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 RHONDA B. CARTER - REGISTER OF DEEDS SUMTER COUNTY
 BY: KCS

STATE OF SOUTH CAROLINA

**AMMENDMENT TO DECLORATIONS OF PROTECTIVE
 COVENANTS, AND CONDITIONS FOR BEACH FOREST
 VILLAGE SUBDIVISION**

COUNTY OF SUMTER

Cross Reference recorded in: Book 1290 at page 1103-1105: Book
 Book 902 at page 1612; Book 937 at Page 466; Book 941 at Page
 1069; Book 950 at Page 33; Book 999 at Page 1791; Book 1001 at
 Page 400; Book 1008 at page 383; Book 1010 at Page 206; Book
 1012 at page 391; Book 1012 at page 1600; Book 1013 at page
 1692; Book 1033 at page 644; Book 1077 at page 170; Book 1149 at
 Page 1738; Book 1268 at page 942.

WHEREAS, Dunlap Properties Limited Partnership a/k/a Dunlap Properties, L.P. and Tyler B. Dunlap Jr. , hereafter referred to as "Declarant" previously executed those certain Declarations of Covenants, Conditions and restrictions for Beach Forest Village Subdivision (hereafter collectively "the Declarations") recorded in the Office of the Register of Deeds for Sumter County On August 23, 2023 in Book 1290 at Page 1103-1105; On August 12, 2003 in Book 941 at Page 1612; On May 10, 2004 in Book 937 at page 466; One June 11, 2004 in Book 941 at Page 1069; on August 17, 2004 in Book 950 at page 33; On October 4, 2005 in Book 999 at Page 1791; On October 12, 2005 in Book 1001 at page 400; On December 5, 2005 in Book 1008 at Page 383; On December 20, 2005 in Book 1010 at Page 206, On January 9, 2006 in Book 1012 at page 391; On January 17, 2006 in Book 1012 at Page 1600; On January 26, 2006 in Book 1013 at Page 1692; on June 20, 2006 in Book 1033 at Page 644; on May 9, 2007 in Book 1077 at Page 170; and on January 12, 2011 in Book 1149 at Page 1738.; and on May 6, 2020 in Book 1268 at Page 942; and on August 23, 2021 in Book 1290 at page 1103-1105. (as amended and supplemented the "Declarations"); and

WHEREAS, amendments to certain declarations above were recorded in the office of the register of Deeds for Sumter County on October 4, 2005 in Book 999 at Pager 1815; on October 12, 2005 in Book 1001 at Page 378; on October 12, 2005 in Book 1001 at Page 424; on April 13, 2006 in Book 1024 at Page 746; on May 6, 2020 in Book 1268 at Page 942, and in Book 1290at Page 1103-1105 (collectively the Amendments"); and

WHEREAS, Declarant's intent was and remains to bind all property within Beach Forest Village Subdivision to and under the same restrictive covenants; and

WHEREAS, it is Declarant's desire for any and all amendments to the Declaration present and future, to be consolidated and incorporated into one document; and

WHEREAS, the Declarations provide that they may be amended at any time by the Declarant, without the consent or approval of any Lot or Property Owner until Declarant no longer owns Property within Beach Forest Village Subdivision (ARTICLE V, Architectural Control, General Provisions Paragraph 20); and

WHEREAS, Declarant certifies that it still owns property within Beach Forest Village Subdivision as of the date of execution hereunder.

NOW, THEREFORE, Declarant hereby declares the the declarations are amended by this instrument and that the real property described in the declarations, and any additions thereto, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which shall run with the title to the land and all lots therein and which shall be binding on all Owners. **Further, any and all future amendments to the Declarations will be consolidated into one document and apply with equal force to all Declarations filed upon all property within the beach Forest Village Subdivision.**

Add new Paragraph 28 to Article VI as follows;

Leasing; Provision – General Single family Residential lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six months, except with prior written consent of the board of Directors. No shorter term subleasing shall be permitted by tenant to circumvent the 6 month lease restriction. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board of Directors at the time of the execution of the lease. This restriction /prohibition specifically includes , but is not limited to, rentals or advertising through Airbnb, VRBO, Homeaway, or other similar hotel-like arrangements.

Capitalized terms used herein shall have the meaning set out in this Amendment. Any capitalized terms used but not defined herein shall have the meaning set out in the declaration and /or Bylaws for the Association.

Unless the context requires otherwise, wherever used herein in singular shall include the plural and vice versa, and the use of one gender shall also denote the other where appropriate.

All other terms and conditions of the Declaration shall remain in full force and effect unchanged, except as amended, supplemented, and/or modified by this Amendment.

This Amendment is intended to be and shall be deemed to be a sealed instrument, governed by a twenty (20) year statute of limitations per S/C Code Ann. 15-13-520.

This Amendment shall be effective on the date that it is recorded with the Office of the Register of Deeds for Sumter County.

Therefore, the above are annexed into the declarations and become a part thereof.

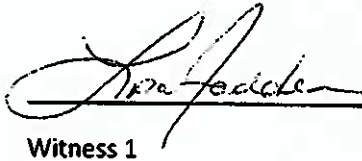
IN WITNESS THEREOF, The declarant has caused this instrument to be executed by its proper officer and its seal to be affixed thereto on this 21st day of February, 2024.

SIGNED, SEALED AND DELIVERED


DECLARANT:

IN THE PRESENCE OF:

DUNLAP PROPERTIES L.P.

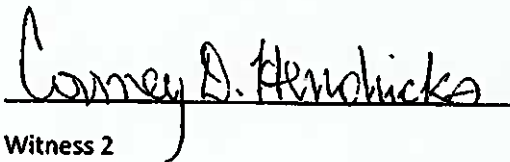


Witness 1

BY: 

Name: Tyler B Dunlap, Jr.

Title: Manager



Witness 2

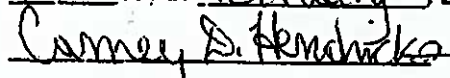
STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SUMTER

I, Camey D. Hendricks Notary Public for the State of South Carolina, do hereby certify that the above -signed authorized signatory for **Dunlap Properties, L.P.** personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Sworn and subscribed before this
21st day of February, 2024.



Notary Public for South Carolina

My Commission Expires: March 14, 2029