - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

2 of 2


Johnson, Linda

From: John, Steven H. Law Clerk (Ashley L. Kemp) <SJohnLC@sccourts.org>
Sent: Monday, May 23, 2016 11:50 AM
To: Johnson, Linda
Subject: FW: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

From: Lynn Jordan [mailto:litigation@lawofficesofdurant.com]
Sent: Friday, May 20, 2016 12:36 PM
To: 'Lawson, William E.'; John, Steven H. Law Clerk (Ashley L. Kemp)
Cc: ddurant@lawofficesofdurant.com; jsandefur@grandstrandattorneys.com; mpecoy@mcgrathlawfirm.com; 'Krista Withers'; 'Jones, Blakley'
Subject: RE: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

Ashley,

We have a tentative settlement & are awaiting approval of the Releases. Therefore, David asked that I inform you that the above case scheduled on the roster for Monday, May 23, 2016, will not be going forward. Thanks so much for your attention to this matter & in the event you have any questions or require any documentation from us, please let us know.

*J. Lynn Jordan
 Litigation Paralegal to N. David DuRant, Esquire
 Family Court Paralegal to L. James Purvis, Jr., Esquire
 Law Offices of N. David DuRant and Associates, P.A.
 1801 Glenss Bay Road (29575)
 P.O. Box 14722 (29587)
 Surfside Beach, SC
 (Ph) 843-650-7800
 (Fax) 843-650-8090*

If there is an attachment to this email & you were unable to open it, please respond immediately so that alternate arrangements may be made for proper delivery. Thank you & have a super-blessed day.

From: Lawson, William E. [mailto:WLawson@TurnerPadgett.com]
Sent: Thursday, May 19, 2016 4:26 PM
To: John, Steven H. Law Clerk (Ashley L. Kemp)
Cc: ddurant@lawofficesofdurant.com; jsandefur@grandstrandattorneys.com; mpecoy@mcgrathlawfirm.com; Litigation Durant Law
Subject: Re: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

Ashley

I have settled my part of the case on behalf of the defendants Thomas. I understand the other parties are discussing settlement.

Johnson, Linda

From: John, Steven H. Law Clerk (Ashley L. Kemp) <SJohnLC@sccourts.org>
Sent: Monday, May 23, 2016 11:50 AM
To: Johnson, Linda
Subject: FW: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

From: Lawson, William E. [mailto:WLawson@TurnerPadget.com]
Sent: Thursday, May 19, 2016 4:26 PM
To: John, Steven H. Law Clerk (Ashley L. Kemp)
Cc: ddurant@lawofficesofdurant.com; jsandefur@grandstrandattorneys.com; mpecoy@mcgrathlawfirm.com; Litigation Durant Law
Subject: Re: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

Ashley

I have settled my part of the case on behalf of the defendants Thomas. I understand the other parties are discussing settlement.

Ed

Sent from my iPhone

On May 19, 2016, at 3:36 PM, John, Steven H. Law Clerk (Ashley L. Kemp) <SJohnLC@sccourts.org> wrote:

Please ignore the into to Mr. Brittain, I apologize. I forgot to delete it before sending the email.

Best,

Ashley Kemp

From: John, Steven H. Law Clerk (Ashley L. Kemp)
Sent: Thursday, May 19, 2016 3:35 PM
To: 'ddurant@lawofficesofdurant.com'; 'jsandefur@grandstrandattorneys.com'
Cc: Ed Lawson ; 'mpecoy@mcgrathlawfirm.com'
Subject: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

Good morning Mr. Brittain,

Your case is first up on the Common Pleas Jury Roster for next week. Judge John would like to know the status of your case, if you have any matters the court needs to take up before trial begins, and an estimate of how long the trial will last. You will need to have a printed witness list and proposed voir dire to hand up to Judge John on Monday morning. Please let me know if you need any further information, and I look forward to hearing from you.

LAW OFFICES OF J. DAVID DuRANT AND ASSOCIATES, P.A. *Exh 11*
ATTORNEYS AT LAW

N. DAVID DuRANT, SR.
NORWOOD D. DuRANT, JR.
L. JAMES PURVIS, JR.

SURFSIDE BEACH, SOUTH CAROLINA OFFICE:
1801 GLENNS BAY ROAD
POST OFFICE BOX 14722
SURFSIDE BEACH, SOUTH CAROLINA 29587

TELEPHONE: (843) 650-7800
LITIGATION FAX: (843) 650-8090
REAL ESTATE FAX: (843) 650-8077
LITIGATION E-MAIL: litigation@lawofficesofdurant.com
REAL ESTATE E-MAIL: durantre@lawofficesofdurant.com
PROBATE E-MAIL: cjudge@lawofficesofdurant.com
FAMILY/CRIMINAL: ljpurvis@lawofficesofdurant.com

May 12, 2015

Via Email Only to: LGangi@thompsonlaw.com

Linda Weeks Gangi, Esquire
Thompson & Henry, PA
P.O. Box 1740
Conway, SC 29528

RE: Oak Forest HOA, Inc. v. David Earley, et al.
Case No: 2014-CP-26-5247

Dear Linda:

Pursuant to your correspondence dated May 5, 2015 in connection with the above captioned action, please allow this correspondence to serve as my client's response and settlement demand to Mr. Dennison as follows:

1. Mr. Dennison pay to the HOA the amount of \$4,581.25 as Mr. Dennison's portion of the outstanding dues (\$413.72) as well as his portion of attorney's fees and costs incurred to date (\$4,167.53);
2. Mr. Dennison must write a statement admitting that he was the author of the letter and the website and apologize to the Oak Forest Community for subjecting the owners to this action. Additionally, he must agree that the Oak Forest HOA is a legal operating business and he will **NOT UNDER ANY CIRCUMSTANCES** spread rumors about the HOA, nor any of its Board Members, past or present, and agree not to participate in any such actions against the HOA and its interests in the future; and
3. Mr. Dennison must write an anonymous letter to be mailed to the Oak Forest Community like the letter he previously sent (See copy of the letter attached hereto) admitting that he mislead and was wrong about the statements he was making regarding the community. The purpose of this letter is to try and repair the damage to the community which Mr. Dennison caused.

Please communicate this offer to your client and contact me by June 1, 2015 to accept or reject this offer of settlement.



Oak Forest Homeowner's Association Inc.

Post Office Box 30475, Myrtle Beach, SC 29588

(November 9, 2015)

Letter From The President of the Board

A quick note of follow up to the members of Oak Forest HOA.

Just a quick update on the legal battle we are in. The battle continues, but nears completion.

It is unfortunate that it has come down to legal actions but as we said before we feel we had no choice. We simply could not stand by as others, for their own petty selfish reasons, seek to harm our neighborhood. We have proven that every claim that they made was a lie and now they see that they are being held liable.

I again vow that all the responsible parties will be held accountable for their actions, and we will not stop till we have collected every penny spent on legal fees. The longer these people hold out and refuse to settle, the more we have to spend in legal fees, the more they will have to pay. The Board has no desire to take someone's home from them, but I promise you we will do whatever we have to.

Just so there is no misunderstanding Oak forest is still enforcing all our Bylaws. Our Towing policy is still being enforced. Tow trucks do still patrol our neighborhood and anyone, homeowner or renter or visitors, that parks in the roadway between 11:00 pm and 6:00 am (constituting overnight) will be towed.

Also, parking on the grass, is also not allowed. Parking on the grass still results in a fine. Our grass cutting policy IS still being enforced. And as leaves begin to fall we will come down hard on people who do not rake their leaves. We go around and look and send out letters. I make my rounds after every weekend, so homeowners have that weekend to get the grass cut. Other Board members walk around during the week.

The goal of the HOA is not to be a bunch of control freaks. As with any of our rules, exceptions can be made.

But you do have to tell us that an exception is needed. Too many people misunderstand the HOA's policy on this so I thought we should clarify so that there is no confusion.

We can't just magically know when you need an exception to one of our bylaws or enforcement policies, and if you do not call us and make the request, and you find yourself fined because you broke the bylaw. Then do not come to the Board members expecting that we will make an exception 'after the fact' and wave the fines.

It can not be done that way. We voted over a year ago to stop waving fines. We must stick to our decisions.

We are willing to **work with anyone** who is willing to **work with us**. Your part in that is notifying us that you have the need. And IF you do get a letter from the Board or a fine just how you respond will go a long way towards getting any leniency from the Board.

Nor, by the way, is our goal to find new opportunities to fine our homeowners money!

I deplore the need to fine anyone. That is why I send letters like this. To plead with our homeowners not to force our hands.

We in no way make light of any problems or circumstances our Homeowners find in their lives. We acknowledge and respect them. We respect the fact that it is YOUR Property. Many times, after sharing with us the details of the circumstances our homeowners find themselves in we have made exceptions. (in fact I have cut more than one lawn myself for them when the need existed).

But the circumstances you find yourself in can not be considered if you don't tell us about them. We are not being 'Uncaring' because we will not wave a fine after the fact. The fact is we cant keep waving fines. Too many people have taken advantage of that.

If we had been informed, prior to, a violation and a subsequent letter being sent and fines applied and what-have-you, then no letter would have been sent to begin with. The waving of fines already applied creates an accounting nightmare for our management company and ends up costing us extra. Be reasonable after all; If the HOA incurs extra cost to place a fine and mail a letter, *that could have been avoided* if you had done your part, then you cant really expect the HOA to keep eating this cost. Even if we wave a fine, it still cost us extra to apply the fine to begin with. Do you see my point?

There is a right way and a wrong way to do everything. So please work with us so we can help you if the need exists.

The new sign we want at our front entrance; I really thought that we would have this done by now. But here we are still waiting on approval for the EXACT LOCATION where it can go up there, so that we can apply for the permits. Everything else is ready.

Lastly, we have a new meeting place. One of our Homeowners has been gracious enough to offer the use of his meeting room at the LITUS, 21st Avenue Professional Center.

The address is;

1551 21st avenue N

Suite 15

Myrtle Beach, SC 29577

The meeting, as always, is held on the 3rd Wednesday of each Month at 7:00pm. We hope to see you there.

Ballots will go out with the minutes from that meeting for the election of officers in January at the **Annual Meeting**. (many times the December meeting is canceled due to so many people being out of town around that time. If anyone wishes a copy of the **financial statement**, that will be at the meeting also. If you cant attend the meeting and wish a copy anyway then please contact me and give me an email address. If you want a hard copy mailed to you please remember that this cost us extra so please understand that there **will be** a fee for mailing that to you. Just let me know and I'll add you to the list.

Thanks to you all in advance

Daniel Watson

President

293-0707

THOMPSON & HENRY, P.A.
ATTORNEYS AT LAW
1300 SECOND AVENUE, THIRD FLOOR
POST OFFICE BOX 1740
CONWAY, SOUTH CAROLINA 29528

LINDA WEEKS GANGI
lgangi@thompsonlaw.com

TELEPHONE
(843) 248-5741
FAX
(843) 248-5112

THIS LETTER IS SUBJECT TO RULE 408 OF THE SOUTH CAROLINA RULES OF EVIDENCE AS IT CONSTITUTES SETTLEMENT NEGOTIATIONS AND IS INADMISSIBLE FOR ANY PURPOSE IN ANY LEGAL PROCEEDING.

June 17, 2015

ddurant@lawofficesofdurant.com
N. David DuRant, Esq.
Law Offices of N. David DuRant
and Associates, P.A.
Post Office Box 14722
Surfside Beach, SC 29587-4722

Re: *Oak Forest Homeowners Association, Inc. vs. David Earley, Paul M. Dennison, Jeffrey Thomas, Lorinda Thomas, Kevin R. Lundgren, Ryan M. Lundgren, Stephen H. Peck, and Community Management Group, LLC*
Civil Action No.: 2014-CP-26-5247
Claim No.: 40-544K-638
Date of Loss: June 6, 2014
SF Ins: Paul Dennison
Claim Rep: Carol Hollinger

Dear David:

My client, Paul Dennison, would propose the following settlement:

1. The HOA recognize that my client's property is not part of the Oak Forest Homeowners Association;
2. That my client no longer be billed by the HOA and any alleged outstanding balance be erased or deleted;
3. That the HOA take no future action against Mr. Dennison.

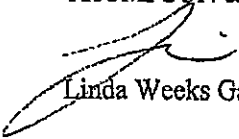
Please let me know if we can resolve this matter in that fashion.

N. David Durant, Esq.
June 17, 2015
Page 2

With kindest personal regards, I remain

Yours very truly,

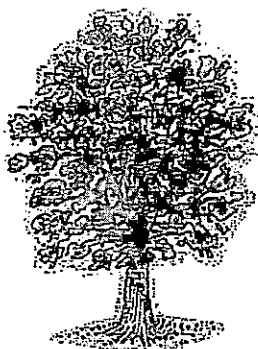
THOMPSON & HENRY, P.A.


Linda Weeks Gangi

LWG/avs
pc: Paul Dennison
Carol Hollinger

THOMPSON & HENRY, P.A.

Exh LL



Oak Forest Homeowner's Association Inc.

Post Office Box 30475, Myrtle Beach, SC 29588

(August 19, 2015)

Attention! Very important. Please read this!

The regularly scheduled Monthly meeting was NOT held, as many of you no doubt noticed the place where we were meeting has been permanently closed. We didn't see that coming. We missed the July Meeting because of this little surprise. And we did not have another place found by the time the August meeting came around and that is on me. Now I am happy to announce that we have rectified that. Our next meeting will be held in a room yet to be assigned, at The Father's House out on the frontage road.

Business to be discussed:

1. We will update everyone on the Court Case against those who took it upon themselves to tell the good people of Oak Forest lies about your HOA and encouraged Homeowners not to pay their dues. It has been a slow process waiting on the court system, but we have exposed all the things they told people to be nothing more than lies.

For example; They claimed that our HOA had been dissolved. This was a Lie. They introduced a document that was filed by a company out of Charleston, who readily admitted that they had filed the request for disillusionment by mistake. That they had intended to close a property in Charleston with a similar name.

[It was an obvious farce since on the Disillusionment document that they produced it said on the document that it was voted on by the HOA Board in 2010, but since I have been President of the HOA since 2006, I think I would know if we had voted on something stupid like that.]

But even after the people who filed said document came forward and admitted their mistake, and even though we were successful in getting the State to reinstitute our Original Articles of Incorporation, these people who had been lying to you still refused to admit their mistake and kept encouraging people NOT to pay their dues. Many of you have paid late fees as a result of their telling you these things. We on the Board are truly sorry that some of you were duped, made a choice to believe their lies, and ended up paying a price for that choice. But still others of you knew better than to fall for their lies and stayed faithful.

Further these individuals told everyone in Phase three that they were not members of our HOA. They encouraged them not to pay their dues. They told these homeowners that they did not have to follow our Bylaws.

Now this lie ended up costing some of our Homeowners well over \$3,000.00 (and climbing).

Even after we produced the Supplementary Covenants and Restrictions filed by the developers Steel Town Developing, a document that can be readily viewed on our website, they continued spreading their lies.

The HOA is having to send several of these homeowners accounts to a collections attorney as a result. I believe that these homeowners would be well within their rights to seek legal restitution against those who lied to them and cost them so much.

I would not want to be one of those who spread those lies in the near future. But neither can I honestly say that I don't think that they will deserve whatever they get.

As that case draws to a close we have many other things to discuss for our future.

2. Your HOA really needs your help this year. Though technically this year the positions of President and Treasurer are up for reelection, this year we also need to ask for a volunteer to fill the vacated position of HOA Secretary. Our last Secretary announced her resignation half way through her term and had to move. The Board is actively searching for a volunteer to fill this position interim. The position of Secretary requires you to take notes at the monthly and Annual meetings. To type them up on a laptop provided by the HOA. And to share in the mailing out of letters to Homeowners as needed. A volunteer just needs show up at our next meeting on September 16th.

Up for re-election this year is the position of President.

I can best describe this position this way:

When I took over as Board President in 2006 I was determined to change the way that the HOA Board Officers were being viewed and treated. In order to do that we had to do things differently than past Boards had done things in the past. Not because we thought of ourselves as better but because we wanted to be viewed differently. And I know from experience that if you want different results then you don't do things the same way you used to.

Now, not everyone agrees with my approach, and I'm okay with that. Just because someone else's approach might be different than mine does not mean that either approach is wrong. Just that their views are different than mine, and I believe they are entitled to their views too.

We changed the way WE viewed the positions by changing the way we view our own roles in the performance of those positions.

For example, I may be called a President but I don't see myself as in a position of authority, but in a position of service. Nor do I see myself as having any more influence in our HOA than any other Board member. And no one *asked* me to be their President, I *volunteered*.

I am here to serve every one of our homeowners. I am here to serve Oak Forest and help make it a better place for us all.

I am here to be a neighbor first, a Board member second. I'm not here to walk around and enforce rules. I do not believe that is what a Board member *should* focus on.

Yes, we have to enforce the rules. The president was never intended to be the Enforcer, enforcing the rules all by his self. I still make tough decisions, I still have to get contractors to make needed repairs. But I see the position as more of a Facilitator who *also* has to enforce rules.

Also up for reelection is the Position of Treasurer.

The responsibilities of the Holder of this position is also not characteristic of the position as stated in the Bylaws. Since we have Cedar Management hired to collect our dues and keep track of our finances. Then this leaves the holder of this position available to assist in the enforcement of our rules. We all split the responsibilities of going through our neighborhood and communicating with our fellow Homeowners. They may also assist in compiling a list of those who need to get letters.

We will be accepting Nominations for both of these positions at this meeting.

3. Our new sign at our Front Entrance is almost ready to go.

4. New Collection Lawyer. We have selected a new collections lawyer. After we sign the documents with this new lawyer we will be sending several large accounts their way.

Next HOA Meeting--September 16, 2015

It will be held at the Fathers House

Thank You for your time,
HOA President Daniel Watson
843-293-0707

Exh mm



Oak Forest Homeowners Association
 Care of Cedar Management Group
 P.O. Box 26844
 Charlotte, NC 28221
 Toll Free: 877-25CEDAR
 E-mail: support@mycmg.com

Paul M. Dennison
 2436 Morlynn Drive
 Myrtle Beach SC 29577

Statement of Account

Billing Date:

From 01/01/2014 to 12/31/2014

Account no: 184.10

Unit #: LT184

2436 Morlynn Drive

Date	Description	Dr/Charge	Cr/Payment	Balance
01/01/2014	Beginning balance			0.00
01/01/2014	Common charges - January 2014, February 2014, March 2014	60.00		60.00
01/13/2014	Received by ch. 1173. Thank you		60.00	0.00
03/18/2014	Fines for Fence placement without an approved ARC	150.00		150.00
04/01/2014	Common charges - April 2014, May 2014, June 2014	60.00		210.00
05/03/2014	Late payment fees	2.00		212.00
06/06/2014	Late payment fees	2.00		214.00
07/01/2014	Common charges - July 2014, August 2014, September 2014	60.00		274.00
07/10/2014	Late payment fees	2.00		276.00
08/01/2014	Interest at 10.00%	2.41		278.41
10/01/2014	Common charges - October 2014, November 2014, December 2014	60.00		338.41
11/03/2014	Interest at 10.00%	3.13		341.54

Cut Here

Billed to:

Paul M. Dennison
 2436 Morlynn Drive
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association
 Care of Cedar Management Group
 P.O. Box 26844
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

Payments for the 3rd Quarter Assessments are due by July 1, 2015. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC.. Any payments received after July 31st will be subject to monthly interest fee. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month. For assistance regarding your association, please visit www.mycmg.com and click on the "Click to Chat" link.

Balance Due: 344.30

Write the amount paid:

Return this part with your payment



Oak Forest Homeowners Association
 Care of Cedar Management Group
 P.O. Box 26844
 Charlotte, NC 28221
 Toll Free: 877-25CEDAR
 E-mail: support@mycmg.com
 12/03/2014 Interest at 10.00%

Statement of Account

Billing Date:

From 01/01/2014 to 12/31/2014

2.76

344.30

Cut Here

Billed to:

Paul M. Dennison
 2436 Morlynn Drive
 Myrtle Beach SC 29577

Return to:

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 P.O. Box 26844
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

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Balance Due: 344.30

Write the amount paid:

Return this part with your payment.



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 Charlotte, NC 28221
 Toll Free: 877-25CEDAR
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Statement of Account

Paul M. Dennison
 2436 Morlynn Drive
 Myrtle Beach SC 29577

Account no: 184.10

Unit #: LT184

2436 Morlynn Drive

Date	Description	Dr/Charge	Cr/Payment	Balance
01/01/2015	Beginning balance			344.30
01/01/2015	Common charges - January 2015, February 2015, March 2015	60.00		404.30
01/05/2015	Interest at 10.00%	3.12		407.42
02/04/2015	Interest at 10.00%	3.26		410.68
03/04/2015	Interest at 10.00%	3.04		413.72
04/01/2015	Common charges - April 2015, May 2015, June 2015	60.00		473.72
04/03/2015	Interest at 10.00%	3.30		477.02
04/10/2015	Settlement amount on legal case with HOA	1,184.08		1,661.10
05/04/2015	Interest at 10.00%	11.98		1,673.08
06/04/2015	Interest at 10.00%	14.00		1,687.08
07/01/2015	Common charges - July 2015, August 2015, September 2015	60.00		1,747.08
07/09/2015	Interest at 10.00%	12.68		1,759.76

Cut Here

Billed to:

Paul M. Dennison
 2436 Morlynn Drive
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association
 Care of Cedar Management Group
 P.O. Box 26844
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

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Balance Due: 1 893.37

Write the amount paid:

Return this part with your payment.



Oak Forest Homeowners Association
 Care of Cedar Management Group
 P.O. Box 26844
 Charlotte, NC 28221
 Toll Free: 877-25CEDAR
 E-mail: support@mycmg.com

Statement of Account

08/05/2015	Interest at 10.00%	15.91	1,775.67
09/03/2015	Interest at 10.00%	13.57	1,789.24
10/01/2015	Common charges - October 2015, November 2015, December 2015	60.00	1,849.24
10/02/2015	Interest at 10.00%	13.60	1,862.84
11/04/2015	Interest at 10.00%	15.99	1,878.83
12/05/2015	Interest at 10.00%	14.54	1,893.37

— Cut Here —

Billed to:

Paul M. Dennison
 2436 Morlynn Drive
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association
 Care of Cedar Management Group
 P.O. Box 26844
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

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Balance Due: 1 893.37

Write the amount paid:

Return this part with your payment.



Oak Forest Homeowners Association
 Care of Cedar Management Group
 P.O. Box 26844
 Charlotte, NC 28221
 Toll Free: 877-25CEDAR
 E-mail: support@mycmg.com

Statement of Account

Paul M. Dennison
 2436 Morlynn Drive
 Myrtle Beach SC 29577

Account no: 184.10

Unit # LT184

2436 Morlynn Drive

Date	Description	Dy/Charge	Cy/Payment	Balance
01/01/2016	Beginning balance			1,893.37
01/01/2016	Common charges - January 2016, February 2016, March 2016	60.00		1,953.37
01/11/2016	Interest at 10.00%	18.59		1,971.96
02/09/2016	Interest at 10.00%	14.53		1,986.49
03/04/2016	Interest at 10.00%	12.02		1,998.51
04/01/2016	Common charges - April 2016, May 2016, June 2016	60.00		2,058.51
04/04/2016	Interest at 10.00%	15.59		2,074.10
06/03/2016	Interest at 10.00%	17.59		2,091.69
07/01/2016	Common charges - July 2016, August 2016, September 2016	60.00		2,151.69
07/06/2016	Interest at .0083	17.73		2,169.42

Current
attorney
fees

+1499.59

\$ 3669.01

valid through 8/31

Cut Here
 Billed to:

Paul M. Dennison
 2436 Morlynn Drive
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association
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 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

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Balance Due: 2,169.42

Write the amount paid:

Return this part with your payment

Exh NN

76.20 Novem Select Holdings, LLC - Unit LT076 2733 Temperance Drive Age Verification Form Received Lee- Received message from this new homeowner. This property was sold back in April. Can you please research the deed and update. A welcome kit needs to be issued. Thank you! ?Regards, Tiffany Barfield Agent Community Support	Email Sent 06-10-2014 Added by: Tiffany Barfield Duration: 5
76.20 Novem Select Holdings, LLC - Unit LT076 2733 Temperance Drive Call Back CALLER : Carla Polini PHONE : (203)927-2013 COMMUNITY : Oak Forest ADDRESS : 2733 Temperance Drive MESSAGE : I need to speak with someone about my HOA.	Phone Call Made 06-10-2014 Added by: Tiffany Barfield Duration: 5
Called homeowner. Account needs to be transferred to new owner's name. Advised that I will forward to legal. -TCB	
29.00 Adam Franks - Unit LT029 2736 Temperance Drive Phone Call Homeowner called to inquire if he is able to pay his HOA dues annually instead of quarterly. I advised homeowner that he would be able to pay the balance in advance and the credit will remain on the account. MF	Phone Call Received 06-05-2014 Added by: Melinda Fambro Duration: 5
11.20 John & Carmelina Lemieux - Unit LT011 2840 Temperance Drive Sent copy of HUD stmt. Received the HUD stmt from Lee which I have forwarded to the Board.	Email Sent 06-05-2014 Added by: Madeleine Logar Duration: 1
184.10 Paul M. Dennison - Unit LT184 2436 Morlynn Drive Advisement from board to stop fines Daniel Watson Jun 3 (2 days ago) to Madeleine Also, the fine imposed on 2436 Morlynn can be removed, he FINALLY sent in the required paperwork	Email Received 06-05-2014 Added by: Madeleine Logar Duration: 1
11.20 John & Carmelina Lemieux - Unit LT011 2840 Temperance Drive Reply to board re. unit sale	Email Sent 06-03-2014 Added by: Madeleine Logar Duration: 1

Received the following email from Gayle along with a copy of the letter being sent out to the homeowner on 4/9/14:

oakforesthoasecretary@sc.rr.com
Apr 5 (2 days ago)

to Captzug, Lolo58, zipgolf, mlogan
Mr. President and Madame Vice President,

Attached please find the letter that will be mailed/emailed to the owner of 2423 Moriynn Dr. on April 9, 2014 and
I will follow up with a call to Madeleine to be sure that the fine is applied on that day should this violation remain addressed.

In addition, Zippy and I will be walking the neighborhood on Tuesday, April 8, 2014 to make note of homes that need to be washed/grass cut etc. so that I can send letters on April 9, 2014. We will be walking again on the 19th to determine if the violations have been addressed, if not a fine letter will be sent. Again, I will follow up with Madeleine.

It is my intention to send letters once per month, of course should an issue arise it can be addressed case by case.

53.10 Charles B. Smith - Unit LT053

Letter Sent

04-03-2014

Added by: Naresha Mobley

Letter Sent

I mailed out homeowner statement.

Duration: 3

53.10 Charles B. Smith - Unit LT053

Phone Call Received

04-03-2014

Added by: Naresha Mobley

Phone Call

Homeowner states that he has misplaced his statement and is requesting a new statement. He also wanted to know how many days is his grace period. I advise homeowner that his balance is \$60.00. Homeowner requested that his statement be mailed out to him. I advised that his grace period is 31 days. NM

Duration: 6

173.10 Suzanne Kallil - Unit LT173

Phone Call Received

04-03-2014

Added by: Naresha Mobley

Phone Call

Homeowner wanted to know her balance and that she will be making a payment newt week. She states that she was not aware of the 2.00 late fee. NM

Duration: 6

184.10 Paul M. Dennison - Unit LT184

Email Received

04-02-2014

Added by: Madeleine Logar

Letter to owner fr BOD re. fence violation

Received an email from Gayle with a copy of the letter she sent to the homeowner re. the fence violation

Duration: 3

Dear Daniel,

Attached please find the letter sent to Mr. Dennison today regarding his fence violation. As per our discussion the fine will be waived when he submits the drawing and dimensions in writing. I have also enclosed a copy of the Contact Sheet from Cedar Management as they do not have one on file.

Please let me know if I can be of further assistance.

Thank you.

Sincerely,

Gayle

Subject: Oak Forest v. David Earley, et al.
From: Lynn Jordan (litigation@lawofficesofdurant.com)
To: jsandefur@grandstrandattorneys.com; WLawson@TurnerPadget.com; BJones@TurnerPadget.com;
mpecoy@mcgrathlawfirm.com;
Cc: ddurant@lawofficesofdurant.com; pauldennison2003@yahoo.com;
Date: Thursday, August 4, 2016 4:21 PM

Attached hereto please find a clocked copy of the Stipulation of Dismissal for all Defendants excepting Paul Dennison, who is still a party to this action. Thanks & have a great day! J

J. Lynn Jordan

Litigation Paralegal to N. David DuRant, Esquire

Family Court Paralegal to L. James Purvis, Jr., Esquire

Law Offices of N. David DuRant and Associates, P.A.

1801 Glenns Bay Road (29575)

P.O. Box 14722 (29587)

Surfside Beach, SC

(Ph) 843-650-7800

(Fax) 843-650-8090

If there is an attachment to this email & you were unable to open it, please respond immediately so that alternate arrangements may be made for proper delivery. Thank you & have a super-blessed day.

Attachments

- Stipulation of Dismissal-All but Dennison.pdf (45.13KB)

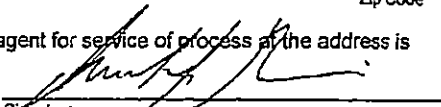
SEP 04 2014

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

APPLICATION FOR A CERTIFICATE OF AUTHORITY
BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is Cedar Management Group, LLC
2. The name of the State or Country under whose law the company is organized is North Carolina
3. The street address of the Limited Liability Company's principal office is
9500 Statesville Road
Street Address
Charlotte NC 28269
City State Zip Code
4. The address of the Limited Liability Company's current designated office in South Carolina is
1320 Main Street, Suite 325
Street Address
Columbia SC 29201
City State Zip Code
5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is
1320 Main Street, Suite 325
Street Address
Columbia SC 29201
City State Zip Code
 and the name of the Limited Liability Company's agent for service of process at the address is
Paul A. Greiner
Name 
Signature
6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified _____

140711-0136 FILED: 07/07/2014
CEDAR MANAGEMENT GROUP, LLC
Filing Fee: \$110.00 ORIG

Mark Hammond

South Carolina Secretary of State

Cedar Management Group, LLCName of Limited Liability Company

7. ☒ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. Paul A. GreinerName9500 Statesville RoadBusiness AddressCharlotte NC 28269CityStateZip Codeb. Michael C. MinnixName9500 Statesville RoadBusiness AddressCharlotte NC 28269CityStateZip Code

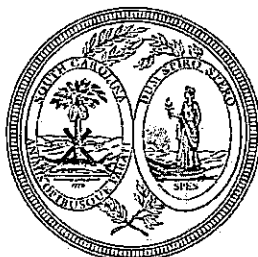
8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date 05-26-2014SignaturePaul A. Greiner / ManagerNameCapacityFILING INSTRUCTIONS

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
1205 Pendleton Street, Suite 525
Columbia, SC 29201

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

CEDAR MANAGEMENT GROUP, LLC, A Limited Liability Company duly organized under the laws of the State of NORTH CAROLINA, and issued a certificate of authority to transact business in South Carolina on July 7th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
3rd day of September, 2014.


Mark Hammond, Secretary of State

exh QQ

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
	)	CIVIL ACTION NO.: 2014-CP-26-5247
OAK FOREST HOMEOWNERS ASSOCIATION, INC.,	)	
Plaintiff,	)	
vs.	)	PLAINTIFFS' ANSWERS TO FIRST FOR
	)	REQUEST PRODUCTION OF DOCUMENTS
DAVID EARLEY, PAUL	)	BY PAUL M. DENNISON
M. DENNISON, JEFFREY	)	
THOMAS, LORINDA THOMAS,	)	
KEVIN R. LUNDGREN, RYAN	)	
M. LUNDGREN, STEPHEN H.	)	
PECK, AND COMMUNITY	)	
MANAGEMENT GROUP, LLC,	)	
Defendants.	)	

TO LINDA WEEKS GANGI, ATTORNEY FOR DEFENDANT, PAUL M. DENNISON, ABOVE NAMED:

The Plaintiff, by and through their attorney, would answer the First Request for Production of Documents by Paul M. Dennison as follows:

1. Clear and legible copies of all Covenants, Restrictions, and By-Laws governing Oak Forest Homeowners Association and any Amendments thereto.

RESPONSE: See attached copy of Covenants, Restrictions, and By-Laws governing Oak Forest Homeowners Association.

2. Clear and legible copies of all Minutes of the Board of Directors meetings for Oak Forest Homeowners Association from January 1, 2004, to the present.

RESPONSE: See attached CD of Minutes of the Board of Directors meetings for Oak Forest Homeowners Association from 2010 through present. From 2004 through 2006, the Association did not keep records. Mr. Watson took over as property manager in 2007 and thereafter, the computer system crashed and records were lost through 2009. Therefore, from 2010 through present are the only records which are in Plaintiff's possession.

3. Clear and legible copies of all Minutes of any Homeowners Association meetings for Oak Forest Homeowners Association from January 1, 2004, to the present.

RESPONSE: See attached CD of Minutes of the meetings of the Homeowners Association for Oak Forest Homeowners Association from 2010 through present. From 2004 through 2006, the Association did not keep records. Mr. Watson took over as property manager in 2007 and thereafter, the computer system crashed and records were lost through 2009. Therefore, from 2010 through present are the only records which are in Plaintiff's possession.

4. Clear and legible copies of all notices of any Homeowners Association meeting whether a regular meeting or a special meeting for Oak Forest Homeowners Association from January 1, 2004, to the present.

RESPONSE: See attached CD of notices of Homeowners Association meeting whether a regular meeting or a special meeting for Oak Forest Homeowners Association from 2010 through present. From 2004 through 2006, the Association did not keep records. Mr. Watson took over as property manager in 2007 and thereafter, the computer system crashed and records were lost through 2009. Therefore, from 2010 through present are the only records which are in Plaintiff's possession.

5. Clear and legible copies of all notices of any Board of Directors meeting whether a regular meeting or a special meeting for Oak Forest Homeowners Association from January 1, 2004, to the present.

RESPONSE: See attached CD of notices of Board of Directors meeting whether a regular meeting or a special meeting for Oak Forest Homeowners Association from 2010 through present. From 2004 through 2006, the Association did not keep records. Mr. Watson took over as property manager in 2007 and thereafter, the computer system crashed and records were lost through 2009. Therefore, from 2010 through present are the only records which are in Plaintiff's possession.

6. Clear and legible copies of all financial records of Oak Forest Homeowners Association from January 1, 2004, to the present.

RESPONSE: See attached CD of financial records for Oak Forest Homeowners Association from 2010 through present. From 2004 through 2006, the Association did not keep records. Mr. Watson took over as property manager in 2007 and thereafter, the computer system crashed and records were lost through 2009. Therefore, from 2010 through present are the only records which are in Plaintiff's possession.

7. Clear and legible copies of all corporate documents for Oak Forest Homeowners Association from its inception to the present.

RESPONSE: See Response to Interrogatory No. 1.

8. Clear and legible copies of any documents concerning the blog entitled www.oakforestnews.blogspot.com including any postings on the blog or documents attached to the blog.

RESPONSE: See attached copy of the blog posting dated June 28, 2014 at 8:19 a.m.

LAW OFFICES OF N. DAVID DuRANT
AND ASSOCIATES, P.A.


N. David DuRant, Esquire (SCB# 1803)
Post Office Box 14722
Surfside Beach, South Carolina 29587
Telephone: (843) 650-7800
Facsimile: (843) 650-8090
Email: ddurant@lawofficesofdurant.com
ATTORNEY FOR PLAINTIFF

January 6, 2015

exh RR



Atlanta Operations Center
11350 Johns Creek Parkway
Duluth, Georgia 30098-0001

July 06, 2015

DENNISON, PAUL
2436 MORLYNN DR
MYRTLE BEACH SC 29577-1626

NON-RENEWAL NOTICE

RE: Policy Number: 40-BS-X894-7 09
Policy Type: Homeowners Policy
Location: 2436 Morlynn Dr
Myrtle Beach SC 29577-1626
EXPIRATION DATE: September 11, 2015 12:01 AM

Dear Policyholder:

Thank you for allowing us to provide your Homeowners insurance under this policy. We are sorry that we cannot continue this insurance. Therefore, your policy will not be renewed, in accordance with the terms and conditions of your policy and the laws of your state, as of September 11, 2015.

This insurance coverage is no longer acceptable to State Farm Fire and Casualty Company due to insufficient underwriting information. Also in addition your loss history, including:

DATE OF LOSS	TYPE OF LOSS	AMOUNT OF LOSS
06-06-2014	LIABILITY LOSS	\$0.00

We are notifying the mortgagee(s) and/or additional interest(s) listed below of our action. Because their letter is only a notice of cancellation, it will not disclose the above reason for our decision.

U S Bank National Association

Other insurance may be available through another insurer. Please see another licensed South Carolina insurance agent for details. The Department of Insurance can provide you with a buyer's guide regarding insurance availability. To obtain a copy, call the Department toll free at 1-800-768-3467 or write to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105. The main office is located at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201.

DENNISON, PAUL
40-BS-X894-7
July 06, 2015
Page 2 of 2

If you have other questions or concerns regarding this action, please contact your State Farm® Agent, Jay Jefferson.

For your protection, you are urged to obtain other insurance to prevent any lapse in coverage.

Sincerely,

Personal Lines Fire Underwriting
State Farm Fire and Casualty Company

IMPORTANT NOTICE: Within thirty days of receiving this notice, you or your attorney may request in writing that the director (South Carolina Department of Insurance) review this action to determine whether the insurer has complied with South Carolina laws with cancelling or non-renewing your policy. If the insurer has failed to comply with the cancellation or non-renewal laws, the director may require that your policy be reinstated. However, the director is prohibited from making underwriting judgments. If this insurer has complied with the cancellation or non-renewal laws, the director does not have the authority to overturn this action.

CC: Jay Jefferson 2107 SC
Sc - Columbia FA35 SC

Christina Van Eeden

From: HOME SYS-FIRE-LTW
Sent: Thursday, August 20, 2015 2:06 PM
To: Jay Jefferson
Subject: DENNISON

August 21, 2015

DENNISON, PAUL
2436 MORLYNN DR
MYRTLE BEACH SC 29577-1626

RE: Homeowners Policy
Policy No.: 40-BS-X894-7
Location: 2436 Morlynn Dr
Myrtle Beach SC
29577-1626

Year Issued: 2013

Dear Policyholder:

The following are the losses as recorded on this policy.

CLAIM NO.	DATE	CAUSE	AMOUNT
40544K638	06-06-14	08 PD LIABILITY	OPEN

Thank you for allowing State Farm® to service your insurance needs.

Sincerely,

Personal Lines Underwriting
State Farm Fire and Casualty Company

cc. Jay Jefferson, 2107

*Date Ordered: 03 / 30 / 2016

Expires On: 04/28/2016

C.L.U.E. PROPERTY CLAIMS REPORT

Reference #: 16090201204573 Date of Order: 03 / 30 / 2016
 Account: 503285 LEXISNEXIS Date of Receipt: 03 / 30 / 2016
 Recap: RISK - 1 CLAIM(S) REPORTED
 SUBJECT - 1 CLAIM(S) REPORTED

SEARCH REQUEST

Subject Name: PAULDENNISON
 Date of Birth: 07 / XX / 19XX
 SSN: XXX-XX-XXXX
 Sex: U
 Address: 2436MORLYNN DR
 MYRTLE BEACH,
 SC29577-1626
 Former Address: 100SARMIENTO LN
 SUMMERVILLE,
 SC29483-8422
 Telephone #: (843) 294-0264

REPORTED CLAIM HISTORY FOR RISK

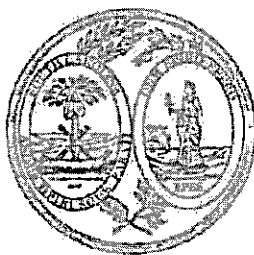
The loss history below is associated with the subject and risk address information listed in the Search Request section of this report. Additional loss history information may be available if additional search information is provided.

CLAIM 1

Claim Date/Age: 06 / 06 / 2014 (01yr - 09mo) CLUE File #: 1429750060000897
 Company: STATE FARM F&C SC AM BEST #: 88400
 Policy #: 2740BSX8947 Policy Type: HOMEOWNERS
 Claim #: 40544K638060614 Additional Info:
 Address: 2436MORLYNN DR
 MYRTLE BEACH,
 SC29577-1626
 Telephone: (843) 294-0264
 Mortgagee: U S BANK NATIONAL ASSOCIATION Loan #: 9902533608
 Insured: DENNISON, PAUL Claimant: ,
 Insured SSN: XXX-XX-XXXX Claimant SSN: --XXXX

PAYMENTS BY CLAIM TYPE

The State of South Carolina

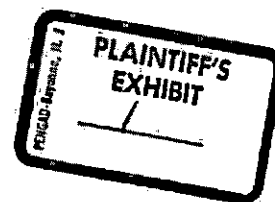


Office of Secretary of State Mark Hammond

Certificate of Existence, Nonprofit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

OAK FOREST HOMEOWNERS ASSOCIATION, INC.,
a nonprofit corporation duly organized under the laws of the State of South Carolina on June 13th, 1994, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.



Given under my Hand and the Great Seal
of the State of South Carolina this 15th day
of March, 2017

Mark Hammond
Mark Hammond, Secretary of State

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

OAK FOREST HOMEOWNERS ASSOCIATION, INC.**Corporate Information**

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 06/13/1994

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: CEDAR MANAGEMENT GROUP, LLC

Address: 1320 MAIN STREET SUITE 300
COLUMBIA, South Carolina 29201**Official Documents On File**

Filing Type	Filing Date
Change of Agent or Office	04/08/2016
Correction	07/01/2015
Dissolution	09/14/2010
Change of Agent or Office	08/01/2008
Reinstatement	05/21/1999
Reinstatement	03/10/1998
Incorporation	06/13/1994

For filing questions please contact us at 803-734-2158

Copyright © 2017 State of South Carolina



CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Mar 15 2017
REFERENCE ID: 1703151338371

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF CORRECTION
FOR A
NONPROFIT CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

The following information is submitted pursuant to Section 33-31-124 of the 1976 South Carolina Code of Laws, as amended:

1. Name of Corporation: OAK Forest Home Owners Association
Date incorporated or authorized to do business: June 13 1994
2. That on 9-1-2010 the corporation filed (fill out whichever is applicable):
 - a. ☐ The following described document:

 - b. ☒ The attached document (attach a copy of the document).
3. That this document was incorrect in the following manner:
Mr. Steve Peck nor Community Management Group has never represented OAK Forest HOA, Inc. Our Board did not know about nor approve the dissolution Mr. Peck admits he did this by mistake.
4. That the incorrect matters stated above in #3 should be revised as follows:
We want our original Articles of Incorporation Reinstated to the original date of June 13, 1994 dissolution of the existing Articles to coincide with the Reinstatement of the old.

Date 2/23/15

Daniel Watson
Signature

Daniel Watson President
Name and Capacity

160806-0079 FILED: 07/01/2015
OAK FOREST HOMEOWNERS ASSOCIATION, INC.
Filing Fee: \$10.00 ORIG

Mark Hammond

South Carolina Secretary of State



CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Mar 15 2017
*REFERENCE ID: A703151238371

Mark Hammond
Secretary of State

Exhibit E

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

MAY 12 2014

ARTICLES OF DISSOLUTION
FOR A
NONPROFIT CORPORATION

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to the provisions of Section 33-31-1404 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is: Oak Forest Homeowners Association, INC
- Date incorporated: 6/13/1994
2. The dissolution was authorized on: 9/1/2010
3. Choose one of the following by marking the appropriate box:
 - ☐ The resolution authorizing the dissolution was duly adopted by the members pursuant to Section 33-31-1402 of the 1976 South Carolina Code of Laws, as amended.
 - ☒ The resolution authorizing the dissolution was duly adopted by a majority of the Board of Directors, as approval by the members was not required (Section 33-31-1402(b) of the 1976 South Carolina Code of Laws, as amended.)
 - ☐ The resolution authorizing the dissolution was duly adopted by a majority of the incorporators pursuant to Section 33-31-1401 of the 1976 South Carolina Code of Laws, as amended.
4. If approval by the members was required, please provide the following information pursuant to Section 33-31-1404(a) (5) (i) and (ii) of the 1976 South Carolina Code of Laws, as amended.
 - (a) Designation (Classes of membership): _____
 - (b) Number of memberships outstanding: _____
 - (c) Number of votes entitled to be cast by each class entitled to vote separately on dissolution: _____
 - (d) Number of votes entitled to be cast by each class indisputably voting on dissolution: _____
 - (e) Complete one of the following as appropriate:
 - (i) Total number of votes cast for and against dissolution by each class entitled to vote separately: _____
 - (ii) Total number of undisputed votes cast for dissolution by each class which was sufficient for approval for that class: _____

100919-4223 FILED: 09/14/2014
OAK FOREST HOMEOWNERS ASSOCIATION, INC.

Filing Fee: \$10.00 ORIG



Mark Hammond, South Carolina Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Mar 15 2017

REFERENCE ID: 1703151238371

John B. [Signature]
[Illegible Title]

5. If approval by third person(s) other than the members, directors, or incorporators was required, such approval was obtained.
6. If a public benefit or religious corporation, notice to the Attorney General, required by Section 33-31-1403 of the 1976 South Carolina Code of Laws as amended, has been given.
7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is: _____

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

Date 01/2010

Oak Forest Homeowners Association, Inc.

[Signature]

[Signature]

[Signature]

[Signature]

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AFFIDAVIT AFFIRMING AUTHORITY TO EXECUTE ARTICLES OF DISSOLUTION FOR A NONPROFIT ORGANIZATION

Filed pursuant to South Carolina Code of Laws § 33-31-1402 (f)

I do solemnly swear or affirm, under penalty of perjury, that I have the authority, either in my own right or on behalf of the board or other entity or group, to execute articles of dissolution for Oak Forest Homeowners Association, Inc., a nonprofit organization.

Jerry Watson
Printed Name

Sworn to and subscribed before me

This 1st day of September, 2010.

Signature [Signature]

Notary Public of South Carolina

Date 9/1/10

My Commission Expires: 05-01-13

NOT A STATEMENT OF RECORDS LITIGATION ACT, 1994

Form Provided by South Carolina
Secretary of State, July 2010

COPY

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

Oak Forest Homeowners Association,
Inc.,)

Plaintiff(s),)

vs.)

David Earley, Paul M. Dennison, Jeffrey
Thomas, Lorinda Thomas, Kevin R.
Lundgren, Ryan M. Lundgren, Stephen
H. Peck, and Community Management
Group, LLC,)

Defendant(s).)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-26-5247STIPULATION OF DISMISSAL
WITH PREJUDICEFILED
HORRY COUNTY
2016 AUG -3 PM 3:27
MELANIE HUGGINS-WARD
CLERK OF COURT

The Plaintiff herein, through its undersigned attorney, does hereby give notice to the Court and the Defendants, David Earley, Jeffrey Thomas, Lorinda Thomas and Stephen H. Peck and Community Management Group, LLC, that the above entitled action has been settled between these Defendants only, and the Plaintiff is hereby dismissing its Amended Summons and Complaint in this action, filed on December 1, 2014, against these Defendants only, pursuant to Rule 41(a)(1) of the South Carolina Rules of Civil Procedure. The Defendants Kevin R. Lundgren and Ryan M. Lundgren were previously dismissed by a Stipulation of Dismissal filed with the court on June 19, 2015.

Said action is dismissed with prejudice and forever ended against Defendants David Earley, Jeffrey Thomas, Lorinda Thomas and Stephen H. Peck and Community Management Group, LLC. The Defendants Kevin R. Lundgren and Ryan M. Lundgren were previously dismissed by a Stipulation of Dismissal filed with the court on June 19, 2015.

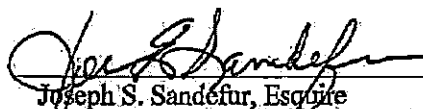


~~~~~Signatures to follow~~~~~

WE SO STIPULATE:



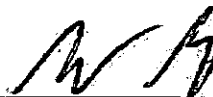
N. David DuRant, Esquire  
Law Offices of N. David DuRant and Assoc., PA  
P.O. Box 14722  
Surfside Beach, SC 29587  
Attorney for Plaintiff  
Dated: July 29, 2016



Joseph S. Sandefur, Esquire  
Parsons, Ouverson, Stark, Guest & Sandefur, PA  
P.O. Box 2850  
Murrells Inlet, SC 29576  
Attorney for David Earley  
Dated: July 29, 2016



William E. Lawson, Esquire  
Turner Padgett Graham & Laney, PA  
P.O. Box 2116  
Myrtle Beach, SC 29578  
Attorney for Jeffrey Thomas and Lorinda Thomas  
Dated: July 29, 2016



Matthew E. Pecoy, Esquire  
McGrath Law Firm, PA  
802 Johnnie Dodds Blvd.  
Mt. Pleasant, SC 29464  
Attorney for Stephen H. Peck & Community  
Management Group, LLC  
Dated: July 29, 2016



Oak Forest Homeowners Association  
Care of Cedar Management Group  
P.O. Box 26844  
Charlotte, NC 28221  
Toll Free: 877-25CEDAR  
E-mail: support@mycing.com

Paul M. Dennison  
2436 Morlynn Drive  
Myrtle Beach SC 29577

## Statement of Account

Billing Date:

From 01/01/2014 to 12/31/2014

|                    |
|--------------------|
| Account No: 184.10 |
| Unit #: LT184      |
| 2436 Morlynn Drive |

| Date       | Description                                                 | Dr./Credit | Balance |
|------------|-------------------------------------------------------------|------------|---------|
| 01/01/2014 | Beginning Balance                                           |            | 0.00    |
| 01/01/2014 | Common charges - January 2014, February 2014, March 2014    | 60.00      | 60.00   |
| 01/13/2014 | Received by ch. 1173. Thank you                             |            | 60.00   |
| 03/18/2014 | Fines for Fence placement without an approved ARC           | 150.00     | 150.00  |
| 04/01/2014 | Common charges - April 2014, May 2014, June 2014            | 60.00      | 210.00  |
| 05/03/2014 | Late payment fees                                           | 2.00       | 212.00  |
| 06/06/2014 | Late payment fees                                           | 2.00       | 214.00  |
| 07/01/2014 | Common charges - July 2014, August 2014, September 2014     | 60.00      | 274.00  |
| 07/10/2014 | Late payment fees                                           | 2.00       | 276.00  |
| 08/01/2014 | Interest at 10.00%                                          | 2.41       | 278.41  |
| 10/01/2014 | Common charges - October 2014, November 2014, December 2014 | 60.00      | 338.41  |
| 11/03/2014 | Interest at 10.00%                                          | 3.13       | 341.54  |

Cut Here  
Billed to:

Paul M. Dennison  
2436 Morlynn Drive  
Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
Care of Cedar Management Group  
P.O. Box 26844  
Charlotte, NC 28221



Account no: 184.10 Unit# LT184

Payments for the 3rd Quarter Assessments are due by July 1, 2015. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC.. Any payments received after July 31st will be subject to monthly interest fee. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month. For assistance regarding your association, please visit [www.mycing.com](http://www.mycing.com) and click on the "Click to Chat" link.

Balance Due: 344.30

Write the amount paid:

Return this part with your payment.



Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221  
 Toll Free: 877-25CEDAR  
 E-mail: support@mycmg.com  
 12/03/2014 Interest at 10.00%

## Statement of Account

Billing Date:

From 01/01/2014 to 12/31/2014

276

344.30

Cut Here  
 Billed to:

Paul M. Dennison  
 2436 Myrdam Drive  
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 18410 Unit# LT184

Payments for the 3rd Quarter Assessments are due by July 1, 2015. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC. Any payments received after July 31st will be subject to monthly interest fee. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month. For assistance regarding your association, please visit [www.mycmg.com](http://www.mycmg.com) and click on the "Click to Chat" link.

Balance Due:

344.30

Write the amount paid:

Return this part with your payment.



Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221  
 Toll Free: 877-25CEDAR  
 E-mail: support@mycmg.com

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

## Statement of Account

Account no: 18410  
 Unit# L1184  
 2436 Morlynn Drive

| Date       | Description                                              | Dr / Charge | Cr / Payment | Balance  |
|------------|----------------------------------------------------------|-------------|--------------|----------|
| 01/01/2015 | Beginning balance                                        |             |              | 344.30   |
| 01/01/2015 | Common charges - January 2015, February 2015, March 2015 | 60.00       |              | 404.30   |
| 01/05/2015 | Interest at 10.00%                                       | 3.12        |              | 407.42   |
| 02/04/2015 | Interest at 10.00%                                       | 3.26        |              | 410.68   |
| 03/04/2015 | Interest at 10.00%                                       | 3.04        |              | 413.72   |
| 04/01/2015 | Common charges - April 2015, May 2015, June 2015         | 60.00       |              | 473.72   |
| 04/03/2015 | Interest at 10.00%                                       | 3.30        |              | 477.02   |
| 04/10/2015 | Settlement amount on legal case with HOA                 | 1,184.08    |              | 1,661.10 |
| 05/04/2015 | Interest at 10.00%                                       | 11.98       |              | 1,673.08 |
| 06/04/2015 | Interest at 10.00%                                       | 14.00       |              | 1,687.08 |
| 07/01/2015 | Common charges - July 2015, August 2015, September 2015  | 60.00       |              | 1,747.08 |
| 07/09/2015 | Interest at 10.00%                                       | 12.68       |              | 1,759.76 |

Cut Here  
 Billed to:

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 18410 Unit# L1184

Payments for the 3rd Quarter Assessments are due July 1, 2016. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC. Any payments received after July 31st will be subject to monthly interest fees. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month. For assistance regarding your association, please visit [www.mycmg.com](http://www.mycmg.com) and click on the "Click to Chat" link.

Balance Due: 1,893.37

Write the amount paid:

Return this part with your payment.

## Statement of Account



Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221  
 Toll Free: 877-25CEDAR  
 E-mail: support@mycmg.com

|            |                                                             |       |          |
|------------|-------------------------------------------------------------|-------|----------|
| 08/05/2015 | Interest at 10.00%                                          | 15.91 | 1,775.67 |
| 09/03/2015 | Interest at 10.00%                                          | 13.57 | 1,789.24 |
| 10/01/2015 | Common charges - October 2015, November 2015, December 2015 | 60.00 | 1,849.24 |
| 10/02/2015 | Interest at 10.00%                                          | 13.60 | 1,862.84 |
| 11/04/2015 | Interest at 10.00%                                          | 15.99 | 1,878.83 |
| 12/05/2015 | Interest at 10.00%                                          | 14.54 | 1,893.37 |

On Here  
 Billed to:

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 18410 Unit # LT184

Payments for the 3rd Quarter Assessments are due July 1, 2016. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC. Any payments received after July 31st will be subject to monthly interest fees. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month. For assistance regarding your association, please visit [www.mycmg.com](http://www.mycmg.com) and click on the "Click to Chat" link.

Balance Due: 1,893.37

Write the amount paid:

*Return this part with your payment.*



Oak Forest Homeowners Association  
Care of Cedar Management Group  
P.O. Box 26844  
Charlotte, NC 28221  
Toll Free: 877-25CEDAR  
E-mail: support@mycmg.com

Paul M. Dennison  
2436 Morlynn Drive  
Myrtle Beach SC 29577

Invoice  
Billing Dates  
From 01/01/2016 to 03/13/2017

Web Portal: web.mycmg.com  
Web Portal Username: s11612c184d1  
Web Portal Password: XDk6Sp

Account no: 184.10  
Unit # LT184  
2436 Morlynn Drive

| Date       | Description                                              | Dt/Charge | Ct/Payment | Balance  |
|------------|----------------------------------------------------------|-----------|------------|----------|
| 01/01/2016 | Common charges - January 2016, February 2016, March 2016 | 60.00     |            | 1,953.37 |
| 01/11/2016 | Interest at 10.00%                                       | 18.59     |            | 1,971.96 |
| 02/09/2016 | Interest at 10.00%                                       | 14.53     |            | 1,986.49 |
| 03/04/2016 | Interest at 10.00%                                       | 12.02     |            | 1,998.51 |
| 04/01/2016 | Common charges - April 2016, May 2016, June 2016         | 60.00     |            | 2,058.51 |
| 04/04/2016 | Interest at 10.00%                                       | 15.59     |            | 2,074.10 |
| 06/03/2016 | Interest at 10.00%                                       | 17.59     |            | 2,091.69 |
| 07/01/2016 | Common charges - July 2016, August 2016, September 2016  | 60.00     |            | 2,151.69 |
| 07/06/2016 | Interest at .0083                                        | 17.73     |            | 2,169.42 |
| 08/25/2016 | addtl legal fees re. HOA lawsuit                         | 5,102.25  |            | 7,271.67 |
| 09/08/2016 | Interest at 10.00%                                       | 41.15     |            | 7,312.82 |

Cut Here

Billed to:

Paul M. Dennison  
2436 Morlynn Drive  
Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
Care of Cedar Management Group  
P.O. Box 26844  
Charlotte, NC 28221

Account no: 184.10 Unit # LT184

Payments for the 1st Quarter Assessments are due January 1, 2017. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC. Any payments received after January 31st will be subject to monthly interest fees. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month.

You can now log into our Web Portal to view any further updates on your account. Your log in info is found on the upper right hand corner of this statement.

Balance Due: 7786.33

Write the amount paid:

*Return this part with your payment.*



Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221  
 Toll Free: 877-25CEDAR  
 E-mail: support@mycmg.com

Invoice  
 Billing Date:  
 From 01/01/2016 to 03/13/2017

Web Portal: web.mycmg.com  
 Web Portal Username: s11612c184d1  
 Web Portal Password: XDk6Spe

|            |                                                             |       |          |
|------------|-------------------------------------------------------------|-------|----------|
| 10/01/2016 | Common charges - October 2016, November 2016, December 2016 | 60.00 | 7,372.82 |
| 10/08/2016 | Interest at 10.00%                                          | 61.07 | 7,433.89 |
| 11/04/2016 | Interest at 10.00%                                          | 51.54 | 7,485.43 |
| 12/03/2016 | Interest at 10.00%                                          | 57.49 | 7,542.92 |
| 01/01/2017 | Common charges - January 2017, February 2017, March 2017    | 60.00 | 7,602.92 |
| 01/03/2017 | Interest at 10.00%                                          | 61.49 | 7,664.41 |
| 02/03/2017 | Interest at 10.00%                                          | 61.96 | 7,726.37 |
| 03/05/2017 | Interest at 10.00%                                          | 59.96 | 7,786.33 |

— Cut Here —  
 Billed to:

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

Payments for the 1st Quarter Assessments are due January 1, 2017. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC. Any payments received after January 31st will be subject to monthly interest fees. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month.

You can now log into our Web Portal to view any further updates on your account. Your log in info is found on the upper right hand corner of this statement.

Balance Due: 7,786.33

Write the amount paid:

*Return this part with your payment.*

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 ) FOR THE FIFTEENTH JUDICIAL CIRCUIT  
 COUNTY OF HORRY ) Civil Action Numbers: 2016-CP-26-05411

Oak Forest Homeowners Association, Inc.,

Plaintiff,

vs.

Paul M. Dennison; Mortgage Electronic  
 Registration Systems, Inc., solely as nominee for  
 Branch Banking and Trust Company, LLC and  
 South Carolina State Housing Finance and  
 Development Authority;

Defendants.

C6559ES

**AFFIDAVIT OF  
 ATTORNEY'S FEES**



NOW COMES the undersigned attorney for the Plaintiff, Oak Forest Homeowners Association, Inc., who, upon being duly sworn, states as follows:

1. Affiant is a duly licensed member of the Bar of the State of South Carolina having been admitted to practice on November 16, 2009.
2. Affiant is an associate attorney with the firm of Moore, Johnson & Saraniti Law Firm, P.A., located at 1271 Glennis Bay Road, Surfside Beach, South Carolina 29575.
3. Affiant has been involved in the practice of civil and general law. On an annual basis, attends various Continuing Legal Education seminars concerning these areas of law.
4. This case was accepted on the basis of Two Hundred and No/100's (\$200.00) Dollars per hour for representation by partners of the firm and One Hundred Seventy-Five Dollars and No/100's (\$175.00) per hour for representation by associate attorneys, which is within the range of the traditional fee system for such cases in Horry County for attorneys with the background, experience and skills possessed by persons with similar backgrounds such as myself. In addition, the charge for paralegals is Ninety-Five and No/100's (\$95.00) Dollars per hour.
5. To date, the attorney's fees are Three Thousand Two Hundred Ninety-Five and 00/100 (\$3,295.00) Dollars, costs incurred are Seven Hundred Twenty-Three and 39/100 (\$723.39) Dollars with expected additional costs for a court reporter of Three Hundred Fifty and

Affidavit of Att. Fees  
 Cedar v. Dennison  
 C6559ES

1 of 2

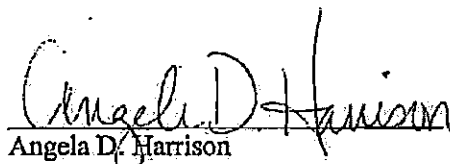
2016-CP-26-05411

*adw*

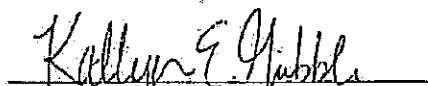
00/100 (\$350.00) Dollars for a total of Attorney's fees and costs of Four Thousand Three Hundred Sixty-Eight and 39/100 (\$4,368.39) Dollars, including time for today's hearing.

6. Based not only upon the time necessarily devoted to this case, but also upon the other criteria which have been held relevant in setting the attorney's fees, costs and disbursements of this action, the undersigned requests that this Court review the file herein, together with this affidavit which is submitted.

**FURTHER, YOUR AFFIANT SAYETH NOT.**

  
Angela D. Harrison

SWORN TO BEFORE ME this  
16 day of March, 2017

  
Notary Public for South Carolina  
My commission expires: 9/18/24

## Fees

| Date       | Desc                                                                                                                                            | Staff | Dur/Qty | Rate/Price  |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------|-------------|
| 7/1/2016   | Authorized to Foreclose Letter                                                                                                                  | EJS   | 1       | \$ 200.00   |
| 7/19/2016  | Order Title Search                                                                                                                              | AT    | 0.1     | \$ 95.00    |
| 8/9/2016   | Complaint & Lis Pendens                                                                                                                         | EJS   | 1       | \$ 200.00   |
| 8/9/2016   | Cover Sheet, Summons & Cert. of Exemption                                                                                                       | AT    | 1       | \$ 95.00    |
| 8/16/2016  | Corrective Lien                                                                                                                                 | EJS   | 1.25    | \$ 200.00   |
| 8/18/2016  | Letter to Bank                                                                                                                                  | AT    | 0.1     | \$ 95.00    |
| 8/18/2016  | emails to process servers                                                                                                                       | AT    | 0.2     | \$ 95.00    |
| 10/5/2016  | Certificate of Mailing                                                                                                                          | AT    | 0.2     | \$ 95.00    |
| 10/5/2016  | Letter to Defendant enclosing Reply to Answer                                                                                                   | AT    | 0.2     | \$ 95.00    |
| 10/5/2016  | Review Defendant's Answer; review file at Attorney Durant's Office; draft Reply to Answer                                                       | ADH   | 2.5     | \$ 175.00   |
| 10/14/2016 | Cover Sheet, Affidavit and Certificates                                                                                                         | EJS   | 0.3     | \$ 200.00   |
| 10/14/2016 | Order and Letter                                                                                                                                | EJS   | 1.5     | \$ 200.00   |
| 2/9/2017   | Email to scheduling clerk to schedule hearing (x2)                                                                                              | ADH   | 0.2     | \$ 175.00   |
| 2/10/2017  | Letter to opposing party enclosing Notice of Hearing                                                                                            | KG    | 0.2     | \$ 75.00    |
| 2/10/2017  | Notice of Hearing                                                                                                                               | KG    | 0.2     | \$ 75.00    |
| 2/22/2017  | Telephone call from opposing party regarding Notice of Hearing                                                                                  | ADH   | 0.2     | \$ 175.00   |
| 2/24/2017  | Telephone call from HOA Board President regarding settlement                                                                                    | ADH   | 0.2     | \$ 175.00   |
| 3/2/2017   | Telephone call to Cedar Management regarding balance due and settlement amount                                                                  | ADH   | 0.2     | \$ 175.00   |
| 3/2/2017   | Various emails from opposing party regarding status of settlement; Email to Judge Howe from opposing party regarding legitimacy of hearing date | ADH   | 0.2     | \$ 175.00   |
| 3/13/2017  | Several emails to and from Paul Dennison regarding settlement                                                                                   | ADH   | 0.2     | \$ 175.00   |
| 3/15/2017  | Prepare exhibits for hearing; prepare attorney fee affidavit; review file and prepare testimony outline                                         | ADH   | 4       | \$ 175.00   |
| 3/16/2017  | Travel to and from courthouse for final hearing (split x4); attending final hearing                                                             | ADH   | 2.8     | \$ 175.00   |
|            |                                                                                                                                                 |       |         | \$ 3,295.00 |

**Expenses**

| Date       | Description                               |     | Cost | Qty   | Total |
|------------|-------------------------------------------|-----|------|-------|-------|
| 7/1/2016   | ROD Fee to print Clocked Copy of the Lie  | EJS | 0.5  | 1     | 0.5   |
| 8/9/2016   | Title Work: Cavallini Title               | EJS | 120  | 1     | 120   |
| 8/9/2016   | Pacer, Military and Lexis Search          | AT  | 75   | 1     | 75    |
| 8/9/2016   | Copy Cost                                 | EJS | 14   | 0.15  | 2.1   |
| 8/9/2016   | Filing Fee: Complaint                     | EJS | 150  | 1     | 150   |
| 8/16/2016  | E-Filing Fee                              | EJS | 1    | 4.5   | 4.5   |
| 8/16/2016  | Filing Fee: Corrective lien               | EJS | 10   | 1     | 10    |
| 8/18/2016  | Postage                                   | EJS | 774  | 0.01  | 7.74  |
| 8/18/2016  | Process Service Fee - Palmetto Legal Gop  | EJS | 67.5 | 1     | 67.5  |
| 8/18/2016  | Process Service Fee - Palmetto Legal Gop  | EJS | 67.5 | 1     | 67.5  |
| 8/18/2016  | Copy Cost                                 | EJS | 15   | 0.15  | 2.25  |
| 10/5/2016  | ROD Fee to print Documents                | EJS | 4.5  | 1     | 4.5   |
| 10/5/2016  | Postage                                   | EJS | 98   | 0.01  | 0.98  |
| 10/5/2016  | Copy Cost                                 | EJS | 6    | 0.15  | 0.9   |
| 10/14/2016 | Filing Fee: Master in Equity              | EJS | 125  | 1     | 125   |
| 10/14/2016 | Copy Cost                                 | EJS | 15   | 0.15  | 2.25  |
| 10/14/2016 | Postage                                   | EJS | 210  | 0.01  | 2.1   |
| 10/14/2016 | Filing Fee: Clerk of Court                | EJS | 25   | 1     | 25    |
| 2/21/2017  | Postage                                   | BB  | 1    | 1.38  | 1.38  |
| 3/15/2017  | SC Secretary of State - Request Corporate | ADH | 1    | 48.25 | 48.25 |
| 3/16/2017  | Mileage (split x 4)                       | ADH | 11   | 0.54  | 5.94  |

**\$ 723.39****Total Fees and Expenses Incurred to Date****\$ 4,018.39**



Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221  
 Toll Free: 877-25CEDAR  
 E-mail: support@mycmg.com

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

# Statement of Account

Billing Date:

From 01/01/2013 to 12/31/2013

Account no: 184.10

Unit #: LT184

2436 Morlynn Drive

| Date       | Description                                                        | Dt/Charge | Ct/Payment | Balance  |
|------------|--------------------------------------------------------------------|-----------|------------|----------|
| 01/01/2013 | Beginning balance                                                  |           |            | 0.00     |
| 10/01/2013 | Balance transfer from 184.00 to 184.10                             | 120.14    |            | 120.14   |
| 10/01/2013 | Received ch. 81157 from Murray Law Offices, PA. Thank you          |           | 305.14     | (185.00) |
| 10/02/2013 | Cedar Management Group, LLC certification fee for account # 184.10 | 185.00    |            | 0.00     |



Cut Here

## Billed to:

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

## Return to:

Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

Please send check or money order made payable to OAK FOREST HOMEOWNERS ASSOCIATION. Cedar management now offers online chat support via our website. For assistance regarding your association please visit [www.cedarmanagementgroup.com](http://www.cedarmanagementgroup.com) and click on the live support link.

Balance: 0.00

Zero Balance - Nothing to Pay

*Return this part with your payment*



Oak Forest Homeowners Association  
 Care of Cedar Management Group  
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 Charlotte, NC 28221  
 Toll Free: 877-25CEDAR  
 E-mail: support@mycmg.com

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

# Statement of Account

Billing Date:

From 01/01/2014 to 12/31/2014

Account no: 18410  
 Unit # LT184  
 2436 Morlynn Drive

| Date       | Description                                                 | Dt/Charge | Ct/Payment | Balance |
|------------|-------------------------------------------------------------|-----------|------------|---------|
| 01/01/2014 | Beginning balance                                           |           |            | 0.00    |
| 01/01/2014 | Common charges - January 2014, February 2014, March 2014    | 60.00     |            | 60.00   |
| 01/13/2014 | Received by ch. 1173, Thank you                             |           | 60.00      | 0.00    |
| 03/18/2014 | Fines for Fence placement without an approved ARC           | 150.00    |            | 150.00  |
| 04/01/2014 | Common charges - April 2014, May 2014, June 2014            | 60.00     |            | 210.00  |
| 05/03/2014 | Late payment fees                                           | 2.00      |            | 212.00  |
| 06/06/2014 | Late payment fees                                           | 2.00      |            | 214.00  |
| 07/01/2014 | Common charges - July 2014, August 2014, September 2014     | 60.00     |            | 274.00  |
| 07/10/2014 | Late payment fees                                           | 2.00      |            | 276.00  |
| 08/01/2014 | Interest at 10.00%                                          | 2.41      |            | 278.41  |
| 10/01/2014 | Common charges - October 2014, November 2014, December 2014 | 60.00     |            | 338.41  |
| 11/03/2014 | Interest at 10.00%                                          | 3.13      |            | 341.54  |

Cut Here  
 Billed to:

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 18410 Unit # LT184

Payments for the 3rd Quarter Assessments are due by July 1 2015. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC.. Any payments received after July 31st will be subject to monthly interest fee. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month. For assistance regarding your association, please visit [www.mycmg.com](http://www.mycmg.com) and click on the "Click to Chat" link.

Balance Due: 344.30

Write the amount paid:

*Return this part with your payment*



Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221  
 Toll Free: 877-25CEDAR  
 E-mail: support@mycmg.com

12/03/2014 Interest at 10.00%

# Statement of Account

Billing Date:

From 01/01/2014 to 12/31/2014

2.76

344.30

Cut Here

Billed to:

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

Payments for the 3rd Quarter Assessments are due by July 1, 2015. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC. Any payments received after July 31st will be subject to monthly interest fee. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month. For assistance regarding your association, please visit [www.mycmg.com](http://www.mycmg.com) and click on the "Click to Chat" link.

Balance Due:

344.30

Write the amount paid:

*Return this part with your payment.*



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 Charlotte, NC 28221  
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 E-mail: support@mycmg.com

## Statement of Account

From 1/1/2015 to 12/31/15

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Account no: 184.10

Unit # LT184

2436 Morlynn Drive

| Date       | Description                                                 | Dt/Charge | Ct/Payment | Balance |
|------------|-------------------------------------------------------------|-----------|------------|---------|
| 01/01/2015 | Beginning Balance                                           |           |            | 344.30  |
| 01/01/2015 | Common charges - January 2015, February 2015, March 2015    | 60.00     |            | 404.30  |
| 01/05/2015 | Interest at 10.00%                                          | 3.12      |            | 407.42  |
| 02/04/2015 | Interest at 10.00%                                          | 3.26      |            | 410.68  |
| 03/04/2015 | Interest at 10.00%                                          | 3.04      |            | 413.72  |
| 04/01/2015 | Common charges - April 2015, May 2015, June 2015            | 60.00     |            | 473.72  |
| 04/03/2015 | Interest at 10.00%                                          | 3.30      |            | 477.02  |
| 05/04/2015 | Interest at 10.00%                                          | 11.98     |            | 489.00  |
| 06/04/2015 | Interest at 10.00%                                          | 14.00     |            | 503.00  |
| 07/01/2015 | Common charges - July 2015, August 2015, September 2015     | 60.00     |            | 563.00  |
| 07/09/2015 | Interest at 10.00%                                          | 12.68     |            | 575.68  |
| 08/05/2015 | Interest at 10.00%                                          | 15.91     |            | 591.59  |
| 09/03/2015 | Interest at 10.00%                                          | 13.57     |            | 605.16  |
| 10/01/2015 | Common charges - October 2015, November 2015, December 2015 | 60.00     |            | 665.16  |
| 10/02/2015 | Interest at 10.00%                                          | 13.60     |            | 678.76  |
| 11/04/2015 | Interest at 10.00%                                          | 15.99     |            | 694.75  |
| 12/05/2015 | Interest at 10.00%                                          | 14.54     |            | 709.29  |

Cur Here  
 Billed to:

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
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 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

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Balance Due: 709.29

Write the amount paid:

Return this part with your payment



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 Care of Cedar Management Group  
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 Charlotte, NC 28221  
 Toll Free: 877-25CEDAR  
 E-mail: support@mycmg.com

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Invoice  
 Billing Date:  
 From 01/01/2016 to 03/16/2017

Web Portal: web.mycmg.com  
 Web Portal Username: s11612c184d1  
 Web Portal Password: XDk6Spe

Account no: 184.10  
 Unit # LT184  
 2436 Morlynn Drive

| Date       | Description                                                 | Dt/Charge | Ct/Payment | Balance |
|------------|-------------------------------------------------------------|-----------|------------|---------|
| 01/01/2016 | Beginning Balance                                           |           |            | 709.29  |
| 01/01/2016 | Common charges - January 2016, February 2016, March 2016    | 60.00     |            | 769.29  |
| 01/11/2016 | Interest at 10.00%                                          | 18.59     |            | 787.88  |
| 02/09/2016 | Interest at 10.00%                                          | 14.53     |            | 802.41  |
| 03/04/2016 | Interest at 10.00%                                          | 12.02     |            | 814.43  |
| 04/01/2016 | Common charges - April 2016, May 2016, June 2016            | 60.00     |            | 874.43  |
| 04/04/2016 | Interest at 10.00%                                          | 15.59     |            | 890.02  |
| 06/03/2016 | Interest at 10.00%                                          | 17.59     |            | 907.61  |
| 07/01/2016 | Common charges - July 2016, August 2016, September 2016     | 60.00     |            | 967.61  |
| 07/06/2016 | Interest at .0083                                           | 17.73     |            | 985.34  |
| 09/08/2016 | Interest at 10.00%                                          | 41.15     |            | 1026.49 |
| 10/01/2016 | Common charges - October 2016, November 2016, December 2016 | 60.00     |            | 1086.49 |
| 10/08/2016 | Interest at 10.00%                                          | 61.07     |            | 1147.56 |
| 11/04/2016 | Interest at 10.00%                                          | 51.54     |            | 1199.10 |
| 12/03/2016 | Interest at 10.00%                                          | 57.49     |            | 1256.59 |
| 01/01/2017 | Common charges - January 2017, February 2017, March 2017    | 60.00     |            | 1316.59 |
| 01/03/2017 | Interest at 10.00%                                          | 61.49     |            | 1378.08 |
| 02/03/2017 | Interest at 10.00%                                          | 61.96     |            | 1440.04 |
| 03/05/2017 | Interest at 10.00%                                          | 59.96     |            | 1500.00 |

Cur Here  
 Billed to:

Paul M. Dennison  
 2436 Morlynn Drive  
 Myrtle Beach SC 29577

Return to:

Oak Forest Homeowners Association  
 Care of Cedar Management Group  
 P.O. Box 26844  
 Charlotte, NC 28221

Account no: 184.10 Unit # LT184

Payments for the 1st Quarter Assessments are due January 1 2017. Please send a check or money order payable to OAK FOREST HOMEOWNERS ASSOC. Any payments received after January 31st will be subject to monthly interest fees. If you are signed up on ACH Draft, this will be pulled between the 5th and 10th of the month.

You can now log into our Web Portal to view any further updates on your account. Your log in info is found on the upper right hand corner of this statement.

Balance Due: 1500.00

Write the amount paid:

Return this part with your payment.

## Oak Forest Homeowner's Association, Inc.

Care of Cedar Management Group

PO Box 26844

Charlotte, NC 28221

Email: support@mycmg.com

July 17, 2014

Paul M. Dennison  
2436 Morlynn Drive  
Myrtle Beach, SC 29577

Dear Homeowner(s):

In regards to a letter you received stating that Oak Forest Homeowner's Association, Inc. has been dissolved, this is an official letter to inform homeowners that at no time has your community disillusioned or dissolved.

Be assured that your community's HOA is now and always has been a legal entity.

In addition, the HOA has done its due diligence of performing as an association (i.e. payment for landscaping services & utilities, assessing dues, paying all operations expenses, holding board meetings and paying yearly taxes, etc).

It's disheartening for your Board Members (past and present) and those in our community who continue to volunteer their time, to even go through this. In the end it turned out to be little more than a clerical error.

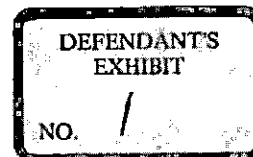
It may not be required by law, but it is required in our bylaws that the dissolution of our HOA would require the approval of 2/3 of the community and the Board.

The fact is, your Board of Directors for Oak Forest HOA did not vote to dissolution the community. The other fact is that it was the board of the Oak Forest Village that requested the dissolution. And the management of Oak Forest Village has readily admitted that they did this mistakenly.

The Office of the South Carolina Secretary of State dissolved the wrong HOA. The papers to correct this have already been submitted and processed. We have all the paperwork to prove our position and our claims are true. Anyone wanting to see this proof can contact us via email at support@mycmg.com and we will gladly e-mail them to you. All we ask is that you please give us the opportunity to prove this to you.

A special "Thank You" is in order to all those who have and continue to support their HOA.

Sincerely,  
Daniel Watson  
HOA Board President  
293-0707



**SECTION 33-31-124. Correcting filed document.**

(a) A domestic or foreign corporation may correct a document filed by the Secretary of State if the document:

- (1) contains an incorrect statement; or
- (2) was defectively executed, attested, sealed, verified, or acknowledged.

(b) A document is corrected:

- (1) by preparing articles of correction that:

- (i) describe the document, including its filing date, or attach a copy of it to the articles;

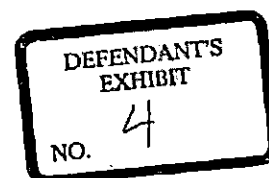
- (ii) specify the incorrect statement and the reason it is incorrect or the manner in which the execution was defective; and

- (iii) correct the incorrect statement or defective execution; and

- (2) by delivering the articles of correction to the Secretary of State.

(c) Articles of correction are effective on the effective date of the document they correct except as to persons relying on the uncorrected document and adversely affected by the correction. As to those persons, articles of correction are effective when filed.

HISTORY: 1994 Act No. 384, Section 1.



CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

MAY 12 2014

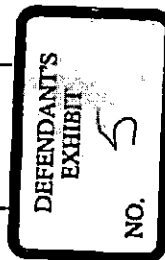
ARTICLES OF DISSOLUTION  
FOR A  
NONPROFIT CORPORATION

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to the provisions of Section 33-31-1404 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is: Oak Forest Homeowners Association, INC  
Date incorporated: 6/13/1994
2. The dissolution was authorized on 9/1/2010
3. Choose one of the following by marking the appropriate box.
  - ☐ The resolution authorizing the dissolution was duly adopted by the members pursuant to Section 33-31-1402 of the 1976 South Carolina Code of Laws, as amended.
  - ☒ The resolution authorizing the dissolution was duly adopted by a majority of the Board of Directors, as approval by the members was not required (Section 33-31-1402(b) of the 1976 South Carolina Code of Laws, as amended.)
  - ☐ The resolution authorizing the dissolution was duly adopted by a majority of the incorporators pursuant to Section 33-31-1401 of the 1976 South Carolina Code of Laws, as amended.
4. If approval by the members was required, please provide the following information pursuant to Section 33-31-1404(a) (5) (i) and (ii) of the 1976 South Carolina Code of Laws, as amended.
  - (a) Designation (Classes of membership): \_\_\_\_\_
  - (b) Number of memberships outstanding: \_\_\_\_\_
  - (c) Number of votes entitled to be cast by each class entitled to vote separately on dissolution: \_\_\_\_\_
  - (d) Number of votes entitled to be cast by each class indisputably voting on dissolution: \_\_\_\_\_
  - (e) Complete one of the following as appropriate:
    - (i) Total number of votes cast for and against dissolution by each class entitled to vote separately: \_\_\_\_\_
    - (ii) Total number of undisputed votes cast for dissolution by each class which was sufficient for approval for that class: \_\_\_\_\_



100915-0223 FILED: 09/14/2010  
OAK FOREST HOMEOWNERS ASSOCIATION, INC.  
Filing Fee: \$10.00 ORIG



Mark Hammond

South Carolina Secretary of State

Page 1

5. If approval by third person(s) other than the members, directors, or incorporators was required, such approval was obtained.
6. If a public benefit or religious corporation, notice to the Attorney General, required by Section 33-31-1403 of the 1976 South Carolina Code of Laws as amended, has been given.
7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is: \_\_\_\_\_  
date time

[NOTE: A delayed effective date shall not be later than the 90<sup>th</sup> day after the date this document is filed by the Secretary of State.]

Date 9/1/2010

Oak Forest Homeowners Association, Inc  
Name of Corporation  
[Signature]  
Signature

Steve Peck  
Type or Print Name  
Community Manager  
Signature's Capacity

# **AFFIDAVIT AFFIRMING AUTHORITY TO EXECUTE ARTICLES OF DISSOLUTION FOR A NONPROFIT ORGANIZATION**

Filed pursuant to South Carolina Code of Laws § 33-31-1402 (f)

I do solemnly swear or affirm, under penalty of perjury, that I have the authority, either in my own right or on behalf of the board or other entity or group, to execute articles of dissolution for Oak Forest Homeowners Association, Inc, a nonprofit organization.

Jerry Watson  
Printed Name

Signature Jerry Watson

Date 9/1/10

Sworn to and subscribed before me

This 1<sup>st</sup> day of September, 2010.

Notary Public of South Carolina

My Commission Expires: 05-01-13

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

MAY 12 2014

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT OR BOTH  
OF A NONPROFIT CORPORATION

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Sections 33-31-502 and 33-31-1508 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1 The name of the corporation is Oak Forest Homeowners Association

2 The corporation is (complete either "a" or "b" whichever is applicable)

a A domestic nonprofit corporation incorporated in South Carolina on 6/13/1994 or

b A foreign nonprofit corporation incorporated in \_\_\_\_\_ on \_\_\_\_\_  
State Date  
and authorized to do business in South Carolina on \_\_\_\_\_  
Date

3 The street address of the current registered office in South Carolina is

1422 Fourth Ave Conway SC 29526  
Street Address City State Zip Code

4 If the current registered office is to be changed, the street address to which its registered office is to be changed is

349 Folly Rd Suite 2B Charleston SC 29412  
Street Address City State Zip Code

5 The name of the current registered agent is Tiffany P McDowell

6 If the current registered agent is to be changed, the name of the successor registered agent is

Community Management Group

\*I hereby consent to the appointment as registered agent of the corporation.

*[Signature]*  
Signature of New Registered Agent

7 The street addresses of the registered office and of the office of the registered agent, as changed, will be identical

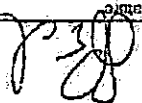
\*Pursuant to Sections 33-31-502(5) and 33-31-1508(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form

080304-0193 FILED: 08/01/2008  
OAK FOREST HOMEOWNERS ASSOCIATION INC.  
Filing Fee: \$10.00 ORIG

Mark Hammond

South Carolina Secretary of State

Community Management Group  
Name of Corporation

  
Signature  
Steve Peck, President  
Type of Print Name and Title

Date 7/30/08

**FILING INSTRUCTIONS**

- 1 Two copies of this form the original and either a duplicate original or a conformed copy, must be filed
- 2 Filing Fee (payable to the Secretary of State at the time of filing this document) - \$10.00

Return to - Secretary of State  
P.O. Box 11350  
Columbia SC 29211

NP NOTICE OF CMO OR RES OFFICE ON REG AOT DOC

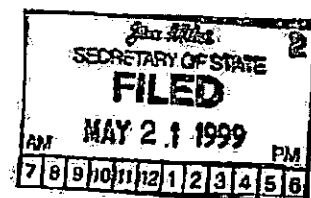
Form Revised by South Carolina  
Secretary of State January 2000

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

MAY 12 2014

APPLICATION FOR REINSTATEMENT  
OF A CORPORATION DISSOLVED  
BY ADMINISTRATIVE ACTION



Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to §33-14-220 of the 1976 South Carolina Code, as amended, the undersigned hereby applies to the Secretary of State for reinstatement of a corporation dissolved by administrative action and for that purpose, submits the following information:

1. The name of the corporation is: OAK FOREST HOMEOWNERS ASSOCIATION INC.
2. Complete either a or b, whichever is applicable:
  - a. ☐ Grounds for administrative dissolution did not exist.
  - b. ☒ The grounds for administrative dissolution, which were: Failure to file Corporate Income Tax Returns

have now been eliminated.

3. The corporation's name satisfies the requirements of Section 33-4-101.

DATE: APRIL 5, 1999

OAK FOREST HOMEOWNERS ASSOCIATION INC.  
(Name of Corporation)

By: John B. William

(Signature)

John B. William

(Type of Print Name and Office)

FILING INSTRUCTIONS

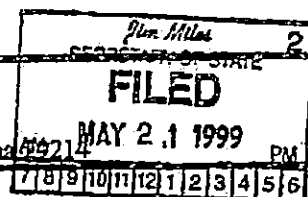
1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing Fee (Payable to the Secretary of State at the time of filing this application) - \$25.00
3. THIS APPLICATION MUST BE FILED WITHIN TWO YEARS AFTER THE EFFECTIVE DATE OF THE CORPORATION'S DISSOLUTION BY ADMINISTRATIVE ACTION AND MUST BE ACCOMPANIED BY A CERTIFICATE FROM THE SOUTH CAROLINA TAX COMMISSION RECITING THAT ALL STATE TAXES OWED BY THE CORPORATION HAVE BEEN PAID.

MAIL TO:

SC Secretary of State  
PO Box 11350  
Columbia SC 29211

Form Approved by South Carolina  
Secretary of State 1/89

State of South Carolina  
 Department of Revenue  
 301 Gervais Street, P.O. Box 125, Columbia, South Carolina 29214



May 17, 1999

JULIA REESE  
 SECRETARY OF STATE  
 PO BOX 11350  
 COLUMBIA SC 29211

Re: Federal Identification Number: 57-1001816

### Certificate of Tax Compliance

This certifies that Oak Forest Homewners Association, has filed all returns for the South Carolina taxes listed below, through the period covered shown for each tax. No returns or taxes are now delinquent or unpaid. This does not cover any tax which may be due if an audit of these returns is conducted in the future, or any violations not yet processed or currently under appeal.

| Taxes     | File Number | Period Covered |
|-----------|-------------|----------------|
| Corporate | 20140065-2  | 12-98/99       |

Sincerely,

Alan C. Brown  
 Tax Examiner  
 Office Services Division  
 (803) 898-5729

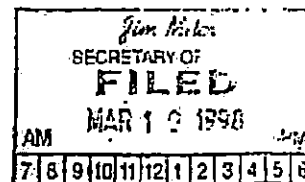
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CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

MAY 12 2014

APPLICATION FOR REINSTATEMENT  
OF A CORPORATION DISSOLVED  
BY ADMINISTRATIVE ACTION



Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to §33-14-220 of the 1976 South Carolina Code, as amended, the undersigned hereby applies to the Secretary of State for reinstatement of a corporation dissolved by administrative action and for that purpose, submits the following information:

1. The name of the corporation is: Oak Forest Homeowners Association, Inc.
2. Complete either a or b, whichever is applicable:
  - a. ☐ Grounds for administrative dissolution did not exist.
  - b. ☒ The grounds for administrative dissolution, which were: failure to file 12-31-95 Corporate Income Tax Returns.

have now been eliminated.

3. The corporation's name satisfies the requirements of Section 33-4-101.

DATE: 1/15/98

Oak Forest Homeowners Association, Inc.  
(Name of Corporation)

By: John Williams  
(Signature)

John Williams, President  
(Type of Print Name and Office)

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing Fee (Payable to the Secretary of State at the time of filing this application) - \$25.00
3. THIS APPLICATION MUST BE FILED WITHIN TWO YEARS AFTER THE EFFECTIVE DATE OF THE CORPORATION'S DISSOLUTION BY ADMINISTRATIVE ACTION AND MUST BE ACCOMPANIED BY A CERTIFICATE FROM THE SOUTH CAROLINA TAX COMMISSION RECITING THAT ALL STATE TAXES OWED BY THE CORPORATION HAVE BEEN PAID.

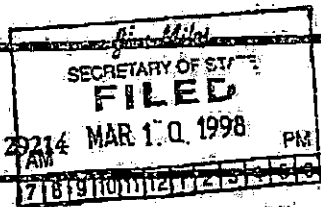
MAIL TO:

Secretary of State  
Capital Complex  
1205 Pendleton St Ste 525  
Columbia, SC 29201

Form Approved by South Carolina  
Secretary of State 1/89

98-008911BC

State of South Carolina  
 Department of Revenue and Taxation  
 301 Gervais Street, P.O. Box 125, Columbia, South Carolina, 29214



March 10, 1998

FILE: 20140065-2

Secretary of State  
 Capital Complex  
 1205 Pendleton St Suite 525  
 Columbia, SC 29201

### Certificate of Compliance

This certifies that OAK FOREST HOMEOWNERS ASSOCIATION INC, a corporation chartered under the laws of SOUTH CAROLINA, has, as of the date of this certificate, filed all returns with respect to annual report of corporations and South Carolina Corporate Income Tax, and has paid all tax shown to be due on the annual report of corporations and the South Carolina Corporate Income Tax Return and that no such returns or taxes are now delinquent or unpaid, except such tax as may appear after audit of said returns and supporting records.

SC DEPARTMENT OF REVENUE  
 OFFICE SERVICES DIVISION

*[Signature]*  
 DAVID S. CALDWELL  
 TAX EXAMINER IV  
 Corporate Section  
 (803) 898-5705

IC24S0S

CC: OAK FOREST HOMEOWNERS ASSOCIATION INC  
 2819 TEMPERANCE DRIVE  
 MYRTLE BEACH SC. 29577-1603

File: 20140065-2

00107110-86

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

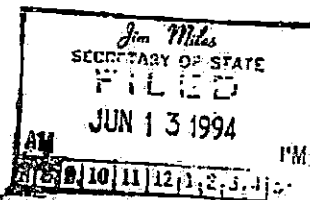
MAY 12 2014

## SECRETARY OF STATE

## NONPROFIT CORPORATION

*Mark H. Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

## ARTICLES OF INCORPORATION



- Instructions:
- (1) Must be typewritten or printed
  - (2) Must file this original and one copy.
  - (3) Must include \$25 fee payable to the Secretary of State.
  - (4) Should your articles be refused, you will receive written notification within five days.

1. The name of this corporation is (33-31-401) Oak Forest Homeowners Association, Inc.
2. The initial registered office of the corporation is:
 

|                    |         |        |       |
|--------------------|---------|--------|-------|
| 1422 Fourth Avenue | Conway, | SC     | Horry |
| Street Address     | City    | County |       |

South Carolina, 29526  
State, Zip Code

[The complete address is required by SC Code 33-31-202(a)3]
3. The name of the registered agent at the above office is: Tiffany Paul McDowell
4. Check either (a), (b), or (c). Check only one box.
 

[ ] The nonprofit corporation is a public benefit corporation.

[ ] The nonprofit corporation is a religious corporation.

[x] The nonprofit corporation is a mutual benefit corporation.
5. Check (a) or (b), whichever is applicable:
 

[x] This corporation will have members who will vote for the board of directors. See Section 33-31-202(a)5.

[ ] This corporation will not have members.

6. The address of the principal office of the nonprofit corporation is:

1422 Fourth Avenue  
 Street Address

Conway Berry SC 29526  
 City, County, State, Zip Code

[The complete address is required by SC Code 33-31-202(a)7]

7. If the corporation is either public benefit or religious; complete either (a) or (b) below. Do not check both.

[This information is required by 33-31-202(a)6]

☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)3 of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the court of common pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

☐ Upon dissolution of the corporation, consistent with law, the remaining assets of the corporation shall be distributed to:

8. If the corporation is a mutual benefit corporation, complete either (a) or (b) to describe how the assets of the corporation will be distributed upon dissolution of the corporation.

☒ Upon dissolution of the mutual benefit corporation, the assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

☐ Upon dissolution of the mutual benefit corporation the assets, consistent with law, shall be distributed to

9. Please include any optional provisions which the nonprofit elects to include in these articles of incorporation. See Section 33-31-202(b) through 33-31-202(e).

10. The name and address of each incorporator is as follows:

George E. McDowell, Jr.

1318 Third Avenue, Conway, S. C. 29526

[This information is required by SC Code 33-31-202(a)4]

11.

Incorporator's Signature (33-31-202(d))

George E. McDowell, Jr.

George E. McDowell, Jr.  
Incorporator's Name (typed)

Incorporator's Signature

**Incorporator's Name (typed)**

12.

Signature of any director named in these articles

Director's Name (typed)

Signature of any director named in these articles

Director's Name (typed)

### Date and Time

### Date and Time

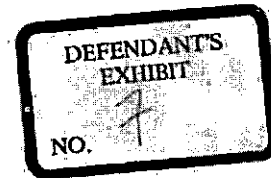
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ORIGINAL ON FILE IN THIS OFFICE

SEP 10 2014

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

ARTICLES OF DISSOLUTION  
FOR A  
NONPROFIT CORPORATION



TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to the provisions of Section 33-31-1404 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is: Oak Forest Homeowners Association, INC  
Date incorporated: 6/13/1994
2. The dissolution was authorized on 9/1/2010
3. Choose one of the following by marking the appropriate box.
  - ☐ The resolution authorizing the dissolution was duly adopted by the members pursuant to Section 33-31-1402 of the 1976 South Carolina Code of Laws, as amended.
  - ☒ The resolution authorizing the dissolution was duly adopted by a majority of the Board of Directors, as approval by the members was not required (Section 33-31-1402(b) of the 1976 South Carolina Code of Laws, as amended.)
  - ☐ The resolution authorizing the dissolution was duly adopted by a majority of the incorporators pursuant to Section 33-31-1401 of the 1976 South Carolina Code of Laws, as amended.
4. If approval by the members was required, please provide the following information pursuant to Section 33-31-1404(a) (5) (i) and (ii) of the 1976 South Carolina Code of Laws, as amended.
  - (a) Designation (Classes of membership): \_\_\_\_\_
  - (b) Number of memberships outstanding: \_\_\_\_\_
  - (c) Number of votes entitled to be cast by each class entitled to vote separately on dissolution: \_\_\_\_\_
  - (d) Number of votes entitled to be cast by each class indisputably voting on dissolution: \_\_\_\_\_
  - (e) Complete one of the following as appropriate:
    - (i) Total number of votes cast for and against dissolution by each class entitled to vote separately: \_\_\_\_\_
    - (ii) Total number of undisputed votes cast for dissolution by each class which was sufficient for approval for that class: \_\_\_\_\_

100916-0223 FILED: 09/14/2010  
OAK FOREST HOMEOWNERS ASSOCIATION, INC.

Filing Fee: \$10.00 ORIG



Mark Hammond

South Carolina Secretary of State

5. If approval by third person(s) other than the members, directors, or incorporators was required, such approval was obtained.
6. If a public benefit or religious corporation, notice to the Attorney General, required by Section 33-31-1403 of the 1976 South Carolina Code of Laws as amended, has been given.
7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is: \_\_\_\_\_  
date time

[NOTE: A delayed effective date shall not be later than the 90<sup>th</sup> day after the date this document is filed by the Secretary of State.]

Date 9/1/2010

Oak Forest Homeowners Association, Inc  
Name of Corporation

[Signature]  
Signature

Steve Peck  
Type or Print Name

Community Manager  
Signature's Capacity

# **AFFIDAVIT AFFIRMING AUTHORITY TO EXECUTE ARTICLES OF DISSOLUTION FOR A NONPROFIT ORGANIZATION**

Filed pursuant to South Carolina Code of Laws § 33-31-1402 (f)

I do solemnly swear or affirm, under penalty of perjury, that I have the authority, either in my own right or on behalf of the board or other entity or group, to execute articles of dissolution for Oak Forest Homeowners Association, Inc, a nonprofit organization.

Jerry Watson  
Printed Name

Jerry Watson  
Signature

9/1/10  
Date

Sworn to and subscribed before me

This 1<sup>st</sup> day of September, 2010.

Notary Public of South Carolina

My Commission Expires: 05-01-13

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

SEP 10 2014

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT OR BOTH  
OF A NONPROFIT CORPORATION

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Sections 33-31-502 and 33-31-1508 of the 1976 South Carolina Code of Laws, as amended the undersigned corporation submits the following information

1 The name of the corporation is Oak Forest Homeowners Association

2 The corporation is (complete either "a" or "b" whichever is applicable)

a A domestic nonprofit corporation incorporated in South Carolina on 6/13/1994 or

b A foreign nonprofit corporation incorporated in \_\_\_\_\_ on \_\_\_\_\_  
State Date  
and authorized to do business in South Carolina on \_\_\_\_\_  
Date

3 The street address of the current registered office in South Carolina is

1422 Fourth Ave Conway SC 29526  
Street Address City State Zip Code

4 If the current registered office is to be changed, the street address to which its registered office is to be changed is

349 Holly Rd Suite 28 Charleston SC 29412  
Street Address City State Zip Code

5 The name of the current registered agent is Tiffany P McDowell

6 If the current registered agent is to be changed, the name of the successor registered agent is

Community Management Group

"I hereby consent to the appointment as registered agent of the corporation

[Signature]  
Signature of New Registered Agent

7 The street addresses of the registered office and of the office of the registered agent, as changed, will be identical

\*Pursuant to Sections 33-31-502(5) and 33-31-1508(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form

080804-0183 FILED 08/01/2008  
OAK FOREST HOMEOWNERS ASSOCIATION INC

Filing Fee \$10.00 ORIG

Mark Hammond

South Carolina Secretary of State

Community Management Group  
Name of Corporation

Date 7/30/08

SP  
Signature

Steve Peck, President  
Type or Print Name and Title

**FILING INSTRUCTIONS**

- 1 Two copies of this form the original and either a duplicate original or a conformed copy must be filed
- 2 Filing Fee (payable to the Secretary of State at the time of filing this document) - \$10.00

Return to Secretary of State  
P O Box 11350  
Columbia SC 29211

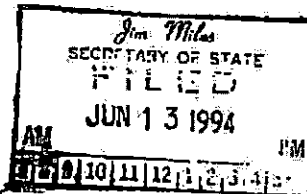
RTIFIED TO BE A TRUE AND CORRECT COPY  
 & TAKEN FROM AND COMPARED WITH THE  
 ORIGINAL ON FILE IN THIS OFFICE

00104110-86

SEP 10 2014

*Mark Hammond*  
 SECRETARY OF STATE OF SOUTH CAROLINA

SECRETARY OF STATE  
 NONPROFIT CORPORATION  
 ARTICLES OF INCORPORATION



- Instructions:
- (1) Must be typewritten or printed
  - (2) Must file this original and one copy.
  - (3) Must include \$25. fee payable to the Secretary of State.
  - (4) Should your articles be refused, you will  
 receive written notification within five days.

1. The name of this corporation is (33-31-401) \_\_\_\_\_

--- Oak Forest Homeowners Association, Inc. ---

2. The initial registered office of the corporation is:

|                    |         |        |       |
|--------------------|---------|--------|-------|
| 1422 Fourth Avenue | Conway, | SC     | Horry |
| Street Address     | City    | County |       |

South Carolina, 29526  
 State, Zip Code  
 [The complete address is required by SC Code 33-31-202(a)3]

3. The name of the registered agent at the above office is:

Tiffany Paul McDowell

4. Check either (a), (b), or (c). Check only one box.

- [ ] The nonprofit corporation is a public benefit corporation.
- [ ] The nonprofit corporation is a religious corporation.
- [x] The nonprofit corporation is a mutual benefit corporation.

5. Check (a) or (b), whichever is applicable:

- [x] This corporation will have members who will vote for the board of directors. See Section 33-31-202(a)5.
- [ ] This corporation will not have members.

6. The address of the principal office of the nonprofit corporation is:

1422 Fourth Avenue  
 Street Address

Conway Horry SC 29526  
 City, County, State, Zip Code

[The complete address is required by SC Code 33-31-202(a)7]

7. If the corporation is either public benefit or religious, complete either (a) or (b) below. Do not check both.  
 [This information is required by 33-31-202(a)6]

☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)3 of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the court of common pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

☐ Upon dissolution of the corporation, consistent with law, the remaining assets of the corporation shall be distributed to:

8. If the corporation is a mutual benefit corporation, complete either (a) or (b) to describe how the assets of the corporation will be distributed upon dissolution of the corporation.

☒ Upon dissolution of the mutual benefit corporation, the assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

☐ Upon dissolution of the mutual benefit corporation the assets, consistent with law, shall be distributed to

9. Please include any optional provisions which the nonprofit elects to include in these articles of incorporation. See Section 33-31-202(b) through 33-31-202(e).

10. The name and address of each incorporator is as follows:

George E. McDowell, Jr.

1318 Third Avenue, Conway, S. C. 29526

[This information is required by SC Code 33-31-202(a)4]

11.

Incorporator's Signature [33-31-202(d)]

George E. McDowell, Jr.

**Incorporator's Name (typed)**

**Incorporator's Signature**

Incorporator's Name (typed)

12.

Signature of any director named in these articles

Director's Name (typed)

Signature of any director named in these articles

Director's Name (typed)

14-10-1974  
Date and Time

1/  
CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

SEP 10 2014

APPLICATION FOR REINSTATEMENT  
OF A CORPORATION DISSOLVED  
BY ADMINISTRATIVE ACTION

|                            |   |   |    |    |    |   |   |   |   |   |   |
|----------------------------|---|---|----|----|----|---|---|---|---|---|---|
| Jim Miller<br>SECRETARY OF |   |   |    |    |    |   |   |   |   |   |   |
| FILED                      |   |   |    |    |    |   |   |   |   |   |   |
| MAR 10 1998                |   |   |    |    |    |   |   |   |   |   |   |
| AM                         |   |   |    |    |    |   |   |   |   |   |   |
| 7                          | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 |

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to §33-14-220 of the 1976 South Carolina Code, as amended, the undersigned hereby applies to the Secretary of State for reinstatement of a corporation dissolved by administrative action and for that purpose, submits the following information:

- The name of the corporation is: Oak Forest Homeowners Association, Inc.
- Complete either a or b, whichever is applicable:
  - ☐ Grounds for administrative dissolution did not exist.
  - ☒ The grounds for administrative dissolution, which were: failure to file 12-31-96 Corporate Income Tax Returns.  
have now been eliminated.

- The corporation's name satisfies the requirements of Section 33-4-101.

DATE: 1/15/98

Oak Forest Homeowners Association, Inc.  
(Name of Corporation)

By: John Williams  
(Signature)

John Williams, President  
(Type of Print Name and Office)

FILING INSTRUCTIONS

- Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
- Filing Fee (Payable to the Secretary of State at the time of filing this application) - \$25.00
- THIS APPLICATION MUST BE FILED WITHIN TWO YEARS AFTER THE EFFECTIVE DATE OF THE CORPORATION'S DISSOLUTION BY ADMINISTRATIVE ACTION AND MUST BE ACCOMPANIED BY A CERTIFICATE FROM THE SOUTH CAROLINA TAX COMMISSION RECITING THAT ALL STATE TAXES OWED BY THE CORPORATION HAVE BEEN PAID.

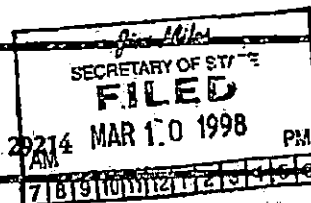
MAIL TO:

Secretary of State  
Capital Complex  
1205 Pendleton St Ste 525  
Columbia, SC 29201

Form Approved by South Carolina  
Secretary of State 1/89

98-008911BC

State of South Carolina  
 Department of Revenue and Taxation  
 301 Gervais Street, P.O. Box 125, Columbia, South Carolina, 29214



March 10, 1998

FILE: 20140065-2

Secretary of State  
 Capital Complex  
 1205 Pendleton St Suite 525  
 Columbia, SC 29201

### Certificate of Compliance

This certifies that OAK FOREST HOMEOWNERS ASSOCIATION INC, a corporation chartered under the laws of SOUTH CAROLINA, has, as of the date of this certificate, filed all returns with respect to annual report of corporations and South Carolina Corporate Income Tax, and has paid all tax shown to be due on the annual report of corporations and the South Carolina Corporate Income Tax Return and that no such returns or taxes are now delinquent or unpaid, except such tax as may appear after audit of said returns and supporting records.

SC DEPARTMENT OF REVENUE  
 OFFICE SERVICES DIVISION

*[Signature]*  
 DAVID S. CALDWELL  
 TAX EXAMINER IV  
 Corporate Section  
 (803) 898-5705

IC24S05

CC: OAK FOREST HOMEOWNERS ASSOCIATION INC  
 2819 TEMPERANCE DRIVE  
 MYRTLE BEACH SC 29577-1603

File: 20140065-2

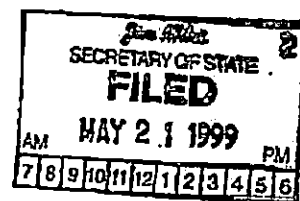
CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

SEP 10 2014

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

APPLICATION FOR REINSTATEMENT  
OF A CORPORATION DISSOLVED  
BY ADMINISTRATIVE ACTION



Pursuant to §33-14-220 of the 1976 South Carolina Code, as amended, the undersigned hereby applies to the Secretary of State for reinstatement of a corporation dissolved by administrative action and for that purpose, submits the following information:

1. The name of the corporation is: OAK FOREST HOMEOWNERS ASSOCIATION INC.
2. Complete either a or b, whichever is applicable:
  - a. ☐ Grounds for administrative dissolution did not exist.
  - b. ☒ The grounds for administrative dissolution, which were: Failure to file Corporate  
Income Tax Returns  
have now been eliminated.
3. The corporation's name satisfies the requirements of Section 33-4-101.

DATE: APRIL 5, 1999

OAK FOREST HOMEOWNERS ASSOCIATION INC.  
(Name of Corporation)  
By: John B. William  
(Signature)  
John B. William  
(Type of Print Name and Office)

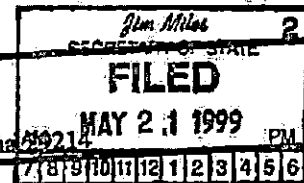
FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing Fee (Payable to the Secretary of State at the time of filing this application) - \$25.00
3. THIS APPLICATION MUST BE FILED WITHIN TWO YEARS AFTER THE EFFECTIVE DATE OF THE CORPORATION'S DISSOLUTION BY ADMINISTRATIVE ACTION AND MUST BE ACCOMPANIED BY A CERTIFICATE FROM THE SOUTH CAROLINA TAX COMMISSION RECITING THAT ALL STATE TAXES OWED BY THE CORPORATION HAVE BEEN PAID.

MAIL TO:  
SC Secretary of State  
PO Box 11350  
Columbia SC 29211

Form Approved by South Carolina  
Secretary of State 1/89

State of South Carolina  
 Department of Revenue  
 301 Gervais Street, P.O. Box 125, Columbia, South Carolina 29214



May 17, 1999

JULIA REESE  
 SECRETARY OF STATE  
 PO BOX 11350  
 COLUMBIA SC 29211

Re: Federal Identification Number: 57-1001816

### Certificate of Tax Compliance

This certifies that Oak Forest Homewners Association, has filed all returns for the South Carolina taxes listed below, through the period covered shown for each tax. No returns or taxes are now delinquent or unpaid. This does not cover any tax which may be due if an audit of these returns is conducted in the future, or any violations not yet processed or currently under appeal.

Taxes  
 Corporate

File Number  
 20140065-2

Period Covered  
 12-98/99

Sincerely,

*Alan C. Brown*

Alan C. Brown  
 Tax Examiner  
 Office Services Division  
 (803) 898-5729

COC

South Carolina Secretary of State

**Business Filings Document Request**

---

**Payment Success – Download Documents**

Your payment was processed successfully. Your receipt has been emailed to you.

*Payment Time: 8/17/2015 6:14:00 PM**Please note your bank statement will reflect a payment to SC.GOV.***Payment and Request Summary****Reference ID: 1508171617534****TPE Order ID: 37773094**

## Request Information

**Business Entity Name:**

Oak Forest Homeowners Association

**Date of Incorporation or Organization:**

06/13/1994

**Certificate Requested:**

Yes

**Documents:**

1 Documents

## Requesting Party's Information

Paul Dennison

pauldennison2003@yahoo.com

(843) 364-2152

## Summary of Charges

|                                              |                |
|----------------------------------------------|----------------|
| <b>Documents:</b>                            | <b>\$22.00</b> |
| <b>Certificate of Existence / Authority:</b> | <b>\$10.00</b> |
| <b>Electronic Records Access:</b>            | <b>\$11.50</b> |
| <b>Total Amount Paid:</b>                    | <b>\$43.50</b> |

**Physical Address:**

Edgar Brown Building

1205 Pendleton Street, Suite 525

Columbia, SC 29201

Phone: (803) 734-2158

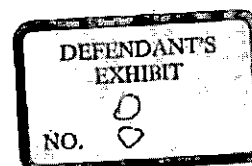
**Mailing Address:**

SC Secretary of State's Office

1205 Pendleton Street, Suite 525

Columbia, SC 29201

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AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015

REFERENCE ID: 1508171624420

*Mark Hammond*  
Secretary of State

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

ARTICLES OF CORRECTION  
FOR A  
NONPROFIT CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

The following information is submitted pursuant to Section 33-31-124 of the 1976 South Carolina Code of Laws, as amended:

1. Name of Corporation: OAK Forest Home Owners Association

Date incorporated or authorized to do business: June 13 1994

2. That on 9-7-2010, the corporation filed (fill out whichever is applicable):

a. ☐ The following described document:

b. ☒ The attached document (attach a copy of the document).

3. That this document was incorrect in the following manner:

Mr. Steve Peck for Community management group has never  
represented OAK Forest HOA, Inc.  
Our Board did not know about nor approve the dissolution  
Mr. Peck Admits he did this by mistake.

4. That the incorrect matters stated above in #3 should be revised as follows:

we want our original Articles of incorporation  
Reinstated to the original date of June 13, 1994  
Dissolution of the existing Articles to coincide with  
the Reinstatement of the old.

Date 2/23/15

Daniel Watson  
Signature

Daniel Watson President  
Name and Capacity

160639-0079 FILED: 07/01/2015  
OAK FOREST HOMEOWNERS ASSOCIATION, INC.  
Filing Fee: \$10.00 ORIG



Mark Hammond

South Carolina Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015  
REFERENCE ID: 1508171617534

*Mark Hammond*  
Secretary of State of South Carolina

Exhibit E

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

MAY 12 2016

ARTICLES OF DISSOLUTION  
FOR A  
NONPROFIT CORPORATION

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN INK OR BY

Pursuant to the provisions of Section 33-31-1404 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is: Oak Forest Homeowners Association, INC.
2. Date incorporated: 6/13/1993
3. The dissolution was authorized on: 6/12/2016
3. Choose one of the following by marking the appropriate box.
  - ☐ The resolution authorizing the dissolution was duly adopted by the members pursuant to Section 33-31-1402 of the 1976 South Carolina Code of Laws, as amended.
  - ☒ The resolution authorizing the dissolution was duly adopted by a majority of the Board of Directors, as approval by the members was not required (Section 33-31-1402(b) of the 1976 South Carolina Code of Laws, as amended.)
  - ☐ The resolution authorizing the dissolution was duly adopted by a majority of the incorporators pursuant to Section 33-31-1401 of the 1976 South Carolina Code of Laws, as amended.
4. If approved by the members was required, please provide the following information pursuant to Section 33-31-1404(a) (5) (i) and (i) of the 1976 South Carolina Code of Laws, as amended.
  - (a) Designation (Classes of membership): \_\_\_\_\_
  - (b) Number of memberships outstanding: \_\_\_\_\_
  - (c) Number of votes entitled to be cast by each class entitled to vote separately on dissolution: \_\_\_\_\_
  - (d) Number of votes entitled to be cast by each class indisputably voting on dissolution: \_\_\_\_\_
  - (e) Complete one of the following as appropriate:
    - (i) Total number of votes cast for and against dissolution by each class entitled to vote separately: \_\_\_\_\_
    - (ii) Total number of undisputed votes cast for dissolution by each class which was sufficient for approval for that class: \_\_\_\_\_

FILED: 6/12/2016  
OAK FOREST HOMEOWNERS ASSOCIATION, INC.  
Filing Fee: \$10.00 OFFER

1508171617534

Mark Hammond  
South Carolina Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015

REFERENCE ID: 1508171617534

*Mark Howard*  
Notary Public for South Carolina

5. If approval by third person(s) other than the members, directors, or incorporators was required, such approval was obtained.
6. If a public benefit or religious corporation, notice to the Attorney General, required by Section 33-31-1403 of the 1978 South Carolina Code of Laws as amended, has been given.
7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is: \_\_\_\_\_  
File time

[NOTE: A delayed effective date shall not be later than the 90<sup>th</sup> day after the date this document is filed by the Secretary of State.]

Date 8/1/2010

Oak Forest Homeowners Association, Inc.

Name of Corporation

*[Signature]*

Steve Peak

Type of Filing Officer

Community Manager

Signature Capacity

### AFFIDAVIT AFFIRMING AUTHORITY TO EXECUTE ARTICLES OF DISSOLUTION FOR A NONPROFIT ORGANIZATION

Filed pursuant to South Carolina Code of Laws § 33-31-1402 (f)

I do solemnly swear or affirm, under penalty of perjury, that I have the authority, either in my own right or on behalf of the board or other entity or group, to execute articles of dissolution for Oak Forest Homeowners Association, Inc., a nonprofit organization.

Jerry Whitson

Printed Name

Signature Jerry Whitson

Date 9/1/10

Sworn to and subscribed before me

This 1<sup>st</sup> day of September, 2010.

Notary Public of South Carolina

My Commission Expires 05-05-13

NO FEE FOR FILING WITH A NOTARY

Form Filled by South Carolina  
Secretary of State, July 2010.

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015  
REFERENCE ID: 1598171617534

*Mark Hammett*  
South Carolina Secretary of State

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

**ARTICLES OF DISSOLUTION  
FOR A  
NONPROFIT CORPORATION**

**TYPE OR PRINT CLEARLY IN BLACK INK**

Pursuant to the provisions of Section 33-31-1404 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is: Oak Forest Homeowners Association, INC  
Date incorporated: 6/13/1994
2. The dissolution was authorized on 9/1/2010
3. Choose one of the following by marking the appropriate box.  
☐ The resolution authorizing the dissolution was duly adopted by the members pursuant to Section 33-31-1402 of the 1976 South Carolina Code of Laws, as amended.  
☒ The resolution authorizing the dissolution was duly adopted by a majority of the Board of Directors, as approval by the members was not required (Section 33-31-1402(b) of the 1976 South Carolina Code of Laws, as amended.)  
☐ The resolution authorizing the dissolution was duly adopted by a majority of the incorporators pursuant to Section 33-31-1401 of the 1976 South Carolina Code of Laws, as amended.
4. If approval by the members was required, please provide the following information pursuant to Section 33-31-1404(a) (5) (i) and (ii) of the 1976 South Carolina Code of Laws, as amended.
  - (a) Designation (Classes of membership): \_\_\_\_\_
  - (b) Number of memberships outstanding: \_\_\_\_\_
  - (c) Number of votes entitled to be cast by each class entitled to vote separately on dissolution: \_\_\_\_\_
  - (d) Number of votes entitled to be cast by each class indisputably voting on dissolution: \_\_\_\_\_
  - (e) Complete one of the following as appropriate:
    - (i) Total number of votes cast for and against dissolution by each class entitled to vote separately: \_\_\_\_\_
    - (ii) Total number of undisputed votes cast for dissolution by each class which was sufficient for approval for that class: \_\_\_\_\_

100318-0223

FILED: 09/14/2010

OAK FOREST HOMEOWNERS ASSOCIATION, INC.

Filing Fee: \$10.00 ORIG



Mark Hammett

South Carolina Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015

REFERENCE ID: 1508171617534

*[Signature]*  
NOTARY PUBLIC

5. If approval by third person(s) other than the members, directors, or incorporators was required, such approval was obtained.
6. If a public benefit or religious corporation, notice to the Attorney General, required by Section 33-31-1403 of the 1978 South Carolina Code of Laws as amended, has been given.
7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is: \_\_\_\_\_  
date time

[NOTE: A delayed effective date shall not be later than the 90<sup>th</sup> day after the date this document is filed by the Secretary of State.]

Date: 9/1/2010

Oak Forest Homeowners Association, Inc

Name of Corporation

*[Signature]*  
Signature

Steve Peck  
Type or Print Name

Community Manager  
Signature's Capacity

### AFFIDAVIT AFFIRMING AUTHORITY TO EXECUTE ARTICLES OF DISSOLUTION FOR A NONPROFIT ORGANIZATION

Filed pursuant to South Carolina Code of Laws § 33-31-1402 (f)

I do solemnly swear or affirm, under penalty of perjury, that I have the authority, either in my own right or on behalf of the board or other entity or group, to execute articles of dissolution for Oak Forest Homeowners Association, Inc. a nonprofit organization.

Jerry Watson  
Printed Name

Jerry Watson  
Signature

Date 9/1/10

Sworn to and subscribed before me

This 1<sup>st</sup> day of September, 2010.

Notary Public of South Carolina

My Commission Expires: 05-01-13

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015

REFERENCE ID: 1508171617534

*Mark Hammond*  
\_\_\_\_\_  
Mark Hammond

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT OR BOTH  
OF A NONPROFIT CORPORATION

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Sections 33-31-502 and 33-31-1508 of the 1976 South Carolina Code of Laws, as amended the undersigned corporation submits the following information:

1. The name of the corporation is Oak Forest Homeowners Association
2. The corporation is (complete either "a" or "b" whichever is applicable)
  - a. A domestic nonprofit corporation incorporated in South Carolina on 6/13/1994 or
  - b. A foreign nonprofit corporation incorporated in \_\_\_\_\_ on \_\_\_\_\_  
State \_\_\_\_\_ Date \_\_\_\_\_  
and authorized to do business in South Carolina on \_\_\_\_\_  
Date \_\_\_\_\_
3. The street address of the current registered office in South Carolina is:  
1422 Fourth Ave Conway SC 29526  
Street Address City State Zip Code
4. If the current registered office is to be changed, the street address to which its registered office is to be changed is:  
349 Folly Rd Suite 20 Charleston SC 29412  
Street Address City State Zip Code
5. The name of the current registered agent is Tiffany P. McDowell
6. If the current registered agent is to be changed, the name of the successor registered agent is:  
Community Management Group  
\*I hereby consent to the appointment as registered agent of the corporation  
*[Signature]*  
\_\_\_\_\_  
Signature of New Registered Agent
7. The street addresses of the registered office and of the office of the registered agent, as changed, will be identical

\*Pursuant to Sections 33-31-502(S) and 33-31-1508(S) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form.

082804-0183

FILED 08/17/2015

OAK FOREST HOMEOWNERS ASSOCIATION INC.

Filing Fee \$10.00-ORIG

Mark Hammond

South Carolina Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015

REFERENCE ID: 1508171617534

*Mark H. ...*  
\_\_\_\_\_  
NOTARY PUBLIC

Date 7/30/08

Community Management Group  
Name of Corporation

*Steve Peck*  
Signature

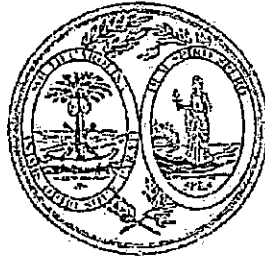
Steve Peck, President  
Type or Print Name and Title

**FILING INSTRUCTIONS**

- 1 Two copies of this form: the original and either a duplicate original or a conformed copy, must be filed
- 2 Filing Fee (payable to the Secretary of State at the time of filing this document) - \$10.00

Return to: Secretary of State  
P O: Box 11350  
Columbia SC 29211

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Incorporation, Nonprofit Corporation**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

**OAK FOREST HOMEOWNERS ASSOCIATION, INC.**

a nonprofit corporation duly organized under the laws of the State of South Carolina on June 13th, 1994, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose.

Now, therefore, I, Mark Hammond, Secretary of State, by virtue of the authority in me vested by the S.C. Code Ann. §33-31-101 et seq., do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, of the S.C. Code of Laws and Acts amendatory thereto.

Given under my Hand and the Great Seal  
of the State of South Carolina this 17th day  
of August, 2015.

A handwritten signature in cursive script that reads "Mark Hammond".  
Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

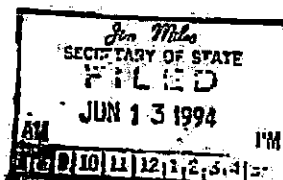
Aug 17 2015

REFERENCE ID: A508171617534

00105110-86

*Mike Howard*  
Notary Public for the State of South Carolina

**SECRETARY OF STATE**  
**NONPROFIT CORPORATION**  
**ARTICLES OF INCORPORATION**



- Instructions:**
- (1) Must be typewritten or printed
  - (2) Must file this original and one copy.
  - (3) Must include \$25 fee payable to the Secretary of State.
  - (4) Should your articles be refused, you will receive written notification within five days.

1. The name of this corporation is (33-31-401) \_\_\_\_\_

Oak Forest Homeowners Association, Inc.

2. The initial registered office of the corporation is:

1422 Fourth Avenue      Conway      SC      Horry  
Street Address      City      County

South Carolina, 29526

State, Zip Code

[The complete address is required by SC Code 33-31-202(a)3]

3. The name of the registered agent at the above office is:

Tiffaney Paul McDowell

4. Check either (a), (b), or (c). Check only one box.

- ☐ The nonprofit corporation is a public benefit corporation.
- ☐ The nonprofit corporation is a religious corporation.
- ☒ The nonprofit corporation is a mutual benefit corporation.

5. Check (a) or (b), whichever is applicable:

- ☒ This corporation will have members who will vote for the board of directors. See Section 33-31-202(a)5.
- ☐ This corporation will not have members.

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015

REFERENCE ID: A508171617534

*Mark H. ...*

6. The address of the principal office of the nonprofit corporation is:

1422 Fourth Avenue

Street Address

Conway                      Horry                      SC                      29526  
City,                      County,                      State,                      Zip Code

[The complete address is required by SC Code 33-31-202(a)7]

7. If the corporation is either public benefit or religious, complete either (a) or (b) below. Do not check both.  
[This information is required by 33-31-202(a)6]

☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)3 of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the court of common pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

☐ Upon dissolution of the corporation, consistent with law, the remaining assets of the corporation shall be distributed to:

8. If the corporation is a mutual benefit corporation, complete either (a) or (b) to describe how the assets of the corporation will be distributed upon dissolution of the corporation.

☒ Upon dissolution of the mutual benefit corporation, the assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

☐ Upon dissolution of the mutual benefit corporation the assets, consistent with law, shall be distributed to

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015

REFERENCE ID: A508171617534

*McDowell*

9. Please include any optional provisions which the nonprofit elects to include in these articles of incorporation. See Section 33-31-202(b) through 33-31-202(e).

10. The name and address of each incorporator is as follows:

George E. McDowell, Jr.

1318 Third Avenue, Conway, S. C. 29526

[This information is required by SC Code 33-31-202(a)4]

- 11.

*George E. McDowell, Jr.*  
Incorporator's Signature [33-31-202(d)]

George E. McDowell, Jr.

Incorporator's Name (typed)

Incorporator's Signature

Incorporator's Name (typed)

- 12.

Signature of any director named in these articles

Director's Name (typed)

Signature of any director named in these articles

Director's Name (typed)

*June 10, 1974*  
Date and Time

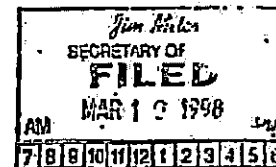
CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015  
REFERENCE ID: 1509171612534

*Phil Howard*  
CLERK OF THE SECRETARY OF STATE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

APPLICATION FOR REINSTATEMENT  
OF A CORPORATION DISSOLVED  
BY ADMINISTRATIVE ACTION



Pursuant to §33-14-220 of the 1976 South Carolina Code, as amended, the undersigned hereby applies to the Secretary of State for reinstatement of a corporation dissolved by administrative action and for that purpose, submits the following information:

1. The name of the corporation is: Oak Forest Homeowners Association, Inc.
  2. Complete either a or b, whichever is applicable:
    - a. ☐ Grounds for administrative dissolution did not exist.
    - b. ☒ The grounds for administrative dissolution, which were: failure to file 12-31-96 Corporate Income Tax Returns.
- have now been eliminated.

3. The corporation's name satisfies the requirements of Section 33-4-101.

DATE: 1/15/98

Oak Forest Homeowners Association, Inc.  
(Name of Corporation)

By: *John Williams*  
(Signature)

John Williams, President  
(Type of Print Name and Office)

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing Fee (Payable to the Secretary of State at the time of filing this application) - \$25.00
3. THIS APPLICATION MUST BE FILED WITHIN TWO YEARS AFTER THE EFFECTIVE DATE OF THE CORPORATION'S DISSOLUTION BY ADMINISTRATIVE ACTION AND MUST BE ACCOMPANIED BY A CERTIFICATE FROM THE SOUTH CAROLINA TAX COMMISSION REGARDING THAT ALL STATE TAXES OWED BY THE CORPORATION HAVE BEEN PAID.

MAIL TO:

Secretary of State  
Capital Complex  
1205 Pendleton St. Ste 525  
Columbia, SC 29201

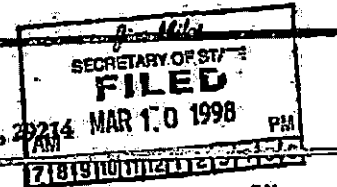
Form Approved by South Carolina  
Secretary of State 1/89

98-008911BC

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015  
REFERENCE ID: 1508171617534

State of South Carolina  
Department of Revenue and Taxation  
301 Calhoun Street, P.O. Box 125, Columbia, South Carolina, 29214



March 10, 1998

FILE: 20140065-2

Secretary of State  
Capital Complex  
1205 Pendleton St Suite 525  
Columbia, SC 29201

### Certificate of Compliance

This certifies that OAK FOREST HOMEOWNERS ASSOCIATION INC., a corporation chartered under the laws of SOUTH CAROLINA, has, as of the date of this certificate, filed all returns with respect to annual report of corporations and South Carolina Corporate Income Tax, and has paid all tax shown to be due on the annual report of corporations and the South Carolina Corporate Income Tax Return and that no such returns or taxes are now delinquent or unpaid, except such tax as may appear after audit of said returns and supporting records.

SC DEPARTMENT OF REVENUE  
OFFICE SERVICES DIVISION

DAVID S. CALDWELL  
TAX EXAMINER IV  
Corporate Section  
(803) 898-5705

IC2450S

CC: OAK FOREST HOMEOWNERS ASSOCIATION INC  
2819 TEMPERANCE DRIVE  
MYRTLE BEACH SC 29577-1603

File: 20140065-2

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

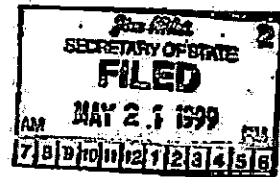
Aug 17 2015

REFERENCE ID: 1508171617534

*Mark H. ...*

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

**APPLICATION FOR REINSTATEMENT  
OF A CORPORATION DISSOLVED  
BY ADMINISTRATIVE ACTION**



Pursuant to §33-14-220 of the 1976 South Carolina Code, as amended, the undersigned hereby applies to the Secretary of State for reinstatement of a corporation dissolved by administrative action and for that purpose, submits the following information:

1. The name of the corporation is: OAK FOREST HOMEOWNERS ASSOCIATION INC.
2. Complete either a or b, whichever is applicable:  
 a. ☐ Grounds for administrative dissolution did not exist.  
 b. ☒ The grounds for administrative dissolution, which were: Failure to file Corporate Income Tax Returns  
have now been eliminated.
3. The corporation's name satisfies the requirements of Section 33-4-101.

DATE: APRIL 5, 1999

OAK FOREST HOMEOWNERS ASSOCIATION INC.

(Name of Corporation)

By: John B. William

(Signature)

John B. William

(Type of Print Name and Office)

**FILING INSTRUCTIONS**

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing Fee (Payable to the Secretary of State at the time of filing this application) - \$25.00
3. THIS APPLICATION MUST BE FILED WITHIN TWO YEARS AFTER THE EFFECTIVE DATE OF THE CORPORATION'S DISSOLUTION BY ADMINISTRATIVE ACTION AND MUST BE ACCOMPANIED BY A CERTIFICATE FROM THE SOUTH CAROLINA TAX COMMISSION CERTIFYING THAT ALL STATE TAXES OWED BY THE CORPORATION HAVE BEEN PAID.

MAIL TO:  
SC Secretary of State  
PO Box 11350  
Columbia SC 29211

Form Approved by South Carolina  
Secretary of State 1/89

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Aug 17 2015

REFERENCE ID: 1508171617534

*Mike Hammond*  
MICHAEL HAMMOND  
CLERK OF SUPERIOR COURT

State of South Carolina  
Department of Revenue

301 Gervais Street, P.O. Box 125, Columbia, South Carolina 29201-0125

|                                  |   |   |    |    |    |   |   |   |   |   |   |
|----------------------------------|---|---|----|----|----|---|---|---|---|---|---|
| John Miles<br>SECRETARY OF STATE |   |   |    |    |    |   |   |   |   |   |   |
| <b>FILED</b>                     |   |   |    |    |    |   |   |   |   |   |   |
| MAY 21 1999 PM                   |   |   |    |    |    |   |   |   |   |   |   |
| 7                                | 8 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 |

May 17, 1999

JULIA REESE  
SECRETARY OF STATE  
PO BOX 11350  
COLUMBIA SC 29211

Re: Federal Identification Number: 57-1001816

### Certificate of Tax Compliance

This certifies that Oak Forest Homeowners Association, has filed all returns for the South Carolina taxes listed below, through the period covered shown for each tax. No returns or taxes are now delinquent or unpaid. This does not cover any tax which may be due if an audit of these returns is conducted in the future, or any violations not yet processed or currently under appeal.

Taxes  
Corporate

File Number  
20140065-2

Period Covered  
12-98/99

Sincerely,

*Alan C. Brown*

Alan C. Brown  
Tax Examiner  
Office Services Division  
(803) 898-5729

COC

Print

Subject: settlement

From: paul dennison (pauldennison2003@yahoo.com)

To: saraniti@grandstrandlawyers.com

Date: Wednesday, August 31, 2016 11:33 AM

Ms Saraniti,

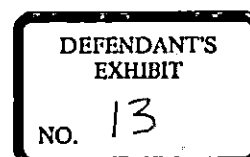
I would like to settle this matter before it goes any further. I need to know the exact amount that I need to pay.

The bill shows a fence fine that was to be removed. After I got notice of fine and talked to the treasurer Karen Ziep, she told me that it would be removed. Please see emails to Madeline Logan dated 4/2/2014 and 6/5/2014. (Exhibit 1)

Also, I need to know about the attorney's fees and interest included in the bill. At the court hearing (*Oak Forest v. Earley, et. al.*) on 11/19/2014 the motion was denied and no legal fees were awarded but on 4/10/2015 a settlement amount was placed on my bill. I have no knowledge of any settlement. (Exhibit 2) Also, on the last part of the bill that you sent there is a handwritten amount for the attorney's fees of \$1,499.59. Can you please tell me what this fee is for? At the hearing on May 2016, there was no award of attorney's fees. In fact, the judge dismissed the case as per emails that he received from David Durant stating that the case has been settled. (Exhibit 3) I was not offered any kind of settlement and have no knowledge of an offer to pay anything towards attorney fees. Please see emails. (Exhibit 4)

Ms Saraniti, can you please tell me if the corrective lien that was filed on 8/16/2016 is added to the lien that Daniel Watson filed on 4/20/2016, or if the corrective lien cancels the lien that Daniel Watson filed. Also, on the corrective lien, it shows your attorney's fees as \$550. Can you please tell me if there is any additional fees that are owed to you by me. I have calculated what appears to be the amount of \$600 HOA fees with approximately \$60 interest per year (approx. \$180 for 3 years), and with your fees of \$550 and a filing fee and cost of 24.50, this being a total of \$1,354.50. I would like to know an exact amount that is acceptable. I am totally and permanently disabled living off of \$1,400 per month so it makes it important to me to settle this matter as fair as possible for all involved. I cannot afford to pay the HOA fees for suing me for slander each time they decide that they want to cause me grief.

The main reason that I stopped paying the dues was that on May 5, 2014, I went to the Horry County solicitors office along with my son William Dennison and a neighbor Jeffrey Thomas and had a meeting with Thomas Terrell. Terrell checked the records at that time and agreed that the records of the Secretary of State showed the HOA was dissolved. He then suggested to not pay them any more money and to bring suit to get any money that had been paid back, and to tell my neighbors to do the same.



Print

I do not want to continue this any further and I do need a fair amount that would end this matter. The last offer that my attorney made to me before my homeowners' insurance was canceled is attached. (Exhibit 5) That would amount to \$300. After that I was not contacted by my Attorney Linda Gangi, nor David Durant and my homeowner's insurance was canceled because of the HOA claims of physical damage. (Exhibit 6) (See top of page 2 Clue Sheet). And please see Notice of Cancellation. (Exhibit 7)

Also, notice from my mortgage holder U.S. Bank (Exhibit 8). That notice was sent to them. U.S. bank is my current mortgage holder, not BB&T.

I cannot afford to lose my home because of this misunderstanding. I am disputing the amount on the bill and would like to settle this as quickly as possible.  
Thank you.

Paul Dennison  
2436 Morlynn Dr  
Myrtle Beach, SC 29577  
(843) 364-2152

---

#### Attachments

- Exhibit 1.pdf (2.25MB)
- Exhibit 2.pdf (2.33MB)
- Exhibit 3.pdf (2.50MB)
- Exhibit 4.pdf (2.07MB)
- Exhibit 5.pdf (1.84MB)
- Exhibit 6.pdf (1.58MB)
- Exhibit 7.pdf (1.80MB)
- Exhibit 8.pdf (1.11MB)

FORM 4

② Wed.  
#14STATE OF SOUTH CAROLINA  
COUNTY OF HORRY  
THE COURT OF COMMON PLEASJUDGMENT IN A CIVIL CASE  
CASE NUMBER 2014CP2605247Oak Forest Homeowners  
Association Inc

David Earley

Paul M Dennison

Jeffrey Thomas  
Kevin R LundgrenLorinda Thomas  
Ryan M Lundgren

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Clerk of Court

Attorney for: ☐ Plaintiff ☐ Defendant  
☐ Self-Represented Litigant

## DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 43(k), SCRCP (Settled); ☐ Rule 12(b), SCRCP; ☐ Rule 43(a), SCRCP (Vol. Nonsuit); ☐ Other: \_\_\_\_\_
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: \_\_\_\_\_
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:  
ORDER INFORMATION

Plaintiff's Motion for Temporary Relief is DENIED.  
Plaintiff may file an Amended Complaint within 30 days. All counsel consented.

This order ☐ ends ☒ does not end the case.  
 Additional Information for the Clerk: \_\_\_\_\_

## INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below)                                                              | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                                                                                           |                                          |                                                          |
|                                                                                                           |                                          |                                                          |
|                                                                                                           |                                          |                                                          |
|                                                                                                           |                                          |                                                          |
| If applicable, describe the property, including tax map information and address, referenced in the order: |                                          |                                                          |

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

2  
Circuit Court Judge

2160  
Judge Code

11/19/2014  
Date

For Clerk of Court Office Use Only

This judgment was entered on, and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Norwood David DuRant PO Box 14722 Surfside Beach, SC 29587

ATTORNEY(S) FOR THE PLAINTIFF(S)

Joseph Stanley Sandefur PO Box 2850 Murrells Inlet, SC 29576

Ryan M Lundgren 2443 Morlynn Dr. Myrtle Beach, SC 29577

William Edward Lawson PO Box 2116 Myrtle Beach, SC 29578-2116

Linda Weeks Gangl PO Box 1740 Conway, SC 2952

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter Francis Bakis-Ray

Melanie Huggins-Ward - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Copy of Order

Mailed

Initials

## FORM 4

3

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY  
THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2014CP2605247

Ark Forest Homeowners  
Association Inc

David Earley

Paul M. Dennison

Jeffrey Thomas  
Kevin R Lundgren  
Stephen H Peck

Lorinda Thomas  
Ryan M Lundgren  
Community  
Management Group  
LLC

## PLAINTIFF(S)

## DEFENDANT(S)

Submitted by: Clerk of Court

Attorney for: ☐ Plaintiff ☐ Defendant  
☐ Self-Represented Litigant

## DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☒ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);  
☒ Rule 43(k), SCRPC (Settled); ☐ Other: \_\_\_\_\_
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;  
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: \_\_\_\_\_
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (normal order to follow) ☐ Statement of Judgment by the Court:

## ORDER INFORMATION

Jury Trial - Case Settled - although settlement was not placed on record.  
See attached e-mail

This order ☒ ends ☐ does not end the case.  
Additional Information for the Clerk: \_\_\_\_\_

## INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
| N/A                                          | N/A                                      | N/A                                                      |
|                                              |                                          |                                                          |
|                                              |                                          |                                                          |

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed

FILED  
HORRY COUNTY  
16 MAY 25 PM 12:20  
KELAHIE HUGGINS WARD  
CLERK OF COURT

*[Handwritten signature]*

such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Robert H. John 129 5/23/2016  
Circuit Court Judge Judge Code Date  
For Clerk of Court Office Use Only

This judgment was entered on, and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Norwood David Durant Sr. Law Offices Of N. David  
Durant PO Box 14722 Surfside Beach, SC 29587

Paul M Dennison 2436 Moriyann Dr Myrtle Beach, SC 29577  
Joseph Stanley Sandefur PO Box 2850 Murrells Inlet, SC  
29576  
Ryan M Lundgren 2443 Moriyann Drive Myrtle Beach, SC  
29577  
William Edward Lawson PO Box 2116 Myrtle Beach, SC  
29578-2116  
Matthew Evan Pecoy McGrath Law Firm, PA 302 Johnnie  
Dodds Boulevard Mt. Pleasant, SC 29464  
Kevin R Lundgren 2443 Moriyann Dr Myrtle Beach, SC

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Melanie Huggins-Ward - Clerk of Court

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

Is action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

2/13  
8/1/17

(4)

**Johnson, Linda**

From: John, Steven H. Law Clerk (Ashley L. Kemp) <SJohnLC@sccourts.org>  
 Sent: Monday, May 23, 2016 11:50 AM  
 To: Johnson, Linda  
 Subject: FW: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

From: Lynn Jordan [mailto:ljordan@lawofficesofdurant.com]  
 Sent: Friday, May 20, 2016 12:36 PM  
 To: 'Lawson, William E.'; John, Steven H. Law Clerk (Ashley L. Kemp)  
 Cc: ddurant@lawofficesofdurant.com; jsandefur@grandstrandattorneys.com; mpecoy@mcgrathlawfirm.com; 'Krista Withers'; 'Jones, Blakley'  
 Subject: RE: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

Ashley,

We have a tentative settlement & are awaiting approval of the Releases. Therefore, David asked that I inform you that the above case scheduled on the roster for Monday, May 23, 2016, will not be going forward. Thanks so much for your attention to this matter & in the event you have any questions or require any documentation from us, please let us know.

**J. Lynn Jordan**

Litigation Paralegal to N. David Durant, Esquire  
 Family Court Paralegal to L. James Parvis, Jr., Esquire  
 Law Offices of N. David Durant and Associates, P.A.  
 1801 Glenns Bay Road (29575)  
 P.O. Box 14722 (29587)  
 Surfside Beach, SC  
 (Ph) 843-650-7800  
 (Fax) 843-650-8090

*If there is an attachment to this email & you were unable to open it, please respond immediately so that alternate arrangements may be made for proper delivery. Thank you & have a super-blessed day.*

From: Lawson, William E. [mailto:WLawson@TurnerBadgett.com]  
 Sent: Thursday, May 19, 2016 4:26 PM  
 To: John, Steven H. Law Clerk (Ashley L. Kemp)  
 Cc: ddurant@lawofficesofdurant.com; jsandefur@grandstrandattorneys.com; mpecoy@mcgrathlawfirm.com; Litigation Durant Law  
 Subject: Re: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

Ashley

I have settled my part of the case on behalf of the defendants Thomas. I understand the other parties are discussing settlement.

**Johnson, Linda**

**From:** John, Steven H. Law Clerk (Ashley L. Kemp) <SJohnLC@sccourts.org>  
**Sent:** Monday, May 23, 2016 11:50 AM  
**To:** Johnson, Linda  
**Subject:** FW: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

**From:** Lawson, William E. [mailto:WLawson@TurnerPadgett.com]  
**Sent:** Thursday, May 19, 2016 4:26 PM  
**To:** John, Steven H. Law Clerk (Ashley L. Kemp)  
**Cc:** ddurant@lawofficesofdurant.com; jsandefur@grandstrandattorneys.com; mpecoy@mograthlawfirm.com; Litigation  
Durant Law  
**Subject:** Re: 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

Ashley

I have settled my part of the case on behalf of the defendants Thomas. I understand the other parties are discussing settlement.

Ed

Sent from my iPhone

On May 19, 2016, at 3:36 PM, John, Steven H. Law Clerk (Ashley L. Kemp) <SJohnLC@sccourts.org> wrote:

Please ignore the Into to Mr. Brittain, I apologize. I forgot to delete it before sending the email.

Best,

Ashley Kemp

**From:** John, Steven H. Law Clerk (Ashley L. Kemp)  
**Sent:** Thursday, May 19, 2016 3:35 PM  
**To:** ddurant@lawofficesofdurant.com; jsandefur@grandstrandattorneys.com  
**Cc:** Ed Lawson; mpecoy@mograthlawfirm.com  
**Subject:** 2014CP2605247; Oak Forest Homeowners Association Inc. v. David Earley

Good morning Mr. Brittain,

Your case is first up on the Common Pleas Jury Roster for next week. Judge John would like to know the status of your case, if you have any matters the court needs to take up before trial begins, and an estimate of how long the trial will last. You will need to have a printed witness list and proposed voir dire to hand up to Judge John on Monday morning. Please let me know if you need any further information, and I look forward to hearing from you.

(5)

**THOMPSON & HENRY, P.A.**  
ATTORNEYS AT LAW  
1300 SECOND AVENUE, THIRD FLOOR  
POST OFFICE BOX 1740  
CONWAY, SOUTH CAROLINA 29528

LINDA WEEKS GANGI  
[lgangi@thompsonlaw.com](mailto:lgangi@thompsonlaw.com)

TELEPHONE  
(843) 248-5741  
FAX  
(843) 248-5112

June 24, 2015

Mr. Paul M. Dennison  
2436 Morlynn Drive  
Myrtle Beach, SC 29577

Re: *Oak Forest Homeowners Association, Inc. vs. David Earley, Paul M. Dennison, Jeffrey Thomas, Lorinda Thomas, Kevin R. Lundgren and Ryan M. Lundgren*  
Civil Action No.: 2014-CP-26-5247  
Claim No.: 40-544K-638  
Date of Loss: June 6, 2014  
SF Ins: Paul Dennison  
Claim Rep: Carol Hollinger

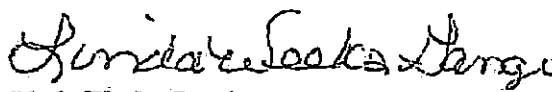
Dear Mr. Dennison:

I spoke with David DuRant on June 23, 2015. Mr. DuRant has indicated that his client would most likely agree to settlement of this claim against you if you would pay the HOA dues from the time the HOA was incorporated after the dissolution until the present and that you would sign an Acknowledgment acknowledging that the HOA is now properly formulated. Please let me know how you would like to respond.

With kindest personal regards, I remain

Yours very truly,

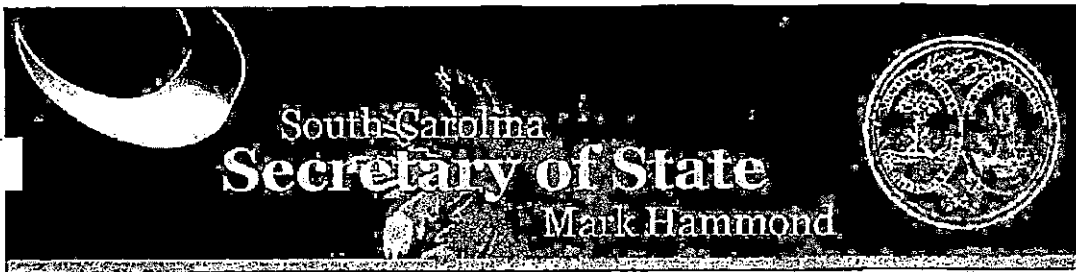
THOMPSON & HENRY, P.A.

  
Linda Weeks Gangi

LWG/avs  
pc: Carol Hollinger

15 month to date  
The correction was 7-1-2015 to  
present.

5



## OAK FOREST HOMEOWNERS ASSOCIATION, INC.

Note: This online database was last updated on 8/30/2016 3:05:16 AM.  
See our Disclaimer.

|                        |                |
|------------------------|----------------|
| DOMESTIC / FOREIGN:    | Domestic       |
| STATUS:                | Good Standing  |
| STATE OF INCORPORATION | SOUTH CAROLINA |
| / ORGANIZATION:        | Non Profit     |

### REGISTERED AGENT INFORMATION

|                        |                             |
|------------------------|-----------------------------|
| REGISTERED AGENT NAME: | CEDAR MANAGEMENT GROUP, LLC |
| ADDRESS:               | 1320 MAIN STREET            |
| CITY:                  | COLUMBIA                    |
| STATE:                 | SC                          |
| ZIP:                   | 29201                       |
| SECOND ADDRESS:        | SUITE 300                   |
| FILE DATE:             | 06/13/1994                  |
| EFFECTIVE DATE:        | 06/13/1994                  |
| DISSOLVED DATE:        | //                          |

### Corporation History Records

| CODE                       | FILE DATE  | COMMENT                                                | Document |
|----------------------------|------------|--------------------------------------------------------|----------|
| Agent                      | 04/08/2016 | CHANGE AGENT/ ADDRESS FROM: COMMUNITY MANAGEMENT GROUP |          |
| Correction                 | 07/01/2015 | CORRECTION                                             |          |
| Dissolution                | 09/14/2010 | DISSOLUTION                                            |          |
| Agent                      | 08/01/2008 | CHG AGT & ADD TIFFANEY P MCDOWELL                      |          |
| Reinstatement              | 05/21/1999 | REINSTATEMENT                                          | Image    |
| Reinstatement              | 03/10/1998 | REINSTATEMENT                                          | Image    |
| Eleemosynary Incorporation | 06/13/1994 | NONPROFIT INCORPORATION                                | Image    |

**Disclaimer:** The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

(6)

\*Date Ordered: 06 / 14 / 2016

Expires On: 07/13/2016

**C.L.U.E. PROPERTY CLAIMS REPORT**

|              |                               |                  |                |
|--------------|-------------------------------|------------------|----------------|
| Reference #: | 16166141612220                | Date of Order:   | 06 / 14 / 2016 |
| Account:     | 503285 LEXISNEXIS             | Date of Receipt: | 06 / 14 / 2016 |
| Recap:       | RISK - 1 CLAIM(S) REPORTED    |                  |                |
|              | SUBJECT - 1 CLAIM(S) REPORTED |                  |                |

**SEARCH REQUEST**

Subject Name: PAUL DENNISON  
 Date of Birth: 07 / XX / 19XX  
 SSN: XXX-XX-XXXX  
 Sex: U  
 Address: 2436 MORLYNN DR  
 MYRTLE BEACH,  
 SC29577-1626  
 Former Address: 100 SARMIENTO LN  
 SUMMERVILLE,  
 SC29483-8422  
 Telephone #: (843) 294-0264

**REPORTED CLAIM HISTORY FOR RISK**

The loss history below is associated with the subject and risk address information listed in the Search Request section of this report. Additional loss history information may be available if additional search information is provided.

**CLAIM 1**

|                 |                                                  |                  |                  |
|-----------------|--------------------------------------------------|------------------|------------------|
| Claim Date/Age: | 06 / 06 / 2014 (02yr - 00mo)                     | CLUE File #:     | 1429750060000897 |
| Company:        | STATE FARM F&C SC                                | AM BEST #:       | 88400            |
| Policy #:       | 2740BSX8947                                      | Policy Type:     | HOMEOWNERS       |
| Claim #:        | 40544K638060614                                  | Additional Info: |                  |
| Address:        | 2436 MORLYNN DR<br>MYRTLE BEACH,<br>SC29577-1626 |                  |                  |
| Telephone:      | (843) 294-0264                                   |                  |                  |
| Mortgagee:      | U S BANK NATIONAL ASSOCIATION                    | Loan #:          | 9902533608       |
| Insured:        | DENNISON, PAUL                                   | Claimant:        | .                |
| Insured SSN:    | XXX-XX-XXXX                                      | Claimant SSN:    | -XXXX            |

**PAYMENTS BY CLAIM TYPE**

| <i>Amount</i>                     | <i>Type</i> | <i>Status</i>  |
|-----------------------------------|-------------|----------------|
| \$0 - Physical Damage (All Other) |             | Status: CLOSED |

**REPORTED CLAIM HISTORY FOR SUBJECT**

The reported loss history below is associated with the subject, either at the risk address or at other developed addresses.

**CLAIM 1**

|                 |                              |                  |                  |
|-----------------|------------------------------|------------------|------------------|
| Claim Date/Age: | 04 / 28 / 2012 (04yr - 01mo) | CLUE File #:     | 1303050020000432 |
| Company:        | STATE FARM F&C IN            | AM BEST #:       | 88140            |
| Policy #:       | 1814BWA4105                  | Policy Type:     | MOBILE HOME      |
| Claim #:        | 14243K012042812              | Additional Info: | CATASTROPHE      |

3796HIGHWAY 64 NE  
Address: GEORGETOWN,  
IN47122-9615

Telephone: (270) 589-4269

Insured: DENNISON, PAUL

Insured SSN: XXX-XX-XXXX

Claimant:

Claimant SSN: -XXXX

**PAYMENTS BY CLAIM TYPE**

| <i>Amount</i> | <i>Type</i> | <i>Status</i>  |
|---------------|-------------|----------------|
| \$805 - Hail  |             | Status: CLOSED |

**INQUIRY HISTORY**

|       |                |            |                     |
|-------|----------------|------------|---------------------|
| Date: | 08 / 19 / 2015 | Requestor: | ALLSTATE INS CO     |
| Date: | 08 / 31 / 2015 | Requestor: | FACTACT/CHOICEPOINT |
| Date: | 09 / 04 / 2015 | Requestor: | FACTACT/CHOICEPOINT |
| Date: | 03 / 30 / 2016 | Requestor: | FACTACT/CHOICEPOINT |

Prepared by: COMPREHENSIVE LOSS UNDERWRITING EXCHANGE  
C.L.U.E. Inc., Atlanta, GA.  
"C.L.U.E." is a registered trademark of LexisNexis Risk Solutions Inc.



Atlanta Operations Center  
11350 Johns Creek Parkway  
Duluth, Georgia 30098-0001

⑦

July 06, 2015

DENNISON, PAUL  
2436 MORLYNN DR  
MYRTLE BEACH SC 29577-1626

# NON-RENEWAL NOTICE

RE: Policy Number: 40-BS-X894-7-09  
Policy Type: Homeowners Policy  
Location: 2436 Morlynn Dr  
Myrtle Beach SC 29577-1626  
EXPIRATION DATE: September 11, 2015 12:01 AM

Dear Policyholder:

Thank you for allowing us to provide your Homeowners insurance under this policy. We are sorry that we cannot continue this insurance. Therefore, your policy will not be renewed, in accordance with the terms and conditions of your policy and the laws of your state, as of September 11, 2015.

This insurance coverage is no longer acceptable to State Farm Fire and Casualty Company due to insufficient underwriting information. Also in addition your loss history, including:

| DATE OF LOSS | TYPE OF LOSS   | AMOUNT OF LOSS |
|--------------|----------------|----------------|
| 05-06-2014   | LIABILITY LOSS | \$0.00         |

We are notifying the mortgagee(s) and/or additional interest(s) listed below of our action. Because their letter is only a notice of cancellation, it will not disclose the above reason for our decision.

U S Bank National Association

Other insurance may be available through another insurer. Please see another licensed South Carolina insurance agent for details. The Department of Insurance can provide you with a buyer's guide regarding insurance availability. To obtain a copy, call the Department toll free at 1-800-768-3467 or write to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105. The main office is located at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201.

DENNISON, PAUL  
40-B8-X894-7  
July 06, 2015  
Page 2 of 2

If you have other questions or concerns regarding this action, please contact your State Farm® Agent, Jay Jefferson.

For your protection, you are urged to obtain other insurance to prevent any lapse in coverage.

Sincerely,

Personal Lines Fire Underwriting  
State Farm Fire and Casualty Company

**IMPORTANT NOTICE:** Within thirty days of receiving this notice, you or your attorney may request in writing that the director (South Carolina Department of Insurance) review this action to determine whether the insurer has complied with South Carolina laws with cancelling or non-renewing your policy. If the insurer has failed to comply with the cancellation or non-renewal laws, the director may require that your policy be reinstated. However, the director is prohibited from making underwriting judgments. If this insurer has complied with the cancellation or non-renewal laws, the director does not have the authority to overturn this action.

CC: Jay Jefferson 2107 SC  
Sc - Columbia FA35 SC

**usbank.**

All of us serving you

⑧

Hazard Insurance Processing Center  
P.O. Box 7298  
Springfield, OH 45501-7298

July 14, 2015

Paul M. Dennison  
2436 Morlynn Dr  
Myrtle Beach SC 29577

Property Address:

2436 Morlynn Dr  
Myrtle Beach SC 29577

Dear Mortgagor(s):

We have received a Notice of Cancellation for your homeowner's policy on the above property address effective 9/11/2015. It is a requirement of your mortgage that this coverage be maintained on your account.

Please contact your agent to request that they send us evidence of acceptable coverage or a reinstatement notice. You may fax this information to 937-327-7707 or mail to the address listed below. The mortgagee clause on the policy should read as follows:

U.S. Bank National Association  
Its Successors and/or Assigns  
c/o U.S. Bank Home Mortgage  
P O Box 7298  
Springfield, OH 45501-7298  
Account Number: 9902533608

If we do not receive a response from you or your agent, we will obtain insurance on your behalf. You will be required to bear the cost of the insurance either through an existing escrow account or by an adjustment in your payment. We cannot guarantee that the coverage of our policy will be comparable to your former policy.

U. S. Bank Home Mortgage is committed to providing you with the best service in the mortgage industry. Should you have any questions regarding this letter, please contact our Customer Service Center at 800-365-7772 or visit our website at [www.usbankhomemortgage.com](http://www.usbankhomemortgage.com).

Hazard Insurance Processing Center  
HZ243-057/ZWB/9902533608

South Carolina Secretary of State Mark Hammond

## Business Entities Online

File, Search, and Retrieve Documents Electronically

---

### OAK FOREST VILLAGE COMMUNITY ASSOCIATION, INC.

#### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

#### Important Dates

Effective Date: 03/18/2004

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

---

#### Registered Agent

Agent: COMMUNITY MANAGEMENT GROUP, LLC

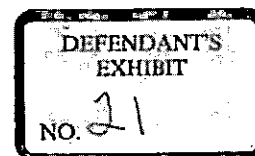
Address: 349 FOLLY ROAD, STE 2B  
CHARLESTON, South Carolina 29412

#### Official Documents On File

| Filing Type               | Filing Date |
|---------------------------|-------------|
| Change of Agent or Office | 07/23/2008  |
| Change of Agent or Office | 06/11/2007  |
| Incorporation             | 03/18/2004  |

For filing questions please contact us at 803-734-2158

Copyright © 2017 State of South Carolina



CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THE OFFICE

SEP 04 2014

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
NONPROFIT CORPORATION  
ARTICLES OF INCORPORATION

FILED

MAR 18 2004

*Mark Hammond* 2  
SECRETARY OF STATE

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is OAK FOREST VILLAGE COMMUNITY ASSOCIATION, INC.
2. The initial registered office of the nonprofit corporation is: 1441 Main Street, Suite 1500, Columbia, South Carolina 29201.

The name of the registered agent of the nonprofit corporation at that office is: Brian Bonner.

I hereby consent to the appointment as registered agent of the corporation.

*Brian Bonner*  
Agent's Signature

3. Check "a", "b", or "c" whichever is applicable. Check only one box.
  - a. ☐ The nonprofit corporation is a public benefit corporation.
  - b. ☐ The nonprofit corporation is a religious corporation.
  - c. ☒ The nonprofit corporation is a mutual benefit corporation.
4. Check "a" or "b", whichever is applicable:
  - a. ☒ This corporation will have members.
  - b. ☐ This corporation will not have members.
5. The address of the principal office of the nonprofit corporation is: 3441 Pelham Road, Greenville, South Carolina 29615.
6. If this nonprofit corporation is either a public benefit or religious corporation (box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.
  - a. ☐ Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal

040701-0503



tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

- b. ☐ Upon dissolution of the corporation, consistent with law, the remaining assets of the corporation shall be distributed to:

7. If the corporation is a mutual benefit corporation (box "c" of ¶ 3. is checked), complete either (a) or (b), whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

- a. ☒ Upon dissolution of the mutual benefit corporation the remaining assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefitting or serving.
- b. ☐ Upon dissolution of the mutual benefit corporation the [ remaining ] assets, consistent with law, shall be distributed to: \_\_\_\_\_

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See Section 33-31-202(c) of the 1976 South Carolina Code of Laws, as amended, the applicable comments thereto, and the instructions to this form):

- a. Purpose. This Association does not contemplate pecuniary gain or profit to the members hereof, and the specific primary purposes for which it is formed are to provide for management, administration, maintenance, preservation and architectural control of the Units, Lots and Common Areas within a certain tract of property situate in Dorchester County, South Carolina, and to promote the health, safety and welfare of all the residents within the property and any additions thereto or expansions thereof as may hereafter be brought within the jurisdiction of this Association for this purpose, all according to that certain Declaration of Covenants, Conditions, and Restrictions for the Oak Forest Village of Wescott Plantation, hereinafter, the "Declaration," recorded or to be recorded in the Office of the Register of Deeds for Dorchester County, South Carolina. All terms not otherwise defined in these Articles of Incorporation shall have the meaning ascribed to such term in the Declaration.
- b. Right to Appoint Directors and Officers. The Declarant under the Declaration shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the Class B Lots cease to exist. The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the earlier of the following to occur: (i) when Declarant no longer owns any Lots or Units within the Properties; (ii) upon written waiver of

Class B membership by the Declarant and/or Builder; or (iii) December 31, 2025. When the Class B Lots cease to exist and are converted to Class A Lots, Declarant and Builder shall have the same voting rights as other Owners of Class A Lots.

- c. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in a Lot which is subject to the Declaration (including the Declarant) shall be a member of the Association. Until the expiration of the Declarant's right to appoint directors and officers of the Association, the Declarant under the Declaration, and its successors and assigns, other than as an owner of a Lot, shall be a member of the Association. The membership of each Lot owner shall be appurtenant to and may not be separated from ownership of a Lot and ownership of a Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. Any person or entity who holds an interest in a Lot merely as security for the performance of an obligation shall not be a member of this Association.

- d. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot.

There shall be two classes of Lots with respect to voting rights:

(i) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are defined in the Declaration. Ownership of a Class A Lot shall entitle the Owner of such Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Class A Lot.

(ii) Class B Lots. Class B Lots shall be all Lots owned by Declarant or a Builder and which have not been converted to Class A Lots as set forth in the Declaration. Declarant and each Builder shall each be entitled to nine (9) votes for each Class B Lot it owns.

The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the earlier of the following to occur: (i) when Declarant no longer owns any Lots or Units within the Properties; (ii) upon written waiver of Class B membership by the Declarant and/or Builder; or (iii) December 31, 2025. When the Class B Lots cease to exist and are converted to Class A Lots, Declarant and Builder shall have the same voting rights as other Owners of Class A Lots.

(iii) Declarant's Voting Rights. Until the Class B Lots cease to exist, as provided above, Declarant shall be vested with the sole voting rights of the Association on all matters (including election and removal of directors and officers of the

Association), except such matters as to which the Declaration, these Articles of Incorporation, or the Bylaws of the Association specifically require a vote of the Class A Members.

(iv) Leased Units. Notwithstanding any other provision of the Declaration or the Bylaws of the Association, the vote as expressed by the Owners of Lots or Units which are leased (or rented to or otherwise occupied by persons) other than the Owner shall not be entitled to any weight greater than forty-nine (49) percent on any matter pending before the Association.

c. Cumulative Voting. The corporation elects not to have cumulative voting.

9. The name and address (with zip code) of each incorporator is as follows (only one is required):

| <u>Name</u> | <u>Address (with zip code)</u> |
|-------------|--------------------------------|
|-------------|--------------------------------|

|                   |                                                   |
|-------------------|---------------------------------------------------|
| James G. Migliore | 7930 West Kenton Circle, Huntersville, N.C. 28078 |
|-------------------|---------------------------------------------------|

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

None Named

Signature of director  
(only if named in articles)

11. Each incorporator must sign the articles.

  
Signature of incorporator

Print Name: James G. Migliore

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THE OFFICE

SEP 04 2014

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT OR BOTH  
OF A NONPROFIT CORPORATION

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Sections 33-31-502 and 33-31-1508 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

- 1 The name of the corporation is Oak Forest Village Community Association, Inc.
  - 2 The corporation is (complete either "a" or "b", whichever is applicable).
    - a A domestic nonprofit corporation incorporated in South Carolina on March 18, 2004 or
    - b A foreign nonprofit corporation incorporated in \_\_\_\_\_ on \_\_\_\_\_  
State \_\_\_\_\_ and authorized to do business in South Carolina on \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_
  - 3 The street address of the current registered office in South Carolina is  
1441 Main Street, Suite 1500, Columbia, South Carolina 29201  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
  - 4 If the current registered office is to be changed, the street address to which its registered office is to be changed is  
1941 Savage Road, Suite 100C, Charleston, South Carolina 29407  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
  - 5 The name of the current registered agent is Brian Bonner
  - 6 If the current registered agent is to be changed, the name of the successor registered agent is  
Ken Phillips
- I hereby consent to the appointment as registered agent of the corporation
- Ken Phillips*  
Signature of New Registered Agent
- 7 The street addresses of the registered office and of the office of the registered agent, as changed, will be identical

\*Pursuant to Sections 33-31-502(5) and 33-31-1508(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form.

070611-0203 FILED 09/11/2007  
OAK FOREST VILLAGE COMMUNITY ASSOCIATION, INC.  
Filing Fee \$10.00 ORIG  
Mark Hammond  
South Carolina Secretary of State

Oak Forest Village Community Association, Inc.  
Name of Corporation

Date

6-6-07

Ron Phillips  
Signature  
Ron Phillips - VICE PRESIDENT  
Type or Print Name and Title

**FILING INSTRUCTIONS**

- 1 Two copies of this form, the original and either a duplicate original or a confirmed copy must be filed
- 2 Filing Fee (payable to the Secretary of State at the time of filing the document) - \$10.00

Return to - Secretary of State  
P.O. Box 11350  
Columbia, SC 29211

# *The State of South Carolina*



## *Office of Secretary of State Mark Hammond*

### **Certificate of Existence, Non-Profit Corporation**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

OAK FOREST VILLAGE COMMUNITY ASSOCIATION, INC., a Non-Profit Corporation duly organized under the laws of the State of South Carolina on March 18th, 2004, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
3rd day of September, 2014.

  
Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

SEP 04 2014

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

NOTICE OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT OR BOTH  
OF A SOUTH CAROLINA  
OR FOREIGN CORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Sections 33-5-102 and 33-15-108 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

- 1 The name of the corporation is Oak Forest Village Community Assoc Inc
- 2 The corporation is (complete either a or b, whichever is applicable)

a a domestic corporation incorporated in South Carolina on 3/18/04, or

b a foreign corporation incorporated in \_\_\_\_\_ on \_\_\_\_\_, and  
State Data  
authorized to do business in South Carolina on \_\_\_\_\_  
Data

- 3 The street address of the present registered office in South Carolina is 1941 Savage Rd  
Street & Number  
in the city of Charleston South Carolina 29407  
Zip Code

- 4 If the current registered office is to be changed, the street address to which its registered office is to be changed is 349 Folly Rd, Ste 20 in the city of Charleston South  
Street Address  
Carolina 29412  
Zip Code

- 5 The name of the present registered agent is Rox Phillips

- 6 If the current registered agent is to be changed, the name of the successor registered agent is:  
Community Management Group, LLC

\*I hereby consent to the appointment as registered agent of the corporation

*[Signature]*  
Signature of New Registered Agent

- 7 The address of the registered office and the address of the business office of the registered agent, as changed, will be identical
- 8 Unless a delayed date is specified, this will be effective upon acceptance for filing by the Secretary of State (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended)

\*Pursuant to Sections 33-5-102(5) and 33-5-108(5) of the 1976 South Carolina Code of Laws, as amended, the written consent of the registered agent may be attached to this form

080724-0138 FILED 07/21/2008  
OAK FOREST VILLAGE COMMUNITY ASSOCIATION INC  
Filing Fee: \$10.00 ORIG  
Mark Hammond  
South Carolina Secretary of State

Date 6/9/08Cak Forest Community Assoc Inc  
Name of CorporationCak Forest Community Assoc Inc  
Name of Corporation

Signature

Steve Deck, President  
Type or Print Name and Title**FILING INSTRUCTIONS**

- 1 Two copies of this form: the original and either a duplicate original or a conformed copy must be filed
- 2 Filing Fee (payable to the Secretary of State at the time of filing this document) — \$10.00
- 3 Pursuant to Section 33-5-102(b) of the 1976 South Carolina Code of Laws, as amended, the registered agent can file this when the only change is the street address of the registered office. In this situation, the following statement should be typed on the form above the registered agent's signature: "The corporation has been notified of this change." In this case the filing fee is \$2.00.

Return to: Secretary of State  
P O Box 11350  
Columbia SC 29211

## Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

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April 5, 2023

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