THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION

MASTER DEED

OF

SOUTHSHORE VILLAS

HORIZONTAL PROPERTY REGIME

North Myrtle Beach, South Carolina

Developer:

SOUTHSHORE VILLAS LLC

Prepared by:

Richard M. Unger, Esquire Michael W. Eisenrauch, Esquire

Law Offices of ROGERS TOWNSEND & THOMAS, P.C. Post Office Box 100200 Columbia, South Carolina 29202-3200 (803) 771-7900 www.rtt-law.com





THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION

MASTER DEED OF SOUTHSHORE VILLAS

Horizontal Property Regime

Horry County, North Myrtle Beach, South Carolina

* * * * * * * * *

SouthShore Villas LLC, having its principal office in Columbia, South Carolina, hereinafter referred to as the "Grantor", as the sole owner of the land and improvements hereinafter described, does hereby make, declare, and publish its intention and desire to submit, and does hereby submit, the lands and buildings herein described, together with all other improvements thereon, including all easements, rights, and appurtenances thereto belonging, to a Horizontal Property Regime (to be known as SouthShore Villas Horizontal Property Regime, hereinafter called the "Regime") in the manner provided for by the South Carolina Horizontal Property Act, as amended, S.C. Code Ann. § 27-31-10 et seq. (1976). In conformity with § 27-31-30 and § 27-31-100 of said Act, the Grantor sets forth the following particulars:

I. Legal Description

The lands (the "Real Property") which are hereby submitted to the Regime are described on Exhibit "A" attached hereto and made a part hereof by reference. The Real Property as so described has an area set forth on the plat incorporated into Exhibit "B".

II. Survey and Description of Improvements

Incorporated herein by reference, as is set forth in full herein, is the plat, incorporated into Exhibit "B" (Plat), showing the location of the building and other improvements and the Real Property and the Plot Plans showing the location of the building and other improvements on the Real Property consisting of an Architectural Site Plan; Parking Level G, Parking Level One, Parking Level Two, Parking Level Three, Parking Level Four, Building Level Five, Building Level Six, Building Level Seven – Thirteen, Main Roof Plan, Unit "A" Floor Plan, Unit "A Opp" Floor Plan, Unit "B" Floor Plan, Unit "B Opp" Floor Plan, Unit "C" Floor Plan, Unit "D" Floor Plan, the West Elevation of the Building, the East Elevation of the Building, the North and South Elevation of the Building (collectively hereinafter "Plot Plans") which show graphically the dimensions, area, and location of each Apartment in the building on the Real Property and General Common Elements on the Real Property affording access to each Apartment. Each Apartment is identified thereon by specific number and no Apartment bears the same designation as any other Apartment. Said Plot Plans and Floor Plans are attached hereto as Exhibit "C". The building containing the Apartments has an aggregate area set forth thereon.

III. Notice of Restrictions

- A. The Regime is subject to all restrictions, easements, assessments, conditions, and limitations now of record affecting the Real Property and the improvements thereon.
- B. A portion of the Real Property is submerged property, or lies within the critical area, as shown on Exhibit "B." All activities on or over, and all uses of, the submerged land or other critical areas are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, including, but not limited to, the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Notice as required by ' 48-39-330, S.C. Code Ann., is hereby given that the real property is or may be affected by baselines, setback lines, jurisdiction lines, seaward corners of all habitable structures, and erosion rates as established by the South Carolina Department of Health and Environmental Control. The local erosion rate is .4 feet per year. In addition, any owner is liable, to the extent of his ownership, for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical areas. The Regime is subject to the rights, if any, of the 932973-2

public acquired by the previous adverse use or by virtue of local custom with respect to the special nature of seaside beaches, to use any part of the land seaward of the natural line of vegetation or the extreme highwater line, as a public beach or recreation area.

IV. Warranty

GRANTOR ASSIGNS TO THE SOUTHSHORE VILLAS CONDOMINIUM ASSOCIATION (THE "ASSOCIATION") ALL ITS RIGHTS UNDER THE LIMITED WARRANTY AS RECEIVED FROM ITS CONTRACTOR, DARGAN CONSTRUCTION COMPANY ("CONTRACTOR"), AND MORE FULLY DESCRIBED IN PARAGRAPH 3.5 AND ITS SUBPARAGRAPHS OF THE PROJECT MANUAL FOR SOUTHSHORE VILLAS, SOUTH CAROLINA, PREPARED BY JENKINS HANCOCK AND SIDES, ARCHITECTS AND ENGINEERS ("ARCHITECT") DATED OCTOBER 2, 2003. THIS WARRANTY IS LIMITED TO THE WORK PERFORMED BY THE CONTRACTOR PURSUANT TO THE PLANS AND DOES NOT APPLY TO ANY PORTION OF THE COMMON ELEMENTS WHICH HAVE NOT BEEN CONSTRUCTED BY THE CONTRACTOR.

GRANTOR'S, CONTRACTOR'S, AND ARCHITECT'S SOLE OBLIGATION, AND THE ASSOCIATION'S SOLE REMEDY, TO THE EXCLUSION OF ALL OTHER REMEDIES, IS LIMITED TO THE REPAIR OR REPLACEMENT, AT GRANTOR'S, CONTRACTOR'S, AND ARCHITECT'S SOLE OPTION, OF THE DEFECTIVE CONDITION OF THE WORK PURSUANT TO THE PLANS ("WORK") RELATING SOLELY TO THE GENERAL AND LIMITED COMMON ELEMENTS. ANY PORTION OF THE BUILDING OR OTHER IMPROVEMENTS NOT INCLUDED IN THE PLANS IS CONVEYED "AS IS" WITHOUT WARRANTY.

FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ISSUANCE BY THE CITY OF NORTH MYRTLE BEACH OF THE OCCUPANCY PERMIT FOR THE REGIME ("WARRANTY PERIOD"), GRANTOR OR ITS CONTRACTOR WILL, AT NO COST TO REGIME, REPAIR OR REPLACE, AT THE SOLE OPTION OF GRANTOR, ANY PORTION OF THE GENERAL AND LIMITED COMMON ELEMENTS, EXCEPT FIXTURES, FURNITURE, ACCESSORIES, AND APPLIANCES COVERED BY A WARRANTY OF MANUFACTURERS AND DEALERS, WHICH ARE DEFECTIVE AS TO MATERIAL OR WORKMANSHIP. THE LIABILITY OF THE GRANTOR IS EXPRESSLY LIMITED TO SUCH REPAIRS OR REPLACEMENT AND GRANTOR MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTY OF MERCHANTABILITY, SOUNDNESS, QUALITY, WORKMANLIKE SERVICE, VALUE, SUITABILITY, FITNESS, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE).

THIS LIMITED WARRANTY IS NONTRANSFERABLE AND IS PERSONAL ONLY TO THE ASSOCIATION.

AS TO ANY PERSONAL PROPERTY (INCLUDING WITHOUT LIMITATION, FAN COIL UNIT(S), MOTORIZED DAMPERS, AND HEATING, VENTILATING AND COOLING CONTROLS) CONVEYED ALONG WITH THE GENERAL AND LIMITED COMMON ELEMENTS BY THE GRANT TO THE ASSOCIATION, AND AS TO ANY "CONSUMER PRODUCT" (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL LAW OR IMPLEMENTING REGULATIONS, OR AS A TERM OF SIMILAR MEANING MAY BE DEFINED UNDER STATE, OR LOCAL LAWS, OR THEIR IMPLEMENTING REGULATIONS) WHICH MAY BE CONTAINED IN THE COMMON ELEMENTS, GRANTOR NEITHER MAKES NOR ADOPTS ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THE GRANTOR EXCLUDES ALL WARRANTIES OF SOUNDNESS, QUALITY, WORKMANLIKE SERVICE, VALUE, SUITABILITY, FITNESS, OR OF HABITABILITY.

Additional Warranty Exclusions:

- 1. Nail or screw pops or cracks in the walls and ceilings of the General and Limited Common Elements which do not result from faulty workmanship or defective materials but are the result of natural shrinkage and drying of building materials, or of normal settlement of the building, wind loads or other normal movement of the building components. To the extent that the Grantor may elect at its sole discretion to perform repairs for the above conditions, provided that notice of such conditions in writing is received by Grantor, Contractor and Architect during the Warranty Period, Grantor, Contractor and Architect will not be liable for repainting, wallpapering or refinishing any repaired areas one (1) year after filing of this Master Deed. Thereafter, any repairs or corrections become the sole responsibility of the Association.
- 2. Ordinary wear and tear, or damage due to misuse or neglect, negligence, or the Association's failure to provide proper maintenance to the General an Limited Common Elements or the Association's failure to perform maintenance as required by the manufacturer.
- 3. This Limited Warranty does not cover damages to any of the individual commercial and residential Apartments or any lost rent of any of the Apartment Owners.
- 4. Any item which has been modified or repaired by the Association, or any items which are installed or constructed pursuant to a separate contract or agreement between the Association and any party other than Grantor.

- 5. Any and all secondary, incidental or consequential damages caused by the Association or any Apartment owner from any defect or breach hereof.
- 6. No steps taken by Grantor, Contractor and Architect to correct defects shall act to extend the scope of duration of this Limited Warranty beyond the Warranty Period.
- 7. No representative of the Grantor, Contractor, and Architect has the authority to expand or extend the scope of this Limited Warranty or to make verbal agreements with respect thereto.
- 8. All requests for correction pursuant to this Limited Warranty must be in written form and delivered to the Grantor, Contractor, and Architect, or their designated representatives.

ARBITRATION AGREEMENT:

EACH AND EVERY CLAIM AND CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO THE DESIGN, CONSTRUCTION, SALE, MAINTENANCE, HABITABILITY OF, OR CONDITION OF ANY APARTMENT OR ANY COMMON AREA THAT IS ASSERTED BY (I) ANY PERSON OR ENTITY THAT NOW HAS OR HEREAFTER ACQUIRES ANY INTEREST IN AN APARTMENT, (II) THE GRANTOR OR DEVELOPER, (III) THE APARTMENT OWNER'S ASSOCIATION (INCLUDING ANY CORPORATION OR OTHER ENTITY FORMED TO SERVE AS APARTMENT OWNERS' ASSOCIATION), (IV) ANY PERSON OR ENTITY THAT HAS PREVIOUSLY OR HEREAFTER SUPPLIES (DIRECTLY OR INDIRECTLY) LABOR, MATERIALS, DESIGN SERVICES, EQUIPMENT OR OTHER THINGS OF VALUE IN CONNECTION WITH THE CONSTRUCTION OR MAINTENANCE OF ANY APARTMENT OR THE COMMON AREA, OR (V) ANY HEIR, SUCCESSOR, DELEGATEE OR ASSIGNEE OF ANY SUCH PERSONS OR ENTITIES, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE A PANEL OF THREE ARBITRATORS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AS MODIFIED HEREIN. THE ARBITRATION HEARING SHALL BE CONDUCTED IN RICHLAND COUNTY, SOUTH CAROLINA. ALL CLAIMS AND CAUSES OF ACTION OF ALL PERSONS AND ENTITIES ENTITLED TO ENFORCE (OR BOUND BY) THIS ARBITRATION PROVISION SHALL BE ASSERTED IN A SINGLE ARBITRATION PROCEEDING, AND MULTIPLE PARTIES MAY BE JOINED IN THE ARBITRATION PROCEEDING SO THAT ALL DISPUTES MAY BE RESOLVED IN ONE FORUM. NO CLAIM OR CAUSE OF ACTION MAY BE ASSERTED THAT WOULD BE BARRED BY THE STATUTE OF LIMITATIONS OR THE STATUTE OF RESPONSE.

IN ANY ARBITRATION PROCEEDING, REQUESTS FOR PRODUCTION OF DOCUMENTS MAY BE SERVED BY EACH PARTY, AND NON-PRIVILEGED, RESPONSIVE DOCUMENTS THAT WOULD BE DISCOVERABLE UNDER RULE 34 OF THE FEDERAL RULES OF CIVIL PROCEDURE (WERE THE CLAIMS AND CAUSES OF ACTION BEING ASSERTED IN *UNITED STATES DISTRICT COURT*) SHALL BE PRODUCED. DEPOSITIONS MAY BE TAKEN AS ALLOWED BY THE ARBITRATION PANEL, WHICH PANEL SHALL REASONABLY LIMIT THE NUMBER OF DEPOSITIONS IN ORDER TO AVOID UNNECESSARY OR EXCESSIVE EXPENSE, DELAY, OR HARASSMENT.

THE ARBITRATION PANEL SHALL ISSUE A WRITTEN DECISION IDENTIFYING WITH SPECIFICITY EACH CLAIM OR CAUSE OF ACTION ASSERTED OR RESOLVED IN ANY ARBITRATION, AND THE LEGAL PRINCIPLES OF RES JUDICATA AND COLLATERAL ESTOPPEL 932973-2

SHALL BE APPLICABLE TO ANY ARBITRATION AWARD. ANY ARBITRATION AWARD MAY BE CONFIRMED AND ENFORCED IN ANY COURT OF JURISDICTION.

THIS ARBITRATION PROVISION IS EXPRESSLY INTENDED TO BENEFIT AND BE ENFORCEABLE BY EACH PERSON AND ENTITY REFERENCED IN SUBPARAGRAPHS (I) - (V) ABOVE WHETHER OR NOT SUCH PERSON OR ENTITY IS BOUND BY THIS ARBITRATION PROVISION. ANY ATTEMPT BY ANY SUCH PERSON OR ENTITY TO ENFORCE THIS ARBITRATION PROVISION SHALL CONSTITUTE CONCLUSIVE CONSENT TO BE BOUND HEREBY.

THE GRANTOR, DEVELOPER, CONTRACTOR, ARCHITECT, THE ASSOCIATION, AND THE INDIVIDUAL APARTMENT OWNERS EXPRESSLY WAIVE ALL RESORT TO TRIAL BY JURY OF ANY AND ALL ISSUES OTHERWISE SO TRIABLE.

ANY CLAIM OR CAUSE OF ACTION NOT COVERED BY THIS ARBITRATION AGREEMENT SHALL BE COVERED BY ARTICLE XXXV HEREIN.

V. Apartments and General and Limited Common Elements

The Regime consists of Apartments and General and Limited Common Elements, as said terms are hereinafter defined.

Apartments, as the term is used herein, shall mean and comprise the sixty-three (63) residential Apartments and eighteen (18) commercial Apartments which are separately designated in Exhibit "C" to this Master Deed, including but not limited to the space, interior partitions or interior walls, fixtures and appliances therein, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings and floors of each Apartment, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior load-bearing columns, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other Apartments or to the Limited or General Common Elements. The general description and number of each Apartment in the building on the Real Property, expressing its area, general location, and any other data necessary for its identification, also appears in Exhibit "C". The residential Apartments include foyer area, living area, dining area, kitchen area, including appliances therein, bathrooms, bedrooms, closets and the HVAC System excluding the central air conditioning components on the roof. There are seven (7) residential Apartments per floor on Levels Five through Penthouse. The Apartments are generally described as follows:

Residential Apartments:

Apartments 506, 606, 706, 806, 906, 1006, 1106, 1206, PH6, 502, 602, 702, 802, 902, 1002, 1102, 1202, PH2, 505, 605, 705, 805, 905, 1005, 1105, 1205, and PH5. These Apartments each contain approximately 1458 square feet in heated space and 15 square feet of unheated storage space. These Apartments each have three bedrooms, three baths, kitchen, living/dining area, and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 199 square feet. Apartments 506, 606, 706, 806, 906, 1006, 1106, 1206, and PH6. These Apartments are shown on the Unit "A" Floor Plan in the attached Exhibit "C" and have the master bedroom on the right side and the living/dining area on the left side as one enters the Apartment facing toward the balcony. Apartments 502, 602, 702, 802, 902, 1002, 1102, 1202, PH2, 505, 605, 705, 805, 905, 1005, 1105, 1205, and PH5. These Apartments are shown on the Unit "A Opp" Floor Plan in the attached Exhibit "C" and have the master bedroom on the left side and the living/dining area on the right side as one enters the Apartment facing toward the balcony.

Apartments 507, 607, 707, 807, 907, 1007, 1107, 1207, PH7, 501, 601, 701, 801, 901, 1001, 1101, 1201, and PH1. These Apartments each contain approximately 1602 square feet in heated space and 17 square feet in unheated storage space. These Apartments each have four bedrooms, three baths, kitchen, living/dining area and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 251 square feet. Apartments 507, 607, 707, 807, 907, 1007, 1107, 1207, and PH7. These Apartments are shown on the Unit "B" Floor Plan in the attached Exhibit "C" and have the master bedroom on the left side as one enters the Apartment facing the balcony. Apartments 501, 601, 701, 801, 901, 1001, 1101, 1201, and PH1. These Apartments are shown on the Unit "B Opp" Floor Plan in the attached Exhibit "C" and have the master bedroom on the right side as one enters the Apartment facing the balcony.

Apartments 503, 603, 703, 803, 903, 1003, 1103, 1203, and PH3. These Apartments each contain approximately 1208 square feet in heated space and 15 square feet in unheated storage space. These Apartments each have two bedrooms, two baths, kitchen, living/dining area, and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 199 square feet. These Apartments are shown on the Unit "C" Floor Plan in the attached Exhibit "C" and have the master bedroom on the right side as one enters the Apartment facing the balcony.

Apartments 504, 604, 704, 804, 904, 1004, 1104, 1204, and PH4. These Apartments each contain approximately 1715 square feet in heated space and 15 square feet in unheated storage space. These 932973-2

Apartments each have four bedrooms, four baths, kitchen, living and dining area, and foyer area. Each of these Apartments has a Limited Common Element balcony of approximately 201 square feet. These Apartments are shown on the Unit "D" Floor Plan in the attached Exhibit "C" and have the master bedroom on the left side as one enters the Apartment facing the balcony.

<u>Commercial Apartments</u>: The following Commercial Apartments may be utilized in connection with an on-site real estate sales office or property management office or for signage purposes or such other uses as authorized by the City of North Myrtle Beach:

Apartment CA-1. This Apartment is located on Parking Level G as depicted in Exhibit "C" and contains a total of 488 square feet.

Apartment CA-2. This Apartment is located on Parking Level G as depicted in Exhibit "C" and contains a total of 181 square feet.

Apartment CA-3. This Apartment is located on Parking Level G as depicted in Exhibit "C" and contains a total of 97 square feet.

Apartment CA-4. This Apartment is located on Parking Level One as depicted in Exhibit "C" and contains a total of 164 square feet.

Apartment CA-5. This Apartment is located on Parking Level Two as depicted in Exhibit "C" and contains a total of 163 square feet.

Apartment CA-6. This Apartment is located on Parking Level Two as depicted in Exhibit "C" and contains a total of 164 square feet.

Apartment CA-7. This Apartment is located on Parking Level Three as depicted in Exhibit "C" and contains a total of 163 square feet.

Apartment CA-8. This Apartment is located on Parking Level Three as depicted in Exhibit "C" and contains a total of 185 square feet.

Apartment CA-9. This Apartment is located on Parking Level Three as depicted in Exhibit "C" and contains a total of 164 square feet.

Apartment CA-10. This Apartment is located on Parking Level Four as depicted in Exhibit "C" and contains a total of 163 square feet.

Apartment CA-11. This Apartment is located on Parking Level Four as depicted in Exhibit "C" and contains a total of 185 square feet.

Apartment CA-12. This Apartment is located on Parking Level Four as depicted in Exhibit "C" and contains a total of 164 square feet.

Apartment CA-13. This Apartment is located on Building Level Five as depicted in Exhibit "C" and contains a total of 178 square feet.

Apartment CA-14. This Apartment is located on Building Level Seven as depicted in Exhibit "C" and contains a total of 185 square feet.

Apartment CA-15. This Apartment is located on Building Level Eight as depicted in Exhibit "C" and contains a total of 185 square feet.

Apartment CA-16. This Apartment is located on Building Level Ten as depicted in Exhibit "C" and contains a total of 185 square feet.

Apartment CA-17. This Apartment is located on Building Level Eleven as depicted in Exhibit "C" and contains a total of 185 square feet.

Apartment CA-18. This Apartment is located on Building Level Thirteen as depicted in Exhibit "C" and contains a total of 185 square feet.

The residential and commercial Apartments are shown generally on the Floor Plans attached to Exhibit "C", however the owners may have made interior alterations to the Floor Plan of an Apartment, which are not shown in Exhibit "C". THE DIMENSIONS OF THE ROOMS IN EACH APARTMENT ARE CALCULATED FROM EXHIBIT "C" AND MAY NOT ACCURATELY DEPICT THE DIMENSIONS OF THE APARTMENTS AND THE ROOMS IN EACH APARTMENT.

General Common Elements means and includes:

- (1) The land on which the buildings are constructed, more fully described above, together with all of the other real property described in Exhibit "A";
- (2) The foundations, main walls, roofs, utility rooms, property management rooms, halls, corridors, railings in the corridors, elevator lobbies, pools, hot tubs, decks, stairways, elevators, lounge areas, and communication ways of the buildings;
- (3) The sprinkler system, yards, patio, shrubs, planter boxes, exterior lights, fire alarms, fire hoses, signs, maintenance equipment, and storm drainage system, except as otherwise provided or stipulated; 932973-2

- (4) The compartments or installations of central services such as power, light, telephone, television, cold and hot water, surveillance cameras and screens, refrigeration, generator, fuel tank and water pump, and the like;
 - (5) All parking areas are as shown and depicted in the attached Exhibit "C":
 - (6) In general, all devices or installations existing for common use;
- (7) The fire pump room on Parking Level One, the water pump room on Parking Level Two, the fitness room on Building Level Five, the trash chute room on Levels Five through Thirteen, the electricity/TV/telephone room on Levels Six, Nine, and Twelve, all as shown and depicted in the attached Exhibit "C":
- (8) The air conditioning compressors on the roof and shall be Limited Common Elements, limited to the use of the Apartment it serves;
- (9) All other elements of the property rationally of common use or necessary to its existence, upkeep, and safety; and
 - (10) The Common Area containing such areas as are shown on said plat and shown on Exhibit "C".
- (11) The Common Element Area includes areas which are subject to easements granted to the City of North Myrtle Beach for use of the public, but the improvements and landscaping in these areas are Common Elements.

Limited Common Elements means and includes:

(1) Any mailboxes, porches, balconies, floor, ceiling, railings and walls, entrance or exit ways, and all exterior doors and windows or other fixtures designed to serve one or more but less than all Apartments, are Limited Common Elements allocated exclusively to such Apartment or Apartments.

(2) If any flue, duct, wire, conduit, load bearing wall, load bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Apartment, any portion serving only that Apartment is a Limited Common Element allocated solely to that Apartment. Insofar as possible, the Limited Common Elements are shown graphically and described in detail in words and figures in the plat and Plans. The air conditioning compressors on the roof shall be Limited Common Elements, limited to the use of the Apartments they serve.

VI. Ownership of Apartments and Appurtenant Interest in General Common Elements

An Apartment in the Regime may be individually conveyed and encumbered and may be the subject of ownership, possession, or sale, and of all types of juridical acts, intervivos or mortis causa, as if it were sole and entirely independent of the other Apartments in the Regime of which it forms a part, and the corresponding individual titles and interests are recordable.

Any Apartment may be held and owned by more than one person as tenants in common or in any other form of real property ownership recognized in this State.

An Apartment owner shall have the exclusive ownership of his Apartment and shall have a common right to a share, with the other co-owners, in the Common Elements of the Regime, equivalent to the percentage representing the value of the individual Apartment, with relation to the value of the whole Regime. This percentage, which is set forth on Exhibit "D" attached hereto and made a part hereof by reference, shall have a permanent character, and shall not be altered without the acquiescence of the co-owners representing all the Apartments of the Regime.

The basic value, which shall be fixed for the sole purpose of this Master Deed and irrespectively of the actual value, shall not prevent each co-owner from fixing a different circumstantial value to his Apartment in all types of acts and contracts.

VII. Restriction Against Further Subdividing of Apartments and Separate Conveyance of Appurtenant Common Elements, Etc.

An Apartment may not be divided or subdivided into a smaller Apartment or smaller Apartments than as described in Exhibit "C" attached hereto, nor shall any Apartment, or portion thereof, be added to or incorporated into any other Apartment without consent of the Grantor. The undivided interest in the General and Limited Common Elements declared to be an appurtenance to each Apartment shall not be conveyed. devised, encumbered, or otherwise dealt with separately from said Apartment and the undivided interest in General and Limited Common Elements appurtenant to each Apartment shall be deemed conveyed, devised, encumbered, or otherwise included with the Apartment even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such Apartment. Any conveyance, mortgage, or other instrument which purports to effect the conveyance, devise, or encumbrance, or which purports to grant any right, interest or lien in, to, or upon an Apartment, shall be null, void, and of no effect insofar as the same purports to effect any interest in an Apartment and its appurtenant undivided interest in General and Limited Common Elements, unless the same purports to convey, devise, encumber, or otherwise trade or deal with the entire Apartment. Any instrument conveying, devising, encumbering or otherwise dealing with any Apartment which describes said Apartment by the Apartment Number assigned thereto in Exhibit "C" without limitation or exception, shall be deemed and construed to affect the entire Apartment and its appurtenant undivided interest in the General and Limited Common Elements. Nothing herein contained shall be construed as limiting or preventing ownership of any Apartment, residential or commercial, and its appurtenant undivided interest in the General and Limited Common Elements by more than one person or entity as tenants in common, joint tenants, or any other form of real property ownership recognized in this State or preventing the leasing of the Commercial Apartments and sign areas to one or more real estate sales and/or property management companies provided the use shall not violate the zoning ordinances of the City of North Myrtle Beach. Except as allowed in the previous sentence, all Common Elements shall be owned by the Regime and may not be subject to a lease between the Apartment owners (or the Association) and another party, except that the Association shall have the authority to lease (a) General Common Element space on the rooftop to a third party for purposes of placing and maintaining electronic transmitting equipment and the like for the benefit of the Apartment owners, and (b) telephone, internet, and related communication and electronic transmitting equipment from a third party for the benefit of the Apartment owners.

VIII. Horizontal Property Regime Subject to Restrictions, Etc.

Each and every Apartment and the General and Limited Common Elements shall be, and is hereby declared to be, subject to the restrictions, easements, conditions, and covenants prescribed and established herein, governing the use of said Apartment and General and Limited Common Elements, and setting forth the obligations and responsibilities incident to ownership of each Apartment and its appurtenant undivided interest in the General and Limited Common Elements. Said Apartments and General and Limited Common Elements are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the Real Property.

IX. Perpetual Non-Exclusive Easements in General Common Elements

The General Common Elements shall be, and are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the co-owners of Apartments in the Horizontal Property Regime for their use and the use of their immediate family, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, or the enjoyment of said co-owners of Apartments.

The Grantor reserves unto itself and its successors or assigns an easement, including a construction easement, through all General and Limited Common Elements as may be reasonably necessary for the purpose of discharging Grantor's rights or obligations of exercising special Grantor rights reserved in this Master Deed.

As part of the right of Grantor to construct the General and Limited Common Elements of this Regime, Grantor reserves unto itself, and its successors and assigns, easements for ingress and egress over, under and across all Common Elements, Limited and General and such other reasonable right of access to and use of the Common Elements, Limited and General, subject to this Regime as may be necessary for the construction, maintenance and marketing of the Apartments and the General and Limited Common Elements, including without limitation the right to place signage on any portion of the Common Elements.

Notwithstanding anything above provided in this Article, the Association shall have the right to establish the rules and regulations pursuant to which the co-owner or co-owners of any Apartment may be entitled to the exclusive use of any parking space or spaces located in or around the Building, provided such rules and regulations comply with all local, state and federal laws, rules and regulations.

X. Perpetual Exclusive Easement to Use Limited Common Elements

Subject to Grantor's rights reserved herein, each co-owner shall have the exclusive right to use the Limited Common Elements allocated to such co-owner's Apartment for his use and the use of his immediate family, guests, and invitees for all proper and normal purposes. Such right to use shall be a perpetual exclusive easement in favor of such co-owner.

XI. Easement for Unintentional and Non-Negligent Encroachments

In the event that any portion of the General and Limited Common Elements now or hereafter encroaches upon any Apartment, or vice versa, or in the event that any portion of one Apartment now or hereafter encroaches upon another Apartment, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, does and shall exist.

XII. Restrictions Upon Separation and Partition of General and Limited Common Elements and Upon Termination of the Regime and Amendment of the Master Deed

The Common Elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership. Any covenant to the contrary shall be void.

All of the co-owners or the sole owner of the Regime may waive the Regime and regroup or merge the records of the individual Apartments with the Real Property, provided that the individual Apartments are unencumbered, or if encumbered, that the creditors in whose behalf the encumbrances are recorded agree to accept as security the undivided portions of the property owned by the debtors.

Subject to the other provisions of this Article, and Article XIII, unless all of the first mortgagees (based upon one vote for each first mortgage owned) or all owners of the Apartments have given their prior written approval, the Association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Regime or legal status of the project as a condominium;
- (b) change the pro rata interest or obligations of any Apartment for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Apartment in the General and Limited Common Elements;

- (c) partition or subdivide any Apartment; or
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Regime or Association shall not be deemed a transfer within the meaning of this subparagraph (d).

The Co-owners representing two-thirds of the total value of the property shall be required to modify the system of administration of the Association. These provisions shall not apply to amendments to the constituent documents or termination of the Condominium Regime made as a result of destruction, damage, or condemnation pursuant to the provisions of this Master Deed or the other constituent documents.

XIII. Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors

- 1. <u>Notice of Action:</u> Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Apartment number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:
 - (a) Any condemnation loss or any casualty loss which affects a material portion of the Regime or any Apartment on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
 - (b) Any delinquency in the payment of assessments or charges owed by a co-owner of an Apartment subject to a first mortgage held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
 - (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - (d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed.

- 2. Other Provisions for Eligible Mortgage Holders: To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:
 - (a) Any restoration or repair of the Regime, after a partial condemnation or damage, due to an insurable hazard, shall be performed substantially in accordance with this declaration (Master Deed) and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Apartments which have at least fifty-one percent (51%) of the votes of Apartments subject to eligible mortgage holders;
 - (b) Any election to terminate the legal status of the Regime after substantial destruction or a substantial taking in condemnation of the Regime property must require the approval of eligible holders holding mortgages on Apartments which have at least fifty-one percent (51%) of the votes of Apartments subject to eligible holder mortgages;
 - (c) No reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of such a Regime may be effected without the prior approval of eligible holders holding mortgages on all remaining Apartments, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Apartments subject to eligible holder mortgages; and
 - (d) When professional management has been previously required by any eligible mortgage holder, insurer, or guarantor, whether such entity became an eligible mortgage holder, insurer or, guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of co-owners of Apartments to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Apartments which have at least fifty-one percent (51%) of the votes of Apartments subject to eligible mortgages holders.
- 3. <u>Non-Material Amendments to Master Deed</u>: An addition or amendment to this Master Deed, By-Laws, or other exhibits shall not be considered material if it is for the purpose of correcting technical, scriveners or typographical errors or for clarification.

- 4. <u>Material Amendments to Master Deed</u>: In addition to the foregoing requirements, Amendments of a material nature must be agreed to by Apartment owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes that are subject to mortgages held by eligible holders. An eligible mortgage holder who receives a written request to approve additions or amendments that does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request. A change to any of the provisions governing the following would be considered as material:
 - (a) voting rights;
 - (b) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of the assessment liens;
 - (c) reductions in reserves for maintenance, repair, and replacement of Common Elements;
 - (d) responsibility for maintenance and repairs;
 - (e) reallocation of interests in the General or Limited Common Elements, or rights to their use;
 - (f) redefinition of any Apartment boundaries:
 - (g) convertibility of Apartments into Common Elements, or vice versa;
 - (h) Expansion or contraction of the Regime, or the addition, annexation, or withdrawal of property to or from the Regime;
 - (i) hazard or fidelity insurance requirements;
 - (j) imposition of any restrictions on the leasing of the Apartments;

- (k) imposition of any restrictions on an Apartment owner's right to sell or transfer his or her Apartment; and
- (I) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

XIV. Residential Use Restriction Applicable to Residential Apartments and Commercial Use Restrictions Applicable to Commercial Apartments

Each Residential Apartment is hereby restricted to residential use by the co-owner or co-owners thereof, their immediate families, guests, tenants, lessees, licensees, and invitees; provided, however, that so long as the Grantor shall retain any interest in the Regime or any Apartment, it may utilize a Residential Apartment or Residential Apartments of its choice owned or leased by Grantor from time to time, for a sales office, model, or other usage for the purpose of selling or closing the sale of Apartments in said Regime or outside of the Regime. Grantor may assign this commercial usage right to such other persons or entities as it may choose; provided, however, that when all Apartments have been sold this right of commercial usage shall immediately cease. Except for the Commercial Apartments and the easement rights relating to signage as described in Article IX herein, no "For Sale" or "For Rent" signs or the like shall be permitted on any General or Limited Common Element or any Apartment so as to be visible from any General or Limited Common Element or public street or area. Nothing herein shall prevent the Association from providing portions of the Common Elements to management companies for use as an office, model or other purpose connected with the management of the Regime or to grant licenses and easements over the Common Areas for utilities, roads, electronic transmitting equipment, and other purposes reasonably necessary or usable for the proper maintenance and operation of the Regime. Any lease or rental agreement concerning the use of the Apartment must be in writing and subject to the requirements of the Master Deed and the rules and regulations of the Association and terms adopted by the Board of Directors of the Association.

The Commercial Apartments are hereby restricted to use as related activities necessary to operate real estate property and regime management companies, provided such use complies with the City of North Myrtle Beach zoning laws and regulations.

XV. Use of General Common Elements Subject to Rules of Association

The use of General Common Elements by the co-owner or co-owners of all Apartments, and all other parties authorized to use the same shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such or which may hereafter be prescribed and established by the Association.

XVI. Horizontal Property Regime to be Used for Lawful Purposes, Restriction Against Nuisances, Etc.

No immoral, improper, offensive, or unlawful use shall be made of any Apartment or of the General or Limited Common Elements, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction over the Regime shall be observed by the Apartment co-owners and occupants. No co-owner or occupant of any Apartment shall permit or suffer anything to be done or kept in an Apartment, or on the General or Limited Common Elements, which will increase the rate of insurance on the Regime, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such co-owner or occupant of any Apartment undertake any use or practice which shall create and constitute a nuisance to any other co-owner of an Apartment, or which interferes with the peaceful possession and proper use of any other Apartment or the General or Limited Common Elements. Nothing herein shall prevent the owner or occupants from using or renting the Commercial Apartments for the uses allowed herein and such use shall not be considered as a nuisance or interfering with the peaceful possession or proper use of any other Apartment or the General or Limited Common Elements.

XVII. Right of Entry into Apartments in Emergencies

In case of any emergency originating in or threatening any Apartment, regardless of whether the co-owner is present at the time of such emergency, the Board of Directors of the Association or any other person or firm authorized by it, or the building superintendent or managing agent, shall have the right to enter such Apartment for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the co-owner of each Apartment, if required by the Association, shall deposit under the control of the Association a key to such Apartment.

XVIII. Right of Entry for Maintenance of General Common Elements

Whenever it is necessary to enter any Apartment for the purpose of performing any maintenance, alteration, or repair to any portion of the Common Elements, the co-owner of each Apartment shall permit other co-owners or their representatives, or the duly constituted and authorized agent of the Association, to enter such Apartment, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XIX. Limitation Upon Right of Co-Owners to Alter and Modify Apartments

No co-owner of a Residential Apartment shall permit any structural modification or alterations to be made therein without first obtaining the written consent of the Association, whose consent may be withheld if a majority of the Board of Directors of said Association determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the co-owner of any Residential Apartment involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting General or Limited Common Elements located therein. No co-owner shall cause the balcony abutting his Residential Apartment to be enclosed, or cause any improvements or changes to be made on the exterior of the building, the balconies, or railings, including painting or other decoration, or the installation of electrical wiring, wire, screening, any railing cover, television, radio or telecommunication antennae, machines or air conditioning Apartments which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building, including balconies and railings not within the walls of such Apartment. No storm panels or awnings shall be affixed to any Apartment without first obtaining the written consent of the Association. Nothing herein shall prevent a co-owner from protecting Apartment with protective covering on the doors when a hurricane is hitting the area, provided such protective covering meets the reasonable rules and regulations of the Association.

Floor slabs and other concrete components in the building contain post tension cables and reinforced steel. Co-owners are not allowed to do any drilling or modifications to the concrete floor slabs, walls or columns without written approval from a structural engineer licensed in the state of South Carolina, and said written

approval must be submitted to and approved by the Association prior to any such work being commenced. According to the building's structural engineer, Co-owners are allowed to drill holes for window treatments only no larger than 3/4" deep and 1/4" in diameter.

XX. Right of the Association to Alter and Improve General and Limited Common Elements and Assessment Therefor

The Association shall have the right to make or cause to be made alterations, modifications, and improvements to the General and Limited Common Elements, provided such alterations, modifications, or improvements are first approved in writing by the Board of Directors of the Association and also by the co-owners of sixty-seven percent (67%) or more of the Apartments in the entire Regime. The cost of such alterations, modifications, or improvements shall be assessed as common expenses and collected from the co-owners of all Apartments according to their percentage of ownership of the General and Limited Common Elements.

XXI. Maintenance and Repair by Co-Owners of Apartments

Every co-owner must perform promptly all maintenance and repair work within his Apartment which, if omitted, would adversely affect the Regime in its entirety or in a part belonging to other co-owners, and is expressly responsible for the damages and liability which his failure to do so may engender. The co-owner of each Apartment shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all air conditioning and heating equipment located within the Apartment, hot water heaters, stoves, refrigerators, garbage disposals, dishwashers, fans, or other appliances or equipment, including any fixtures and/or their connections or receptacles required to provide water, light, power, telephone, television, and sewerage and sanitary service to his Apartment and which may now or hereafter be situated in his Apartment including toilets, lavatories, sinks, tubs, and showers. Such co-owner shall further be responsible and liable for maintenance, repair, and replacement of any and all window glass, glass doors, wall, ceiling and floor surfaces or coverings, painting, decorating and furnishings, and all other accessories which such co-owner may desire to place or maintain in his Apartment. Whenever the maintenance, repair, and replacement of any items for which the co-owner of an Apartment is obligated to maintain, repair, or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the Insurance Trustee hereinafter

designated, shall be used for the purpose of making such maintenance, repair, and replacement. Any cost of maintenance, repair, or replacement, by reason of the applicability of any deductibility provision of such insurance which is not paid by the insurance of the Association, shall be paid by such Co-owner. Reference is made to <u>S.C. Code Ann.</u> § 27-31-250 (1976) as amended, which is controlling of insurance proceeds use when said code section is applicable by its terms.

If an Apartment or any portion thereof is damaged by another co-owner's Apartment, whether due to the other co-owner's failure to maintain their Apartment or not, the Association shall be responsible for repairing the damage and fixing the cause of the problem. If the damage was caused by the other co-owner's failure to properly maintain their Apartment in accordance with the provisions of this Master Deed, the Association shall have the authority to assess a Special Assessment against the negligent co-owner, which shall be a lien on said co-owner's Apartment until paid in full along with all accrued interest, costs, and attorney's fees related to collection in accordance with Article XXVIII of this Master Deed. If the Apartment damage was caused by a problem with the Common Elements, the Association shall be responsible for the cost of repair.

Co-owners are hereby notified of the following Apartment temperature control recommendations in order to insure proper humidity levels to protect woodwork, furniture and electronic equipment in the Apartments: the Apartment's thermostat should never be set higher than seventy-nine (79°) degrees nor lower than seventy (70°) degrees in the cooling mode; in the heating mode the thermostat should never be set lower than fifty-five (55°) degrees nor higher than seventy-five (75°) degrees. UNDER NO CIRCUMSTANCES SHOULD THE AIR CONDITIONING SYSTEM FOR THE INDIVIDUAL APARTMENTS BE TURNED OFF. Co-owners are responsible for any damage to their Apartments or to the contents of their Apartments or to any other Apartment, its contents and the Common Elements, if these temperature control recommendations are not adhered to, including, but not limited to, damage from mold growing therein. The Association may abate the mold, repair any Apartment or Common Elements and replace the content of any Apartment damaged by mold, including, but not limited to, the abatement of the mold and the removal of all sheet rock and other improvements, if necessary. Any cost of said abatement, repair, or replacement shall be paid by such co-owner. The Association shall have the authority to assess a Special Assessment against such co-owner for the cost thereof, which shall be a lien on said co-owner's Apartment until paid in full along with all accrued interest, costs, and attorney's fees related to collection in accordance with Article XXVIII of this Master Deed.

XXII. Maintenance and Repair of General and Limited Common Elements by the Association

The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of all of the General and Limited Common Elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring, and other facilities located in the General or Limited Common Elements for the furnishing of utility services to the Apartments and said General and Limited Common Elements. Should any incidental damage be caused to any Apartment by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair, or replacement of any General or Limited Common Elements, the Association shall, at its expense, repair such incidental damage. Excepted herefrom, however, are the maintenance of the floor and interior walls of the balcony or balconies attached to the Apartment, which shall be maintained by the co-owner at his expense.

The Association is responsible for insuring that the Regime's management company conduct, or have conducted at the Association's expense, a visual inspection of the exterior Common Elements of the building a minimum of twice a year or as necessary for the purpose of determining needed repairs and maintenance and to insure that the building does not deteriorate and compromise the water tightness of the exterior skins. Said visual inspection shall include, but not be limited to, the following: (1) exterior stucco; (2) sealant around doors, windows and all dissimilar materials; (3) water proof membrane on the balcony concrete slabs and breezeways; (4) roofing materials and related flashing; (5) roof penetrations at mechanical units, supports, etc.; (6) handrail sleeves and anchorage; (7) expansion joint assemblies; (8) ventilation equipment and louvers; and (9) elevator equipment and related items. Further, the Association is responsible for ensuring that the Regime's management company performs properly any maintenance to the Common Elements and Apartment HVAC units located outside of the Apartments, as required by the manufacturer.

XXIII. Personal Liability and Risk of Loss of Co-Owner and Apartment and Separate Insurance Coverage, Etc.

The co-owner of each Apartment may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects, and other personal property belonging to such co-owner and may, at his own expense and option, obtain insurance coverage against personal liability or injury to the person or property of another while within such co-owner's Apartment or upon the General or Limited Common Elements. All such insurance obtained by the co-owner of each Apartment shall, where available,

provide that the insurer waives its right of subrogation as to any claims against the Grantor, the other co-owners of Apartments, the Association, and the respective servants, agents and guests of said other co-owners and the Association. Except as otherwise provided in this Master Deed, risk of loss or, damage to any furniture, furnishings, personal effects, and other personal property (other than such furniture, furnishings, and personal property constituting a portion of the General or Limited Common Elements or which is insured by the Association) belonging to a co-owner or carried on the person of the co-owner of each such Apartment or carried by such co-owner in, to, or upon General or Limited Common Elements shall be borne by the co-owner of each such Apartment. All furniture, furnishings, and personal property constituting a portion of the General or Limited Common Elements and held for the joint use and benefit of all co-owners of all Apartments shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided. The co-owner of an Apartment shall have no personal liability for any damages caused by the Association or in connection with the use of the General or Limited Common Elements. The co-owner of an Apartment shall be liable for injuries or damage resulting from an accident in his own Apartment, to the same extent and degree that the co-owner of a house would be liable for an accident occurring within the house.

XXIV. Condemnation

A. Apartments Acquired. If an Apartment is acquired by eminent domain, or if part of an Apartment is acquired by eminent domain, leaving the Apartment owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, the award must compensate the Apartment owner for his Apartment and its General and Limited Common Element interest, whether or not any General or Limited Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Apartment's entire General and Limited Common Element interest, votes in the Association, and common expense liability are automatically reallocated to the remaining Apartments in proportion to the respective interests and votes, and the Association shall promptly prepare, execute, and record an amendment to this Master Deed reflecting the reallocations. Any remnant of an Apartment remaining after part of an Apartment is taken under this subsection is thereafter a General and Limited Common Element.

B. <u>Part of Apartment Acquired.</u> Except as provided above, if part of an Apartment is acquired by eminent domain, the award must compensate the Apartment owner for the reduction of value of the Apartment and its Common Element interest. Upon acquisition, (1) that Apartment's Limited and General Common Element percentage interest, votes in the Association, and common expense liability are reduced in proportion

to the reduction in size of the Apartment, and (2) the portion of Limited and General Common Element interest, votes, and common expense liability divested from the partially acquired Apartment are automatically reallocated to that Apartment and the remaining Apartments in the percentages set out in Exhibit "D".

C. <u>Claims</u>. The Board of Directors of the Association shall have exclusive authority to negotiate and settle on behalf of the owners all claims arising from condemnation of any portion or all of the Apartments or General or Limited Common Elements and the owners hereby appoint the Board of Directors as their attorney in fact for this purpose. Any proceeds from such condemnation shall be distributed in accordance with the provisions of Article XXV Insurance, Paragraph F Insurance Proceeds.

XXV. Insurance

A. <u>Hazard Insurance</u>. The Association shall insure all Apartments and all General and Limited Common Elements against all hazards and risks normally covered by a standard hazard policy, including fire and lightning, the hazards and risks covered by "extended coverage," vandalism, and malicious mischief, and by hazards or risks covered by the National Flood Insurance Act, windstorm and hail policies and all other coverage commonly required by lending institutions in the area. All Apartments and all General and Limited Common Elements shall be insured for the full replacement cost thereof, and where possible, the policy of insurance shall have a full replacement cost rider. Each year the Association shall update the replacement value cost rider. Such insurance shall cover only the Apartments and General and Limited Common Elements. The Association shall not be responsible for insuring the contents of the Apartment (other than standard fixtures originally installed therein by Grantor and being a part of such Apartment). The hazard insurance obtained by the Association shall provide that the maximum deductible amount shall be lesser of (a) Ten Thousand Dollars (\$10,000.00) or (b) one percent (1%) of the policy face amount. The deductible related to an individual Unit should be the higher of (a) One Thousand Dollars (\$1,000.00) or (b) one percent (1%) of the replacement cost of the Unit; however, the deductible for the individual Unit may be the higher of (a) Two Thousand Dollars (\$2,000.00) or (b) two percent (2%) of the replacement cost of the Unit - if the policy provides for a wind-loss deductible (either in the policy itself or in a separate endorsement). Any such deductible portion shall be borne by the Association as a Common Expense regardless of the number of co-owners directly affected by the loss.

- B. <u>Liability Insurance</u>. The Association shall also obtain premises liability insurance on all Apartments and General and Limited Common Elements and the policy shall provide for a single limit indemnity of not less than One Million Dollars (\$1,000,000.00) and cover bodily and personal injury and property damage, including, but not limited to, injury or property damage caused to third parties, co-owners, the Limited and General Common Elements or the Apartments or any improvements therein. Such liability insurance shall cover claims of one or more co-owners against one or more co-owners as well as claims of third parties against one or more co-owners. The Association shall not be required however, to obtain public liability insurance covering accidents occurring within the limits of an Apartment or off the Regime Property. If available at a reasonable cost, the Association shall cause premises medical payment coverage to be included within the policy of liability insurance.
- C. <u>General Provisions</u>. All insurance obtained on the Apartments and General and Limited Common Elements by the Association shall be written in the name of the Association as trustee for the Owners, and the cost of such insurance shall be a common expense. All such insurance shall be obtained from a company of companies licensed to do business in the State of South Carolina and currently rated "A" or better by <u>Best's Insurance Ratings</u>. No such insurance shall be permitted to expire except upon resolution of sixty-seven percent (67 %) of the co-owners to that effect and all mortgagees. Duplicate originals of all policies of hazard insurance obtained on the Property by the Board of Directors, together with proof of payment of the premiums thereon, shall be delivered upon request to any co-owner or to any person holding a security interest in an Apartment.
- D. <u>Hazard Policy Provisions.</u> All policies of hazard insurance on the Apartments and General and Limited Common Elements obtained by the Board of Directors shall provide as follows:
 - 1. The indemnity payable on account of any damage to or destruction of the Apartments or General and Limited Common Elements shall be payable to the owner and/or to any persons holding security interests in any damaged Apartments as their interests may appear;
 - 2. The policy shall not be canceled without thirty (30) days prior written notice to the Board of Directors and to every holder of a security interest in any Apartment who is named in the policy or an endorsement thereto;

- 3. No co-owner shall be prohibited from insuring his own Apartment for his own benefit:
- 4. No insurance obtained by a co-owner on his own Apartment shall be brought into contribution with the insurance obtained by the Board of Directors;
- 5. If the Board of Directors determines that it is possible to obtain such a provision, no right to subrogation shall exist against any owner or members of his household or his social guests;
- 6. If possible, the policy should provide that the insurer shall not be entitled to reconstruct in lieu of paying the indemnity in cash if the owners determine, in the manner provided in the Master Deed, not to repair or restore the damaged property; and
- 7. The policy shall not be canceled on account of the actions of one or more of the co-owners.

If a policy of insurance containing all of the foregoing provisions cannot be obtained at a reasonable cost, one or more of such provisions may be waived by resolution of a sixty-seven percent (67 %) of the co-owners and fifty-one percent (51%) of the mortgagees of Apartments.

E. <u>Claims</u>. The Board of Directors of the Association shall have exclusive authority to negotiate and settle on behalf of the owners all claims arising under policies of hazard insurance obtained on the Property by the Board of Directors except to the extent institutional mortgagees are granted such rights by co-owners. In the event of damage to or destruction of any portion of the Apartments or General or Limited Common Elements, the Board of Directors shall promptly file a claim for any indemnity due under any such policies. The Board of Directors shall simultaneously notify the holders of any security interest in the Property who may be entitled to participate in such claim of the filing of same.

F. <u>Insurance Proceeds</u>. If the insurance proceeds exceed Five Thousand (\$5,000.00) Dollars, the net proceeds received by the Board of Directors from any indemnity paid under a policy of hazard insurance obtained on the Property by the Board of Directors shall promptly be paid by the Board of Directors to an Insurance Trustee as trustee for the co-owners as hereinafter provided. The Insurance Trustee shall be a state or federally chartered bank or savings and loan association selected by the Board of Directors and having trust powers and capital and surplus of Five Million Dollars (\$5,000,000.00) or more or a Professional

Property Management Company with a like amount of Fidelity insurance coverage. The Insurance Trustee shall hold the insurance proceeds in trust and disburse said proceeds, after deduction of all reasonable fees and expenses of the Insurance Trustee, as follows:

- 1. If the co-owners determine, in the manner provided in the Master Deed, not to reconstruct the damaged property, the Insurance Trustee shall distribute the insurance proceeds among all the owners and/or mortgagees with liens upon the Apartments, as their respective interests may appear, in proportion to their respective undivided interests in the portion or portions of the property damaged or destroyed.
- 2. If the Board of Directors is required to provide for the reconstruction of the damaged property, the Insurance Trustee shall disburse the insurance proceeds to the person or persons employed by the Board of Directors to effect such reconstruction in accordance with written authorizations submitted to the Insurance Trustee by the architect supervising the reconstruction or by the Board of Directors. Any portion of the insurance proceeds remaining after all the costs of reconstructing the Property have been paid shall be disbursed to the co-owners and their mortgagees in proportion to their interests in the portion or portions of the property repaired or restored.

In making disbursements of the insurance proceeds, the Insurance Trustee shall be entitled to rely upon the written authorization submitted as provided above or upon any written certification of facts submitted to the Insurance Trustee by the Board of Directors as hereinafter provided without further inquiry. The Insurance Trustee shall in no event be responsible for obtaining insurance on the Property, paying the premiums on any such insurance, or filing claims for any payments due under any such insurance.

- G. <u>Insurance by Owners</u>. Each co-owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable:
 - 1. Hazard insurance on his Apartment for his own benefit;
 - 2. Hazard insurance on the contents of his Apartment and on improvements made to his Apartment; and

3. Liability insurance covering accidents occurring within the boundaries of his Apartment.

Any owner who obtains hazard insurance on his dwelling for his own benefit shall within thirty (30) days of obtaining the same deliver to the Board of Directors a copy of the policy of insurance, should the Board request.

XXVI. Apportionment of Tax or Special Assessment if Levied and Assessed Against the Regime as a Whole

In the event that any taxing authority having jurisdiction over the Regime shall levy or assess any tax or special assessment against the Regime as a whole, as opposed to levying and assessing such tax or special assessment against each Apartment and its appurtenant undivided interest in General and Limited Common Elements as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any taxes or special assessments which are to be levied shall be included wherever possible, in the estimated annual budget of Association, or shall be separately levied and collected as an assessment by the Association, against all of the co-owners of Apartments and said Apartments if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Association in the event that such tax or special assessment is levied against the Regime, as a whole, instead of against each separate Apartment and its appurtenant undivided interest in General and Limited Common Elements shall be apportioned among the co-owners of all Apartments so that the amount of such tax or special assessment so paid or to be paid by the Association and attributable to and to be paid by the co-owner or co-owners of each Apartment shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the undivided interest in General and Limited Common Elements appurtenant to each Apartment bears to the total undivided interest in General and Limited Common Elements appurtenant to all Apartments. In the event that any tax or special assessment shall be levied against the Regime in its entirety, without apportionment by the taxing authority of the Regime and appurtenant undivided interests in General and Limited Common Elements, then the assessment by the Association, which shall include the proportionate share of such tax or special assessment attributable to each Apartment and its appurtenant undivided interest in General and Limited Common Elements, shall separately specify and identify the amount of such assessment attributable to such tax or special assessments and the amount of such tax or special assessment so designated shall be a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in General and Limited Common

Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in General and Limited Common Elements.

XXVII. Amendment of Master Deed

Neither this Master Deed nor any of its provisions shall be revoked or amended without the acquiescence of the co-owners owning at least two-thirds of the Apartments and at least two-thirds of the total interest in the General and Limited Common Elements and the record holders of encumbrances affecting at least two-thirds of the Apartments and at least two-thirds of the total interest in the General and Limited Common Elements, except that the system of administration as set forth in the Articles of Incorporation and By-Laws may be amended and modified from time to time in accordance with the provisions of the South Carolina Horizontal Property Act and other applicable provisions of the Code of Laws of South Carolina. No amendment shall change the use of, or otherwise affect the operation of the Commercial Apartments without the consent of the Co-Owner of the Commercial Apartment affected. Any such amendment or revocation shall be executed and subscribed with the same formalities required in South Carolina for the making of deeds, and recorded in the public records of Horry County.

Without limiting the foregoing, the Grantor, its successors or assigns, "acting alone" shall have the power, but not the obligation, at any time (and from time to time), to amend the Master Deed to correct typographical or scrivener's errors, and to cause the Master Deed to conform to the requirements of the South Carolina Horizontal Property Act, the Federal National Mortgage Association, and/or the Federal Home Loan Mortgage Corporation, as set forth, respectively, in "FNMA Conventional Home Mortgage Selling Contract Supplement" and "Seller's Guide to Conventional Mortgages," as the same may be amended from time to time.

XXVIII. Remedies in Event of Default

The co-owner or co-owners of each Apartment shall be governed by and shall comply with the provisions of this Master Deed, the Articles and the By-Laws of the Association, and its rules and regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the co-owner or co-owners of any Apartment shall entitle the Association or the co-owner or co-owners of other Apartment or Apartments to the following relief:

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of the Association, its rules and regulations, or decisions made pursuant thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof. Relief may be sought by the Association, or if appropriate, by an aggrieved co-owner of an Apartment or both;

B. The co-owner or co-owners of each Apartment shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an Apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation;

C. In any proceeding arising because of an alleged default by the co-owner of any Apartment, the Association, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court, and the co-owner of any Apartment shall be entitled to such attorney's fees and costs if successful in such action;

D. The failure of the Association or of the co-owner of an Apartment to enforce any right, provision, covenant, or condition which may be granted by this Master Deed or other above mentioned documents shall not constitute a waiver of the right of the Association or of the co-owner of an Apartment to enforce such right, provision, covenant, or condition in the future;

E. All rights, remedies, and privileges granted to Association or the Co-owner or co-owners of an Apartment pursuant to any terms, provisions, covenants; or conditions of this Master Deed or other above mentioned documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity; and

F. The failure of the Grantor or the lender to enforce any right, privilege, covenant, or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant, or condition in the future.

XXIX. Use or Acquisition of Interest in the Regime to Render User or Acquirer Subject to Provisions of Master Deed Rules and Regulations, Bylaws and Binding Arbitration

All present or future co-owners, tenants, or any other person who might use the facilities of the Regime in any manner are subject to the provisions of this Master Deed and all documents appurtenant thereto and incorporated herewith. The acquisition or rental of any Apartment, or the mere act of occupancy of any Apartment, shall signify that the provisions of this Master Deed, By-laws, and Rules and Regulations of the Association are accepted and ratified in all respects. Such owner or occupant agrees that any dispute arising out of use, ownership or occupancy of an Apartment or the Common Elements in Regime and any complaint against the Grantor shall be settled by binding arbitration pursuant to the provisions of Articles IV and XXXV hereof.

XXX. Council of Co-Owners Association, Control of Board of Directors

Subject to the remainder of this paragraph, the Grantor may appoint and remove members of the Board of Directors of the Association of the Co-Owners ("Board") for a period not exceeding five (5) years from the date of the first conveyance of any Apartment to a person other than the Grantor. This period of Grantor control terminates no later than sixty (60) days after conveyance of seventy-five percent (75%) of the Apartments to Apartment owners other than the Grantor. The Grantor may voluntarily surrender the right to appoint and remove members of the Board before termination of that time period. After termination of the Grantor's control, any or all of the Board of Directors may be removed or replaced by written petition signed by the Co-Owners having more than fifty percent (50%) of the votes of the Association. The petition shall state the name(s) of the Board of Directors being removed and the name(s), address(es) and telephone number(s) of the replacement Director(s).

Whenever Grantor shall be entitled to designate and select any person or persons to serve on any Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as 932973-2

provided in the Articles and/or By-Laws of the Association. Grantor shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any director or directors so removed for the remainder of the unexpired term of any director or directors so removed. Any director designated and selected by Grantor need not be an owner or a resident in the Regime. Anything to the contrary notwithstanding, the power in the Grantor to designate directors shall terminate five (5) years from the date of recording of the Master Deed.

Any representative of Grantor serving on the Board of Directors of the Association shall not be required to disqualify himself upon any vote upon any management contract or other matter between Grantor and Association where the said Grantor may have a pecuniary or other interest. Similarly, Grantor as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter between Grantor and Association where Grantor may have a pecuniary or other interest.

<u>Transfer of Rights.</u> All rights, duties and obligations of the Grantor herein may be experienced or performed by the Grantor, its successors and assigns.

XXXI. Annual Reports to be Provided to Lender

So long as any institutional lender is the co-owner or holder of a mortgage encumbering an Apartment in the Regime, the Association shall furnish said lender upon request with at least one copy of the annual financial statement and report of the Association audited satisfactorily, setting forth such details as the said lender may reasonably require, including a detailed statement of annual carrying charges or income collected and operating expense, with such financial statement and report to be furnished within ninety (90) days following the end of each fiscal year.

Such statement shall be prepared in accordance with generally accepted accounting principles and shall contain the certificate of the accountant or accounting firm to that effect. Further, the accountant or accounting firm shall include as a special item(s) any information to which a reasonable man would attach importance in the management of his own financial affairs, should said information not appear readily from the face of the statement. Unless the lender request that the annual financial statement and report of the Association to be

satisfactorily audited, the Associations accountants shall prepare un-audited annual financial statements based on the information provided by management, with such review by and certification by it independent Certified Public Accountant, as the Board of Directors of the Association shall require.

The Association shall make available to Apartment owners, lenders, lienholders, insurers, or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Any holder, insurer, or guarantor of a first mortgage shall be entitled, upon written request, to a financial statement of the immediately preceding fiscal year, free of charge to the party so requesting.

Any financial statement requested pursuant to this section shall be furnished within a reasonable time following such request.

XXXII. Severability

In the event that any of the terms, provisions, or covenants of this Master Deed are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions, or covenants hereof or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

XXXIII. Master Deed Binding Upon Grantor, Its Successor and Assigns, and Subsequent Co-Owners

The restrictions and burdens imposed by the covenants of this Master Deed are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Apartment and its appurtenant undivided interest in General and Limited Common Elements. This Master Deed and all easements reserved herein shall be binding upon Grantor, its successors and assigns, and upon all parties who may subsequently become co-owners of Apartments in the Regime and their respective heirs, legal representative, and successors and assigns.

XXXIV. Definitions

The definitions contained in <u>S. C. Code Ann.</u> § 27-31-10 <u>et seq.</u> (1976), are hereby incorporated herein and made a part hereof by reference. The words, "Unit", "Villa" and "Apartment" shall have the same meaning as the word "Apartment" as defined in S. C. Code Ann. § 27-31-20 (1976).

XXXV. Alternative Dispute Resolution

Any claim or cause of action not covered by Article IV's Arbitration Agreement shall be covered by the provisions of this Article:

A. Definitions Applicable to this Article XXXV

- 1. <u>Bound Party.</u> Includes: Grantor; all co-owners; the Association and its officers, directors, and committee members, including any corporation or other entity formed to serve as the Association; all persons and entities subject to this Master Deed; any person or entity not otherwise subject to this Master Deed who agrees to submit to this Article; any person or entity that now has or hereafter acquires any interest in a Apartment; the developer of the Regime; any person or entity that has previously or hereafter supplies (directly or indirectly) labor, materials, design services, equipment or other things of value in connection with the construction or maintenance of any Apartment or Common Element in the Regime; any heir, successor, delegatee or assignee of any person or entity listed in this paragraph.
 - 2. <u>Claim.</u> Refers to any claim, grievance or dispute arising out of or relating to:
 - (i) the interpretation, application, or enforcement of this Master Deed, including all documents attached thereto or incorporated by reference therein; (ii) the rights, obligations, and duties of any Bound Party under the Master Deed, including all documents attached thereto or incorporated by reference therein; or (iii) the design or construction of improvements within the Regime, including but not limited to, disputes with the Grantor, the Contractor, the Architect, or any of their successors or assigns, agents, employees, or subcontractors and the co-owners of the Apartments and/or the Association regarding the sale, design or construction of SouthShore Villas or the purchased Apartment, the Limited Warranty, the

Limitation of Remedies, or the Disclaimer and Exclusion of All Other Warranties, or any provision of any of them,

except that the following shall not be considered a Claim unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section B of this Article:

- (i) any suit by the Association to collect assessments or other amounts due from any Co-Owner of a Apartment; (ii) any suit between Apartment Co-owners, which does not include Grantor or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Master Deed; and (iii) any suit in which any indispensable party is not a Bound Party.
- 3. <u>Claimant</u>. A Bound Party asserting a Claim.
- 4. Respondent. A Bound Party against whom a Claim is made.

B. ARBITRATION.

- 1. CLAIMANT HEREBY SUBMITS TO IN PERSONAM JURISDICTION OF THE STATE OF SOUTH CAROLINA AND AGREES THAT ITS CLAIM SHALL BE DETERMINED BY AN ARBITRATOR AS PROVIDED HEREIN IN THE STATE OF SOUTH CAROLINA AND HEREBY WAIVES ALL OBJECTIONS TO VENUE. ALL MATTERS ARISING HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAW AND PRACTICE OF SOUTH CAROLINA AND CLAIMANT AGREES THAT ANY SERVICE OF PROCESS MAY BE ACCOMPLISHED BY CERTIFIED MAIL RETURN RECEIPT REQUESTED AT THE CLAIMANT'S LAST KNOWN HOME ADDRESS OR ANY OTHER METHOD ALLOWED IN THE STATE OF SOUTH CAROLINA OR CLAIMANT'S HOME STATE.
- 2. EACH AND EVERY CLAIM AND CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO THE DESIGN, CONSTRUCTION, SALE, MAINTENANCE, HABITABILITY OF, OR CONDITION OF ANY APARTMENT OR ANY COMMON AREA THAT IS ASSERTED BY CLAIMANT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE A PANEL OF THREE (3) ARBITRATORS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN 932973-2

ARBITRATION ASSOCIATION, AS MODIFIED HEREIN. THE ARBITRATION HEARING SHALL BE CONDUCTED IN RICHLAND COUNTY, SOUTH CAROLINA. ALL CLAIMS AND CAUSES OF ACTION OF ALL PERSONS AND ENTITIES ENTITLED TO ENFORCE (OR BOUND BY) THIS ARBITRATION PROVISION SHALL BE ASSERTED IN A SINGLE ARBITRATION PROCEEDING, AND MULTIPLE PARTIES MAY BE JOINED IN THE ARBITRATION PROCEEDING SO THAT ALL DISPUTES MAY BE RESOLVED IN ONE FORUM. NO CLAIM OR CAUSE OF ACTION MAY BE ASSERTED THAT WOULD BE BARRED BY THE STATUTE OF LIMITATIONS OR THE STATUTE OF REPOSE.

- 3. IN ANY ARBITRATION PROCEEDING, REQUESTS FOR PRODUCTION OF DOCUMENTS MAY BE SERVED BY EACH PARTY, AND NON-PRIVILEGED, RESPONSIVE DOCUMENTS THAT WOULD BE DISCOVERABLE UNDER RULE 34 OF THE FEDERAL RULES OF CIVIL PROCEDURE (WERE THE CLAIMS AND CAUSES OF ACTION BEING ASSERTED IN UNITED STATES DISTRICT COURT) SHALL BE PRODUCED. DEPOSITIONS MAY BE TAKEN AS ALLOWED BY THE ARBITRATION PANEL, WHICH PANEL SHALL REASONABLY LIMIT THE NUMBER OF DEPOSITIONS IN ORDER TO AVOID UNNECESSARY OR EXCESSIVE EXPENSE, DELAY, OR HARASSMENT.
- 4. THE ARBITRATION PANEL SHALL ISSUE A WRITTEN DECISION IDENTIFYING WITH SPECIFICITY EACH CLAIM OR CAUSE OF ACTION ASSERTED OR RESOLVED IN ANY ARBITRATION, AND THE LEGAL PRINCIPLES OF RES JUDICATA AND COLLATERAL ESTOPPEL SHALL BE APPLICABLE TO ANY ARBITRATION AWARD. ANY ARBITRATION AWARD MAY BE CONFIRMED AND ENFORCED IN ANY COURT OF JURISDICTION.
- 5. THIS ARBITRATION PROVISION IS EXPRESSLY INTENDED TO BENEFIT AND BE ENFORCEABLE BY EACH BOUND PARTY WHETHER OR NOT SUCH PERSON OR ENTITY IS BOUND BY THIS ARBITRATION PROVISION. ANY ATTEMPT BY ANY SUCH PERSON OR ENTITY TO ENFORCE THIS ARBITRATION PROVISION SHALL CONSTITUTE CONCLUSIVE CONSENT TO BE BOUND HEREBY.

C. Association Claims

932973-2

In addition to compliance with the foregoing arbitration procedures outlined in this Article, the Board shall not be authorized or obligated to, and the Association shall not initiate any judicial or administrative proceeding unless first approved by a seventy-five percent (75%) affirmative vote of the entire Association membership, except that no such approval shall be required for actions or proceedings:

- (1) initiated to enforce the provisions of this Master Deed against a co-owner or occupant of any Apartment or Common Element (excluding the provisions of the Limited Warranty contained in Article IV herein) including all documents attached thereto or incorporated by reference therein, including, but not limited to, collection of assessments and foreclosure of liens;
- (2) initiated to challenge property taxation or condemnation proceedings;
- (3) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section C shall not be amended unless such amendment is approved by one hundred percent (100%) of votes of the Association membership and approved by the Grantor so long as it owns any Apartment in the Regime.

D. Waiver of Jury Trial

BY ACCEPTANCE OF A DEED TO ANY APARTMENT OR OTHER PROPERTY HEREUNDER CO-OWNER(S) HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY HEREBY AGREE, THAT:

(i) NEITHER CO-OWNER NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF CO-OWNER OR GRANTOR, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THE MATTERS SET FORTH HEREUNDER, OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE GRANTOR, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, ARCHITECTS, ENGINEERS AND THE CO-OWNERS OR THE ASSOCIATION:

932973-2

- (ii) NEITHER CO-OWNER NOR GRANTOR WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED:
- (iii) NEITHER OWNER NOR GRANTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND
- (iv) THE PROVISIONS CONTAINED IN THIS ARTICLE ARE A MATERIAL INDUCEMENT FOR GRANTOR TO MAKE THE DECLARATIONS SET FORTH HEREIN.

XXXVI. Miscellaneous

- (a) Attached hereto as Exhibit "A", Legal Description.
- (b) Attached hereto as Exhibit "B", Plat & Elevation Certificate.
- (c) Attached hereto as Exhibit "C", Plot Plans.
- (d) Attached hereto as Exhibit "D", Table of Values.
- (e) Attached hereto as Exhibit "E" and made a part hereof by reference is the Architect's Certificate required by S. C. Code Ann. § 27-31-110 (1976).
- (f) Attached hereto as Exhibit "F", Articles of Incorporation of SouthShore Villas Condominium Association.
- (g) Attached hereto as Exhibit "G" and made a part hereof by reference is a copy of the By-Laws of the Association, as required by <u>S. C. Code Ann.</u> § 27-31-150 (1976).

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY. SIGNATURE PAGE AND EXHIBITS FOLLOW.]

IN WITNESS WHEREOF, the Grantor has executed this Master Deed this 8th day of March, 2005.

Signed, sealed and delivered in the presence of:		SOUTHSHORE VILLAS LLC (SEAL) By: Richard M. Unger, its Authorized Signatory (see attached authorization signed by W. Russell Drake, Manager of SouthShore Villas LLC)
STATE OF SOUTH CAROLINA COUNTY OF RICHLAND)))	PROBATE
named SouthShore Villas LLC by Richa	ard M. Unger, its int for the uses a	d witness and made oath that (s)he saw the within- authorized signatory, sign, seal and as its act and nd purposes therein mentioned, and that (s)he with
		Jeanne Goraro
Sworn to before me this 8th day of March, 2005.		
	781	
Notary Public for South Carolina Mic My Commission Expires: My Commission	haer W. Eiser Expires March 8, 200	irauch ⁹

RESOLUTIONS OF THE MEMBER OF SOUTHSHORE VILLAS LLC

The undersigned, being the Manager of SouthShore Villas LLC (the "Company"), does hereby adopt the following resolutions, this action to be in lieu of holding a special meeting for such purpose.

(1) RESOLVED , that the Manager of the Company does hereby authorize, ratify and approve Richard M. Unger to sign, seal and deliver the Master Deed on behalf of SouthShore Villas LLC.
There being no further business the meeting was duly adjourned.
Adopted this day of March, 2005.
SOUTHSHORE VILLAS LLC
By: I wall Dealer
W. Russell Drake, Manager

EXHIBIT "A"

[Legal Description]

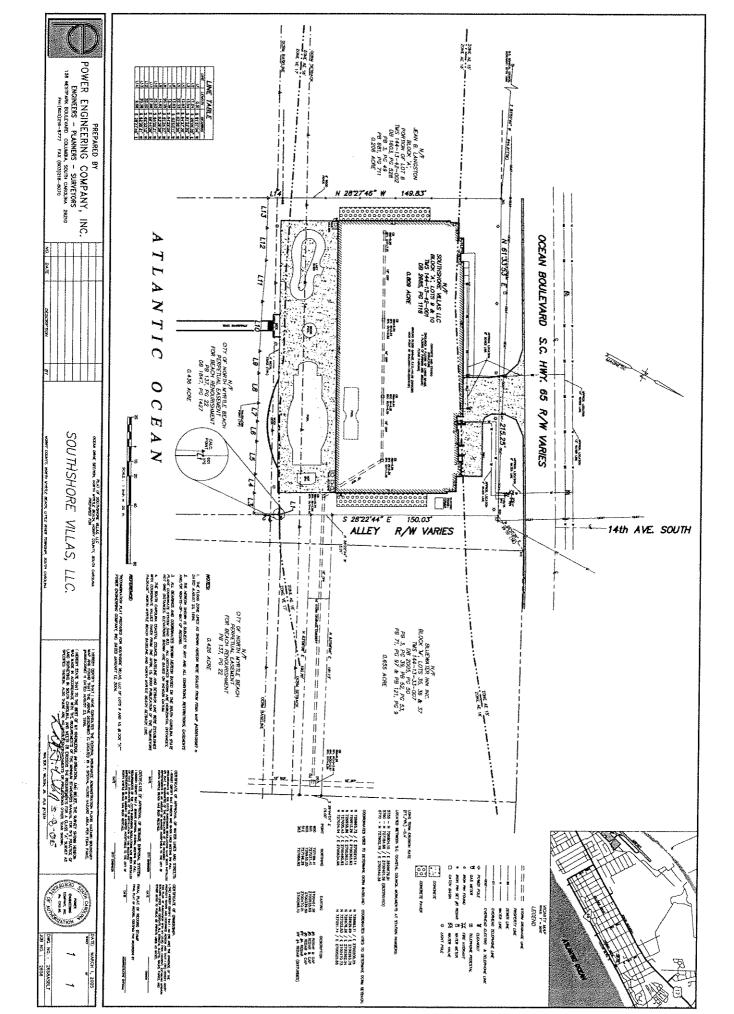
All that tract or parcel of land, and improvements thereon, lying and being in the City of North Myrtle Beach,
Horry County, South Carolina, containing 0.809 acres, more or less, shown and described as Block 'A', Lots 9
and 10 as on that certain plat prepared for SouthShore Villas LLC by Power Engineering Company, Inc., dated
March 1, 2005 and recorded March, 2005 in the Office of the Register of Deeds for Horry County in Plat
Book at page (the "Recorded Plat"). Reference to said Recorded Plat is made for a fuller
description, with all measurements being a little more or less.

TMS No.

144-13-42-001

EXHIBIT "B"

[Plat & Elevation Certificate]



FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

O.M.B. No. 3067-0077 Expires December 31, 2005

Important: Read the instructions on pages 1 - 7.

BUILDING OWNER'S N	I & B AP	SECTION	NA - PROPERTY OWNER	(INFORMA	ATION		For Insurance Company Use:
Drake Develo	pment, SC.	LLC					Policy Number
BUILDING STREET ADDRESS (Including Ant Unit Suite and/or Bldg No.) OR D.O. DOLLET AND DOLLET						Company NAIC Number	
CITY							
North Myrtle			STATE South	Caroli	ne C	ZIP CO 29852	DE TOTAL
PROPERTY DESCRIPT	TION (Lot and Bloc	k Numbers, Tax Pare	cel Number, Legal Descripti	on, etc.)	11Ct	- 70 72	
Lalvia Da Haramii	5-4-4-11111						
1000 0000 0000 000000		dential, Addition, Acc	cessory, etc. Use a Comme	ents area, if n	necessary.)	******	
LATITUDE/LONGITUDE		HORI	ZONTAL DATUM:	Q	OURCE: G	70 CT.	
(##°-##-###" or # Lat: 33°-48'-3	#####") 37 25" Ion	NAD 1	927 MAD 1983			SGS Qu	ə): ad Map
		The state of the s		o morn v			D VIII. Da
B1. NFIP COMMUNITY NAME	& COMMUNITY NUM	PCD	D INSURANCE RATE MA	P (FIKM) IN	IFORMATION .		
N. Myrtle Bea	ich / 45011	6	B2.COUNTYNAME Horry		1110	B3	STATE SC
B4. MAP AND PANEL	T	1					SU
NUMBER	B5. SUFFIX	B6. FIRM INDEX DAT	B7. FIRM PAN TE EFFECTIVE/REVISE				B9. BASE FLOOD ELEVATION(S)
45051C0587	H	8/23/99	Amoust 23		B8. FLOOD ZO	NE(S)	(Zone AO, use depth of flooding)
0. Indicate the source of the	e Base Flood Elevati	on (BFE) data or base	flood depth entered in B9.		AE/VE		15'/16'/17'
	Ľ_J FIKM	i i Community De	elerminad CT c	Other (Describ	e):		
Indicate the elevation da Is the building to set of in-	itum used for the BFF	E in B9: XXNGVD 192	20	141.00 4000	ring	be):	
z. is the bullding located in	a Coastal Barrier Re	sources System (CBR	(S) area or Otherwise Protecte	d Area (OPA)	? Yes [Νο Γ	Designation Date
. Building elevations are ba	SEC	HON C - BUILDING	ELEVATION INFORMAT	TON (SURV	EY REQUIRE))	
*A new Elevation Certifica Building Diagram Number accurately represents the Elevations - Zones A1-A3 Complete Items C3a-i be	ate will be required who called the building building, provide a slow, AE, AH, A (with Bestow according to the	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (w e building diagram spec	r to the building for which this o Diagram G rith BFE), AR, AR/A, AR/AE, Al offed in Item C2, State the data	ertificate is be	RVAH, ARVAO	ee page:	
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations - Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section P, or Section G, as Datum 1929 Conversion Elevation reference mark to a) Top of bottom floor (in b) Top of next higher floo c) Bottom of lowest hori o d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finist o g) Highest adjacent (finist	ate will be required will r_ (Select the building, provide a slip, AE, AH, A (with Blebw according to the turn to that used for the sappropriate, to do con/Comments N/A (bused 57.5 Does the including basement of slab) and/or equip (Describe in a Comhed) grade (LAG) shed) grade (LAG) shed) grade (LAG)	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram specine BFE. Show field measurent the datum converse elevation reference in prenciosure) inter (V zones only) ipment area)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, Al sified in Item C2. State the datuses urements and datum conversion. In the first state of the FIRM 10.6 ft.(m) 19.9 ft.(m) 11.3 ft.(m) 11.3 ft.(m) 11.3 ft.(m) 11.3 ft.(m) 11.3 ft.(m) 11.3 ft.(m)	ertificate is be R/A1-A30, AR im used. If the rsion calculati	wing completed -s VAH, ARVAO e datum is different ion. Use the space No	nt from the	
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations - Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section D or Section G, as Datum 1929 Conversio Elevation reference mark to a) Top of bottom floor (ii b) Top of next higher flo c) Bottom of lowest hori d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finist o g) Highest adjacent (finist o h) No. of permanent ope	the will be required with a control of the building, provide a state to the building, provide a state to the building, provide a state to the building to the building to the building basement of the building	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (w building diagram specine BFE. Show field meument the datum converted and the elevation reference ror enclosure) inher (V zones only) inherit arrents area)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, Alcified in Item C2. State the datusesurements and datum convergesion. In a surement of the FIRM 10.6 ft.(m) 19.9 ft.(m) 11.3 ft.(m) 11.3 ft.(m) 14.3 ft.(m) 14.3 ft.(m) 14.3 ft.(m)	ertificate is be R/A1-A30, AR im used. If the rsion calculati	wing completed -s WAH, ARVAO e datum is differer ion. Use the space	nt from the	e datum used for the BFE in ed or the Comments area of
*A new Elevation Certifica Building Diagram Number accurately represents the Elevations – Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section D or Section G, as Datum 1929 Conversion Elevation reference mark to a) Top of bottom floor (it b) Top of next higher floo c) Bottom of lowest horion d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finist o g) Highest adjacent (finist o h) No. of permanent ope o i) Total area of all perma	ate will be required with a company of the building, provide a state of the building, provide a state of the building, provide a state of the building to the building to the building basement of the building building basement of the building b	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram specine BFE. Show field meaument the datum converted and the elevation reference in prenciosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, Al sified in Item C2. State the datusesurements and datum conversion. In a second appear on the FIRM 10, 6 ft.(m) 19, 9 ft.(m) 11, 3 ft.(m) 14, 3 ft.(m) 14	ertificate is be RVA1-A30, AR Im used. If the rsion calculation Yes	wing completed - s WAH, AR/AO e datum is different ion. Use the space No No Page 10 page 10 page 10 page 11 page	at from the provide	e datum used for the BFE in ext or the Comments area of 3 - 1 - 0 5
*A new Elevation Certifica Building Diagram Number accurately represents the Elevations – Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section D of Section G, as Datum 1929 Conversio Elevation reference mark to a) Top of bottom floor (ii b) Top of next higher flo c) Bottom of lowest hori o d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finist o g) Highest adjacent (finist o h) No. of permanent ope o i) Total area of all perma	ate will be required with a comparison of the building, provide a state of the building, provide a state of the building, provide a state of the building to the building to the building basement of the building buildin	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram specine BFE. Show field meaument the datum converted and the elevation reference in a construction of the converted and the converted a	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, All stifled in Item C2. State the datuse assurements and datum conversion. In the first state of the first	ertificate is be RVA1-A30, AR im used. If the rsion calculation Yes	sing completed - s RAH, AR/AO e datum is differer ion. Use the space No RTIFICATION	at from the provide	e datum used for the BFE in ext or the Comments area of 3 - 1 - 0 5
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations - Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section B or Section G, as Datum 1929 Conversio Elevation reference mark to a) Top of bottom floor (ii b) Top of next higher flo c) Bottom of lowest hori d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finist o g) Highest adjacent (finist o h) No. of permanent ope o i) Total area of all perma	ate will be required with r_ (Select the building, provide a state of the building to the building basement of the building	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram special BFE. Show field measurent the datum converted and the elevation reference in prenchosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, Alcified in Item C2. State the datusesurements and datum conversion. In a second appear on the FIRM 10.6 ft.(m) 19.9 ft.(m) 19.9 ft.(m) 11.3 ft.(m) 1	ertificate is be RVA1-A30, AR Im used. If the rsion calculation RY	sing completed - s VAH, AR/AO e datum is differention. Use the space No RTIFICATION certify elevation	at from the provide	e datum used for the BFE in ext or the Comments area of 3 - 1 - 0 5
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations – Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section B or Section G, as Datum 1929 Conversio Elevation reference mark to a) Top of bottom floor (ii b) Top of next higher flo c) Bottom of lowest horito d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finish o f) No. of permanent ope o i) Total area of all perma	ate will be required with a company of the building, provide a state of the building to the building basement of the building buildin	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram special BFE. Show field measurent the datum converted and the elevation reference in prenchosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, Alcified in Item C2. State the datusesurements and datum conversion. In a second appear on the FIRM 10.6 ft.(m) 19.9 ft.(m) 19.9 ft.(m) 11.3 ft.(m) 1	ertificate is be RVA1-A30, AR Im used. If the rsion calculation RY	sing completed - s VAH, AR/AO e datum is differention. Use the space No RTIFICATION certify elevation	at from the provide	e datum used for the BFE in ext or the Comments area of 3 - 1 - 0 5
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations – Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section B or Section G, as Datum 1929 Conversio Elevation reference mark u o a) Top of bottom floor (ii o b) Top of next higher flo o c) Bottom of lowest hori o d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finis o g) Highest adjacent (finis o h) No. of permanent ope o i) Total area of all perma is certification is to be signification is to be signification inderstand that any false: RTIFIER'S NAME	ate will be required with a company of the building, provide a statement may be parted as the building, provide a statement may be parted and sealed by a statement may be parted as the building baseness.	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram special BFE. Show field measurent the datum converted and the elevation reference in prenchosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, All stifled in Item C2. State the datuse assurements and datum conversion. In the first state of the first	ertificate is be RVA1-A30, AR Im used. If the rsion calculation RY Yes ITECT CER ed by law to it is to interpret S. Code, Sec	RTIFICATION certify elevation of the data availation 1001. CENSE NUMBER	informable.	e datum used for the BFE in ext or the Comments area of 3 - 1 - 0 5
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations – Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section B or Section G, as Datum 1929 Conversio Elevation reference mark u o a) Top of bottom floor (ii o b) Top of next higher flo o c) Bottom of lowest hori o d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finist o g) Highest adjacent (finist o g) Highest adjacent (finist o j) Total area of all perma is certification is to be sig ertify that the information inderstand that any false: RTIFIER'S NAME	ate will be required with a company of the building, provide a statement may be parted as the building, provide a statement may be parted and sealed by a statement may be parted as the building baseness.	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram special BFE. Show field measurent the datum converted and the elevation reference in prenchosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, Alcified in Item C2. State the datusesurements and datum conversion. In a conversion of the FIRM 10.6 ft.(m) 19.9 ft.(m) 19.9 ft.(m) 11.3	ertificate is be RVA1-A30, AR Im used. If the rsion calculation RY Yes R	RTIFICATION certify elevation of the data availation 1001.	informable.	e datum used for the BFE in ext or the Comments area of 3 - 1 - 0 5
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations – Zones A1-A3 Complete Items C3a-i bo Section B, convert the dat Section D on Section G, as Datum 1929 Conversion Elevation reference mark to a) Top of bottom floor (ii b) Top of next higher flo c) Bottom of lowest horic d) Attached garage (top o) Lowest elevation of m servicing the building of) Lowest adjacent (finish o) Highest adjacent (finish o) Highest adjacent (finish o) No. of permanent ope o) Total area of all perma is certification is to be significant that any false atter F. Wilso LE	ate will be required with a company of the building provide a statement may be just a property of the company o	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram special BFE. Show field measurent the datum converted and the elevation reference in prenchosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, Alcified in Item C2. State the datusesurements and datum convergesion. In a section of the FIRM 10.6 ft.(m) 19.9 ft.(m) 19.9 ft.(m) 11.3 ft.(m) 11.3 ft.(m) 11.3 ft.(m) 11.3 ft.(m) 12.3 ft.(m) 12.3 ft.(m) 13.5 ft.(m) 14.3 ft.(m) 15.5 ft.(m) 16.5 ft.(m) 17.5 ft.(m) 18.5 ft.(m) 19.5	ertificate is be RVA1-A30, AR Im used. If the rsion calculation RY Yes ITECT CER and by law to a thick to interpret S. Code, Sec UC SCI NAME	RTIFICATION certify elevation to the data availation 1001. CENSE NUMBER PLS #1723	informable.	e datum used for the BFE in ext or the Comments area of
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations – Zones A1-A3 Complete Items C3a-i bo Section B, convert the dat Section D or Section G, as Datum 1929 Conversion Elevation reference mark to a) Top of bottom floor (ii b) Top of next higher flo c) Bottom of lowest hori d) Attached garage (top c) Lowest elevation of m servicing the building of) Lowest adjacent (finist of) Highest adjacent (finist of) No. of permanent ope of) Total area of all perma is certification is to be signerify that the information inderstand that any false atter F. Wilso LE	ate will be required with a company of the building provide a statement may be just a property of the company o	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram special BFE. Show field measurent the datum converted and the elevation reference in prenchosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, All cified in Item C2. State the datusesurements and datum convergesion. In the first substituting the first substitution that substituting the first substituting the first substitution that substitution tha	ertificate is be RVA1-A30, AR Im used. If the rsion calculation RY Yes ITECT CER and by law to a thick to interpret S. Code, Sec UC SCI NAME	RTIFICATION Certify elevation of the data availation 1001. CENSE NUMBER PLS #1723 Pring Co.	informable.	e datum used for the BFE in ed or the Comments area of
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations - Zones A1-A3 Complete Items C3a-i bo Section B, convert the dat Section D or Section G, as Datum 1929 Conversion Elevation reference mark to a) Top of bottom floor (in b) Top of next higher floo c) Bottom of lowest horito d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finist o g) Highest adjacent (finist o g) Highest adjacent (finist o h) No. of permanent ope o i) Total area of all perma is certification is to be signerify that the information inderstand that any false: RTIFIER'S NAME alter F. Wilso LE TYPEY Supervis	ate will be required with a company of the building, provide a state ment may be a state ment may a	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram special BFE. Show field measurent the datum converted and the elevation reference in prenchosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, All officed in Item C2. State the datusesurements and datum convergesion. In the first substituting the first substitution that substitution that substitution that substitution the first substitution that substitution th	ertificate is be RVA1-A30, AR Im used. If the rsion calculation I? Yes ITECT CER ed by law to a fis to interpre S. Code, Sec LIC SCH VAME Enginee	RTIFICATION certify elevation of the data availation 1001. CENSE NUMBER PLS #1723 Pring Co. STA	informable.	e datum used for the BFE in ed or the Comments area of
"A new Elevation Certifica Building Diagram Number accurately represents the Elevations - Zones A1-A3 Complete Items C3a-i be Section B, convert the dat Section Dor Section G, as Datum 1929 Conversio Elevation reference mark to a) Top of bottom floor (ii b) Top of next higher flo c) Bottom of lowest horio d) Attached garage (top o e) Lowest elevation of m servicing the building o f) Lowest adjacent (finist o g) Highest adjacent (finist o g) Highest adjacent (finist o h) No. of permanent ope o i) Total area of all perma is certification is to be sig ertify that the information inderstand that any false: RTIFIER'S NAME alter F. Wilso LE LE LEVEY Supervis	ate will be required with a company of the building, provide a state ment may be a state ment may a	hen construction of the g diagram most similar ketch or photograph.)] FE), VE, V1-V30, V (we building diagram special BFE. Show field measurent the datum converted and the elevation reference in prenchosure) Index (V zones only)	building is complete. If to the building for which this of Diagram Grith BFE), AR, AR/A, AR/AE, All cified in Item C2. State the datusesurements and datum convergesion. In the first substituting the first substitution that substituting the first substituting the first substitution that substitution tha	ertificate is be RVA1-A30, AR Im used. If the rsion calculation I? Yes ITECT CER ed by law to a fis to interpre S. Code, Sec LIC SCH VAME Enginee	RTIFICATION Certify elevation of the data availabilition 1001. CENSE NUMBER PLS #1723 Pering Co. STA STA	informable.	e datum used for the BFE in ed or the Comments area of the Comments are of the Co

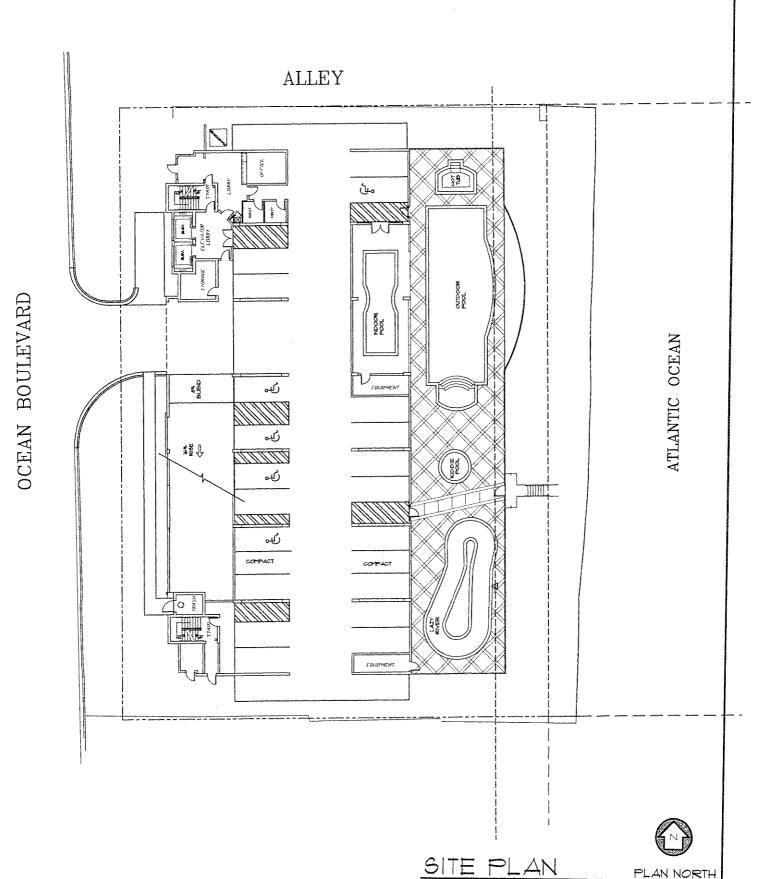
IMPORTANT: In these spaces, copy the corresponding information	n from Section A.		For ins	urance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bidg. No.) OR P.O. ROU	TE AND BOX NO.	**************************************		Vuniber
South Shore Villas 1401 S. Ocean Blvd.	STATE	プ わ ヘヘニー		
	South Carolina		X.1.480	my NAIC Number
SECTION D - SURVEYOR, ENGINEER	, OR ARCHITECT CERT	FICATION (CONT	INUED)	
Copy both sides of this Elevation Certificate for (1) community official, (2) insurance	e agent/company, and (3) bu	lding owner.		
COMMENTS			Miles	
All elevations stated on section C3 "A"	thru "G" are b	ased on Coa	stal Coun	cil monument
# 5755. C3 - E The elevation isat an el	ectrical trans	former pad.		
			ПС	eck here if attachments
SECTION E - BUILDING ELEVATION INFORMATION (SUR	VEY NOT REQUIRED) F	OR ZONE AO AN	O ZONE A WIT	HOLIT REE!
For Zone AO and Zone A (without BFE), complete Items E1 through E4. If the Eleva	ation Certificate is intended fo	r use as supporting in	formation for a LO	MA or LOMB-F
occiono masche completet.				
E1. Building Diagram Number(Select the building diagram most similar to the build represents the building, provide a sketch or photograph.)	ding for which this certificate i	s being completed — :	ee pages 6 and 7.	. If no diagram accurately
represents the paleating, provide a sketch of photograph.)				
E2. The top of the bottom floor (including basement or enclosure) of the building is natural grade, if available).	ir.(m)in.(cm) [_] abov	e or ∐below (chec	k one) the highest	adjacent grade. (Use
E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or ele	evated floor (elevation b) of the	nehulkling is 11/m	in (om) ohous	the bishes to the
areas: compete sens com and conton hontol form.				
E4. The top of the platform of machinery and/or equipment servicing the building is	ft.(m)in.(cm) [] above	or Delow (chec	k one) the highest	adiacentorade. (Use
national grades, it available).				
5. For Zone AO only: If no flood depth number is available, is the top of the bottom	floor elevated in accordance	with the community's	floodplain manage	ment ordinance?
Yes No Unknown. The local official must certify this information i	in Section G.			
SECTION F. PROPERTY OWNER (OR				**************************************
SECTION F - PROPERTY OWNER (OR	OWNER'S REPRESENT	ATIVE) CERTIFIC	ATION	
The property owner or owner's authorized representative who completes Sections A	OWNER'S REPRESENT	only) and E for Zono	ATION A (without a FEMA	i-issued or community-
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and its sections A is a complete section of the complete section is a complete section of the complete section of the complete section of the complete section is a complete section of the complete section of th	OWNER'S REPRESENT A, B, C (Items C3.h and C3.i E are correct to the best of m	only) and E for Zono	ATION A (without a FEMA	k-issued or community-
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA	OWNER'S REPRESENT A, B, C (Items C3.h and C3.i E are correct to the best of m	only) and E for Zono	ATION A (without a FEMA	-issued or community-
The property owner or owner's authorized representative who completes Sections A	OWNER'S REPRESENT A, B, C (Items C3.h and C3.i E are correct to the best of m	only), and E for Zone y <i>knowledge.</i>	A (without a FEMA	A-issued or community-
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA	OWNER'S REPRESENT A, B, C (flems C3.h and C3.h E are correct to the best of m ME	only), and E for Zone y knowledge.	A (without a FEMA STATE	
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE	OWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY	only), and E for Zone y knowledge.	A (without a FEMA	
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS	OWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY	only), and E for Zone y knowledge.	A (without a FEMA STATE	
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE	OWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY	only), and E for Zone y knowledge.	A (without a FEMA STATE	
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS	OWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY DATE	only), and E for Zone y knowledge.	A (without a FEMA BTATE TELEPHONE	
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNITY in local official who is authorized by law or ordinance to administer the community's in local official who is authorized by law or ordinance to administer the community's in local official who is authorized by law or ordinance to administer the community's in law or ordinance to administer the community in law or ordinance to administer the community's in law or ordinance to administer the community is a law or ordinance to administer the community in law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance to administer the community is a law or ordinance t	OWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY DATE	only), and E for Zone y knowledge.	A (without a FEMA BTATE ELEPHONE	ZIP CODE Ck here if attachments
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NATADDRESS SIGNATURE COMMENTS SECTION G - COMMUNITY or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below.	OWNER'S REPRESENT A, B, C (litems C3.h and C3.h E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodiplain management ordin	only), and E for Zone y knowledge. TONAL) ance can complete S	A (without a FEMA STATE ELEPHONE Chece ections A, B, C (or	ZIP CODE Ck here if attachments E), and G of this Elevation
The property owner or owner's authorized representative who completes Sections A, issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NATADDRESS SIGNATURE COMMENTS SECTION G - COMMUNITY The local official who is authorized by law or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below. 1. The information in Section C was taken from other documentation that has be	OWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordiners signed and embossed by	only), and E for Zone y knowledge. TONAL) ance can complete S	A (without a FEMA STATE ELEPHONE Chece ections A, B, C (or	ZIP CODE Ck here if attachments E), and G of this Elevation
The property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI the local official who is authorized by law or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below. 1. The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the	OWNER'S REPRESENT A, B, C (Items C3.h and C3.i.i E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordinen signed and embossed by	only), and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor,	A (without a FEMA BTATE ELEPHONE Chec ections A, B, C (or	ZIP CODE Ck here if attachments E), and G of this Elevation
The property owner or owner's authorized representative who completes Sections A, B, C, and issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI he local official who is authorized by law or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below. 1. The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the community official completed Section E for a building located in Zone A (with	OWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by the elevation data in the Common to the common	only), and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor,	A (without a FEMA BTATE ELEPHONE Chec ections A, B, C (or	ZIP CODE Ck here if attachments E), and G of this Elevation
In a property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI The local official who is authorized by law or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below. 1. The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the section C was taken from the source and date of the section C was taken from other documentation.) 2. A community official completed Section E for a building located in Zone A (with the following information (Items G4-G9) is provided for community floodoplain in the section of t	CWNER'S REPRESENT A, B, C (Items C3.h and C3.i E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by ne elevation data in the Common to a FEMA-issued or common to a remanagement purposes.	only), and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor, nents area below.) nunity-issued BFE) or	A (without a FEMA STATE ELEPHONE Chee ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE ck here if attachments E), and G of this Elevation ect who is authorized by st
The property owner or owner's authorized representative who completes Sections A, B, C, and issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI he local official who is authorized by law or ordinance to administer the community's rertificate. Complete the applicable item(s) and sign below. 1. The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the community official completed Section E for a building located in Zone A (with 3. The following information (Items G4-G9) is provided for community floodplain in the co	CWNER'S REPRESENT A, B, C (Items C3.h and C3.i E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by ne elevation data in the Common to a FEMA-issued or common to a remanagement purposes.	only), and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor,	A (without a FEMA STATE ELEPHONE Chee ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE ck here if attachments E), and G of this Elevation ect who is authorized by st
The property owner or owner's authorized representative who completes Sections A, B, C, and issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI the local official who is authorized by law or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below. The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building located in Zone A (with Community official completed Section E for a building	CWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by the elevation data in the Common to the common	only), and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor, nents area below.) nunity-issued BFE) or	A (without a FEMA STATE ELEPHONE Chee ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE ck here if attachments E), and G of this Elevation ect who is authorized by st
In property owner or owner's authorized representative who completes Sections A, B, C, and issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI The local official who is authorized by law or ordinance to administer the community's entificate. Complete the applicable item(s) and sign below. The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the community official completed Section E for a building located in Zone A (with Call of the following information (Items G4-G9) is provided for community floodplain in G4. PERMIT NUMBER G5. DATE PERMIT ISSUED 7. This permit has been issued for: New Construction Substantial Improver B. Elevation of as-built lowest floor (including basement) of the building is:	CWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by the elevation data in the Common to the common	TONAL) and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor, nents area below.) nunity-issued BFE) or	A (without a FEMA STATE ELEPHONE Chec ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE Ck here if attachments E), and G of this Elevation oct who is authorized by st PANCY ISSUED
In property owner or owner's authorized representative who completes Sections A, B, C, and issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI The local official who is authorized by law or ordinance to administer the community's entificate. Complete the applicable item(s) and sign below. The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the community official completed Section E for a building located in Zone A (with Call of the following information (Items G4-G9) is provided for community floodplain in G4. PERMIT NUMBER G5. DATE PERMIT ISSUED 7. This permit has been issued for: New Construction Substantial Improver B. Elevation of as-built lowest floor (including basement) of the building is:	CWNER'S REPRESENT A, B, C (Items C3.h and C3.h E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by the elevation data in the Common to the common	TONAL) and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor, nents area below.) nunity-issued BFE) or TE CERTIFICATE OF C	A (without a FEMA STATE ELEPHONE Chee ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE Ck here if attachments E), and G of this Elevation act who is authorized by st JPANCY ISSUED
Ine property owner or owner's authorized representative who completes Sections A, issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI The local official who is authorized by law or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below. I. The information in Section C was taken from other documentation that has been or local law to certify elevation information. (Indicate the source and date of the control of the following information (Items G4-G9) is provided for community floodplain and G4. PERMIT NUMBER G5. DATE PERMIT ISSUED 7. This permit has been issued for: New Construction Substantial Improver B. Elevation of as-built lowest floor (including basement) of the building is: B. BFE or (in Zone AO) depth of flooding at the building site is:	OWNER'S REPRESENT A, B, C (Items C3.h and C3.i.i E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by ne elevation data in the Common to a FEMA-issued or common to a FEMA-	TONAL) and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor, nents area below.) nunity-issued BFE) or	A (without a FEMA STATE ELEPHONE Chee ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE Ck here if attachments E), and G of this Elevation oct who is authorized by st PANCY ISSUED
Ine property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI The local official who is authorized by law or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below. 1. The information in Section C was taken from other documentation that has been or local law to certify elevation information. (Indicate the source and date of the source and dat	COWNER'S REPRESENT A, B, C (Items C3.h and C3.i.i E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by ne elevation data in the Common ta FEMA-issued or common table of the common table of t	nonly), and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor, nents area below.) nunity-issued BFE) or TE CERTIFICATE OF C	A (without a FEMA STATE ELEPHONE Chee ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE Ck here if attachments E), and G of this Elevation act who is authorized by st JPANCY ISSUED
In property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and I PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI The local official who is authorized by law or ordinance to administer the community's entificate. Complete the applicable item(s) and sign below. The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the Community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the source and the community official completed Section E for a building located in Zone A (with I make the source and the community official completed Section E for a building located in Zone A (with I make the source and the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make the community official completed Section E for a building located in Zone A (with I make th	COWNER'S REPRESENT A, B, C (Items C3.h and C3.i.i E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by ne elevation data in the Comm hout a FEMA-issued or comm management purposes. G6. DA ment TITLE TELEPHON	nonly), and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor, nents area below.) nunity-issued BFE) or TE CERTIFICATE OF C	A (without a FEMA STATE ELEPHONE Chee ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE Ck here if attachments E), and G of this Elevation act who is authorized by st JPANCY ISSUED
In property owner or owner's authorized representative who completes Sections A issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NA ADDRESS SIGNATURE COMMENTS SECTION G - COMMUNI the local official who is authorized by law or ordinance to administer the community's retificate. Complete the applicable item(s) and sign below. If The information in Section C was taken from other documentation that has be or local law to certify elevation information. (Indicate the source and date of the 2 A community official completed Section E for a building located in Zone A (with 3 The following information (Items G4-G9) is provided for community floodplain in G4. PERMIT NUMBER G5. DATE PERMIT ISSUED 7. This permit has been issued for: New Construction Substantial Improvem B. Elevation of as-built lowest floor (including basement) of the building is: 9. BFE or (in Zone AO) depth of flooding at the building site is: LOCAL OFFICIAL'S NAME	COWNER'S REPRESENT A, B, C (Items C3.h and C3.i.i E are correct to the best of m ME CITY DATE TY INFORMATION (OPT floodplain management ordin en signed and embossed by ne elevation data in the Common ta FEMA-issued or common table of the common table of t	nonly), and E for Zone y knowledge. TONAL) ance can complete S a licensed surveyor, nents area below.) nunity-issued BFE) or TE CERTIFICATE OF C	A (without a FEMA STATE ELEPHONE Chee ections A, B, C (or engineer, or archite Zone AO.	ZIP CODE Ck here if attachments E), and G of this Elevation act who is authorized by st JPANCY ISSUED

FOR ALLEGE SELECTION

EXHIBIT "C"

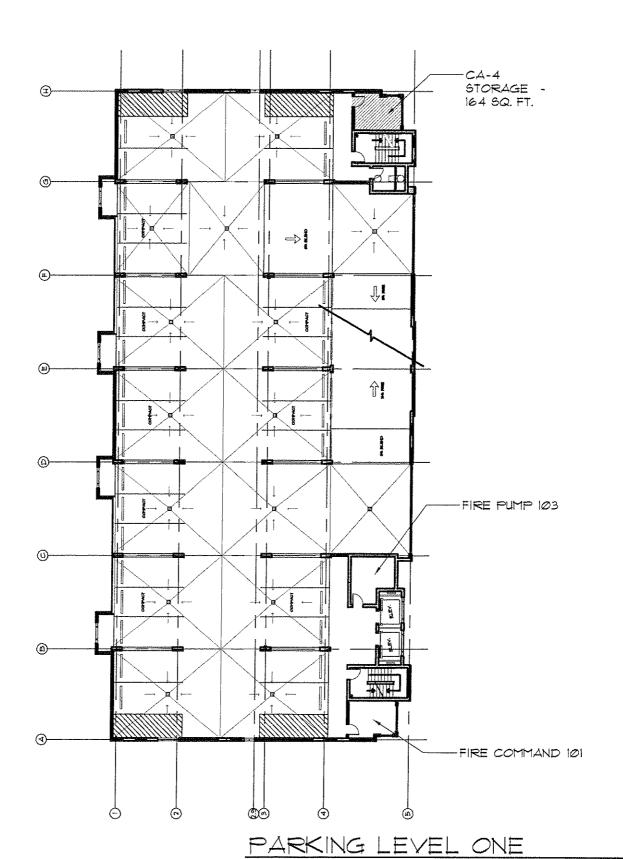
[Plot Plans, consisting of Site Plan, Floor Plans, Unit Plans and Elevations]

GRAPHIC DESCRIPTION PAGE 1 OF 25



GRAPHIC DESCRIPTION PAGE 2 OF 25 COMMON AREA 22,340 sq. ft. COMMERCIAL AREA 766 sq. ft. SOUTH SHORE VILLAS RESIDENTIAL AREA Ø sq. ft. NORTH MYRTLE BEACH, RESIDENTIAL LIMITED COMMON ELEMENT Ø sq. ft. SOUTH CAROLINA TOTAL AREA 23,106 sq. ft. OCRM BASELINE CA-3 STORAGE -97 SQ. FT. **1** 23 (1) 響 1 1 20 CA-2 STORAGE -181 SQ. FT. CA-I LOBBY/OFFICE - 488 SQ. FT. PARKING LEVEL G

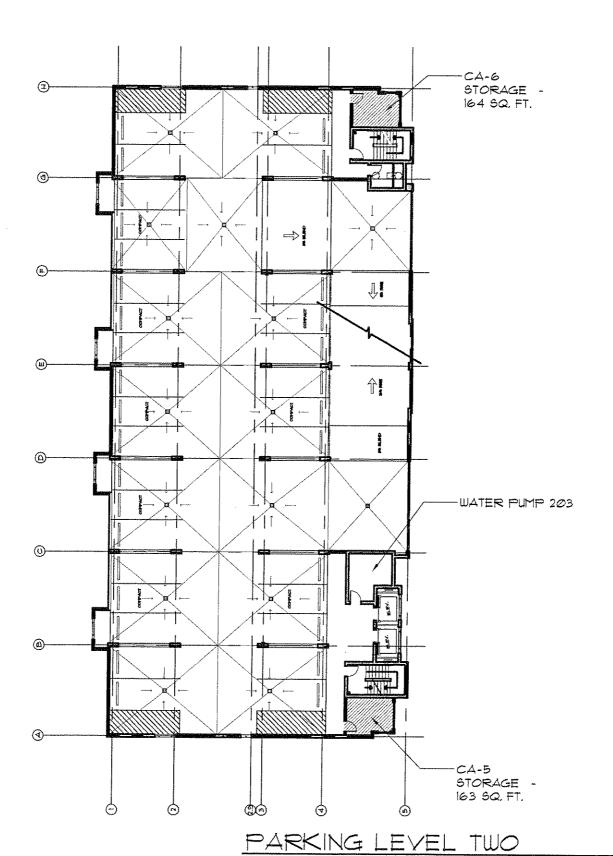
 GRAPHIC DESCRIPTION PAGE 3 OF 25



COMMON AREA

| 5,502 eq. ft.
| COMMERCIAL AREA
| 327 eq. ft.
| RESIDENTIAL AREA
| PRESIDENTIAL LIMITED COMMON ELEMENT
| TOTAL AREA
| COMMON ELEMENT
| COMMON EL

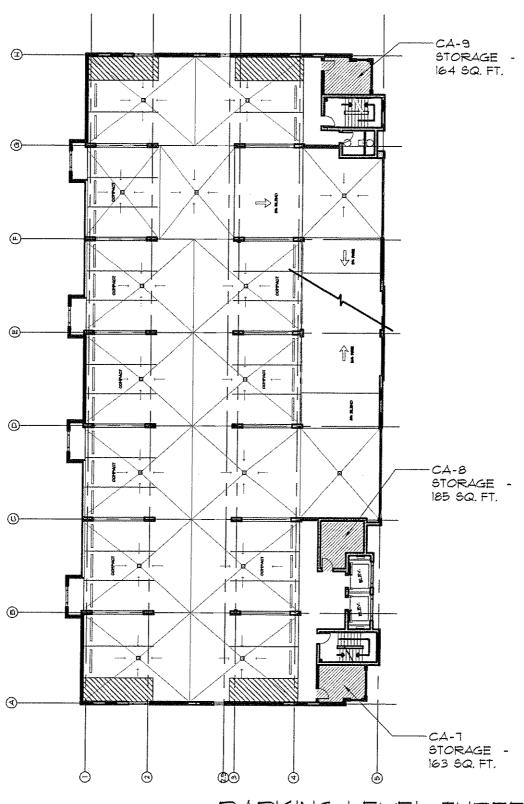
GRAPHIC DESCRIPTION PAGE 4 OF 25



☐ COMMON AREA 15,317 sq. ft.
☐ COMMERCIAL AREA 512 sq. ft.
☐ RESIDENTIAL AREA 0 sq. ft.
☐ RESIDENTIAL LIMITED COMMON ELEMENT 0 sq. ft.
☐ TOTAL AREA 15,829 sq. ft.

GRAPHIC DESCRIPTION PAGE 5 OF 25

SOUTH SHORE VILLAS NORTH MYRTLE BEACH, SOUTH CAROLINA

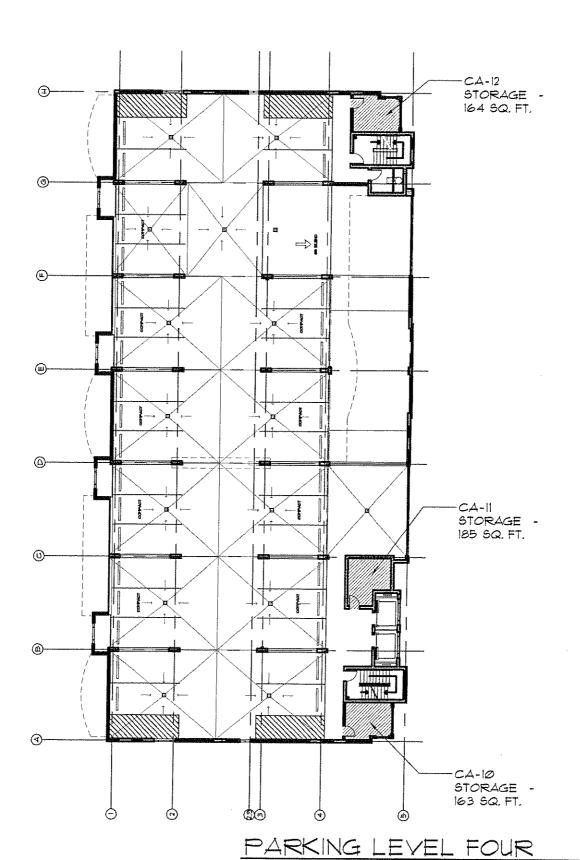


PARKING LEVEL THREE

COMMON AREA

| 5,3|1 sq. ft.
| COMMERCIAL AREA
| COMMERCIAL AREA
| COMMERCIAL AREA
| COMMON ELEMENT | COMMON

GRAPHIC DESCRIPTION PAGE 6 OF 25



COMMON AREA

2,304 sq. ft.

COMMERCIAL AREA

118 sq. ft.

RESIDENTIAL AREA

11,490 sq. ft.

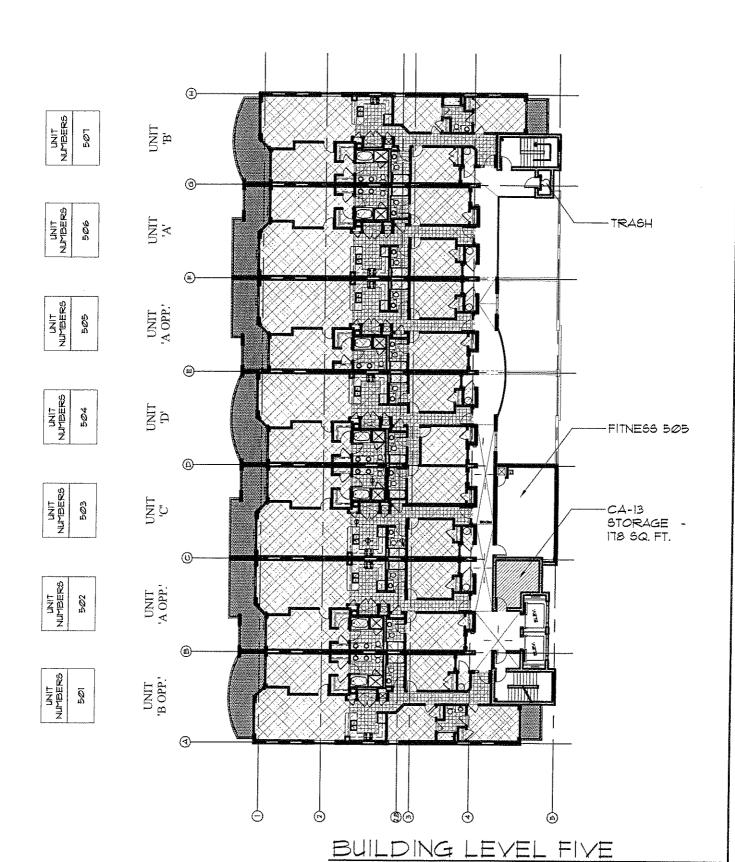
RESIDENTIAL LIMITED COMMON AREA

1,539 sq. ft.

TOTAL AREA

15,511 sq. ft.

GRAPHIC DESCRIPTION PAGE 1 OF 25



COMMON AREA

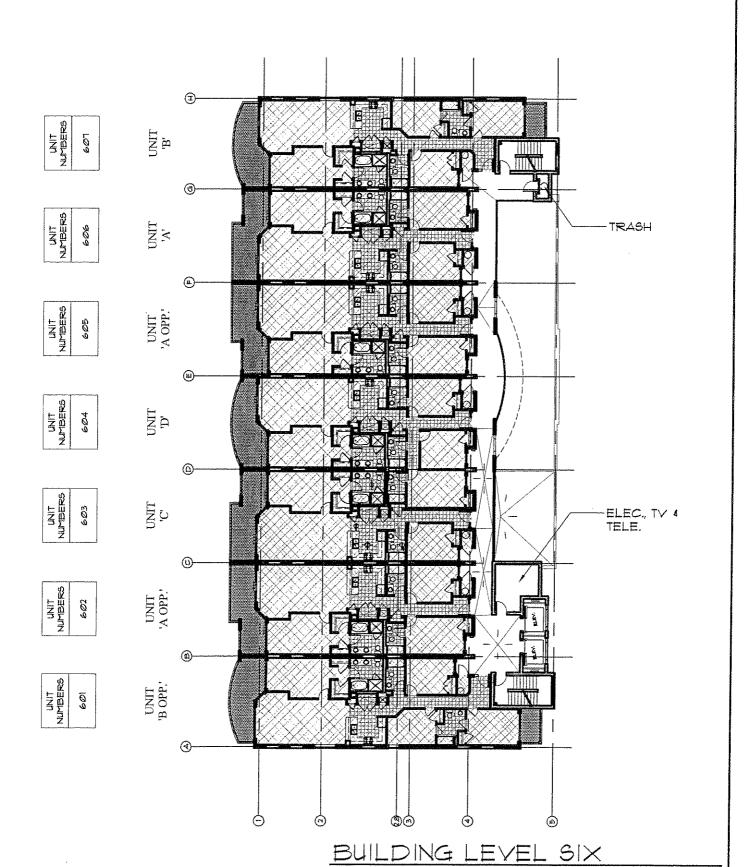
1,995 sq. ft.
COMMERCIAL AREA

0 sq. ft.
RESIDENTIAL AREA

11,490 sq. ft.
RESIDENTIAL LIMITED COMMON AREA
1539 sq. ft.
TOTAL AREA

15,024 sq. ft.

GRAPHIC DESCRIPTION PAGE 8 OF 25



COMMON AREA

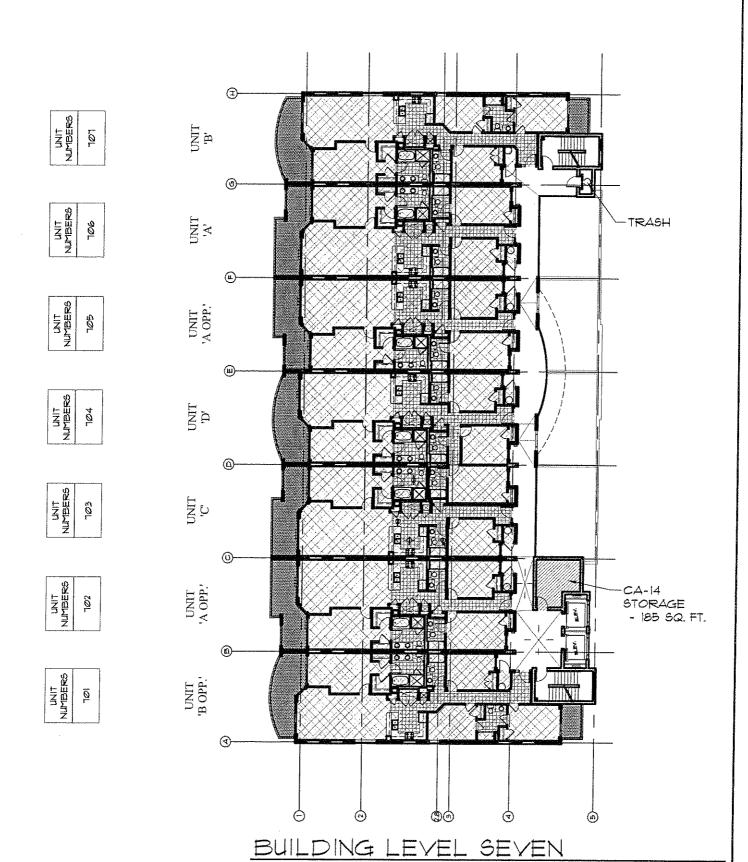
I,810 sq. ft.
COMMERCIAL AREA

RESIDENTIAL AREA

RESIDENTIAL LIMITED COMMON AREA

I,539 sq. ft.
I5,924 sq. ft.

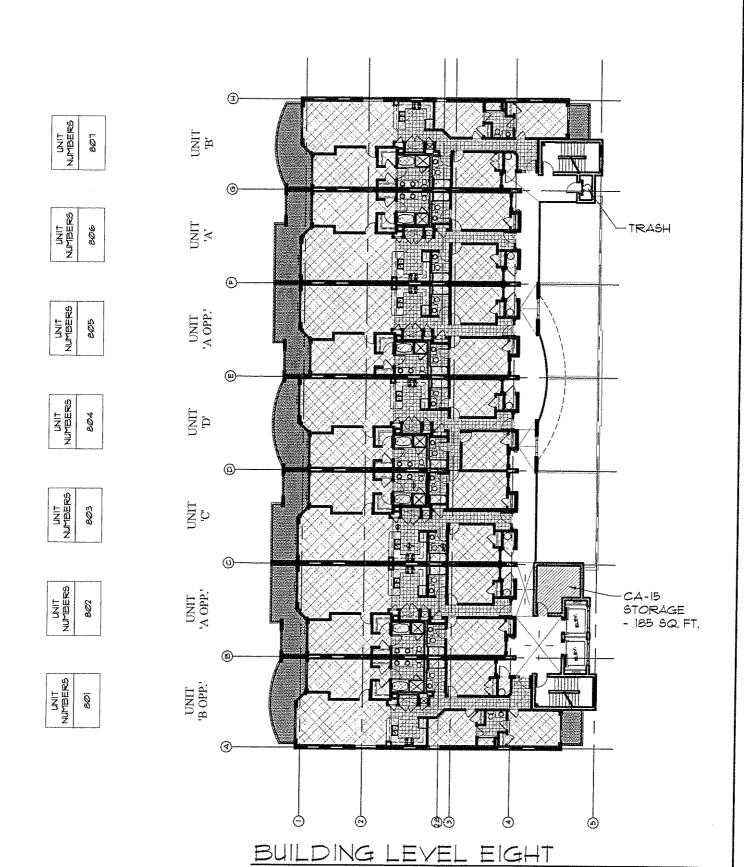
GRAPHIC DESCRIPTION PAGE 9 OF 25



COMMON AREA

| Blo sq. ft. |
| COMMERCIAL AREA
| RESIDENTIAL AREA
| RESIDENTIAL LIMITED COMMON AREA | 1539 sq. ft. |
| TOTAL AREA | 15,024 sq. ft. |

GRAPHIC DESCRIPTION PAGE 10 OF 25



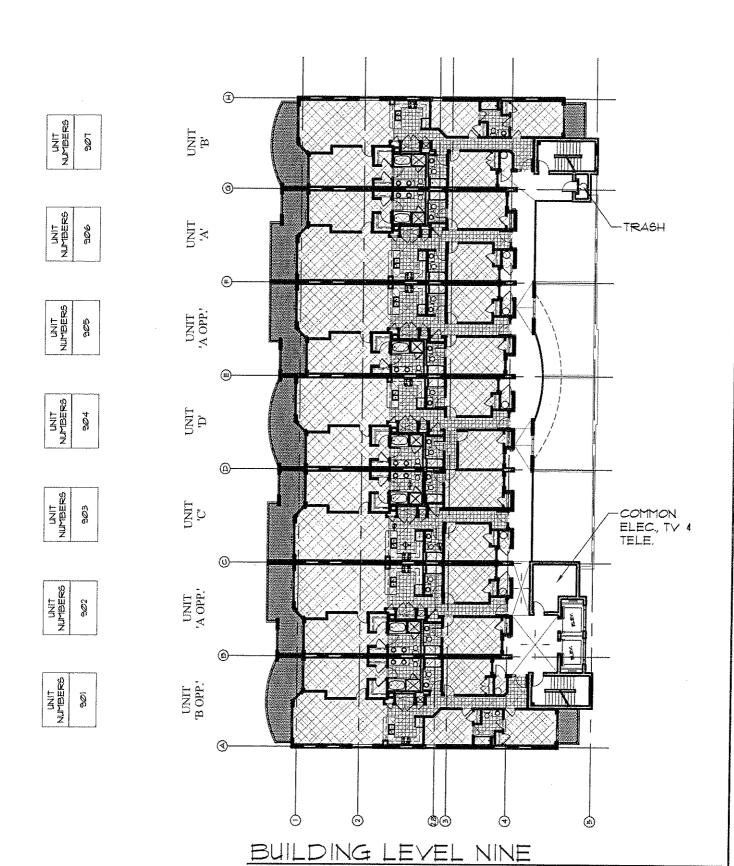
COMMON AREA

1,995 eq. ft.
COMMERCIAL AREA

0 eq. ft.
RESIDENTIAL AREA

11,490 eq. ft.
RESIDENTIAL LIMITED COMMON AREA
1539 eq. ft.
15024 eq. ft.

GRAPHIC DESCRIPTION PAGE II OF 25

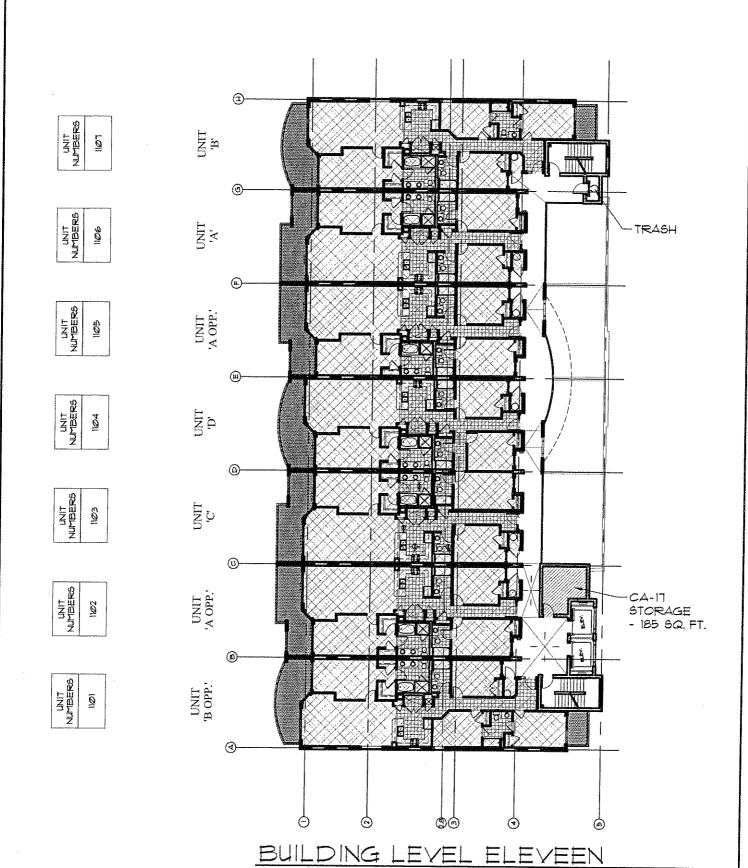


GRAPHIC DESCRIPTION PAGE 12 OF 25 COMMON AREA 1,810 sq. ft. COMMERCIAL AREA 185 sq. ft. SOUTH SHORE VILLAS RESIDENTIAL AREA 11,490 sq. ft. NORTH MYRTLE BEACH. RESIDENTIAL LIMITED COMMON AREA 1,539 sq. ft. SOUTH CAROLINA TOTAL AREA 15,024 sq. ft. **(E)** NET BEING UNIT 'B' (1) NEW PRESS TRASH 900 UNIT 'A' (H) NUMBERS UNIT 'A OPP.' 1005 (m) NUTBERS UNIT U 400 **(a)** NATION SERVICES UNIT 1003 (1) NUMBER 8 UNIT 'A OPP.' CA-16 1002 STORAGE - 185 SQ. FT. (n) NUMBERS UNIT 'B OPP.' 0 BUILDING LEVEL TEN

COMMON AREA

| 810 sq. ft. |
COMMERCIAL AREA	185 sq. ft.
RESIDENTIAL AREA	11,490 sq. ft.
RESIDENTIAL LIMITED COMMON AREA	1539 sq. ft.
TOTAL AREA	15,024 sq. ft.

GRAPHIC DESCRIPTION PAGE 13 OF 25



☐ COMMON AREA 1,995 sq. ft.

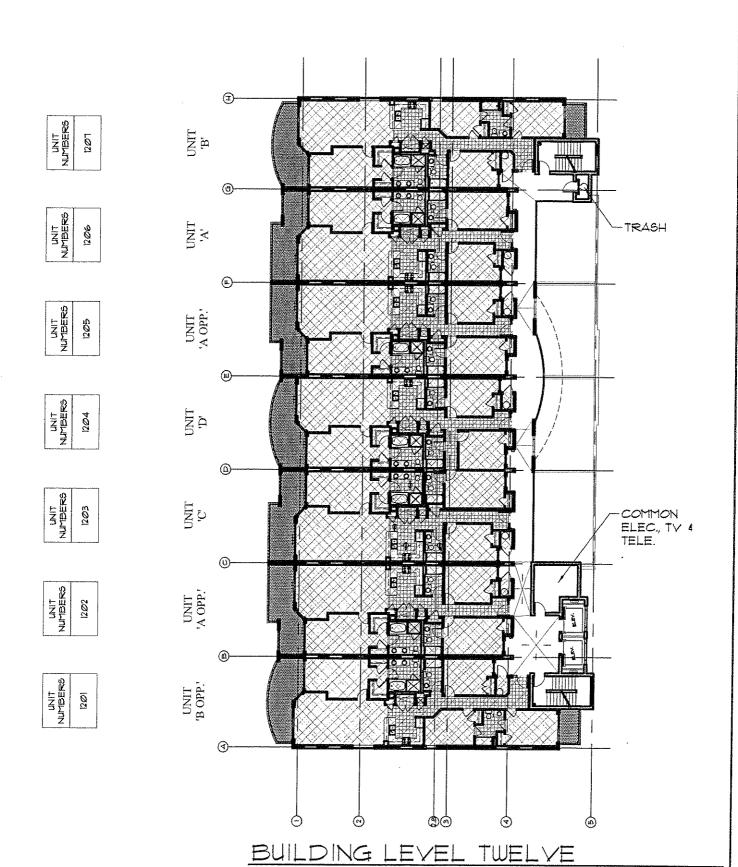
☐ COMMERCIAL AREA 0 sq. ft.

☐ RESIDENTIAL AREA 11,490 sq. ft.

☐ RESIDENTIAL LIMITED COMMON AREA 1539 sq. ft.

TOTAL AREA 15024 sq. ft.

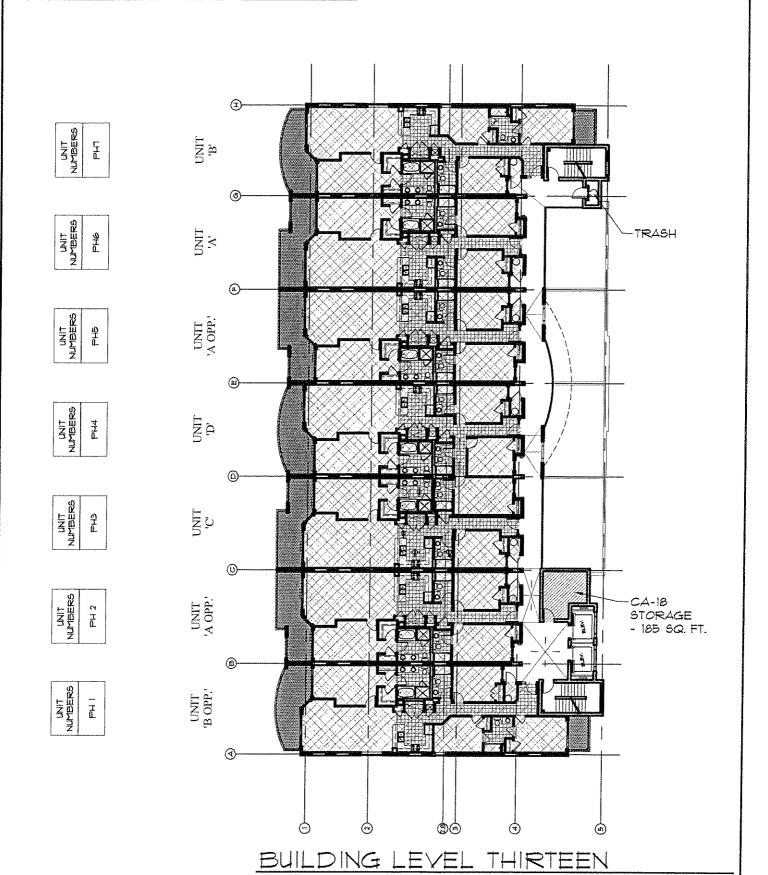
GRAPHIC DESCRIPTION PAGE 14 OF 25



COMMON AREA

| 1810 sq. ft.
| COMMERCIAL AREA
| 185 sq. ft.
| RESIDENTIAL AREA
| II,490 sq. ft.
| RESIDENTIAL LIMITED COMMON AREA
| I539 sq. ft.
| TOTAL AREA
| I5024 sq. ft.

GRAPHIC DESCRIPTION PAGE 15 OF 25



COMMON AREA

12,921 sq. ft.

COMMERCIAL AREA

9 sq. ft.

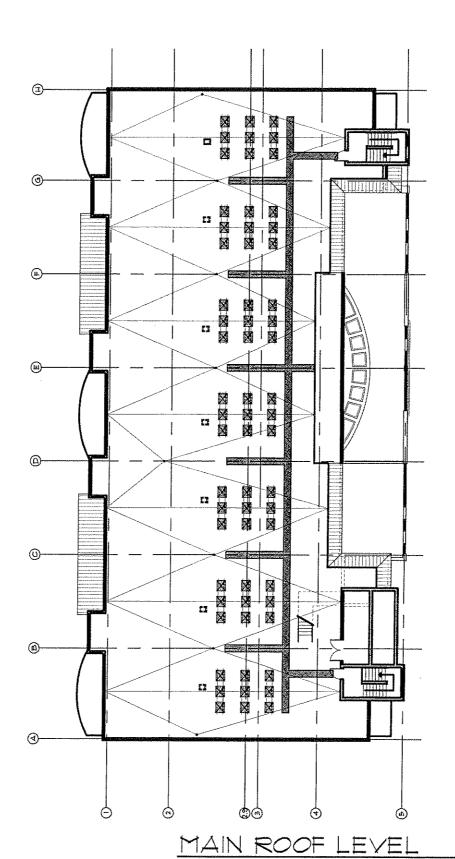
RESIDENTIAL LIMITED COMMON AREA

567 sq. ft.

TOTAL AREA

13,488 sq. ft.

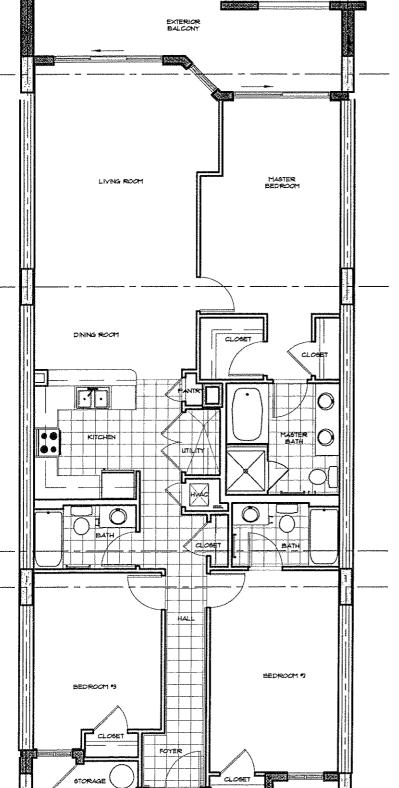
GRAPHIC DESCRIPTION PAGE 16 OF 25



GRAPHIC DESCRIPTION PAGE IT OF 25

SOUTH SHORE VILLAS NORTH MYRTLE BEACH, SOUTH CAROLNIA

UNIT NUMBERS



SQUARE FOOTAGE:

AREA SHOWN USING STD. ARCHITECTURAL MEASURING METHODS FROM CENTER OF INTERIOR WALL TO OUTSIDE OF EXTERIOR WALL.

 HEATED
 1564 sq. ft.

 BALCONY
 206 eq. ft.

 STORAGE
 22 sq. ft.

 TOTAL
 1792 sq. ft.

AREA SHOWN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS, AS SHOWN ON PLAN

 HEATED
 1458 sq. ft.

 BALCONY
 199 sq. ft.

 STORAGE
 15 sq. ft.

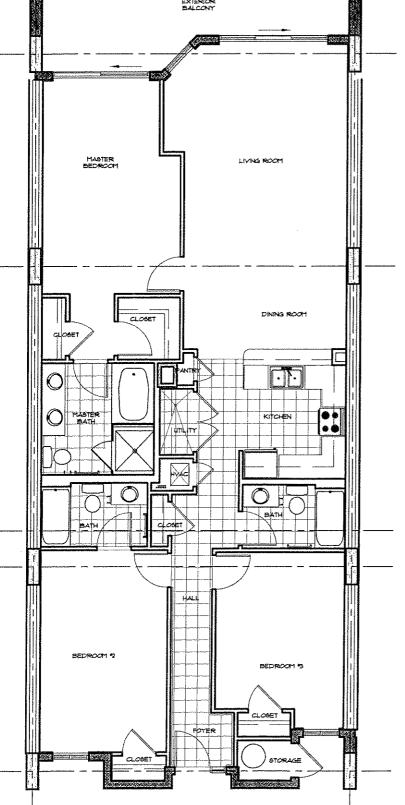
 TOTAL
 1672 sq. ft.

GRAPHIC DESCRIPTION PAGE 18 OF 25

SOUTH SHORE VILLAS NORTH MYRTLE BEACH, SOUTH CAROLNIA



502	505
602	605
702	705
802	805
902	905
1002	1005
1102	1105
1202	1205
PH2	PH5



SQUARE FOOTAGE:

AREA SHOWN USING STD. ARCHITECTURAL MEASURING
METHODS FROM CENTER OF INTERIOR WALL TO

 HEATED
 1564 sq. ft.

 BALCONY
 206 sq. ft.

 STORAGE
 22 sq. ft.

 TOTAL
 1792 sq. ft.

AREA SHOUN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS. AG SHOUN ON PLAN

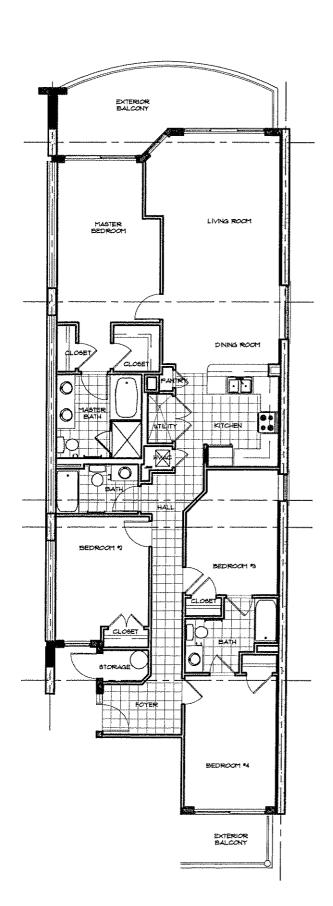
HEATED 458 eq. ft.
BALCONY 199 eq. ft.
STORAGE 15 eq. ft.
TOTAL 1672 eq. ft.

GRAPHIC DESCRIPTION PAGE 19 OF 25

SOUTH SHORE VILLAS NORTH MYRTLE BEACH, SOUTH CAROLNIA

UNIT NUMBERS 507 607 707 807 907 1007 1107 1207

PH7



SQUARE FOOTAGE:

AREA SHOWN USING STD. AR METHODS FROM CENTER OUTSIDE OF EXT	OF INTERIOR WALL TO
HEATED	1751 sq. ft.
BALCONY	255 sq. ft.
STORAGE	22 sq. ft.
TOTAL	2028 sq. ft.
AREA SHOUN BY CALCULAT OR UNFINISHED INTERIOR AS SHOUN (OF PERIMETER WALLS.
HEATED	1602 sq. ft.
BALCONY	251 sq. ft.
STORAGE	17 sq. ft.
TOTAL	1870 sq. ft.

GRAPHIC DESCRIPTION PAGE 20 OF 25

SOUTH SHORE VILLAS NORTH MYRTLE BEACH, SOUTH CAROLNIA

UNIT NUMBERS 501 601 701 801 901 1001 1101 1201 PH1

LIVING ROOM HASTER BEDROOM DINING ROOM BEDROOM 13 BEDROOM *4 EXTERIOR BALCONY

EXTERIOR BALCONY

SQUARE FOOTAGE:

AREA SHOWN USING STD. ARCHITECTURAL MEASURING METHODS FROM CENTER OF INTERIOR WALL. TO OUTSIDE OF EXTERIOR WALL.				
HEATED	1751 sq. ft.			
BALCONY	255 sq. ft.			
STORAGE	22 sq. ft.			
TOTAL	2028 sq. ft.			
AREA SHOWN BY CALCULATING OR UNFINISHED INTERIOR OF AS SHOWN ON	PERIMETER WALLS.			
HEATED	1602 sq. ft.			
BALCONY	251 sq. ft.			
STORAGE	∏ eq. ft.			
TOTAL	1870 sq. ft.			

GRAPHIC DESCRIPTION PAGE 21 OF 25

SOUTH SHORE VILLAS NORTH MYRTLE BEACH, SOUTH CAROLNIA

UNIT NUMBERS

1103 1203 PH3

SQUARE FOOTAGE:

AREA SHOWN USING STD. ARCHITECTURAL MEASURING. METHODS FROM CENTER OF INTERIOR WALL TO OUTSIDE OF EXTERIOR WALL.

 HEATED
 1299 sq. ft.

 BALCONY
 206 sq. ft.

 STORAGE
 22 sq. ft.

 TOTAL
 1521 sq. ft.

AREA SHOUN BY CALCULATING FROM UNDECORATED OR UNFINISHED INTERIOR OF PERIMETER WALLS, AS SHOUN ON PLAN

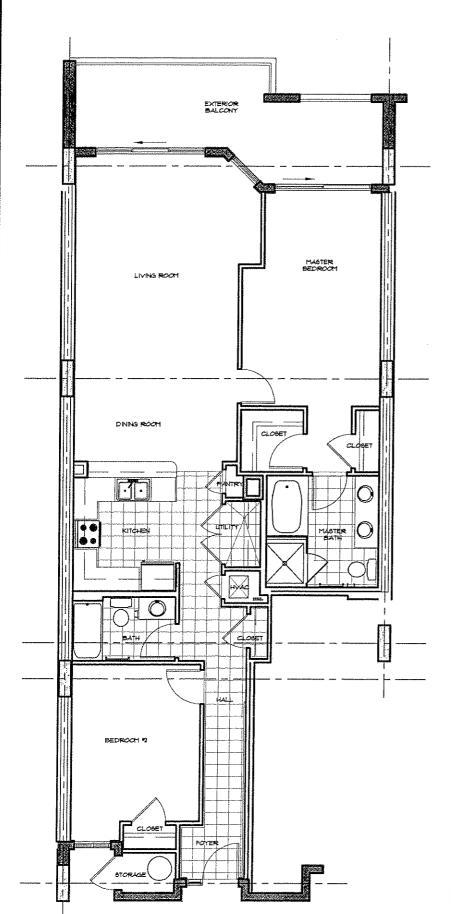
 HEATED
 1208 sq. ft.

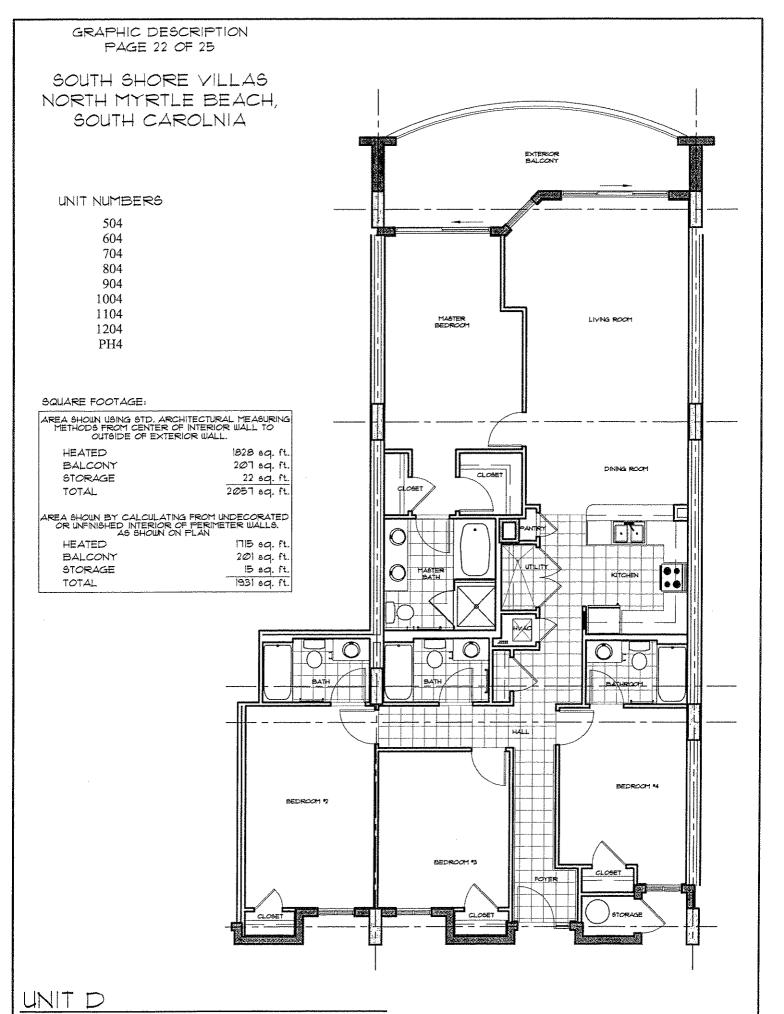
 BALCONY
 199 sq. ft.

 STORAGE
 15 sq. ft.

 TOTAL
 1422 sq. ft.



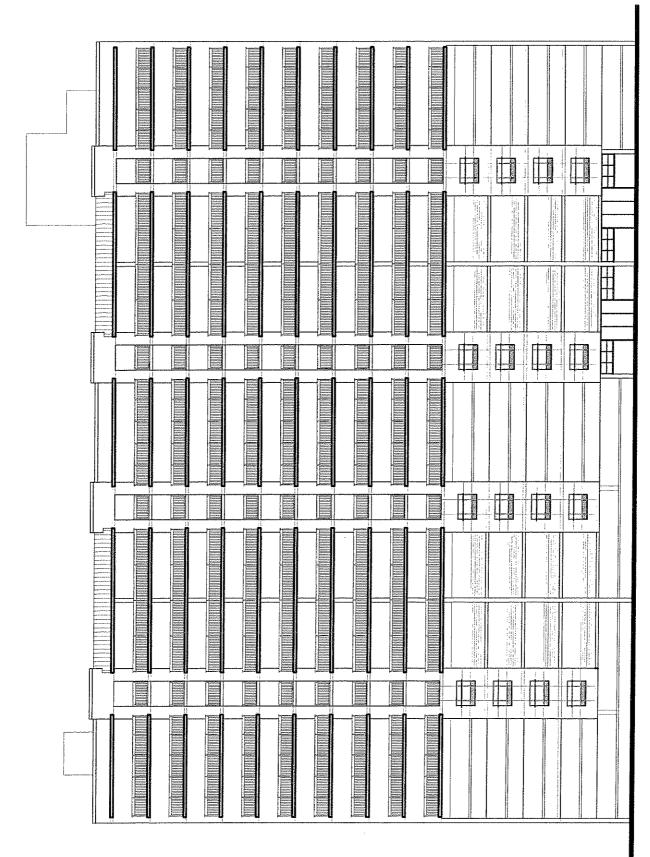




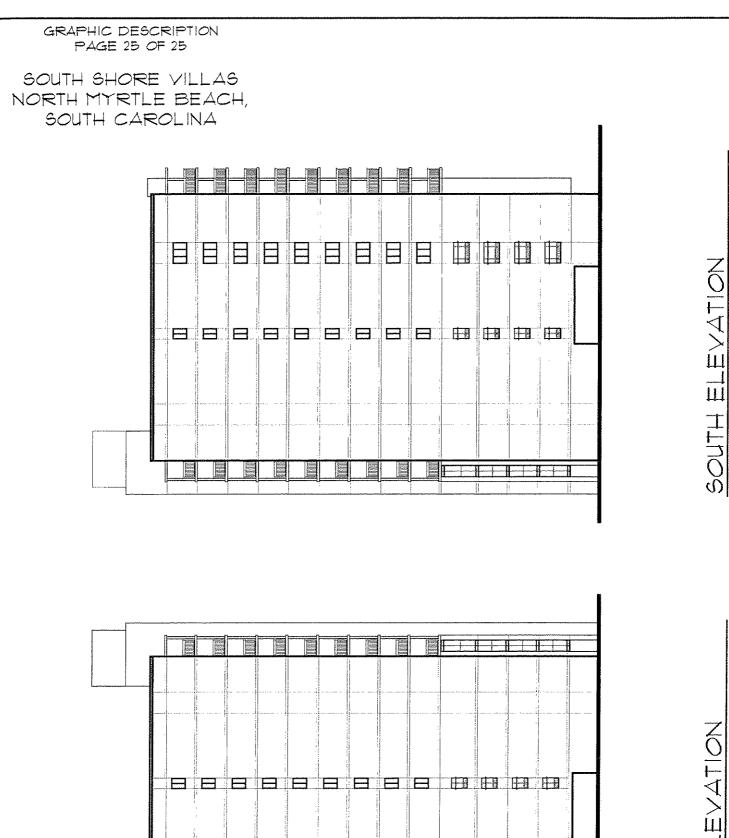
GRAPHIC DESCRIPTION PAGE 23 OF 25 SOUTH SHORE VILLAS NORTH MYRTLE BEACH, SOUTH CAROLINA FLEVATION ტ ⊢

GRAPHIC DESCRIPTION PAGE 24 OF 25

SOUTH SHORE VILLAS NORTH MYRTLE BEACH, SOUTH CAROLINA



EAST ELEVATION



NORTH ELEVATION

EXHIBIT "D"

[Table of Values]

			UNIT	TOTAL	% OWN	% OWN
UNIT	TYPE	QTY	SQ FOOT	UNIT SQ	PER UNIT	PER TYPE
506, 606, 706, 806, 906, 1006, 1106, 1206, PH6	A	9	1,473	13,257	0.0148977	0.1340797
502, 602, 702, 802, 902, 1002, 1102, 1202, PH2, 505, 605, 705, 805, 905, 1005, 1105, 1205, PH5	А Орр	18	1,473	26,514	0.0148977	0.2681594
507, 607, 707, 807, 907, 1007, 1107, 1207,	• ,			·		
PH7 501, 601, 701, 801, 901, 1001, 1101, 1201,	В	9	1,619	14,571	0.0163743	0.1473693
PH1 503, 603, 703, 803, 903, 1003, 1103, 1203,	В Орр	9	1,619	14,571	0.0163743	0.1473693
PH3 504, 604, 704, 804, 904, 1004, 1104, 1204,	С	9	1,223	11,007	0.0123692	0.1113235 0.1574731
PH4	D	9	1,730	15,570	0.017497	0.1074731
CA-1 CA-2	Comm. Comm.	1	488 181	488 181	0.0049355 0.0018306	0.0049333
CA-3	Comm.	1	97	97	0.000981	0.000981
CA-4, CA-6,	COMMI.	ı	91	31	0.000301	0.000001
CA-9, CA-12	Comm.	4	164	656	0.0016586	0.0066347
CA-5, CA-7, CA-10	Comm.	3	163	489	0.0016485	0.0049456
CA-8, CA-11, CA-14, CA-15, CA-16, CA-17,						
CA-18	Comm.	7	185	1,295	0.001871	0.0130974
CA-13	Comm.	1	178	178	0.0018002	0.0018002
		81		98,874		1.0000000

Totals

EXHIBIT "E"

TO MASTER DEED OF SOUTHSHORE VILLAS HORIZONTAL PROPERTY REGIME ARCHITECT'S CERTIFICATE

Pursuant to S. C. Code Ann. § 27-31-110 (1976), I certify that to the best of my knowledge the Regime plans described in the attached Exhibit "C" and the written description of 63 Residential Apartments and 18 Commercial Apartments in SouthShore Villas Horizontal Property Regime (situate upon real estate described in the attached Exhibit "A"), fully depict the layout, dimensions, location, area and number identification of the Apartments and the General and Limited Common Elements of the Regime.

Jenkins, Hancock & Sides

J. Clinton Burdett

Its: Architect

Architect's S.C. License No. 05248

Columbia, South Carolina This 7th day of March, 2005

EXHIBIT "F"

Articles of Incorporation of SouthShore Villas Condominium Association

FEB 9 2005

STATE OF SOUTH CAROLINA SECRETARY OF STATE NONPROFIT ORGANIZATION ARTICLES OF INCORPORATION

1. The name of the nonprofit corporation is <u>SouthShore Villas Condominium</u>	n Association.
--	----------------

2.	The initial registered office of the nonprofit corporation is	s 181	3 Hampton	Street Columb	hia
SC 292	() 1 .			ou ou ou	UICE,

The name of the registered agent of the nonprofit corporation at that office is W. Russell Drake.

- 3. Check (a), (b), or (c) whichever is applicable. Check only one box.
 - The nonprofit corporation is a public benefit corporation. a.
 - The nonprofit corporation is a religious corporation. b.
 - The nonprofit corporation is a mutual benefit corporation. c. [x]
- Check (a) or (b), whichever is applicable: 4.
 - [x]This corporation will have members. a.
 - b. [] This corporation will not have members.
- The address of the principal office of the nonprofit corporation is 1813 Hampton Street, 5. Columbia, SC 29201.
- If this nonprofit corporation is either a public benefit corporation (box a. or b. of paragraph 3. 6. 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.
 - [] Upon dissolution of the corporation, assets shall be distributed for one or more a. exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, of the government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of a 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 b.

050209-0207 FILED: 02/09/2005 SOUTHSHORE VILLAS CONDOMINIUM ASSOCIATI

Filing Fee: \$25.00 ORIG

7.	com	iplete eith	er (a) or (b), v	vhichever is ap	corporation (boplicable, to death	escribe how	paragraph 3. is the [remaining poration.	checked), g] assets of
	a.	[x]	shall be dist	ributed to its r	nembers, or if	`it has no n	on the [remaining nembers, to tho ting or serving.	se persons
	b.	[]Upon	dissolution of with	the mutual be law,	nefit corporati shall	ion the [ren	naining] assets, distributed 	consistent to:
8.	inco	rporation	are as follow	(See Section 3	ofit corporation 3-31-202(c) or suctions to this	f the 1976	include in the South Carolina	articles of Code, the
		ADDIT TH	IONAL PROV E SOUTHSHO	ISIONS TO AF DRE VILLAS C	RTICLES OF IN ONDOMINIUM	ICORPORA A ASSOCIA	ATION OF TION	
			ARTICLE	I POWERS	OF THE ASSO	CIATION		
	The p	owers of the	e Association sh	all include the fo	ollowing provisio	ns:		
which a	A. re not i	The Ass n conflict w	ociation shall ha	ave all of the cor South Carolina or	nmon law and start the terms of this	atutory powe Charter.	ers of a nonprofit of	corporation
set forth	B. in the Deed, in	Act, and al.	ociation shall ha I such other pow t not limited to t	ers and duties re	ers and duties preseasonably necess	scribed for th ary to operat	e "Council of Co- e the Regime purs	Owners" as suant to the
and loss	es of th	(i) e Regime.	To make and co	llect assessments	against members	s as co-owner	rs to defray the cost	s, expenses
		(ii)	To use the proce	eeds of assessme	nts in the exercis	e of its powe	ers and duties.	
		(iii)	To maintain, rep	oair, replace, imp	prove and operate	the property	of the Regime.	
elements	s, and ir	(iv) surance for	To purchase inst	surance upon the of the Association	Regime propert n and the co-own	y including ers.	all apartments and	d common
		(v)	To reconstruct in	mprovements aft	er casualty.		;	
		(vi)	Γo make and am	iend reasonable i	egulations respec	cting the use	of the Regime pro	perty.
	· ·	(vii)	To enforce by le	gal means the pr	rovisions of the A	Act, the Mast	er Deed and the r	egulations

corporation shall be distributed to: _______.

promulgated thereunder for the use of the Regime property, including, but not limited to, issuing fines for violation of same.

- (viii) To contract for the management of the Regime and to delegate to such manager all powers and duties of the Association except such as are specifically required by the Master deed to have approval of the Board of Directors of the Association or of the co-owners.
- (ix) To employ personnel to perform the services required for proper operation of the Regime and to terminate such employment.
- (x) To foreclose any lien for unpaid assessments in like manner as any mortgagee of real property, as provided in the Master Deed of the Regime and the By-Laws of this Association.
- B. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Act and the Master Deed.
- C. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Act, the Master Deed, and the By-Laws.
- D. The Association will not take steps which will serve to facilitate the transaction of specific business by its members or promote the private interest of any member, or engage in any activity which would constitute a regular business of a kind ordinarily carried on for profit, and no part of the net earnings of the Association shall inure to the benefit of any private individual. In the event of the liquidation or dissolution of the Association, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the Association, shall be used or distributed exclusively for such purposes as those set forth in the Code of Laws of South Carolina for nonprofit corporations.
- E. The Association holds, or desires to hold, property in common for social or fraternal purposes and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, or for the insurance of life, health, accident or property.

ARTICLE II -- MEMBERS

The qualification of members, the manner of their admission and voting by members shall be as follows:

- A. The co-owner of each of the apartments shall be a member of the Association, and no other persons or entities shall be entitled to membership. The Association shall have only so many memberships as there are apartments in the Regime, with each member having a vote equal to the percentage of his right to share in the common elements of the Regime set forth in Exhibit "D" to the Master Deed and in accordance with the Act. Voting rights will be exercised in the manner provided by the By-Laws of the Association.
- B. Change of membership in the Association shall be established by the recording in the Office of the Register of Deeds of Horry County, South Carolina, of a deed or other instruments establishing a change of record title to an Apartment in the Regime and the delivery to the Association of a certified copy of such instrument, the new co-owner designated by such instrument thereby becoming a member of the Association. The membership of the prior co-owner shall be thereby terminated.

ARTICLE III - INDEMNIFICATION

Every director, officer, employee or agent of the Association shall be indemnified by the Association to the

fullest extent permitted by law, for NonProfit Corporations, against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Association, seeking to hold him liable by reason of the fact that he is of was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may have become liable in any such action, suit, or proceeding; and whether or not he continues to be such director, officer, or agent at the time of incurring or imposition of such costs, expenses or liabilities.

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this Charter including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him.

Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of this Charter.

The Board of Directors of the Association shall have the power to purchase and maintain insurance on behalf of any such person who has or is such a director, officer, employee or agent against any liability asserted against him in any such capacity, arising out of his status as such.

- 9. The name and address (with zip code) of each incorporator is as follows (only one is required): W. Russell Drake, 1813 Hampton Street, Columbia, SC 29201.
- 10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

	Signature of director
(only if named in articles)	-

11. Each incorporator must sign the articles.

Signature of incorporator - W. Russell Drake

FILING INSTRUCTIONS

- 1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
- 2. If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare using a computer disk which will allow for expansion of space on the form.
- 3. This form must be accompanied by the filing fee of \$25.00 payable to the Secretary of State.

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:

SOUTHSHORE VILLAS CONDOMINIUM ASSOCIATION, a nonprofit corporation duly organized under the laws of the State of South Carolina on February 9th, 2005, 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 Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, 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, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of the State of South Carolina this 9th day of February, 2005.

Mark Hammond, Secretary of State

EXHIBIT "G"

By-Laws of the Association

BY-LAWS

OF

SOUTHSHORE VILLAS CONDOMINIUM ASSOCIATION

1. IDENTITY

These are the By-Laws of SouthShore Villas Condominium Association, a non-profit corporation existing under the laws of the State of South Carolina (hereinafter called "the Association"), which has been organized for the purpose of administering SouthShore Villas Horizontal Property Regime, a horizontal property regime established pursuant to <u>S.C. Code Ann.</u> §27-31-10 et seq. (1976) (hereinafter called "the Regime"). The Regime is identified by the name Crescent Shores and is located upon the real property in Horry County, South Carolina, described on Exhibit "A" attached hereto and made a part hereof by reference.

- (a) The provisions of these By-Laws are applicable to the Regime, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation and which may be contained in the formal Master Deed which will be recorded in the public records of Horry County, South Carolina, at the time said property and the improvements now or thereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles and Master Deed to be controlling whenever the same may be in conflict herewith.
- (b) All present or future co-owners, tenants, future tenants, or their employees, or any other person that might use the Regime or any of the facilities thereof in any manner are subject to the regulations set forth in these By-Laws and in said Charter and Master Deed.
- (c) The office of the Association shall be 1813 Hampton Street, Columbia, South Carolina, or such other place as the Board of Directors of the Association may designate from time to time;
 - (d) The fiscal year of the Association shall be the calendar year;
- (e) The seal of the Association shall bear the name of the Association and the words "South Carolina."

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

(a) The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in the Articles of Incorporation of the Association, the provisions of which Articles are incorporated herein by reference.

- (b) The quorum at members' meetings shall consist of persons entitled to cast a majority (51% of the value of the property) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining quorum.
- (c) The vote of the co-owners of an Apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the co-owners of the Apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such co-owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.
- (d) Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of the meeting for which their use is sought.
- (e) Approval or disapproval of an Apartment co-owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who casts the vote of such co-owner in an Association meeting.
- (f) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Master Deed, or where the same may otherwise be required by law, the affirmative vote of the co-owners of a majority of the Apartments represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- (a) The annual members' meeting shall be held at the office of the Association or such other place as may be designated by the Board of Directors, at 12:00 noon, Eastern Daylight Time, on the third Saturday in August, of each year, or at such other date and time as set by the Board of Directors after proper notice for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday. The first annual meeting shall be held in 2005.
- (b) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from the members of the Association owning a majority of the

Apartments.

- (c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President, or Secretary of the Association, or other officers of the Association in the absence of said officers, to each member, unless waived, in writing. Such notice is to be written or printed and shall include a description of any matter as required by §33-31-705, of the Code of Laws of South Carolina (1976), as amended, and shall state the time and place of the member's meeting and shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. Notice shall be mailed first class or registered mail or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed properly given five (5) days after being deposited in the United States Mail, addressed to the member at his post office address as it appears in the records of the Association, the postage thereon prepaid or where otherwise provided by Section 33-31-141 of the Code of Laws of South Carolina (1976), as amended from time to time. Proof of such mailing shall be given by Affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not been attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws, or the Master Deed, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time until a quorum, or the required percentage of attendance greater than a quorum, is present.
- (d) At meetings of membership, the President shall preside or, in the absence of him, the membership present shall select a chairman.
- (e) The order of business at annual members' meeting, and, as far as practical, at any other members' meeting, shall be:
 - i) Calling of the roll and certifying proxies;
 - ii) Proof of notice of meeting or waiver of notice;
 - iii) Reading of Minutes;
 - iv) Reports of officers, president and chief financial officer;

- v) Reports of committees;
- vi) Appointment by chairman of inspectors of election;
- vii) Election of directors;
- viii) Unfinished business;
- ix) New business; and
- x) Adjournment.

4. BOARD OF DIRECTORS

(a) The initial Board of Directors of the Association (hereinafter sometimes referred to as the "Board") shall be comprised of three (3) directors until the first members' meeting, at which time five (5) directors will be elected. Thereafter, the Board shall consist of five (5) directors. Subject to the remainder of this paragraph, the Grantor may appoint and remove members of the Board for a period not exceeding five (5) years from the date of the first conveyance of an Apartment to a person other than the Grantor. The period of Grantor control terminates no later than sixty (60) days after conveyance of seventy-five percent (75%) of the Apartments in the entire Regime to Apartment owners other than the Grantor. The Grantor may voluntarily surrender the right to appoint and remove members of the Board before termination of that time period.

Whenever Grantor shall be entitled to designate and select any person or persons to serve on any Board of Directors of Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association and Grantor shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any director or directors so removed for the remainder of the unexpired term of any director or directors so removed. Any director designated and selected by Grantor need not be a resident in the Regime. Anything to the contrary notwithstanding, the power in the Grantor to designate directors shall terminate five years from the date of the Master Deed.

Any representative of Grantor serving on the Board shall not be required to disqualify himself upon any vote upon any management contract or other matter between Grantor and Association where the said Grantor may have a pecuniary or other interest. Similarly, Grantor as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter

between Grantor and Association where Grantor may have a pecuniary or other interest. This provision does not limit or restrict the requirement of Section 33-31-831, Code of Laws of South Carolina (1976), as amended.

An individual Co-owner other than Grantor engaged by the Regime in a commercial operation or otherwise earning monies from servicing the premises, i.e. rental company, contractor, hardware store, painter, or property manager may not serve on the Board as long as the individual is engaged in a business performing a service in connection with the Regime.

- (b) Election of directors shall be conducted in the following manner:
- i) Grantor, as Sponsor of the Regime, shall, at the beginning of the election of the Board designate and select that number of the members of the Board which it should be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by Grantor by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Grantor shall be deemed and considered for all purposes directors of the Association, and shall thenceforth perform the duties of such directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws;
- ii) All members of the Board whom Grantor shall not be entitled to designate and select under the terms and provisions of these By-Laws shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association immediately following the designation and selection of the members of the Board whom Grantor shall be entitled to designate and select;
- iii) Vacancies in the Board may be filled until the date of the next annual meeting by the remaining directors, except that should any vacancy in the Board be created in any directorship previously filled by a person designated and selected by Grantor, such vacancy shall be filled by Grantor designating and selecting, by written instrument delivered to any officer of the Association, the successor director to fill the vacated directorship for the unexpired term thereof;
- iv) At the first annual meeting of the members held after the property identified herein has been submitted to the plan of condominium ownership, the Master Deed has been recorded in the public records of Horry County, South Carolina, the term of office of the three (3) directors receiving the highest plurality of votes shall be established as two (2) years, and the terms of office of the other two (2) directors shall be established as one (l) year. Thereafter, as

many directors of the Association shall be elected at the annual meeting as there are regular terms of office of directors expiring at such time, and the term of the directors so elected at the annual meeting of the members each year shall be for two (2) years expiring at the second annual meeting following their election, and thereafter until their successors are duly elected and qualified or until removed in the manner elsewhere provided or as may be provided by law for the removal of directors of South Carolina Nonprofit Corporation Act. If, at the time of the first annual meeting, Grantor still has the right to appoint directors, then Grantor shall have the right to designate and select two (2) directors whose term of office shall be established at two (2) years, and one (l) director whose term of office shall be established at one year;

- v) In the election of directors, there shall be appurtenant to each Apartment as many votes for directors as there are directors to be elected, provided, however, that no member or co-owner of any Apartment may cast more than one vote for any person nominated as director, it being the intent hereof that voting for directors shall be non-cumulative;
- vi) In the event that Grantor, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board, the said Grantor shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board. Replacement of any person or persons designated by Grantor to serve on any Board shall be made by written instrument delivered to the President or Secretary of the Association or to the presiding officer of the Board, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person or persons so removed from said Board. The removal of any director and designation of his successor shall be effective immediately upon delivery of such written instrument by Grantor to such officer of the Association and the director;
- (c) The organizational meeting of newly elected Board shall be held within ten (10) days of its election, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present:
- (d) Regular meetings of the Board may be held without notice at such time and place as shall be determined from time to time by a majority of the directors;
- (e) Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board or upon written petition signed by the Co-owners of one-third (1/3) of the Apartments. Not less than two (2)

days notice of a meeting shall be given to each director personally, or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the meeting;

- (f) Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice;
- (g) A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws, or the Master Deed. If any director's meeting cannot be organized because a quorum has not attended or because the greater percentage of the directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws, or the Master Deed, the directors who are present may adjourn the meeting, from time to time, until a quorum, or the required percentage of attendance greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum;
- (h) The presiding officer of directors' meetings shall be the President. In the absence of the President, the directors present shall designate one of their number to preside;
 - (i) Directors' fees, if any, shall be determined by the members of the Association;
- (j) The Board shall manage and direct the affairs of the Association and subject to any restrictions imposed by law, by the Master Deed, or these By-Laws, may exercise all of the powers of the Association subject only to approval by the members when such is specifically required of these By-Laws. The Board shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Master Deed, or these By-Laws, as it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:
 - i) To make, levy, and collect assessments against members and members' Apartments to defray the cost of the common areas and facilities of the Regime, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association:
 - ii) To carry out the maintenance, care, upkeep, repair, replacements, operation,

surveillance, and the management of the general and limited elements, services, and facilities of the Regime wherever the same is required to be done and accomplished by the Association for the benefit of its members:

- iii) To carry out the reconstruction of improvements after casualty and the further improvement of the property, real and personal;
- iv) To make and amend regulations, after Notice and Consent, governing the use of the property, real and personal, in the Regime and to establish fines for the violation of same, so long as such regulations or amendments thereto and fines do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Master Deed;
- v) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Apartments in the Regime, as may be necessary or convenient in the operation and management of the Regime, and in accomplishing the purposes set forth in the Master Deed; provided, however, that any agreement for professional management of the Regime, or any other contract providing for services of the Grantor, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice; provided, further, that any contract entered into prior to passage of control of the Association from the Grantor may be terminated by the Association without cause and without penalty at any time after the transfer of control upon not more than ninety (90) days notice to the other party thereto unless ratified by a majority of the Board after passage of control;
- vi) By competitive bidding, to contract for the management of the common areas and facilities in the Regime and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Master Deed to have approval of the Board or membership of the Association;
- vii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Master Deed, and the regulations and fines hereinafter promulgated governing use of the property in the Regime;
- viii) To pay all taxes and assessments which are liens against any property of the Regime, other than Apartments and the appurtenances thereto, and to assess the same against the members and their respective Apartments subject to such liens;

- ix) To carry insurance for the protection of the members and the Association against casualty and liability;
- x) To pay all costs of power, water, sewer, and other utility services rendered to the condominium and not billed to the owners of the separate Apartments; and
- xi) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, as well as to dismiss said personnel; and
- xii) To assign, reassign, or designate parking spaces for exclusive use to such Co-Owners as it shall decide and to revoke such assignment or designation from time to time.
- (k) The first Board shall be comprised of three (3) persons designated to act and serve as directors in the Articles of Incorporation. Said persons shall serve until their successors are elected or appointed at the first meeting of the members of the Association called after the property identified herein has been submitted to the plan of condominium ownership and the Master Deed has been recorded in the public records of Horry County, South Carolina. Should any member of said first Board be unable to serve for any reason, a majority of the remaining members of the Board shall have the right to select and designate a party to act and serve as a director for the unexpired term of said director who is unable to serve;
- (l) The undertakings and contracts authorized by said first Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board duly elected by the membership after the property identified herein has been submitted to the plan of condominium ownership and said Master Deed has been recorded in the Horry County public records, so long as any undertakings and contracts are within the scope of powers and duties which may be exercised by the Board in accordance with all applicable Regime Documents;
- (m) Directors may be removed from office in the manner provided by law for the removal of directors of South Carolina nonprofit corporations.

6. <u>ADDITIONAL PROVISIONS ABOUT MEETINGS OF MEMBERS AND DIRECTORS</u>

- (a) Notwithstanding anything contained in these By-Laws to the contrary, any meeting of members or Board may be held at any place within or without the State of South Carolina or by telephone conference.
 - (b) To the extent now or from time to time hereafter permitted by the laws of South

Carolina, the Board may take any action which they might take at a meeting of directors without a meeting. One or more written consents of any such action so taken, signed by each director, is to be retained in the Association's minute book and given equal dignity by all persons to the minutes of meetings duly called and held.

(c) Any action of the members may be taken by written ballot in accordance with §33-31-704, Code of Laws of South Carolina (1976), as amended, or by written consent in accordance with §33-31-704 of said Code.

7. OFFICERS

- (a) The executive officers of the Association shall be a President, who shall be a director, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. No person may hold more than two (2) offices. The Board, shall from time to time, elect such other officers or committees and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
- (b) The President shall be the principal executive officer of the Corporation and subject to the control of the Board. He or she shall, in general, supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the shareholders and of the Board. He or she may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board.
- (c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.
- (d) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, perform all other duties incident to the office of

Secretary of any association, and as may be required by the directors or President.

- (e) The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls, the accounts of members, and the books of the Association in accordance with good accounting practices. He shall perform all other duties incident to the office of Treasurer.
- (f) The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing the Grantor as an employee of the Association, nor preclude the contracting with the Grantor for management of the Regime. Officers need not be apartment owners.

8. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Master Deed and Articles of Incorporation shall be supplemented by the following provisions:

- (a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Apartment. Such an account shall designate the name and address of the Co-owner or Co-owners, the amount of each assessment against the amounts paid upon the account and, the balance due upon assessments;
- (b) The initial Board shall adopt a budget for the period commencing upon submission of the property to Horizontal Property Regime, continuing through the end of the following calendar year, and shall establish assessments for that period;
- (c) The Board shall adopt a budget for each calendar year, which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:
- i) Common expense budget, which shall include without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of General Common Elements, landscaping, street and walkways, office expenses, swimming pool, utility services, casualty insurance, liability insurance, administration, and reserves (operating and replacement); and
- ii) Proposed assessments against each member. Copies of the budget and proposed assessments shall be given to each member at each annual meeting. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each concerned member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall

delivery of a copy of such budget of amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board, at any time, in their sole discretion to levy an additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

- (d) The Board shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof. The assessments will initially be on a monthly-in-advance basis unless changed by a vote of the majority of the Board;
- (e) The depository of the Association shall be such bank, savings and loan, or other Federally Insured depositories as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.
- (f) The Board shall require fidelity bonds from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual estimated operating expense and revenues. The premiums on such bonds shall be paid by the Association as a common expense.

9. PARLIAMENTARY RULES

<u>Roberts Rules of Order</u> (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the statutes of the State of South Carolina.

10. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

The Board, as and for the co-owners, is given the authority to administer the operation and management of the Regime, it being recognized that the delegation of such duties to one entity is in the best interests of the co-owners of all Apartments. To properly administer the operation and management of the project, the Association will incur, for the mutual benefit of all of the co-owners of Apartments, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense." To provide the funds necessary for such proper operation and management, the said Board is hereby granted the right to make, levy, and collect assessments against the co-owners of all Apartments and said Apartments. In furtherance of said grant of authority to the Board to

make, levy, and collect assessments to pay the costs and expenses for the operation and management of the Regime, the following provisions shall be operative and binding upon the co-owners of all Apartments, to wit:

- (a) All assessments levied against the co-owners of Apartments and said Apartments shall be uniform and, unless specifically otherwise provided for in these By-Laws, the assessments made by the Board shall be in such proportion that the amount of assessment levied against each co-owner of an Apartment and his Apartment shall bear the same ratio to the total assessment made against all co-owners of Apartments and their Apartments as does the undivided interest in General Common Elements appurtenant to each Apartment bear to the total undivided interest in the Regime;
- (b) The Board, in establishing said annual budget for operation, management, and maintenance of the project shall include therein a sum to be collected and maintained as reserve fund for replacement of General Common Elements, which reserve fund shall be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the General Common Elements as well as the replacement of personal property which may constitute a portion of the General Common Elements held for the joint use and benefit of all the co-owners of all Apartments. The amount to be allocated to such reserve fund for replacements shall be established by said Board so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacements of said General Common Elements. The amount collected and allocated to the reserve fund for replacements from time to time shall be maintained in a separate account by the Association, although nothing herein contained shall prohibit the Association from applying any monies in such reserve fund for replacements to meet other needs or requirements of the Association in operating or managing the project in the event of emergencies or in the event the sums collected from the co-owners of Apartments are insufficient to meet the then fiscal financial requirements of the Association, but it shall not be a requirement that these monies be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board in the sole discretion of said Board;
- (c) Additionally, a working capital fund must be established for the initial months of the project operation equal to at least a two months' estimated common area charge for each Apartment. Each Apartment's share of the working capital fund must be collected and transferred to the Association at the time of the initial closing of the sale of each Apartment estate and maintained for the use and benefit of the Association. The contribution to the working capital

fund for each unsold Apartment shall be paid to the Association within sixty (60) days after the date of the conveyance of the first Apartment in the project. The purpose of the fund is to ensure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments. The Grantor shall not use the working capital funds to pay any of its expenses, reserve contributions, construction costs, or to make up any budget deficits while it is in control of the Association. However, when unsold Apartments are sold, the Grantor may reimburse itself for funds it paid the Association for an unsold Apartment's share of the working capital fund by using funds collected at Closing when the Apartment is sold;

- (d) The Board, in establishing said annual budget for operation, management, and maintenance of the project, shall include therein a sum to be collected as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies existing from time to time as a result of delinquent payment of assessments by co-owners of Apartments, emergencies, or other reasons placing financial stress upon the Association;
- (e) All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any expense of operating and managing the Regime or to the proper undertaking of all acts and duties imposed upon it by virtue of these By-Laws and the Articles of Incorporation and Master Deed of the said Association. As the monies for any assessment are paid unto the Association by any co-owner of an Apartment the same may be commingled with the monies paid to the Association by the other Co-owners of Apartments. All funds and other assets of the Association, and any increments thereto or profits derived therefrom or from the leasing or use of General Common Elements, shall be held for the benefit of the members of the Association, who shall own any common surplus in the proportions of their percentage of undivided interest in the Regime. No member of the Association shall have the right to assign, hypothecate, pledge, or in any manner transfer this interest therein, except as an appurtenance to his Apartment;
- (f) The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due dates for such payment. When in default, the Board may accelerate the remaining installments of the annual assessment upon notice thereof to the Apartment co-owner,

whereupon the entire unpaid balance of the annual assessment shall become due upon the date stated in the notice which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment, or accelerated assessments are not paid within twenty (20) days after their due date, the Association, through its Board, may proceed to enforce and collect the said assessments against the Apartment co-owner owing the same in any manner provided for by the Act, including the right of foreclosure and sale. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the highest rate allowed by law until such delinquent assessment or installment thereof and all interest due thereon has been paid to the Association. If any assessment or installment thereof is not paid when due, the Board may assess such late fees and interest as it deems appropriate from time to time;

- (g) The co-owner or co-owners of each Apartment shall be personally liable to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are co-owner or co-owners of an Apartment in the Regime. In the event that any co-owner or co-owners are in default in payment of any assessment or installment thereof owed to the Association, such co-owner or co-owners of any Apartment shall be personally liable for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit is brought or not.
- (h) No co-owner may exempt himself from liability for any assessment levied against such co-owner and his Apartment by waiver of the use or enjoyment of any of the General Common Elements, by abandonment, or in any other manner.
- (i) Recognizing that the necessity for providing proper operation and management of the project entails the continuing payment of costs and expenses therefor which results in benefit to all of the co-owners of Apartments and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the co-owner of each Apartment, the Association is hereby granted a lien upon such Apartment and its appurtenant undivided interest in General Common Elements, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the co-owner of each Apartment, such lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association and all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in

enforcing this lien upon said Apartment and its appurtenant undivided interest in the General Common Elements. The lien granted to the Association may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina. In any suit for the foreclosure of said lien, the Association shall be entitled to rental from the co-owner of any Apartment from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver for said Apartment. The rental required to be paid shall be equal to the rental charged on comparable type of Apartments in North Myrtle Beach, South Carolina. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. The Association shall further be entitled to interest at the highest rate allowed by law on any such advance made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any Apartment, are hereby placed on notice of the lien granted to Association and shall acquire such interest in any Apartment expressly subject to such lien. The lien shall be subordinate to all mortgages or other liens duly recorded prior to the filing of the lien encumbering the Apartment;

- (j) The lien herein granted unto Association shall be effective from and after the time of recording in the public records of Horry County, South Carolina, a claim of lien stating the description of the Apartment encumbered thereby, the name of the record co-owner, the amount, and the date when due. The lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney fees, advances to pay taxes and prior encumbrances, and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record;
- (k) In the event that any person, firm, or corporation shall acquire title to any Apartment and its appurtenant undivided interest in General Common Elements by virtue of any foreclosure, judicial sale, or deed in lieu of foreclosure, such person, firm, or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Apartment and its appurtenant undivided interest in General Common Elements subsequent to the date of acquisition of such title and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquires such title. In the event of the acquisition of title to an Apartment by foreclosure, judicial sale, or deed

in lieu of foreclosure, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all co-owners of all Apartments as part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure;

- (1) Whenever any Apartment may be sold or mortgaged by the co-owner thereof, which sale shall be concluded only upon compliance with other provisions of these By-Laws, Association, upon written request of the co-owner of such Apartment, shall furnish a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Apartment to the proposed purchaser or mortgagee. Such statement shall be executed by an officer of the Association and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, as Association shall be bound by such statement. Any holder of any mortgage on any Apartment shall have the right at all reasonable times and frequency to inquire as to the past due status of any assessment payments. The Association shall, upon request, promptly notify any such mortgagee when any assessment payment becomes more than sixty (60) days past due or when any default in the performance of any obligation required by the Master Deed or these By-Laws as to such Apartment is not cured within sixty (60) days;
- (m) In the event that an Apartment is to be sold or mortgaged at the time when payment of any assessment against the co-owner of said Apartment is due to the Association, such Apartment shall be in default, whether or not a claim of lien has been recorded by the Association. Then the proceeds of such purchase or mortgage shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before the payment of any proceeds of purchase or mortgage proceeds to the co-owner of any Apartment who is responsible for payment of such delinquent assessment;
- (n) Institution of a suit at law to attempt to effect the collection of payment of delinquent assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owing it; and
 - (o) Assessments begin to accrue once the Master Deed for the Regime is recorded at the

Horry County ROD Office.

11. MANAGER

- (a) <u>Employment.</u> The Board may employ a professional Manager to assist in or take charge of the administration of the Council and the Property. The Board shall solicit competitive bids for such management.
- (b) <u>Authority and Duties</u>. The Manager shall have such authority and duties as may be determined by the Board and shall report to the Board or to the President, as the Board may determine.
- (c) <u>Compensation.</u> The Manager shall receive such compensation as the Board may determine.

12. DEFINITIONS

The definitions contained in § 27-31-20 S. C. Code Ann. (1976), are hereby incorporated herein and made a part hereof by reference. The words "Villa" and "Unit" shall have the same meaning as "Apartment".

13. CONFLICTS

In the event of any conflict between the provisions of the Master Deed and the provisions of these By-Laws, the provisions of the Master Deed shall control.

14. SEVERABILITY

The provisions of these By-Laws are severable, and the invalidity of one or more provisions thereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder hereof.

15. CAPTIONS

The captions herein are inserted only as a matter of convenience and or reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision hereof.

16. GENDER AND NUMBER

All pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, as well as and the singular and the plural whenever the context requires or permits.

17. AMENDMENT TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board acting upon vote of the majority of the directors, or by members of the Association owning a majority of the total value of the property in the Regime, whether meeting as members or by instrument in writing signed

by them;

- (b) Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as set forth herein;
- (c) In order for amendment or amendments to become effective, the same must be approved by an affirmative vote of the members owning a majority of the total value of the property in the Regime. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the Secretary of the Association, and a copy thereof recorded in the public records of Horry County, South Carolina, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the directors and members;
- (d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting; and
- (e) Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws which shall abridge, amend or alter the right of The Grantor to designate and select members of the Board, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of the Grantor. No amendment shall be effective until all the requirements of the Master Deed have been met.

The foregoing is the original set of By-Laws adopted this 8th day of March, 2005.

SouthShore Villas, Condominium Association

By: Richard M. Unger, its Authorized Signatory (see attached authorization signed by W. Russell Drake, Secretary of the SouthShore Villas Condominium Association)

Madel

934858-1

RESOLUTIONS OF THE SECRETARY OF SOUTHSHORE VILLAS CONDOMINIUM ASSOCIATION

The undersigned, being the Secretary of SouthShore Villas Condominium Association (the "Corporation"), does hereby adopt the following resolutions, this action to be in lieu of holding a special meeting for such purpose.

approve Richard M. Unger to sign, seal and deliver the By-Laws on behalf of SouthShore Villas Condominium Association.
There being no further business the meeting was duly adjourned.
Adopted this day of March, 2005.
SOUTHSHORE VILLAS CONDOMINIUM ASSOCIATION By: W. Russell Drake, Secretary

RESOLVED, that the Secretary of the Corporation does hereby authorize, ratify and