

PORTIONS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION PURSUANT TO
THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, § 15-48-10, S.C. CODE OF
LAWS OF 1976 AS AMENDED.

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR THE RETREAT AT BAREFOOT VILLAGE and
MASTER DEED FOR RETREAT BUNGALOWS AT
BAREFOOT VILLAGE HORIZONTAL PROPERTY
REGIME**

November , 2013

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RETREAT AT BAREFOOT VILLAGE and
MASTER DEED FOR RETREAT BUNGALOWS AT BAREFOOT VILLAGE
HORIZONTAL PROPERTY REGIME**

THIS DECLARATION AND MASTER DEED is made this 15 day of November, 2013, by **BV RETREAT DEVELOPMENT CO., INC.**, a South Carolina corporation (hereinafter referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown as **ALL** that certain piece, parcel or tract of land situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as **1,213,450 +/- SQ. FT., 27.86 +/- ACRES (INCLUSIVE OF WETLAND BUFFERS)**, on a plat entitled “**MAP OF LOTS 2B & LOT 2A-1 – BAREFOOT RESORT, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, FINAL SUBDIVISION & RECOMBINATION PLAT**” prepared for BB&T by DDC Engineers, dated October 11, 2012 and recorded December 20, 2012 in Plat Book 256 at Page 187 (the “Plat”), public records of Horry County, South Carolina ; having the boundaries and measurements as set forth on said Plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description, which property is more particularly described in Article I below; and

WHEREAS, Declarant desire to create thereon an exclusive residential community of single family detached residential lots, single family attached residential lots and condominium units to be named Retreat Bungalows at Barefoot Village Horizontal Property Regime respectively; and

WHEREAS, Declarant anticipates that the single family detached residential lots may be developed in more than one neighborhood; and

WHEREAS, Declarant anticipated that the single family attached residential lots may be developed in more than one neighborhood; and

WHEREAS, Declarant desires to submit a portion of the real properties to the provisions of the South Carolina Horizontal Property Act, S.C. Code. Ann. § 27-31-10 et seq., as amended (“Act”), pursuant to the terms and provisions of this Declaration and Master Deed, to be known as Retreat Bungalows at Barefoot Village Horizontal Property Regime. The Master Deed portions of this Declaration and Master Deed shall only be applied to the real properties subject to the Act; and

WHEREAS, Declarant desires to ensure the attractiveness of the community, to prevent any further impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all property within the community and to provide for the maintenance and upkeep of all residential units and their respective grounds, as provided herein, the Common Areas and Common Elements as hereinafter defined; and to this end, desires to subject the real properties described hereinbelow in Article I, Section One, to the coverage of the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said properties described below, and each owner thereof; and

WHEREAS, Declarant has incorporated or will incorporate under South Carolina law, **BAREFOOT RETREAT HOMEOWNERS ASSOCIATION, INC.**, as a non-profit corporation for the purpose of exercising and performing the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Article I, Section One and Section Two below, and such additions thereto as may be hereafter made pursuant to Article I, Section Three hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the values and desirability of, and which shall run with, the real properties and be binding upon all parties having any right, title or interest in the described properties or any party thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROPERTIES SUBJECT TO THIS DECLARATION

Section One: Properties. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, but not the Act, and within the jurisdiction of the Association is located in the City of North Myrtle Beach, Horry County, South Carolina, and is described as follows:

All that certain piece, parcel or tract of land lying and being in the City of North Myrtle Beach, Horry County, South Carolina, and being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

Section Two: Master Deed Properties. The property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and the Master Deed provisions and subject to the Act as horizontal property, and within the jurisdiction of the Association, is located in the City of North Myrtle Beach, Horry County, South Carolina and is described as follows:

All that certain piece, parcel or tract of land lying and being in the City of North Myrtle Beach, Horry County, South Carolina, and being more particularly described in Exhibit "B", which is attached hereto and incorporated herein by reference.

Section Three: Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the Master Deed provisions in the following manner:

- (a) Additional land described in Exhibit "C" which is attached hereto and incorporated herein by reference may be annexed to the existing property under Section One or Section Two by Declarant, in future stages of development, without the consent of any other Lot or Unit Owner(s) or any mortgagee, provided that said annexations must occur within Ten (10) years after the date of this instrument.
- (b) The additions authorized under Article I, Section Three shall be made by filing or record a Supplement to Declaration of Covenants, Conditions and Restrictions and Master Deed with respect to the additional properties, which shall extend the scheme of this Declaration and Master Deed provisions to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein, or in the alternative, create an additional master deed for any portion of the additional properties.
- (c) The Declarant reserves the right to add additional covenants and easements with respect to the land owned by the Declarant described herein in Exhibit "C". Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting property to this Declaration and Master Deed or in a separate Supplemental Declaration or a separate Supplemental Master Deed. Any such Supplemental Declaration or Supplemental Master Deed may supplement, create exceptions to, or otherwise modify the terms of this Declaration and Master Deed as it applies to the subject property in order to reflect the different character and intended use of such property.

ARTICLE II **DEFINITIONS**

Section One. "Additional Association" a condominium association or other owners' association, if any, having jurisdiction over any portion of the Properties concurrent with (but subject to) the jurisdiction of the Association. Nothing in the Declaration shall require the creation of an Additional Association for any portion of the Properties.

Section Two. "Amenity or Amenities" shall mean and refer to recreational or leisure elements located on any portion of the Property, including, but not limited to clubhouses, pools, park areas or other areas which are reserved, improved and made available to some or all of the Owners of Lots or Units (or any portion thereof) under this Declaration and Master Deed.

Section Three. "Association" shall mean and refer to **BAREFOOT RETREAT HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns and a copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "D" & "E" respectively and incorporated herein by reference.

Section Four. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section Five. “Builder” shall mean a professional builder who is the Owner of a Lot or Unit, and has begun, or will begin the construction of improvements thereon or therein, for the purpose of selling a completed residential dwelling to a third party purchaser.

Section Six. “Building” shall mean a residential structure constructed or to be constructed on a Lot or within a Unit; provided it is specifically understood that a Building shall be treated as the personal property of, or a betterment to the Lot or Unit, by an Owner, and for purposes of the Horizontal Property Regime Act, Sections 27-31-10 et seq. of the South Carolina Codes of Laws (1976), a Building shall not constitute a portion of the Property.

Section Seven. “Common Area” shall mean all real property owned by the Association and all other improvements for the common use, benefit and enjoyment of the Owners. Common Areas, with respect to the property subject to this Declaration, shall be shown on the various plats of **any single family detached or single family attached neighborhoods created by Declarant**, recorded or to be recorded in the Horry County Public Registry and designated thereon as “Common Areas”, but shall exclude all Lots as herein defined, all Units as herein defined, Common Elements as herein defined, and all publicly dedicated streets, if any. “Common Area” shall include all private roads and drives shown on said plats as now recorded and as shall be hereinafter recorded in the Horry County Public Registry covered under Article I, Section One. It is the intent of the Declarant to develop a planned development residential community, including a horizontal property regime.

Section Eight. “Common Elements” shall mean the area and property subject to the Master Deed provisions of this Declaration and Master Deed, but not included within the boundaries of a Unit as more particularly set forth herein, which shall be owned as provided in the Act but shall be subject to an easement for use and enjoyment of all Owners as herein defined.

Section Nine. “Declarant” shall mean and refer to **BV RETREAT DEVELOPMENT CO., INC.**, a South Carolina corporation, its successors and assigns, if such successors or assigns should acquire all of the Declarant’s interest in the Properties.

Section Ten. “General Common Elements” shall mean all portions of the Common Elements which are not assigned as Limited Common Elements.

Section Eleven. “Horry County Public Registry” shall mean and refer to the Office of the Register of Deeds for Horry County, South Carolina.

Section Twelve. “Limited Common Elements” shall mean a portion of the Common Elements reserved for the exclusive use of one or more, but less than all, Units, as more particularly set forth in this Master Deed, and further, not subject to an easement for use and enjoyment by any Lot Owners.

Section Thirteen. “Lot” shall mean and refer to any plot of land shown upon an approved site plan or any recorded subdivision map of the Properties covered under Article I, Section One, or additional thereto, with the exception of the Common Area, and shall include all improvements thereon.

Section Fourteen. “Master Association” shall mean and refer to the Barefoot Resort Nonresidential Owners Association, Inc. created by the Master Declaration.

Section Fifteen. “Master Declaration” shall have the meaning set forth in Article III Section Six.

Section Sixteen. “Master Deed” shall mean the provisions of this Declaration and Master Deed establishing the Retreat Bungalows at Barefoot Village Horizontal Property Regime over the real estate set forth in Exhibit “B”, and additions thereto.

Section Seventeen. “Member” shall mean and refer to an Owner who holds membership in the Association pursuant to this Declaration.

Section Eighteen. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee or fee interest in any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having any interest merely as security for the performance of an obligation.

Section Nineteen. “Properties” shall mean and refer to that certain real property hereinbefore described in Article I, Section One and Section Two and such additions thereto from the property described in Article I, Section Three, as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration and Master Deed.

Section Twenty. “Transition Period” shall mean the period beginning at the end of the Class C Control Period and ending on the election by the Members of an independent Board of Directors having control of and authority over the Association and following the termination of the authority of the Declarant to appoint the Directors of the Association.

Section Twenty One. “Unit” shall mean that portion of the Properties intended for individual ownership and use as described herein under the Master Deed and shall include a percentage interest in the undivided ownership of the Common Elements. See Exhibit “H”, attached hereto for a description of the Units.

ARTICLE III **PROPERTY RIGHTS**

Section One. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Elements, which shall be appurtenant to and shall pass with the title to every Lot and Unit, subject to the following provisions:

- (a) Any rights of assessment under the Master Declaration and other fees for the use of any facilities situated upon property owned by the Master Association;
- (b) The right of the Association to charge a reasonable admission and other fees for the use of the Common Area and Common Elements, any recreational facility situated thereon and any recreational facility situated on any Common Area or Common Elements in any

future phase or addition to this Declaration and Master Deed to which such Lot or Unit is provided access for use and enjoyment;

- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members;

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded;

- (d) The right of individual owners to the exclusive use of driveways and parking spaces as provided in this Article;
- (e) The right of the Association to limit the number of guests of Members;
- (f) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area facilities and in aid thereof to mortgage said properties, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners and respective mortgagees hereunder;
- (g) The right of the Association to adopt, publish, and enforce reasonable rules and regulations as provided in Article IX;
- (h) The right of the Association to enter any Lot, Unit, Common Area and Common Element in order to perform and maintenance, alteration, or repair required herein to be performed by the Association, and the Owner of such Lot or Unit shall permit the Association or its representative to enter for such purpose at reasonable times and with reasonable advance notice;
- (i) The right of the Association or its representative to enter any Lot or Unit in the case of any emergency threatening such Lot or Unit or any other Lot or Unit for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate;
- (j) The rights of Unit Owners in the Common Elements and Amenities, if any, within the portion of the Property subjected to the Master Deed, and not otherwise enjoyed by the Lot Owners, the expense of which shall be borne as an expense of the Unit Owners only, and not as an expense of the Lot Owners, absent any future amenity treaty between the Lot Owners and the Unit Owners.
- (k) The rights of Lot Owners in the Common Areas and Amenities, if any, within the portion of the Property subjected to the Declaration, not otherwise enjoyed by the Unit Owners, the expense of which shall be borne as an expense of the Lot Owners only, and not as an expense of the Unit Owners, absent any future amenity treaty between the Lot Owners and the Unit Owners.

- (l) The rights of Unit Owners, to the exclusion of other Unit Owners and Lot Owners, of Limited Common Elements, which are reserved for the use of a limited number of Unit Owners, if any, within the portion of the Property subjected to the Master Deed, the expense of which shall be borne as an expense of the Unit Owners entitled to the use of such Limited Common Elements.
- (m) The easement rights of the Declarant reserved in Article X of this Declaration and Master Deed;
- (n) The rights of the Declarant reserved in Article X of this Declaration and Master Deed.

Section Two.

(a) Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area depicted on such maps of any portion of any property subject to this Declaration and Master Deed, to the extent the same are from time to time recorded in the Office of the Register of Deeds for Horry County, South Carolina in the Association, free and clear of all encumbrances and liens, except those set forth in this Declaration and Master Deed and any easements of record. Following the conveyance of Common Area to the Association, Declarant shall be entitled to proration credit for all expenses of the Association incurred by the Declarant (including insurance and real estate taxes) which have not theretofore been reimbursed to Declarant. The Common Area shall be conveyed without any express or implied warranties, which warranties are hereby expressly disclaimed by Declarant.

(b) Encroachments and Blanket Easement. Each Lot, and the Building on each Lot, including those Buildings where a Party Wall comprises one of the property lines, shall be subject to an easement for encroachments created by construction, settling, or overhang, which is previously existing or as designed and constructed, or as a result of any addition or improvement pursuant to the Declaration and Master Deed. A valid easement for such encroachment and for the use and maintenance of the same, so long as they exist, shall and does exist. In the event any Building is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments for part of the Building or Party Wall due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

- (i) Encroachments referred to in this subsection include, but are not limited to encroachments caused by the error on the Plat, by settling, rising, or shifting of the earth, or by such changes in position caused by repair or reconstruction encumbrance upon any part of the Lot or Lots.

Section Three.

(a) Units. Each Unit will for all purposes constitute a separate parcel or real property which, subject to the provisions of this Declaration and Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act and this Declaration

and Master Deed, will be entitled to the exclusive ownership and possession of such Owner's Unit.

(b) Description of Units. The dimensions, area and location of the Units are as set forth in Exhibit "H" attached hereto and are generally intended to include the following:

(a) Horizontal (Upper and Lower) Boundaries.

(i) The bottom is an imaginary horizontal plane at a point fifty (50') feet below and parallel with an imaginary horizontal plane through a point at the highest elevation of ground within the Unit shown on the Site Plan and extending in every direction to the point where it closes with the vertical boundaries of the Unit.

(ii) The top of the Unit is an imaginary horizontal plane intersecting the vertical boundaries of the Unit at a point one hundred (100') feet above and parallel to the bottom plane of the Unit and extending in every direction to the point where it closes with the vertical boundaries of the Unit.

(b) Vertical (Perimeter or Lateral) Boundaries. The sides of the Unit consist of imaginary vertical planes perpendicular to the top and bottom of the Unit along and coincident with the perimeter of the Unit, which perimeter is measured and described by courses and distances on the Survey referenced and incorporated into the Site Plan. Each side extends upwards and downwards so as to close the area in the Unit bounded by the bottom and top thereof. Vertical Boundaries may include a party wall as the same is defined herein.

(c) Units Deemed to Include. Unit is intended to comprise the entire volume of space within the area bounded by the bottom, sides and top of a Unit, and includes the Building, the water, sewer and other utility distribution systems and other improvements located within the aforesaid boundaries (to the extent same does not serve any other Unit within the Properties), including all portions of the plumbing, heating, conduits, ducts, and the like, serving only that Unit, even if partially outside the boundaries of the Unit; all of the residential Building's structural components, including windows, glass surfaces, doors, window screens, balconies and porches and any screens thereon; provided, however, a Unit shall not include any utility or service lines within the Unit but serving more than one Unit. The maintenance, repair and replacement of items that are so deemed to be included in the Unit are the responsibilities of the Owner of the Unit pursuant to Subsection (d)(i), (d)(ii) and (d)(iii) below.

The ownership of each Unit shall include and there shall pass with each Unit, as an appurtenance thereto, whether or not separated described in the conveyance thereof, that percentage of the right, title and interest in the Common Elements attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association.

(i) Easement of Support and Service. Appurtenant to each Unit is an easement of support and service over and through the Common Elements for support and for the delivery of underground utilities to each Unit.

(ii) Easement for Construction and Repair. Appurtenant to each Unit is an easement over the Common Elements for construction access and staging to allow the Owner to construct, repair, and maintain the Building and other improvements located within each Owner's Unit subject to the limitation that all construction activity within a Unit and in the Common Elements around a Unit be conducted in a reasonable, professional and timely manner with a clean, orderly job site and subject to additional limitations which may be hereafter placed by the Association under its Rules and Regulations provided such limitations do not unreasonably prevent an Owner from exercising its rights granted hereunder.

(iii) Easement for Encroachments. Appurtenant to each Unit is a five foot wide easement over the Common Elements around the perimeter of each Unit for encroachments of exterior stairs, conditioner units, condensers, and other typical utility equipment along with platform overhangs to support such equipment and for roof overhangs. Each Unit shall also have an appurtenant easement for other types of Building encroachments into the Common Elements from a Unit provided the Owner of such Unit shall have received the approval of the Board of Directors of the Association for such encroachment. Such Board approval of a Building encroachment may not be later revoked unless the encroaching improvements have been destroyed and substantially all of the Building has been rebuilt.

Section Four. Modification of Units. The Declarant on behalf of itself, its successors and assigns, hereby reserves the right to modify or reconstitute the dimensions, at any time, and from time to time, one or more Units owned by Declarant or its affiliates without the consent of the Association or any Owner other than those who may be directly affected; provided, however, that the aggregate Percentage Interest assigned to the Units so affected will not change even though the same may be reallocated among such change Units. If Declarant makes any changes in Units pursuant to this Section Four, such changes will be reflected by an amendment to the Survey and of this Master Deed by a Unit Modification Amendment as set forth in Article I, Section Three which will be duly recorded in the Horry County Public Registry. Such amendment will not require the consent of Owners other than the Declarant.

Section Five. Common Elements and Limited Common Elements.

(a) Undivided Interests in Common Elements. Pursuant to Section 27-31-60 of the Act, each Unit is allocated a percentage of undivided interest in the Common Elements as set forth in Exhibit "G" of this Declaration and Master Deed.

The percentage of undivided interest in the Common Elements appurtenant to each Unit may be altered only by the consent of all Owners and Mortgagees (or such lesser number of Unit Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Declaration and Master Deed. The percentage of undivided interest of each Unit Owner in the Common Elements is appurtenant to the Unit owned by the Owner and may not be separated from the Unit to which it appertains and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit. The Common Elements shall remain undivided and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall interfere with or encroach upon the lawful rights of the other Owners.

No change shall be made in the size or number of Units within each phase, the respective percentage of common interest in the Unit within each phase or in the amount or quality of Common Elements, other than as provided in Article XIII, Section Nine, except by amendment to this Declaration and Master Deed with the consent of all Unit Owners directly affected if this Declaration and Master Deed is filed prior to such change.

(b) Use of Common Elements. The Common Elements will be used in accordance with the intended purposes without hindering the exercise of or encroaching upon the rights of other Owners. The Board of Directors will, if any question arises, determine the purpose for which a part of the Common Elements is intended to be used. All Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations from time to time in effect governing the use of the Common Elements.

(c) Use of Limited Common Elements. Anything to the contrary contained herein notwithstanding, ownership of each Unit will entitle the Owner or Owners thereof to the use of the Limited Common Elements attached, assigned or appurtenant hereto, which use may be delegated by such Owner to persons who reside in his Unit. The walkway, parking area and driveway, if any, in front of each Building and connecting to a roadway or parking area, will be a Limited Common Element to the Unit in which such Building is located. All Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations from time to time in effect governing the use of the Common Elements including the Limited Common Elements. Each individual Owner shall be responsible for maintenance and repair of the Limited Common Elements to which it has exclusive possession of as set forth herein.

(d) Reservation of Easements and Use and Expansion Rights. The Common Elements will be subject to all easements and use rights, if any, reserved by the Declarant hereunder and the right of the Declarant to expand the Regime by construction of

additional Units and the creation of additional Common Elements pursuant to Article I, Section Three.

(e) Landscaping Maintenance Easement. The Association shall have an easement over the Units to construct, repair, and maintain landscaping over the portion of each Unit comprising the area between the perimeter boundaries of the Unit and the perimeter of the Building located within said Unit, if any. In the event there is no Building located within a Unit, the Association may construct, repair and maintain landscaping within the Unit until the Owner elects to build and/or reconstruct within such Unit. Such easement premises shall be considered part of the Common Elements.

(f) Driveway Maintenance Easement. Each Owner shall have an easement to construct, repair, and maintain the driveways and parking areas over that portion of the Common Elements immediately in front of such Owner's Unit subject to any rules and regulations implemented by the Board governing such rights and use, if any.

Section Six. Status of Title of Property; Property Subject to Master Declaration. The Declarant represents to the Association and all the Owners that, as of the effective date hereof, the Declarant has marketable, fee simple title to the Land and that the rights and interest of all Owners in and to the Property are subject only to (i) liens for real estate taxes for the current year and subsequent years; (ii) existing and/or recorded easements, conditions, covenants, declarations, reservations and restrictions including, without limitation, those set forth in this Master Deed; (iii) easements and use rights, if any, reserved by the Declarant hereunder; (iv) applicable governmental regulations, including zoning laws, which may be imposed upon the Property from time to time; and (v) the existing Mortgages of the Project Lender encumbering portions of the Property.

Notice is hereby given that the Properties, as the same may be expanded, including each and every Lot and Unit and any Building or improvements thereon and the Common Areas and Common Elements, shall be, and the same are hereby declared to be, subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Nonresidential Properties dated July 13, 2001, and recorded July 25, 2001, in Deed Book 2392 at Page 1321, in the Horry County Public Registry, as now constituted or as may hereafter be amended from time to time in accordance with its terms (the "Master Declaration").

The Master Declaration provides a method and easement for the shared use by the Owners of Lots and Units, and their permitted guests, and those owners and permitted guests of certain other properties within the area known as "Barefoot Resort" that are subject to the Master Declaration, of certain parking, and certain other amenities, as more particularly set forth in the Master Declaration. Owners of Lots and Units, and their permitted guests, are also afforded rights to use certain pools, certain parking areas, walkways, and certain other amenities found at other properties within the area known as "Barefoot Resort" that are subject to the Master Declaration, as more particularly set forth in the Master Declaration.

Section Seven. Limited Warranty From Declarant. FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF COMPLETION OF CONSTRUCTION (BEING THE LATER OF

SUBSTANTIAL COMPLETION UNDER THE CONSTRUCTION CONTRACT, OR THE DATE A CERTIFICATE OF OCCUPANCY IS ISSUED THEREFOR), THE DECLARANT SHALL AT NO COST TO THE ASSOCIATION REPAIR OR REPLACE (IN THE DECLARANT'S DISCRETION) ANY PORTIONS OF THE COMMON ELEMENTS (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS) WHICH ARE DEFECTIVE AS TO MATERIALS OR WORKMANSHIP. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DECLARANT DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE DECLARANT SHALL BE LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DECLARANT SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR OTHERWISE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATIONS. Each Owner, in accepting a deed from the Declarant or any other party to a Unit, expressly acknowledges and agrees that this Section Seven establishes the sole liability of the Declarant to the Association and the Owners related to defects in the Common Areas or Common Elements and the remedies available with regard thereto. At the end of the one (1) year warranty period referred to hereinabove in this Section Seven, the Declarant will assign to the Association in writing all of its rights, claims, causes of action and demands which it has or which may thereafter accrue against all other people who may be responsible for the design and/or construction of the Common Areas or Common Elements. THIS LIMITED WARRANTY RELATES SOLELY TO THE COMMON AREAS OR COMMON ELEMENTS, THE BUILDING CONSTRUCTED WITHIN EACH UNIT IS SUBJECT TO A SEPARATE LIMITED WARRANTY PURSUANT TO THE REAL ESTATE PURCHASE AGREEMENT THEREFOR BETWEEN THE OWNER AND THE DECLARANT.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

Section One. Every Owner of a Lot or Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

Section Two. The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owners of a Lot with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be all Owners of a Unit with the exception of the Declarant and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be

exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class C. Class C Member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot and/or Unit owned. The Class C membership shall cease and be converted to Class A or Class B membership, whichever is applicable, on the happening of either of the following events, whichever occurs later:

- (a) When the total votes of the Class C Member(s) equals less than Ten (10%) percent of the total votes of all Classes of Members.
- (b) When Declarant no longer owns any portion of the Property or the Additional Property; or
- (c) January 1, 2033.

Section Three. Declarant shall be entitled to appoint the entire Board of Directors while Class C membership exists.

Section Four. To the extent the Act grants statutory rights which may not be waived or overridden, the Class B membership shall not be entitled to call meetings and to conduct vote among the Class B Members to exercise such statutory rights as they pertain to the Properties subject to the Master Deed. This right only applies to those statutory rights which may not be waived or overridden, and all remaining provisions of this Declaration and Master Deed shall not be entitled to be amended and shall apply in full force and effect to the Units and the Master Deed, to the extent that such provisions are not inconsistent with the Act.

ARTICLE V **COVENANT FOR ASSESSMENTS**

Section One. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot and/or Unit owned within the Properties, hereby covenants, and each Owner of any Lot and/or Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, such assessments to be established and collected as hereinafter provided, and (3) specific assessments against a Lot(s) or Unit(s) as provided in this Declaration and Master Deed. The annual, special and specific assessments, together with interest, late charges, costs and reasonable attorney fees, shall be a charge on the Lot and/or Unit and shall be a continuing lien upon the properties against which each such assessment is made. Each such assessment, together with interest, late charges, costs and reasonable attorney fees, shall also be the personal obligation of the Owner. If a lien has been properly filed in the Horry County Public Registry, it may be foreclosed as further described hereafter in Article V, Section Ten.

Section Two. To the extent not inconsistent with the Act, any expenses incurred by the Association for the benefit of less than all of the Lots or Units may be specially assessed equitably among all of the Lots or Units which are benefitted according the benefit received.

Any Association expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or Units, or by the licenses or invitees of any such Lots or Units, may be specifically assessed against the Lots or Units whose occupant, licensee or invitee occasioned any such Association expenses. To the extent not inconsistent with the Act, any Association expenses which significantly disproportionately benefit all Lots or Units may be assessed equitably among all Lots or Units according to the benefit received.

Section Three. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, including the following: (1) the improvement, repair and maintenance of the Common Areas and the Common Elements; (2) the improvement, repair and maintenance of the exterior, roof and structure of the dwellings, to the extent the same are destroyed or damaged and not repaired by the Owner; (3) the maintenance, repair and reconstruction of private water and/or sewer lines (and any meters of lift stations associated therewith), private drives, driveways, walks, and parking areas situated on the Common Area and Common Element; (4) the cutting and removal of weeds and grass, the removal of trash and rubbish, or any other maintenance of the Common Areas and Common Elements and the landscaped areas on the Lots and/or Units, other than those landscaped areas within a privacy fence on any of the Lots and/or Units, which are to be maintained by the Owner of such Lot and/or Unit at the expense of the Owner and without credit against any assessments otherwise due; (5) the payment of taxes and public assessments assessed against the Common Area and Common Elements; (6) the procurement and maintenance of insurance in accordance with this Declaration and Master Deed; (7) the employment of attorneys and accountants to represent the Association when necessary; (8) the provision of adequate reserves for the replacement of capital improvements, including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and (9) such other needs as may arise, including but not limited to the employment of a professional management company for the management of the Association.

Section Four. Maximum Annual Assessments. The Assessments against the Lots and/or Units shall be based upon annual estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of the Association's obligations under this Declaration and Master Deed. Such estimated expenses may include, among other things, the following: expenses of management; taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees, including fees for a Manager (if any); utility charges, legal and accounting fees; any deficit remaining from a previous period; creation of reasonable contingency reserves, surplus, and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association under or by reason of this Declaration and Master Deed. Such expenses shall constitute the Common Expenses. Until January 1 of the year immediately following the conveyance of the first Lot or Unit to any Owner, the maximum annual assessment shall be \$7,500.00 per Lot or Unit (except that pursuant to Section Eight of this Article, the maximum annual assessment for Lots or Units owned by Declarant which are not occupied as a resident shall be \$1,500.00 per Lot or Unit).

(a) From and after January 1, of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Membership, but subject to the limitation that any such increase shall not exceed the greater of twenty (20%) percent or the percentage increase in the Consumer Price Index (published by the Department of Labor, Washington, DC) for all cities over the preceding twelve (12) month period which ended on the previous October 1.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, or until increased as provided for in (b) or (c) below, whichever last occurs, the maximum annual assessment may be increased above the increase permitted in Section 4(a) above by a vote of a majority of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum annual assessment.

EACH OWNER FURTHER ACKNOWLEDGES THAT THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY TO PREPARE ANY BUILDING FOR AN IMPEDING HURRICANE OR STORM, INCLUDING, BUT NOT LIMITED TO, INSTALLING AND REMOVING STORM SHUTTERS. THE RESPONSIBILITY FOR COSTS AND EXPENSES OF WHICH ARE SOLELY THOSE OF THE OWNER.

Section Five. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of supplying adequate reserve funds for the replacement of capital improvements; defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any part of the improvements and Properties under this Declaration and Master Deed; obtaining appropriate insurance; and paying any unusual, unforeseen and non-recurring expenses of the Association. Should the Association, by and through its elected or appointed Board of Directors, as the case may be, at any time determine, in the sole discretion of said Board of Directors, that the annual assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, whether it be having reserve funds for the repair, maintenance or replacement of capital improvements or otherwise, said Board of Directors shall have the authority to levy such special assessments as it shall deem necessary.

Section Six. Annual Budget. The annual assessments shall be determined on a calendar year basis. On or before December 1 of each year, the Association shall prepare or cause to be prepared an operating budget for the upcoming calendar year. The budget shall itemize the estimated expenses of the Association for such calendar year, anticipated receipts (if any), and any document for the assessments for the upcoming fiscal year and as the major guideline under which the Association shall be operating during such annual period.

Section Seven. Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Lots, Units,

Common Areas and Common Elements and those other portions of the Properties which the Association may be obligated to maintain, repair or replace. Such reserve fund is to be established, insofar as is practicable, out of regular assessments for Common Expenses. Separate reserves may be maintained for the Units and Lots.

Section Eight. Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided (including the various specifications provided herein, for the differing maintenance requirements, common area and amenities applicable to the specific Lot or Lots within the Property) be fixed at a uniform rate of all similar Lots and of a uniform rate for all similar Units and shall be collected on a monthly basis. For purposes of this Declaration and Master Deed, all Units which are a part of Exhibit "H" have the same value, and thus, the pro-rata contribution according to the percentage interest as specified in Section 27-31-60 and Section 27-31-190 of the Units shall be equal, which shall be substantially equal to the assessments against the Lots. Provided, however, that the annual and special assessments for Lots and/or Units owned by Declarant, or a Builder, which have not been transferred to non-related third parties and are not occupied as a residence, shall at all times be twenty percent (20%) of the annual or special assessments for other Lots and/or Units. Instead of paying twenty percent (20%) of all assessments, Declarant shall have the option, in its sole discretion, of funding the deficiency in the operating budget of the Association.

It is the intention of this Declaration and Master Deed that all Lots and Units shall have substantially equal assessments (other than any difference resulting from Amenities, common areas, common elements or limited common elements, the expense of which shall be allocated only to the Lots or Units having use of the same) since all Lots and Units require essentially the same maintenance and reserves, and all Lots and Units shall have equal rights to use and enjoy the Common Areas and Common Elements. To the extent the Units may be assessed differently as required under the Act, all Owners of Units agree to pay to the Association any costs and expenses to maintain, repair and replace the Common Area, Common Elements or Amenities for the Unit Owner's right to use the Common Areas, Common Elements and Amenities, subject to this Declaration.

Section Nine. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot or Unit on the date of the month on which such Lot or Unit is conveyed by Declarant. Such annual assessments shall be paid ratably on a monthly basis. The Board of Directors shall fix the amount of the annual assessment against each Lot and/or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot and/or Unit have been paid.

Section Ten. Effect of Nonpayment of Assessments; Remedies of the Association. 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 to the Association on the due date for such payment. A late charge of Fifty (\$50.00) Dollars shall be added to any assessment not paid within fifteen (15) days after the due date, together with interest from the due date at eighteen

(18%) percent per annum. The late charge penalty will be added for each month a payment is delinquent.

In the event of non-payment by an Owner of assessments, the Association is granted a lien upon the Lot and/or Unit, which shall secure all monies due for all assessments now or hereafter levied and which shall also secure interest payments, late penalties, and costs and expenses, including a reasonable attorneys fee, which may be incurred by the Association in enforcing the lien.

The lien granted to the Association may be foreclosed in the same manner as mortgages may be foreclosed in the State of South Carolina, and in any suit or foreclosure of said lien, the Association shall be entitled to rental from the Owner of a Lot and/or a Unit from the date on which the payment of any assessment became delinquent and shall be entitled to the appointment of a receiver to collect said rents.

No Owner may exempt himself or herself from liability for any assessments levied against such Owner and his or her Lot and/or Unit by waiver of the use of enjoyment of the Common Area or Common Elements or by abandonment of his or her Lot and/or Unit or in any other manner.

The Association in the event of any default hereunder by an Owner may proceed to enforce and collect the assessment against the Owner in any manner provided herein, including the right of foreclosure and sale. In any action instituted by the Association to enforce the provisions of this Declaration, including but not limited to, non-payment of assessments, the offending or defaulting Owner shall be responsible for all the costs of collection, including a reasonable attorneys fee incurred by the Association.

Section Eleven. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot and/or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot and/or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, including but not limited to a deed-in-lieu of foreclosure given to any institutional mortgage lender or the development lender or their respective successors and assigns, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot and/or Unit from liability for any assessments thereafter becoming due or form the lien thereof.

Section Twelve. Working Capital Fund. At the time of closing of the sale of each Lot and/or Unit, a sum equal to Five Hundred and No/100 (\$500.00) Dollars for each Lot and/or Unit shall be collected from the Purchaser and transferred to the Association to be used for working capital. The purpose of said capital is to insure that the Association will have adequate cash available to meet unforeseen expenses and to acquire additional equipment or services deemed necessary or desirable. Amounts paid shall not be considered advance payment of any assessments.

Section Thirteen. Taxes. Taxes assessed against a Unit or Lot shall be the responsibility of the Owner but taxes separately assessed against the Common Areas and/or Common Elements shall

be an expense of the Association and shall be paid by the Association, to the extent the same are not exempt from real property or personal property tax assessments.

ARTICLE VI INSURANCE AND CASUALTY LOSSES

Section One. Owner's Property Insurance. Each Owner shall procure and maintain in full force and effect property insurance covering the Building constructed upon any Owner's Lot, or within any Owner's Unit, as well as all other improvement, fixtures and equipment thereon or exclusively serving such Building which may be located just outside the perimeter of a Unit, such as heating and air conditioning condensers and other Building components, in an amount equal to one hundred (100%) percent of the then current replacement cost thereof. Each Owner shall at the original issuance thereof and at each renewal provide to the Association a certificate of insurance for such Owner's Building. The exclusive authority to negotiate, settle and otherwise deal in all respects with a Building's insurer and to adjust losses under the Building's insurance policy provided for herein shall be that of the Owner and the Owner's Mortgagee, if said Mortgagee is so entitled. The cost of the insurance premium for the property insurance under this Article VI, Section One shall be the sole and exclusive obligation of the Owner. Each Owner, at his own expense, may obtain on his Lot or Unit, or the improvements thereon, or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterment and personal property damaged and lost. In addition, risk of loss with respect to any improvements made by an Owner upon his Lot, or within his Unit shall be that of the Owner. Betterments coverage or "improvements insurance" shall be secured solely by an Owner wishing such coverage of his risk of loss, and the Association shall have no liability therefor.

Section Two. Party Walls.

- (a) **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of Buildings upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for properties damaged due to negligence or willful acts or omissions shall apply thereto. No alterations may be made to any party wall other than alterations to the interior surfaces.
- (b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (c) **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

- (d) Weatherproofing. Notwithstanding any other provision of this Article VI, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements and of repairing any damage resulting from such exposure.
- (e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.
- (g) Maintenance by the Owner. Except to the extent otherwise provided below, each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Lot or Unit, including, but not limited to roof, exterior building surface, and gutters. Party Walls are to be maintained jointly by the Owners to which such Party Wall constitutes a property line of their respective Lot or Unit. This responsibility shall include maintenance, repair and replacement of all exterior walls and surfaces, roofs, gutters, glass surfaces, windows, window frames, and all doors, door frames, and hardware that are part of the entry system of the Lot or Unit, the air conditioning compressor serving the Lot or Unit, all pipe lines, ducts or conduits or other apparatus which serve only the Lot or Unit, whether located within or outside the Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving only the Unit). Notwithstanding the above, to the extent an Owner should fail to maintain his or her Lot or Unit, then, in such event the Association shall have the right, but not the obligation, to maintain the same and to assess the Owner of such Lot or Unit for the reasonable expense of such maintenance. In the event the Association should elect to maintain any Owner's Lot or Unit, which such Owner has failed to maintain, then the lien of such assessments shall constitute a lien against the Lot or Unit in the same manner as any other assessment provided for in this Declaration or Master Deed.
- (h) Maintenance by the Association. The Association shall perform its maintenance responsibilities within this Declaration and Master Deed in a manner consistent with the community-wide standard. It is the intent of the Association to maintain Units according to the Act and this Declaration and Master Deed (to the extent not inconsistent) and further, to maintain the Lots, including, but not limited to the landscaping of such Lot, excluding, however, any portion of a Lot within a privacy fence, which area shall be maintain by the Owner at the Owner's expense, the Association provided such maintenance in the exact same manner.

Section Three. The Association's Property Insurance.

- (a) If the Common Areas and/or Common Elements include any insurable property, the Association will obtain, maintain and pay the premiums, as a Common

Expense, upon a "master" or "blanket" type policy of policies of property insurance covering the Common Areas and/or Common Elements, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all Buildings constructed upon Lots or within Units and all other improvements and betterments made to Lot and/or Units by Owners at their expense; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage will also insure supplies, equipment and other personal property of the Association. All policies of Association property insurance will be single entity condominium insurance coverage. The master insurance policy will afford, at a minimum, protection against loss or damage by fire and other perils normally covered by standard extended coverage endorsements; and all other perils which are customarily covered with respect to the improvements comprising the Common Elements similar in construction, location and use, including all perils normally covered by a standard "special coverage" endorsement. The policy will be in an amount equal to one hundred (100%) percent of the current replacement cost of the Common Areas or Common Elements outside of the Units, exclusive of land, foundations, excavation, and other items normally excluded from coverage. A reasonable "deductible amount" not to exceed four percent (4%) of the policy face amount may be included at the discretion of the Board of Directors if available and if a material savings, as determined by the Board in its sole discretion, in premium cost results therefrom, but the deductible amount will be considered a Common Expense and borne by the Association as a whole, without regard to the number of Owners directly affected by a loss that is later incurred, and reserves will be established for the deductible.

(b) The name of the insured under the Association policy will be substantially as follows: "Barefoot Retreat Homeowners' Association." Loss payable provisions will be in favor of the Association and the Trustee, as a trustee for each Owner, and each such Owner's Mortgagee as the interests of such parties may appear. Each Owner and his respective Mortgagee, if any, will be beneficiaries of the policy in a percentage equal to the Percentage Interest attributable to the Unit owned by such Owner. All Association policies will contain a standard mortgagee clause, or equivalent endorsement (without contribution), which is commonly accepted by Institutional Mortgage investors in the area in which the Property is located, and which appropriately names all Institutional Mortgage holders or their servicers in such form as requested by such Institutional Mortgage holders of their servicers.

(c) All Association policies will be written with a company holding a general policyholder rating of "A" or better by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, Bylaws or policy, contributions or assessments may be made against the Association, Owner's Mortgagee or the designees of Mortgagees; or (ii) by the terms of the carrier's charter, Bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members. Association policies may not be cancelable or substantially modified by any party without at least ten (10) days prior written notice to the Association. Association policies should also contain a "special condominium endorsement" or its equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners

individually, if available; the insurance is not prejudiced by any act or negligence of individual Owners which is not under the control of the Association or such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

(d) The Association will provide to Owners and/or Mortgagees requesting the same in writing a certificate of insurance, or a copy of the certificate of insurance, for the Regime, for which the Association may charge reasonable copying costs.

Section Four. Association's Liability Insurance. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability coverage covering at a minimum all of the Common Areas and Common Elements. Coverage limits will be in amounts generally required by private Institutional Mortgage holders for projects similar in construction, location and use to the Property; provided, however, that such coverage will be for at least One Million and 00/100 (\$1,000,000.00) Dollars for bodily injury, including death of persons, and property damage arising out of a single occurrence. Coverage under this policy will include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Areas and Common Elements and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. If the policy does not include "severability of interest" in its terms, an endorsement will be included which precludes the insurer's denial of the claims of an Owner because of the negligent acts of the Association or another Owner. Such policy must provide that it cannot be canceled or substantially modified, by any party, without at least thirty (30) days prior written notice to the Association and each holder of an Institutional Mortgage listed as a scheduled holder of an Institutional Mortgage in the insurance policy.

Section Five. Association's Fidelity Bonds and Other Insurance. The Association may, but shall not be required to, obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Regime. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors. Any fidelity bond that the Association shall, in its sole judgment, determine to secure will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each holder of an Institutional Mortgage listed as a scheduled holder of an Institutional Mortgage in the fidelity bond.

The Association will obtain, maintain and pay the premiums, as a Common Expense, on a policy of directors and officers liability insurance in such amounts as determined by the Board of Directors.

The Board of Directors will be authorized on behalf of the Association to obtain and maintain such other and further insurance as the Board of Directors may determine from time to time.

Section Six. Authority to Adjust Association Loss. The exclusive authority to negotiate, settle and otherwise deal in all respects with insurers and adjust all losses under policies provided for the Association will be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and Mortgagees; provided, however, that all Owners and Mortgagees having an interest in such loss will be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Article VI, Section Six, including executing all documents required in connection therewith on behalf of the Owner.

Section Seven. Association Insurance Trustee.

(a) The Board of Directors may, from time to time, designate a third party Trustee hereunder. The Trustee, whether the Board of Directors acting in said capacity, or a third-party designated by the Board, will serve the Association and the Owners and their Mortgagees (as their interests may appear) as provided herein. Any third-party Trustee, but not the Board of Directors acting in such capacity, will be entitled to receive reasonable compensation for services rendered which will be a Common Expense of the Association.

(b) All insurance policies obtained by the Association will name the Association and the Trustee as loss payees. Immediately upon the receipt by the Association of any insurance proceeds, the Association will endorse the instrument by means of which such proceeds are paid and deliver the instrument to the Trustee. The Trustee will not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor will the Trustee have any obligation to inspect the Property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

(c) Among other things, the duties of the Trustee will be to receive proceeds delivered to it, hold such proceeds in trust for the benefit of the Owners and their Mortgagees, and disburse the proceeds as hereinafter provided.

(d) Proceeds of insurance policies received by the Trustee will be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, will be disbursed in payment for such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs will be paid to the Association for the benefit of all Owners and their Mortgagees, if any;

(ii) If it is determined, as provided in Section Nine below, that the damage or destruction for which the proceeds are paid will not be repaired or reconstructed, such proceeds will be disbursed to such persons as therein provided; and

(iii) Any and all disbursements of funds by the Trustee for any purpose whatsoever will be made pursuant to and in accordance with a certificate of the Association signed by the President and attested by the Secretary, or their designee, directing the Trustee to make the disbursements.

(e) The Trustee will not incur liability to any Owner, Mortgagee or other person for any disbursements made by it in good faith to and in accordance with the foregoing requirements.

Section Eight. Damage or Destruction to a Lot or Unit's Building. Each Owner covenants and agrees that in the event of damage in or destruction of the Building or other structures on his or her Lot or within his or her Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved by the Declarant during the Transition Period, and thereafter are approved by the Board of Directors. Alternatively, the Owner shall clear the Lot or Unit of all debris and ruins and maintain the Lot or Unit in a neat and attractive, landscaped condition approved by the Declarant during the Transition Period, and thereafter approved by the Board of Directors. Should the Owner fail to clear the Lot or Unit of all debris and ruins and restore the Lot or Unit area with attractive landscaping in keeping with the Common Element, the Association shall have the right to have such work performed and to specially assess such Owner for the cost thereof. Such amount owed shall be lien against the Lot or Unit. The Owner shall pay any costs which are not covered by insurance proceeds.

Section Nine. Damage and Destruction to Association Common Elements.

(a) Immediately after all or any part of the Property covered by Association insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section Nine, means repairing or restoring the damaged Common Areas or Common Elements to substantially the same conditions in which it existed prior to the fire or other casualty.

(b) Any such damage or destruction will be repaired; provided, however, that should more than seventy-five percent (75%) of the Common Areas or Common Elements consisting of the Amenities, roads and other improvements be destroyed and the Members holding seventy-five percent (75%) of the Total Percentage Interest vote to disapprove the rebuilding of the Common Areas or Common Elements voting in person or by proxy at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of disapproving such repair or reconstruction, then such reconstruction of the Common Areas or Common Elements shall not occur, and the insurance proceeds

otherwise payable, less the cost and expense of removing the damaged or destroyed improvements, shall be paid on a pro-rata basis to the Members, or the Mortgagee of any Member. If Common Areas and/or Common Elements are not reconstructed, all insurance proceeds will be delivered to the Association, added to and treated as reserves for the Association. Except as otherwise provided, any such damage or destruction in the Common Areas or Common Elements, will be repaired and reconstructed as promptly as practicable. No Mortgagee will have any right to restrict the use of insurance proceeds otherwise available for repair, reconstruction or rebuilding.

Section Ten. Insufficient Proceeds to Repair Damage to Association Property.

(a) If the damage or destruction for which Association insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, or if no insurance proceeds exist with respect to such damage or destruction, the Board of Directors will levy an Assessment against the Owners in sufficient amounts to provide funds to pay costs (including any deductible to be applied) in excess of insurance proceeds for repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction.

(b) Any and all sums paid to the Association under and by virtue of those Assessments provided for in subsection (a) of this Section Ten will be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee will be disbursed as provided in Section Seven above.

**ARTICLE VII
CONDEMNATION**

Section One. General. Whenever all or any part of the Property will be taken by any authority having the power of condemnation or eminent domain, each Owner will be entitled to notice thereof and shall have the right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of such Owner's Lot or Unit and the improvements thereon; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Areas and/or Common Elements will be vested in the Board of Directors or its duly authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Lot or Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Article VIII, Section One, including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking will be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefore will be disbursed by the Trustee, as hereinafter provided in this Section One.

Section Two. Complete Taking. In the event the entire Property is taken by power of eminent domain, the Regime and condominium ownership pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed by the Trustee to the Owners in proportion to their respective Percentage Interests appurtenant to each Unit and their respective

Mortgagees and other lien holders as their interests may appear. Notwithstanding, each Owner shall have the right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of such Owner's Lot or Unit and the Building and other improvements which may be located therein.

Section Three. Partial Taking of Non-Essential Areas. In the event less than the entire Property is taken by power of eminent domain and if the taking does not include any portion of any Unit or any portion of the Common Areas or Common Elements essential to the continued occupancy of any Unit, then the Board of Directors will be permitted to replace any nonessential improvements to the extent deemed appropriate and the Trustee will disburse the proceeds of such awards in the same manner as hereinabove provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.

Section Four. Partial Taking of Essential Areas. In the event less than the entire Property is taken by power of eminent domain and the taking includes any portion of a Lot or Unit or the Common Areas or Common Elements essential to the use of any Lot or Unit, then the following shall occur:

(a) **Allocation of Award.** As soon as practicable, the Board of Directors shall, reasonably and in good faith, apportion the condemnation award between compensation, severance damages or other proceeds and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The respective amounts apportioned to the taking of, or injury to, such portion of the Common Areas and/or Common Elements affecting primarily the use or enjoyment of one or more particular Lots and/or Units and the improvements thereon (e.g. the taking of, or injury to, Common Areas and/or Common Elements immediately around one or more Lots or Units which prevents such Lot or Unit Owners from rebuilding their improvements or causes them to have to modify their improvements within their Lots or Units because of changes in setbacks or otherwise), then the proceeds from such taking of, or injury to, as it affects such particular Lots and/or Units shall be allocated and distributed to the Owners of such affected Lots and/or Units;

(ii) The total amount apportioned to the taking of or injury to the Common Elements which equally affects the Owners of all Lots and/or Units (such as the taking of, or injury to, the Amenities) shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken) in proportion to their respective Percentage Interests;

(iii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Lots or Units that have not been taken, in proportion to their respective percentage interests as adjusted for the removal of those Owners whose Lots or Units have been taken;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable; and

(vi) Distribution of allocated proceeds shall be made by the Association or the designated Trustee to the Owners and their respective Mortgagees as appropriate and as their interests may appear.

Section Five. Continuation and Reorganization. If less than the entire Property is taken by power of eminent domain, Regime ownership pursuant hereto shall not terminate, but shall continue. If any partial taking results in the taking of an entire Lot or Unit, the Owner thereof shall cease to be a Member of the Association and an Owner under this Declaration and Master Deed. The Association shall reallocate the voting rights and the undivided interest in the Common Areas and Common Elements appurtenant to such Lot or Unit in accordance with this Declaration and Master Deed or the Act.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section One. Approval Required for Buildings, Unit Changes and Interior Features. To preserve the original architectural appearance of the Project, the Property, and the Buildings' designs within the Lots or Units, including architectural and engineering aspects, no construction, reconstruction or Lot or Unit or Building modification of any nature whatsoever, except as specified in this Declaration and Master Deed, will be commenced or maintained upon the Lot or Unit and to the Building located, or to be located thereon, nor will there be any change, modification or alteration of any nature whatsoever of the design and appearance of any surfaces or facades, nor will any Owner change the paint color on the exterior of any Building or change the roof, nor will any Owner change the design or color of the exterior lights, nor will any Owner construct, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same will have been submitted to and approved in writing as to harmony of design, color and location in relation to the surrounding features by the Board of Directors and pursuant to original plans and specifications or design guidelines adopted therefore. Furthermore, such required approval by the Board of Directors shall extend to any landscaping installed by Owner within the Lot or Unit (it being understood that the Association shall have primary responsibility for landscaping in the Common Areas and Common Elements and up to the Building within each Unit), as well as any interior features or aesthetic elements that are in plain view from outside a Building. The failure of an Owner to secure the required approval of the Board of Directors as aforesaid, or to take such action, remedial or otherwise, as the Board of Directors shall at any time determine to be required hereunder shall be subject to the authority and enforcement powers of the Board of Directors as set forth in Article "IX" below. The Board of Directors may delegate the architectural review functions to a committee, but enforcement of all violations shall remain with the Board of Directors.

ARTICLE IX **MAINTENANCE**

Section One. Responsibility of Association. Except as specifically provided to the contrary herein, the Association will maintain the Common Areas and Common Elements, including the Limited Common Elements, in first class condition in accordance with proper maintenance procedures applicable thereto and will enforce all warranties with respect to the Common Areas and Common Elements. In addition, the Association will repair or replace all parts of the Common Areas and Common Elements as necessary except for those certain Limited Common Elements which include the individual driveways and parking areas in front of each Unit which shall be the responsibility of each such Unit Owner. Except as otherwise provided herein, the cost of such will be charged to the Owners as a Common Expense.

Section Two. Access to Units. The Association will have the irrevocable right, to be exercised by the Board of Directors or its agent, which term includes the Association manager, to have reasonable access to each Lot and Unit from time to time, to undertake such action as it may determine, but for which it has no obligation, or for which it may be requested, to prepare and secure a Building in anticipation of storm or hurricane, provided the Association shall be under no obligation to an Owner to do so; and for the inspection, maintenance, repair or replacement of any of the Common Areas and/or Common Elements accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas, Common Elements, Lots or to other Units.

Section Three. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this **Article IX, Section Three** is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, or the Owner's pets, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs will be added to and become a part of the Assessment to which such Owner and his Lot or Unit are subject. Each Owner will maintain, repair or replace at his own expense all the Building and other improvements upon the Lot or within the Unit therein which may become in need thereof (excepting landscaping improvements within the Lot or Unit which shall be the responsibility of the Association, other than landscaping improvements within a privacy fence within any Lot or Unit, which will remain the obligation of the Owner at the Owner's expense). Further, each Owner will, at his/her/its own expense, maintain, repair and replace, when necessary, that heating and air-conditioning condensers and other such exterior appurtenances to such Owner's Building whether or not located within such Owner's Lot or Unit. Each Owner will, at his/her/its own expense, keep the Limited Common Elements to which his Unit has exclusive access and to which he has exclusive use, as further described in **Article "VIII"** above, clean and neat, and maintain and repair those such Limited Common Elements which include the driveways and parking areas in front of such Owner's Unit. Each Owner shall keep the exterior of his/her/its Building and other improvements in a neat well maintained "first class" condition. If the Owner does not make those repairs to his/her/its Building and/or other improvements required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the Owner and the Lot or Unit owned by such Owner as a Specific Assessment. In the event an Owner's Building is severely damaged by catastrophic event, such Owner shall

commence to either repair and/or rebuild such Building or tear down the Building and grade and landscape the Building site within three (3) months of such catastrophic event. Should Owner fail to tear down its Building and grade and landscape the Building site or fail to commence reconstruction and repair of the Building within such three (3) month period, the Association shall have the right to tear down the Owner's Building and to grade and landscape the Building site and the cost thereof will be assessed against the Owner and the Lot or Unit owned by such Owner as a Specific Assessment.

Section Four. Access, Ingress and Egress. All Owners, by accepting title to a Lot or Unit, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such property and acknowledge and agree that such access, ingress, and egress will be limited to roadways, sidewalks and walkways located within the Property from time to time, provided that pedestrian and vehicular access to and from all such property will be provided at all times. There is reserved unto Declarant, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to install and maintain electronic gates controlling vehicular access to and from the Property, provided that reasonable steps are taken to facilitate the access of all Owners, guests, and other invitees. Neither the Declarant nor the Association will be responsible, in the exercise of its reasonable judgment, for the granting or denial of access to the Property in accordance with the foregoing.

NEITHER THE DECLARANT, NOR ITS SUCCESSORS OR ASSIGNS, NOR THE ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF ANY GATE OR CONTROLLED ACCESS TO THE PROPERTY OR SAFETY MEASURES UNDERTAKEN WITH RESPECT THERETO BY EITHER OR BOTH OF THEM AND WHETHER OR NOT SUCH ACTIVITIES OR UNDERTAKING ARE REFERRED TO AS "SECURITY" MEASURES, NOR SHALL EITHER OR BOTH BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY FAILURE TO PROVIDE CONTROLLED ACCESS TO SAFETY MEASURES OR FROM HAVING ANY GATE OPEN, AS PERMITTED UNDER SECTION 9.1 BELOW, OR FROM A FAILURE OR INEFFECTIVENESS OF ANY SUCH CONTROLLED ACCESS OR SAFETY MEASURES UNDERTAKEN BY EITHER OR BOTH OF THEM. NO REPRESENTATION, WARRANTY OR COVENANT IS GIVEN TO ANY OWNER OR OCCUPANT BY EITHER OR BOTH OF THE DECLARANT, ITS SUCCESSORS OR ASSIGNS, AND THE ASSOCIATION THAT ANY CONTROLLED ACCESS OR SAFETY MEASURES INSTALLED OR UNDERTAKEN CANNOT BE BYPASSED OR COMPROMISED, OR THAT THEY WOULD, IN FACT, AVERT DAMAGE OR LOSS RESULTING FROM THAT WHICH THEY ARE DESIGNED TO PREVENT, AND EACH OWNER BY ACCEPTANCE OF A DEED TO A UNIT AND EACH OCCUPANT THEREOF SHALL INDEMNIFY AND HOLD THE DECLARANT, ITS SUCCESSORS AND ASSIGNS, AND THE ASSOCIATION HARMLESS FROM ANY DAMAGE AND COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY EITHER OR BOTH OF THEM AS A RESULT OF ANY SUCH ASSERTION OR DETERMINATION.

Section Five. Declarant's Right to Develop. Notwithstanding anything herein contained to the contrary, the Declarant hereby reserves unto itself, its successors and assigns, the right and option to control any gate to the Property and to leave the gate in an open position for the unobstructed and uncontrolled passage of construction vehicles for persons engaged in both

infrastructure and building construction activities. The within right, if exercised, will be limited to the hours of 6 a.m. to 6 p.m. and will terminate upon expiration of the Transition Period.

ARTICLE X

LOT AND UNIT RESTRICTIONS

Section One. Lots and Units. All Lots and Units will be, and the same are hereby restricted exclusively, for residential use, provided, however, a Lot or Unit's Building may be used as a combined residence and executive or professional office by the Owner hereof so long as no rental management activities are conducted from the Lot or Unit, Building upon a Lot or within a Unit, or Limited Common Elements (including, without limitation, key drop off or pickup) and so long as such use does not interfere with the quiet enjoyment by other Owners and does not include visitation by clients, or unreasonable levels of mail, shipping, storage or trash requirements. No immoral, improper, offensive or unlawful use will be made of any Unit and no use or condition will be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Property by other Owners or lessees of Owners, their families, invitees and guests. All Lots, Units and the Buildings thereon or therein will be kept in a clean and sanitary condition and no rubbish, refuse or garbage will be allowed to accumulate. No fire hazard will be allowed to exist and no use or condition will be permitted which will increase any rate of insurance related to the Property. In addition, all Owners, guests of Owners, lessees of Owners, renters, their families, invitees and guests will abide by all Rules and Regulations in effect from time to time governing the use of Lots, Units and Buildings.

Section Two. Animals and Pets. No animals, livestock or poultry of any kind will be raised, bred or kept on any part of the Property, except that dogs, cats or other normal household pets may be kept by the respective Owners inside their respective Buildings provided that (i) the Board of Directors may, in its sole discretion, establish by rule that dogs of a certain breed are potential hazards to the Regime and its occupants and are deemed not to be normal household pets: (ii) the Board of Directors may establish reasonable rules and regulations to insure that all permitted pets are properly licensed and inoculated for rabies and such other disease for which inoculation is necessary for that breed of pet: (iii) an Owner execute a written indemnification and hold harmless agreement in favor of the Regime and the Regime's management company, in form and content satisfactory to counsel for the Board, prior to bringing the Owner's pet upon the Property; (iv) permitted pets are not kept, bred or maintained for any commercial purpose and do not create any health hazard or, in the sole discretion of the Board of Directors, unreasonably disturb the peaceful possession and quiet enjoyment of any other portion of the Property by other Owners and lessees of Owners, their families, invitees and guests and (v) the Board may establish reasonable rules to limit the number of such allowed pets. Pets shall be kept on a leash at all times when outside a Unit, and the Owner shall clean up after his or her pet. Any occupant of a Lot, Unit or Building other than the Owner shall be prohibited from keeping animals, including household pets on the Lot, in the Unit or Building.

Section Three. Antennas. No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Regime Property, or the Building and other improvements upon the Lot or within the Unit, by an Owner, except as required by the Telecommunications Act of 1996 and implementing rules therefore issued by the Federal

Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Declarant and the Association, and their successors and assigns, will not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Properties.

Section Four. Leasing of Lots and Units. An Owner of a Lot on which a detached single family home is constructed will have the right to lease or rent his Lot and the Building upon such Lot on a period of not less than a quarterly, and/or yearly basis subject to applicable local ordinances, provided, however, that no rental management activities may be conducted from the Lot, or the Building upon the Lot, or the Limited Common Elements (including, without limitation, key drop off or pick up) and provided that all leases and rental contracts will require the lessee to abide by all conditions and restrictions placed on the use and occupancy of the Lot, and the Common Elements by this Declaration and Master Deed. An Owner of a Lot on which an attached single family home is constructed, or an Owner of a Unit will have the right to lease or rent his Lot or Unit and the Building upon such Lot or within such Unit on a daily, weekly, monthly, and/or yearly basis subject to applicable local ordinances, provided, however, that no rental management activities may be conducted from the Lot, the Unit or the Building upon the Lot or within the Unit, or the Limited Common Elements (including, without limitation, key drop off or pick up) and provided that all leases and rental contracts will require the lessee to abide by all conditions and restrictions placed on the use and occupancy of the Lot, the Unit and the Common Elements by this Declaration and Master Deed. The Board of Directors will have the right to approve the form of all such leases and rental contracts at any time if it elects to do so. Occupancy by a tenant or renter under any such approved form of lease or rental contract is subject to continuing approval of the Board thereunder, which may be removed at any time by the Board for any violation by any such tenant or renter of the Rules and Regulations of the Association. IN ORDER TO PROMOTE HEALTH, SAFETY AND WELFARE OF THE PROPERTIES, THE OWNERS AND THEIR RENTAL GUESTS AND INVITEES, EACH LOT, EACH UNIT, THE BUILDING UPON EACH LOT OR WITHIN EACH UNIT, AND THE COMMON AREAS AND COMMON ELEMENTS ARE HEREBY RESTRICTED SUCH THAT THE USE AND/OR RENTAL OF ANY AND ALL LOTS AND UNITS, THE BUILDING UPON SUCH LOT OR WITHIN SUCH UNIT, AND THE COMMON AREAS AND COMMON ELEMENTS ARE HEREBY RESTRICTED SUCH THAT THE USE AND/OR RENTAL OF ANY AND ALL LOTS, UNITS AND BUILDING UPON THE LOTS OR WITHIN THE UNITS, THE COMMON AREAS AND THE COMMON ELEMENTS SHALL BE SUBJECT TO THE FOLLOWING TWO RESTRICTIONS:

- (1) Prior to occupying any Building upon any Lot or within any Unit, or making use of any part of the Common Areas or Common Elements, including, without limitation, the roads, pools, recreational amenities and parking premises, all rental guests and other invitees who are not accompanied by the Owner during their stay shall first register (hereinafter the "Registration Requirement") their names, addresses, automobile license plate numbers, if any, length of stay, and rental occupancy with the on-site access management entity (the "Company") that has been designated by Declarant to issue a door lock and fob system meeting the Central Access Requirement in item (2) of this Section. The Registration Requirement set forth herein shall also expressly apply to any and all persons entering the Association

property for purposes of providing food, beverages and other services to the Owners of Lots, Units, Buildings, their tenants, paying guests, or invitees, including, without limitation, pizza delivery, cleaning and laundry service, rental management services and/or repair and trash service.

- (2) Prior to a Building being occupied or used by a tenant, paying guest, or invitee, access through the front door of each such Building must be controlled by a door lock and fob system (hereinafter the “Centralized Access Requirement”) that has been issued by the Company and installed on the front door of the Building upon the Lot or within the Unit, which combination door lock and fob system will allow: (a) emergency access to the Building upon each Lot or within each Unit; and (b) the occupants of rental units to obtain access to those pools and other recreational amenities that are available to the occupants of rental units. No Lot, Unit or Building may be rented or occupied or accessed by a tenant, paying guests or invitees until the Registration Requirement and the Centralized Access Requirement of this Section have been met.

Section Five. Motor Homes, Trailers, Boats, etc. All vehicles will be parked on a Lot, under an Owner's Building within a Unit, or in parking spaces within the Limited Common Elements and any other Common Elements designated therefore. The Association shall have the power to impose Rules and Regulations prohibiting or otherwise controlling the storage or parking upon any portion of the Property of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices, provided, however, the Association rules regarding storage or other parking must not allow such mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices to be visible from the adjoining street.

Section Six. Lot and Unit Repurchase Option. During the Transition Period, the Declarant will have the right and option to purchase any Lot or Unit within the Property which is offered for sale by the Owner thereof, such option to be at the price and on the terms and conditions of any bona fide offer therefor which is acceptable to such Owner and which is made in writing to such Owner. The Owner will promptly submit a copy of the same to the Declarant, and the Declarant will have a period of ten (10) business days (exclusive of Saturday, Sunday and federal holidays) from and after the presentation of such offer to the Declarant in which to exercise its purchase option by giving such Owner written notice of such exercise. If the Declarant fails to respond or to exercise such purchase option within said ten (10) day period, the Declarant will be deemed to have waived such purchase option. If the Declarant responds by declining to exercise such option, and such sale to a third party is not consummated on such terms and conditions set forth in the bona fide offer within six (6) months of the date in which the offer is transmitted to the Declarant, or within the period of time set forth in such bona fide offer, whichever is later, the terms and limitations of this Article X, Section Six will again be imposed upon sale by such Owner. If the Declarant elects to purchase, the transaction will be consummated within the period of time set for closing in said bona fide offer, or within thirty (30) days following delivery

of written notice by the Declarant to such Owner of the Declarant's decision to so purchase such Lot or Unit, whichever is later.

Section Seven. Signs. Except as may be required by law or by legal proceedings, no signs or advertising posters of any kind, including, but not limited to, "For Rent," "For Sale," and other similar signs, shall be erected by an Owner, the Association, or any agent, broker, contractor or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any Building window, or within a Building and viewable through any window, or on the exterior of any improvements or on any unimproved portion of property located within the Property, without the express written permission of the Declarant during the Transition Period, and thereafter without the written permission of the Board of Directors. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the party entitled to approve the same and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this **Article X, Section Seven** shall not apply to the Declarant or to any person having the prior written approval of the Declarant. In addition, the Declarant and/or Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Elements in accordance with architectural design standards adopted therefor and approved by governmental authority with jurisdiction thereof. Notwithstanding any other provision herein, under no circumstances shall an Owner, the Association, or any agent, broker, contractor or subcontractor post any sign or other indication on a Lot, a Unit, a Building within a Unit, Limited Common Areas or Limited Common Elements, that such Lot, Unit or Building is "For Rent", "For Let", or other similar message.

ARTICLE XI **EASEMENTS**

Section One. Encroachments. If any portion of the Common Areas or Common Elements encroaches upon any Lot or Unit as a result of variances from the Site Plan and/or Survey, an easement will exist for the encroachment and for the maintenance of the same so long as the improvements comprising a portion of the Common Areas or Common Elements continue to encroach upon such Lot(s) or Unit(s). If the improvements comprising a portion of the Common Areas or Common Elements will be partially or totally destroyed as a result of fire or other casualty or a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Areas or Common Elements upon any Lot(s) or Unit(s) due to such rebuilding, will be permitted, and valid easements for such encroachments and the maintenance thereof will exist so long as the improvements remain.

Section Two. Easement for Air Space. The Owner of each Unit will have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and as said Unit may be altered or reconstructed from time to time pursuant to this Master Deed.

Section Three. Utilities, etc. There is hereby granted a blanket easement upon, across, over and under all the Property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna or CATV system and all utilities, including, but not limited to water, gas, sewers, telephones and electricity, and other forms of telecommunication and technology cabling, now existing or developed in the future. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on

the Property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. In addition, the Board of Directors will be entitled to grant additional permits, licenses, and easements over the Common Areas and Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property.

Section Four. Easement for Construction. Notwithstanding anything herein to the contrary, Declarant and persons designated by the Declarant will have an easement to enter upon and cross over the Common Areas and Common Elements for purposes of ingress and egress to all portions of the Property; to use portions of the Common Areas and Common Elements and any Lots or Units owned by the Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property; and to maintain and correct drainage of surface, roof or storm water.

Section Five. Easement for Inspection by Declarant. Notwithstanding anything herein to the contrary, Declarant and persons designated by the Declarant will have an easement to enter upon and cross over the Common Areas and Common Elements for purposes of ingress and egress to all portions of the Property; as well as an easement for reasonable access to each Lot and Unit as the Declarant may find desirable, for the inspection of the whole or any portion of the Property, its Lots, Units, the Buildings thereon or therein, the Common Areas and the Common Elements, the components and structural parts thereof, as well as their maintenance requirements and the maintenance performed thereon to the date of any such inspection. Nothing herein shall require the Declarant to perform any such inspection, but if the Declarant does undertake any such inspection, Declarant shall provide to the Board of Directors a copy of its findings or the inspection report produced therefrom. Nothing herein shall relieve the Board from engaging a professional inspector to perform an annual maintenance audit as part of the Board's annual budgeting process under **Article XI, Section Four** above.

Section Six. Easement for Sales Purposes. Declarant and persons designated by the Declarant will have an easement to maintain one or more sales offices, management offices and models throughout the Property and to maintain one or more advertising signs on the Common Areas and/or Common Elements while the Declarant is selling Lots and/or Units in the Property, or any contemplated expansion thereof. Declarant reserves the right to place model home Buildings, management offices and sales offices on any Lots, and in any Units owned or leased by Declarant and on any portion of the Common Areas or Common Element in such number, of such size and in such locations as Declarant deems appropriate. So long as Declarant will be selling Lots and Units in the Property or any contemplated expansion thereof, Declarant will have the right to restrict the use of a reasonable number of parking spaces, for purposes including, but not limited to, the providing of spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, maintenance, construction or management activities.

Section Seven. No View Easements. No view easements, express or implied, will be granted to any Owner in connection with the conveyance of a Lot or Unit to such Owner.

Section Eight. Landscape Maintenance Easement. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association, and to all contractors and subcontractors of the Association, an easement to enter upon the exterior of any Lot(s) or Unit(s) for the purpose of installing, maintaining, and replacing landscaping improvements within the Lot or Unit which shall be the responsibility of the Association, other than landscaping improvements within a privacy fence within any Lot or Unit, which will remain the obligation of the Owner at the Owner's expense, and without any deduction or credit for assessments against such Lot or Unit by the Association.

Section Nine. Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Property in any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this **Article XI, Section Nine** will be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

ARTICLE XII
THE DEVELOPMENT PLAN FOR THE PROPERTY

Section One. Phase I. Phase I of the Property is initially composed of Thirty-two (32) single family detached Lots, known as Lots 1 through 16, Lots 49 through 62, and Lots 79 through 81, as well as the Common Areas, Eight (8) single family attached Lots, known as Lot 1A through Lot 8A as well as the Common Areas, and Twenty-two (22) Units, known as Unit B-1 through Unit B-22, as well as the Common Elements and Limited Common Elements, and is more fully described in the herein and on **Exhibit "H"** attached hereto, as well as in the Site Plan. Each of the Lots and each of the Units shall have one (1) Building constructed therein and thereon.

Section Two. Reservation of Right to Expand and Contract. Anything to the contrary contained in this Declaration and Master Deed notwithstanding, at any time on or before January 1, 2033, the Declarant will be entitled, but not required, to expand the property which is the subject of this Declaration and Master Deed by including any of the property described in **Exhibit "C"** attached hereto, and to contract the property which is subject to this Declaration and Master Deed in accordance with these expansion and contraction rights as provided in **Article I, Section Three**, above and in this **Article XII, Section One**.

(a) **Contraction; Withdraw of Unimproved Common Areas and/or Common Elements.** During the period in which the Class C membership exists, the Declarant is entitled to subdivide portions of the Common Areas and/or Common Elements from the Properties, upon which no Lots or Units have been created, and to remove the subdivided portion from the application of this Declaration and Master Deed by filing one or more amendments to this Declaration and Master Deed including amendments to the Exhibits where necessary (a "Contraction Amendment"). A Contraction Amendment will be executed solely by the Declarant for itself and as attorney in fact for all Owners and shall be effective upon recording in the Horry County Public Registry.

Section Three. Declarant's Reservation of Right to Modify Owned Lots and Units. The Declarant shall have the right, so long as it owns any Lot or Unit, to modify each such Lot or Unit and the Building upon or within, provided, however, the aggregate Percentage Interest assigned to the Units so affected will not change. The Declarant shall effect such modification for a Lot by filing an amended plat ("Lot Modification Plat"), and for a Unit by filing an amendment executed solely by the Declarant for itself and as attorney in fact for all Owners (a "Unit Modification Amendment"). A Lot Modification Plat or a Unit Modification Amendment will be effective upon recording such amendment in the Horry County Public Registry.

Section Four. Amenities; Required Expansion. Amenities may be constructed as part of the expansion of the property which is subject to this Declaration and Master Deed, but the Declarant shall not be required to do so. Any Amenities shall be constructed at the option of the Declarant in its sole and absolute discretion and no covenant, representation or warranty is made herein that any Amenities will be constructed. No Owner will have the right to require construction or addition of any land, Amenities, Lots, Units, Buildings, or other improvements or property under any circumstances.

Section Five. Assignability of Rights. The Declarant may assign the rights reserved in this **Article XII** to any person or entity by an instrument recorded in the Horry County Public Registry.

Section Six. Application of Declaration and Master Deed. Any Expansion Amendment, Contraction Amendment, Lot Modification Plat or Unit Modification Amendment (collectively, "Declarant Amendments") may be filed separately or in concert as one amendment. Upon the filing of a Declarant Amendment prescribed by herein, all definitions contained in the Declaration and Master Deed will be deemed amended to the extension necessary to cause the addition of real property and the improvements described in such amendment to be treated as fully an integral part of the property which is subject to the Declaration and Master Deed.

Section Seven. No Consent Required. Subject to the time limit set forth in herein, the Declarant, its successors and assigns, will have the absolute right to effect an expansion or contraction of the property which is subject to the Declaration and Master Deed, or a modification of a Lot or Unit in accordance with this **Article XII** and to file Declarant Amendments to this Declaration and Master Deed without any action or consent on the part of any Owner or Mortgage holder; provided, however, that to the extent any action on the part of any Owner is required by any third party to assure the expansion of the property which is subject to the Declaration and Master Deed as provided in this **Article XII**, each Owner, in accepting a deed to a Lot or Unit, agrees to undertake such actions and/or provide such consents as are reasonably requested, and expressly appoints the Declarant his due and lawful attorney in fact with full power of substitution, to execute all documents reasonably required to evidence the requisite action or consent.

Section Eight. Multiple Ownership. No Lot, Unit or Building located upon or within property which is subject to this Declaration and Master Deed will be: (a) used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for State of South Carolina, as amended, Section 27-32-10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership by an Owner (including fractional ownership plans); (b) used for, in conjunction with and/or as an advertised

part of any time share exchange program which makes available as accommodations the Lot, Unit or Building, and which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Plan, without the prior written consent of the Declarant during the period of Class C membership, and thereafter by the Board of Directors of the Association; or (c) used as accommodations for time share or fractional sale prospects of any person, without the prior written consent of the Declarant during the period of Class C membership and thereafter by the Board of Directors of the Association.

ARTICLE XIII **TRANSITION PROVISION**

Section One. Appointment of Directors and Officers. The Declarant shall have the right to appoint or remove any or all members of the Board of Directors and any or all officers of the Association until such time as the last of the following dates:

(a) (i) When the total votes outstanding in Class A and Class B membership equal the total votes outstanding in Class C membership; (ii) When Declarant no longer owns any portion of the Property or the Additional Property; (iii) January 1, 2033; or (iv) the date the Declarant surrenders its authority to appoint directors of the Association by an express amendment to any Declaration and Master Deed executed and filed of record by the Declarant.

Section Two. Special Meeting to Elect Board. Within sixty (60) days after the date on which Owners other than the Declarant become entitled pursuant to this Article XIII to elect members of the Board of Directors of the Association, the Association will call, and give not less than thirty (30) days and not more than sixty (60) days notice of, a special meeting of the Members to elect the Board of Directors. The existing board members appointed by the Declarant shall remain on the Board of Directors with full authority and control until their elected successors take office. In the event such an appointed board member is no longer able or willing to serve prior to his or her elected successor takes office, the Declarant may appoint an interim board member until such elected successor takes office.

Section Three. Cooperation. The Association will cooperate with the Declarant to the extent reasonably requested by the Declarant during and after the Transition Period and promote the completion of construction of all improvement comprising a portion of the Common Areas, Common Elements and Buildings within the Units as well as the sale and marketing of unsold Lots, Units and Buildings on the Properties.

Section Four. Controlling Provisions. In the event of my inconsistency between this Article XIII and the other provisions of this Declaration and Master Deed, this Article XIII will be controlling and binding on all parties having an interest in the Association or the Properties.

ARTICLE XIV **ALTERNATIVE DISPUTE RESOLUTION**

Section One. Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Declarant, Association, Owners, and any person not otherwise subject to this Declaration and Master Deed who agrees to submit to this Article XIV (collectively, "Bound Parties") agree

to encourage the amicable resolution of disputes between and among themselves involving the Declaration and Master Deed, the Property or the Properties, and to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances and disputes (including those in the nature of counterclaims or cross-claims) between Bound Parties involving the Declaration and Master Deed, Property, Properties, Lots, Units, or Buildings, including without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement thereof (collectively "Claims"), except for "Exempt Claims" under Section Two are subject to the procedures set forth in Section Three.

Section Two. Exempt Claims. The following Claims ("Exempt Claims") are exempt from the provisions of Section Three:

(a) any suit by the Association against any Bound Party to enforce any Assessments or other charges hereunder; and

(b) any suit by the Association or under the Master Declaration to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association or under the Master Declaration until the matter may be resolved on the merits pursuant to Section Three below; and

(c) any suit between Owners which does not include the Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association and the Property; and

(d) any alternative dispute resolution mediation or arbitration between an Owner and the Declarant pursuant to the Real Estate Purchase Agreement between them or with respect to the Lot or Unit upon which are within which a Building is constructed and sold as part of the Lot or Unit thereunder; and

(e) any suit in which an indispensable party is not a Bound Party; and

(f) any suit which otherwise would be barred by any applicable statute of limitation; and

(g) any suit involving a matter which is not an Exempt Claim under (a) or (b) above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section Three below.

Any Bound Party having an Exempt Claim may submit to the alternative dispute resolution procedures set forth in Section Three, but there is no obligation to do so.

Section Three. Mandatory Procedures for Non-Exempt Claims. Any Bound Party having a Claim ("Claimant") against a Bound Party involving the Declaration and Master Deed, or all or any combination of them ("Respondent"), other than an Exempt Claim under Section Two, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the procedures set forth in Exhibit "F", and then only to enforce the results thereof.

Section Four. Litigation. No judicial or administrative proceeding with an amount in controversy exceeding \$25,000.00, will be commenced or prosecuted by the Association unless approved by seventy-five percent (75%) or more votes of the entire Association, by referendum or at a duly held meeting of Members called for the purpose of approving the proceeding, which percentage will also constitute the quorum required for any such meeting. This **Section** will not apply, however, to (a) actions brought by the Association to enforce the collection of assessments, including the foreclosure of liens, as well as the enforcement of other provisions of the Declaration and Master Deed, except where it is asserted that the Declarant is in violation of any provision of the Declaration and Master Deed other than a violation of its requirement to pay Assessments or to fund operating shortfalls; (b) proceedings involving challenges to ad valorem taxation; (c) counterclaims brought by the Association in proceedings instituted against it; or (d) actions brought by the Association to enforce written contracts with its suppliers and service providers. This **Section Four** will not be amended unless the amendment is approved by both the Declarant and the requisite percentage of votes of Members of the Association, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this **Article XIV** and the procedures therefore set forth in **Exhibit "F"**, if applicable.

Section Five. Miscellaneous Alternative Dispute Resolution Provisions.

(a) **Conflicting Provisions.** Any conflict of discrepancy between the terms and conditions set forth in this **Article XIV** and the procedures set forth in **Exhibit "F"** and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, and procedures and remedies set forth herein and **Exhibit "F"** will control.

(b) **TIME IS OF ESSENCE.** All periods of time set forth herein or calculated pursuant to provisions of this **Article XIV** will be strictly adhered to. **TIME BEING OF THE ESSENCE** hereof.

ARTICLE XV
GENERAL PROVISIONS

Section One. Adherence to Provisions of Declaration and Master Deed, Bylaws and Rules and Regulations. Every Owner who rents his Building upon a Lot, or his Unit must post inside his Building or Unit a list of the Rules and Regulations of the Association applicable thereto. Any rental agency handling an Owner's rental must further agree to abide by the Rules and Regulations and will be responsible for informing persons renting through its agency of any breaches of the Rules and Regulations by said persons and for taking any and all necessary corrective action. Should a particular agency or person continue not to take corrective action against the renters it has contracted with, or refuse to cooperate with the Association in the enforcement of its Rules and Regulations or other provisions of the Regime Documents, the Association may require the Owner to cease using the services of that particular rental agency. Refusal to do so may result in fines against the Owner in an amount to be determined by the Board of Directors. Any fines will be added to and become part of the Assessment against the Lot or Unit and the Owner.

Section Two. Amendment. Amendments to this Declaration and Master Deed, except Declarant Amendments set forth in Article XI and as herein expressly provided to the contrary, will be proposed by the Board of Directors in accordance with the following procedure:

(a) **Notice.** Notice of the subject matter of the proposed amendment or amendments will be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered.

(b) **Adoption.** The Declaration and Master Deed may be amended at any time from time to time at a meeting of the Association called in accordance with the Bylaws and this Declaration and Master Deed upon the vote of Members holding sixty-seven percent (67%) or more of the total vote in the Association; provided, however, that if the Association will vote to amend the Bylaws in any respect, such amendment will be set forth in an amendment to this Declaration and Master Deed and will be valid only when approved by Members holding not less than sixty-seven percent (67%) of the total votes in the Association.

(c) **Nondiscrimination.** Irrespective of the foregoing, no amendment will (i) alter the Percentage Interest applicable to each Lot or Unit (except as permitted in accordance with provisions hereof); (ii) discriminate against any Owner or against any Lot or Unit or class or group of Lots or Units, unless in each instance all Owners adversely affected thereby expressly consent thereto in writing.

(d) **Necessary Amendments.** Notwithstanding any other provisions of this Declaration and Master Deed to the contrary, if any amendment is necessary during the Transition Period in the judgment of the Board to cure any ambiguity or to correct or supplement provisions of this Declaration and Master Deed that are defective, missing or inconsistent with any other provision thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary Mortgage market lenders, guarantors or insurers with respect to condominium projects, then at any time and from time to time the Board may effect an appropriate corrective amendment without requiring the vote of the Members.

(e) **Recording.** A copy of each amendment provided for in this Article XV will be certified by the Association as having been duly adopted and will be effective when recorded.

(f) **Approval of the Declarant.** In recognition of the fact that certain provisions of this Declaration and Master Deed are for the benefit of the Declarant, no amendment in derogation of any right reserved or granted to the Declarant by provisions of this Declaration and Master Deed may be made without the written approval of the Declarant and any attempt at such shall be a nullity and without affect on the terms, provisions, rights and reservations within this Declaration and Master Deed until such written approval has been obtained and recorded with the amending instrument. Except with respect to Declarant Amendments, the Declarant's written consent, to be withheld in its sole and absolute discretion, shall be required for any amendment to this Declaration

and Master Deed to be effective during the Transition Period and such written consent must be attached to the instrument and recorded therewith.

Section Three. Termination. The property which is subject to Master Deed portions of this Declaration and Master Deed may be terminated as a horizontal property regime and sold only if all the Members holding not less than Ninety (90%) percent of the Total Percentage Interest vote to terminate the Regime at an Association meeting duly called for such purpose and the consent of all Mortgagees of record. However, until all the Property is sold and the proceeds thereof distributed, the Association shall continue in existence with all powers that it had before the termination. Following the termination of the Regime:

(a) Title to the Land and improvements thereon shall vest in the Association as trustee for the holders of all interests in the Units;

(b) The undivided interest of each Owner in the Property will be a percentage equal to the Percentage Interest appurtenant to the Unit theretofore owned by the Owner. However, in the event there is a Building having value or there are other valuable improvements remaining on some Units which are owned by such Unit Owners and affixed to the Property, the Board of Directors will order an independent professional appraisal of all the Property and such improvements thereon (including the Owner's Building and other improvements within his/her/its respective Units) and the Board of Directors, in consultation with the appraiser, shall mutually adjust such percentage interests in the Property to fairly compensate those Unit Owners who will be contributing valuable improvements on the Property in trust to be sold by the Association as provided herein;

(c) The Association will proceed to satisfy all of its liabilities and convert all of its assets to cash, which will be deposited with the Association or the Association's designated Trustee;

(d) The proceeds from the sale of the Property, the liquidation of the assets of the Association and the insurance proceeds related to the damage or destruction to the Common Elements will be considered one fund which, after paying the reasonable expenses of the Trustee, will be distributed to all the Owners and their respective Mortgagees and other lienholders as their interests may appear in percentages equal to the Percentage Interests of said Owners as maybe modified pursuant to **Section Three (b)**. Distributions to such Owners and their Mortgagees will be made pursuant to the Bylaws of the Association.

Section Four. Covenants Running with the Land. All provisions of this Declaration and Master Deed will be construed to be covenants running with the land, and with every part hereof and interest therein, including, but not limited to every Unit and the appurtenances thereto; and each and every provision of this Declaration and Master Deed will bind and inure to the benefit of the Developer and all Owners and claimants of the Association or the Regime or any part thereof or interest therein, and their heirs, executors administrators, successors and assigns.

Section Five. Enforcement. Each Owner will comply strictly with the Association and Regime Documents, as the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and Master Deed and in the deed to his Lot or Unit. Failure to comply with any of the same will be grounds for an action to recover sums due for damages or injunctive relief or for all three maintainable by the Board of Directors on behalf of the Association or by any aggrieved Owner. In addition, the rights of any Owner or lease of an Owner, the families, invitees or guests to use and to enjoy the Common Areas or Common Element may be suspended by the Board of Directors for continued violation of the Association or Regime Documents. Failure by the Association or any Owner to enforce any of the forgoing will in no event be deemed a waiver of the right to do so thereafter.

(a) **Authority and Enforcement.** Upon the violation of the Association or Regime Documents, including, without limitation, the failure to timely pay any Assessments, the Board will have the power (i) to impose reasonable monetary fines which will constitute an equitable charges and a continuing lien as a specific Assessment, (ii) to suspend an Owner-Member's right to vote in the Association, or (iii) to suspend an Owner's, or Lot or Unit occupant's right to use any of the Common Areas or Common Elements. The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the private roads and streets constituting Common Areas or Common Elements will not be terminated hereunder. An Owner, or Lot or Unit's occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner, or Lot or Unit's occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

(b) **Procedure.** Except with respect to the failure to pay Assessments, the Board will not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Project for violations of the Regime Documents, unless and until the Board has given notice to the Owner responsible for such violation and such Owner has been given reasonable opportunity to correct a violation that may be cured. No such notice and cure period need be given for continuing violations of the same provision in this Declaration and Master Deed or of the same Rule or Regulation of the Association.

Section Six. Severability. All provisions of this Declaration and Master Deed and all of the Association and Regime Documents will be construed in a manner that complies with the laws, specifically including the Act, to the fullest extent possible. If all or any portion of any provision of this Declaration and Master Deed or any other Association or Regime Documents will be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision hereof or thereof, and such provision will be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

Section Seven. Gender or Grammar. The singular whenever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be

assumed as though in each case fully expressed. In addition, the use of the terms "herein" or "hereof" will mean this Declaration and Master Deed and not merely the Section or paragraph in which such term is utilized.

Section Eight. Headings. All Section headings are utilized merely for convenience and will not restrict or limit the application of the respective Sections.

Section Nine. Powers of Attorney. By acceptance of a deed or other conveyance of an interest in a Lot or Unit, all Members do hereby grant, and if further required, do agree to vote in a manner to provide to, and to ratify and confirm retention by, Declarant of Declarant's rights under this Declaration and Master Deed, including, without limitation, the right to amend this Declaration and Master Deed in accordance with the provisions hereof. In connection with this voting agreement, each Member appoints Declarant as proxy for such member with full power of substitution to vote for the Member on all such matters on which the Member may be entitled to vote, and with respect to which there is a reservation or designation of voting rights in Declarant under this Declaration and Master Deed, and with all powers which the member would possess if personally present at any meeting of Members. Such appointment will be, upon acceptance of a deed or other conveyance by the Member and without the necessity of further action by the Declarant or the member, a power coupled with an interest and will be irrevocable. Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Member is recorded in the Horry County Registry. This irrevocable proxy will automatically terminate upon the termination of the Declarant's Transition Period. The within voting agreements and proxy are in addition to, and not in substitution of, all rights of Declarant herein provided, which will run with the land.

Section Ten. Lot or Unit Deeds. In accepting a deed to any Lot or Unit, the grantee will be deemed to have accepted and agreed to all terms and conditions contained in this Declaration and Master Deed and the Exhibits, as amended, and further agrees to execute any and all documents reasonably requested by the Declarant or the Association from time to time to expressly evidence the foregoing.

Section Eleven. Conflicts. In the case of any conflict between the Articles of Incorporation and the Declaration and Master Deed, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and Master Deed and the Bylaws, the Declaration and Master Deed shall control; and in the case of any conflict between the Declaration and Master Deed and any required term or condition imposed by the laws of South Carolina, including the Horizontal Property Regime Act, upon the Association and/or the governance of the Association or the Regime that is at variance with the Declaration and Master Deed and is a mandatory provision of such law or the Act, the provisions of the law or the Horizontal Property Regime Act shall control.

ARTICLE XVI
EXHIBITS

Section One. Exhibits Attached. The following Exhibits are attached hereto and incorporated verbatim in this Declaration and Master Deed by reference as fully as if set forth herein.


<u>Description</u>	<u>Identification</u>
Description of Property	A
Description of Master Deed Property	B
Description of Expansion Property	C
Articles of Incorporation of Association	D
Bylaws of the Association	E
Alternative Dispute Resolution Procedures	F
Percentage Ownership in Common Elements	G
Description of Units	H
Engineer's Certificate	I

IN WITNESS WHEREOF, Declarant has caused this Declaration and Master Deed to be executed to be effective as of this 1st day of November, 2013.


WITNESSES:

DECLARANT:

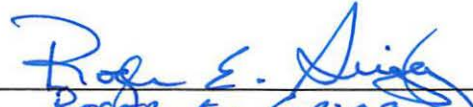
**BV RETREAT DEVELOPMENT CO., INC., a
South Carolina corporation**



Witness #1



Witness #2

By: 
Name: ROGER E. GRIGG
Its: PRES.

[SEAL]

Exhibit "A"

Description of Property

ALL AND SINGULAR those certain pieces, parcels or lots of land, lying and being in the City of North Myrtle Beach, Horry County, South Carolina being described as **LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 45, LOT 46, LOT 47, LOT 48, LOT 49, LOT 50, LOT 51, LOT 52, LOT 53, LOT 54, LOT 55, LOT 56, LOT 57, LOT 58, LOT 59, LOT 60, LOT 61, LOT 62, LOT 79, LOT 80, LOT 81, LOT 82, LOT 83, LOT 84, LOT 85, LOT 86, LOT 87, LOT 88, LOT 89, LOT 90 AND LOT 91** as shown on that plat entitled "**THE RETREAT @ BAREFOOT VILLAGE – PHASE 1A, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, BONDED FINAL PLAT**", prepared for BV Retreat Development Co., Inc., by DDC Engineers, Inc., dated August 27, 2013 and recorded November 4, 2013 in Plat Book 259 at Page 261, in the public records of Horry County, South Carolina, which plat is referenced as forming a part of this description.

SUBJECT TO those certain exceptions set forth in that certain Deed from Atlas SC I SPE, LLC to Leonard, Grigg & Associates, LLC, dated March 29, 2012 and recorded March 29, 2012 in Deed Book 3575 at Page 2748, in the Office of the Register of Deeds for Horry County, South Carolina.

This being a portion of the property conveyed to BV Retreat Development Co., Inc. by Deed of BV Capital, LLC dated October 16, 2013 and recorded October 17, 2013 in Deed Book 3692 at Page 576 and by Corrective Deed of BV Capital, LLC dated November 18, 2013 and recorded November 4, 2013 in Deed Book 3695 at Page 3058 public records of Horry County, South Carolina.

TMS No.: Portion of 156-00-01-351 (Parent).

Exhibit "B"

Description of Master Deed Property

ALL that certain piece, parcel or tract of land situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as **657,030 +/- SQ. FT., 15.08 +/- ACRES**, on a plat entitled "**MAP OF 15.08 +/- ACRES OF LAND, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, FINAL SUBDIVISION PLAT**" prepared for BV Retreat Development Co., Inc. by DDC Engineers, dated October 28, 2013 and recorded October 30, 2013 in Plat Book 259 at Page 251, public records of Horry County, South Carolina ; having the boundaries and measurements as set forth on said plat, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

SUBJECT TO those certain exceptions set forth in that certain Deed from Atlas SC I SPE, LLC to Leonard, Grigg & Associates, LLC, dated March 29, 2012 and recorded March 29, 2012 in Deed Book 3575 at Page 2748, in the Office of the Register of Deeds for Horry County, South Carolina.

LESS AND EXCEPTING THEREFROM:

ALL AND SINGULAR those certain pieces, parcels or lots of land, lying and being in the City of North Myrtle Beach, Horry County, South Carolina being described as **LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 45, LOT 46, LOT 47, LOT 48, LOT 49, LOT 50, LOT 51, LOT 52, LOT 53, LOT 54, LOT 55, LOT 56, LOT 57, LOT 58, LOT 59, LOT 60, LOT 61, LOT 62, LOT 79, LOT 80, LOT 81, LOT 82, LOT 83, LOT 84, LOT 85, LOT 86, LOT 87, LOT 88, LOT 89, LOT 90 AND LOT 91** as shown on that plat entitled "**THE RETREAT @ BAREFOOT VILLAGE – PHASE 1A, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, BONDED FINAL PLAT**", prepared for BV Retreat Development Co., Inc., by DDC Engineers, Inc., dated August 27, 2013 and recorded November 4, 2013 in Plat Book 259 at Page 261, in the public records of Horry County, South Carolina, which plat is referenced as forming a part of this description.

TOGETHER WITH those certain pieces, parcels of lots of land, lying and being in the City of North Myrtle Beach, Horry County, South Carolina being described as **WHITE IRIS DRIVE (50' PUBLIC R/W), TIDEWATCH WAY (50' PUBLIC R/W), AND OPEN SPACE #2 (93,879 +/- SF, 2.16 +/- AC.)** as shown on that plat entitled "**THE RETREAT @ BAREFOOT VILLAGE – PHASE 1A, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, BONDED FINAL PLAT**", prepared for BV Retreat Development Co., Inc., by DDC Engineers, Inc., dated August 27, 2013 and recorded November 4, 2013 in Plat Book 259 at Page 261, in the public records of Horry County, South Carolina, which plat is referenced as forming a part of this description.

This being a portion of the property conveyed to BV Retreat Development Co., Inc. by Deed of BV Capital, LLC, dated October 16, 2013 and recorded October 17, 2013 in Deed Book 3692 at Page 576 and by Corrective Deed of BV Capital, LLC, dated November 4, 2013 and recorded

November 4, 2013 in Deed Book 3695 at Page 3658 in the Office of the Register of Deeds for Horry County, South Carolina.

TMS No.: Portion of 156-00-01-351 (Parent)

Exhibit "C"

Description of Expansion Property

ALL that certain piece, parcel or tract of land situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, and being shown and delineated as **LOT 2B**, containing **52.96 ACRES**, more or less, on an unrecorded survey entitled "Map of Lots 2A-1, 2B, 2-3W & 2-4W, Asbuilt Survey" prepared for BB&T by DDC Engineers, dated August 11, 2010; having the boundaries and measurements as set forth on said survey, reference being craved thereto as often as is necessary for a more complete and accurate legal description.

AND SUBJECT TO those certain exceptions set forth in that certain Deed from Atlas SC I SPE, LLC to Leonard, Grigg & Associates, LLC, dated March 29, 2012 and recorded March 29, 2012 in Deed Book 3575 at Page 2748, in the Office of the Register of Deeds for Horry County, South Carolina.

This being the same property conveyed to Barefoot Village Investments, LLC by Deed of Leonard, Grigg & Associates, LLC, recorded May 11, 2012 in Deed Book 3583 at Page 2827, in the Office of the Register of Deeds for Horry County, South Carolina.

TMS No.: 156-00-01-147

Exhibit "D"

Articles of Incorporation

Attached hereto (3 pages).

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

STATE OF SOUTH CAROLINA SECRETARY OF STATE

OCT 17 2013

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

Mark Hammond SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

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

1. The name of the nonprofit corporation is Barefoot Retreat Homeowners Association, Inc.

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is 4605 B Oleander Drive, Suite 202 Myrtle Beach, Horry County, South Carolina 29577

The name of the registered agent of the nonprofit corporation at that office is Robert S. Guyton

I hereby consent to the appointment as registered agent of the corporation. Agent's Signature

- 3. Check "a", "b", or "c" whichever is applicable. Check only one box. a. [] The nonprofit corporation is a public benefit corporation. b. [] The nonprofit corporation is a religious corporation. c. [X] The nonprofit corporation is a mutual benefit corporation.

- 4. Check "a" or "b", whichever is applicable. a. [X] This corporation will have members. b. [] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 3500 North Kings Highway Myrtle Beach, Horry County, South Carolina 29577

NP - Domestic - Artic

131018-0122 FILED: 10/17/2013 BAREFOOT RETREAT HOMEOWNERS ASSOCIATION, INC. Filing Fee: \$25.00 ORIG

Form Revised by the South Carolina Secretary of State, March 2012



Mark Hammond

South Carolina Secretary of State

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

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

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

OR

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

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

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

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

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

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

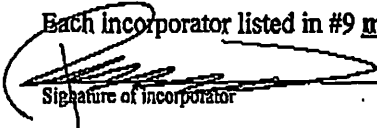
9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

Robert S. Guyton	4605 B Oleander Drive, Suite 202, Myrtle Beach, SC	29577
Name	Address	Zip Code
Name	Address	Zip Code
Name	Address	Zip Code

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

Name (only if named in articles)	Signature of director
Name (only if named in articles)	Signature of director
Name (only if named in articles)	Signature of director

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


 Signature of incorporator

Signature of incorporator

Signature of incorporator

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

Filing Checklist

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

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:

BAREFOOT RETREAT HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation duly organized under the laws of the State of South Carolina on October 17th, 2013, 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 18th day of October, 2013.


Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

Exhibit "E"

By-Laws of the Association

BYLAWS
OF
BAREFOOT RETREAT HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is BAREFOOT RETREAT HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3500 North Kings Highway, Myrtle Beach, South Carolina 29577, but meetings of members and directors may be held at such place or places within the State of South Carolina, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to BAREFOOT RETREAT HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3. "Common Element" shall mean all real property owned by the horizontal property regime or the Association for the common use and enjoyment of the Owners of Units.

Section 4. "Declarant" shall mean and refer to BV Retreat Development Co., Inc., its successors and assigns, if such successors or assigns should acquire all of the Declarant's interest in the Properties.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions and Master Deed applicable to the Properties recorded in the Office of the Register of Deeds of Horry County.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area and shall include all improvements thereon.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. “Transition Period” shall mean the period beginning at the end of the Class C Control Period and ending on the election by the Members of an independent Board of Directors having control of and authority over the Association and following the termination of the authority of the Declarant to appoint the Directors of the Association.

Section 11. “Unit” shall mean shall mean and refer to any unit created by master deed upon any portion of the Properties, with the exception of the Common Elements and shall include all improvements thereon.

ARTICLE III MEETING OF MEMBERS

Section 1. **Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of conveyance of the first unit to a homeowner, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 p.m., or such other day and time as may be established by the Board of Directors, provided at least one such Annual Meeting shall occur in each calendar year following the first annual meeting. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by (i) mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member’s address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice; or (ii) electronic mailing a copy of such notice, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member’s electronic mail address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, either (i) or (ii) being deemed “written notice” for purposes of these By-laws; provided, however, that written notice of any meeting called for the purpose of taking any action where notice of more than fifteen (15) days is required before such

meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the date and time scheduled for any meeting for which a proxy is to be used. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by an initial Board of three (3) Directors who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws. At the first annual meeting following the expiration of the Class C Control Period, the number of Directors may be increased to five (5), each of which shall be Members of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>OFFICE</u>
_____	President
_____	Vice-President
_____	Secretary/Treasurer

Address of each initial Director/Officer:

Section 2. Term of Office. At the first annual meeting following the expiration of the Class C Control Period, the members shall elect approximately one-half of the Directors for a term of one (1) year and approximately one-half of the Directors for a term of two (2) years, and at each annual meeting thereafter, the members shall elect for a term of two (2) years the number of Directors whose terms are expiring. In the event there are an odd number of Directors elected at the first annual meeting, the odd number above one-half shall be elected for a term of one (1) year.

Section 3. Removal. Any director may be removed by the Board, with or without cause, by a majority vote of the members of the Association. In addition, a director who remains delinquent in the payment of his or her dues, or is otherwise not in good standing as a member of

the Association, may be removed by a majority vote of the remaining members of the Board. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. **Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor by members at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held not less than semi-annually, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

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

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by at least five (5%) percent of the votes of the Class A members;

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

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) cause the Common Area to be maintained;

(i) cause the exterior of the dwellings to be maintained.

Section Three. Restriction Against Delegation. Notwithstanding anything else herein, the Board may not delegate the powers set forth in Section One (a), (b), (c) and (d) above, nor may the Board delegate its Duties set forth in Section Two (b), (c)(1), (c)(3) and (e) above.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall, at all times, be members of the Board of Directors; a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he/she shall sooner resign, shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and absent some resolution from the Board of Directors specifying otherwise shall co-sign all checks and promissory notes.

Vice President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board. The secretary may delegate some of the responsibilities set forth above to any professional management company employed by the Association for the management of the Association and communication with the members of the Association.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; absent some resolution from the Board of Directors specifying otherwise shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members. The treasurer may delegate some of the responsibilities set forth above to any professional management company employed by the Association for the management (including the financial management) of the Association and communication with the members of the Association.

ARTICLE IX
COMMITTEES

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

ARTICLE X BOOKS AND RECORDS

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

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration and Master Deed, each Member is obligated to pay to the Association monthly and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any late charge, interest or other penalty shall be applied in accordance with the Declaration and Master Deed. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Common Element or abandonment of his Lot or Unit.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words: BAREFOOT RETREAT HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Board by a vote of a majority of a quorum of directors. To the extent an amendment imposes additional financial obligations on the part of members and such amendment requires the vote of members pursuant to the laws of the State of South Carolina, such amendment shall require the vote of members, and shall be effective on the vote of a majority of a quorum of Members present in person or by proxy at a regular or special meeting of the members, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of Barefoot Retreat Homeowners Association, Inc., a South Carolina nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on November 13, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13 day of November, 2013.



ROGER E. GRIGG, President

Exhibit "F"

ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

1. **Mandatory Procedures for Non-Exempt Claims.** Any Claimant with a Claim against a Respondent shall comply with the following procedures.

1.1 **Notice.** Within a reasonable time after the Claim in question has arisen, and each event prior to the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitation, Claimant will notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

(a) The nature of the Claim, including applicable date, time, location, Persons involved, Respondent's role in the Claim and the provisions of the Regime Documents or other authority out of which the Claim arises.

(b) What Claimant wants respond to do or not to do to resolve the Claim; and

(c) That Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the Claim.

1.2 **Negotiation.**

(a) Each Claimant and Respondent (the "Parties") will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation, not later than 30 days following the Notice, unless otherwise agreed by the Parties.

(b) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint an attorney licensed to practice law in the State of South Carolina to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes his or her efforts will be beneficial to the Parties. Such an attorney will have been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments and will not have a conflict of interest with any of the Parties.

1.3 **Final and Binding Arbitration.** If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiation"), a Claimant will have 30 days within which to submit the Claim to binding arbitration under the auspices and the Commercial Arbitration Rules of the American Arbitration Association; and in accordance with the substantive and procedural laws of the state of South Carolina, except as said rules, procedures and substantive laws are applied otherwise as follows:

(i) Unless the parties mutually set another date, within ten (10) days following Termination of Negotiation, Claimant and Respondent will jointly select one arbitrator, whose decision will be absolutely binding on all Parties; provided, however, if

Claimant and Respondent are unable to jointly select one arbitrator within said ten (10) day period, or on or before any later day set by them by which to select an arbitrator, the arbitrator will be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in Horry County, South Carolina before a neutral person who is a member of the Bar of the State of South Carolina, who has been actively engaged in the practice of law for at least fifteen (15) years, specializing in commercial transactions with substantial experience in planned real estate developments, and who has no conflict of interest with any Party. The arbitrator may award any remedy or relief that a court of the State of South Carolina could order or grant, including, without limitation, specific performance of any obligation created under the Regime Documents, or the issuance of an injunction, as well as the imposition of sanctions for abuse or frustration of the arbitration process; provided, however, the arbitrator will have no authority to award punitive damages or any other damages not measured by actual damages of the "Prevailing Party," as said term is hereinafter defined, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Regime Documents.

(ii) In the event Claimant does not submit the Claim to binding arbitration as aforesaid, the Claim is deemed abandoned, and Respondent is released and discharged from any and all liability to Claimant arising out of the Claim; provided, nothing herein will release or discharge Respondent from any liability to a Person not a Party to the foregoing proceedings, or the mandatory requirements of this Paragraph with respect to any subsequently arising new dispute or claim by the Claimant which is identical or similar to the Claim previously deemed abandoned under this Paragraph.

This Paragraph is an agreement of the Bound Parties to arbitrate all Claims against Respondent, except Exempt Claims, and is specifically enforceable under South Carolina law. The arbitration award (the "Award") is final and binding on the Parties, and judgment upon the Award rendered by the arbitrator may be entered upon it in any court of competent jurisdiction.

2. **Allocation of Costs of Resolving Claims.**

2.1 **Costs of Notice and Negotiations.** Each Party will bear all of its own costs incurred prior to and during the proceedings described in Paragraphs 1.1 and 1.2, including the fees of its attorney or other representative. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Paragraph 2.2, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Board is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.

2.2 **Arbitration Costs.** In the event the Claim proceeds to arbitration pursuant to Paragraph 1.3, the "Prevailing Party." As hereinafter defined, will receive from the non-Prevailing Party, all of its costs and expenses, including reasonable expert and attorney's fees, incurred from commencement of selection of the arbitrator under Paragraph 1.3 to the issuance of the Award. Furthermore, the non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed by American Arbitration Association pursuant to Paragraph 1.3, whose compensation will be at a rate equal to his or her

then current regular hourly billing rate, unless the American Arbitration Association is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses. The "Prevailing Party" will be determined as follows:

(a) Not less than five (5) days prior to the first day of the proceeding, a Party or Parties may file and serve on the other Party(ies) an offer of settlement, and within three (3) days thereafter the Party(ies) served may respond by filing and serving such Party(ies) its own offer of amount which the Party(ies) serving the settlement offer is/are willing to agree constitutes a settlement of all claims in dispute, including the Claim and all counterclaims.

(b) An offer of settlement is considered rejected by the recipient unless an acceptance, in writing, is served on the Party(ies) making the offer prior to the first day of the proceeding.

(c) If an offer of settlement is rejected, it may not be referred to for any purpose in the proceeding, but may be considered solely for the purpose of awarding fees, costs and expenses of the proceeding under Paragraph 2.2, and as provided in this Paragraph.

(d) If the Claimant makes no written offer of settlement, the amount of the Claim made or asserted by the Claimant during the action is deemed to be such Claimant's final offer of settlement hereunder.

(e) If the Respondent makes no written offer of settlement, the final offer of settlement by the Respondent will be the amount asserted during the action to be due in satisfaction of the Claimant's Claim, otherwise the Respondent's offer of settlement hereunder is deemed to be zero.

(f) If the Respondent asserts a counter claim, then offers of settlement shall take into consideration such counterclaim in the manner provided. Furthermore, any Award shall also take into account such counterclaim.

(g) The Party(ies) whose offer, made or deemed made, is closer to the Award granted in the proceeding is considered the "Prevailing Party" hereunder. If the difference between Claimant's and Respondent's offers and the Award is equal, neither Claimant nor Respondent is considered to be the Prevailing Party for purposes of determining the award of fees, costs and expenses of arbitration.

3. **Enforcement of Resolution.** If the Parties agree to resolve any Claim through negotiation in accordance with Paragraph 1.2 and any Party thereafter fails to abide by the terms of the agreement reached through negotiation, or if, following arbitration, any Party thereafter fails to comply with the Award, then any other Party may file suit or initiate administrative proceedings to enforce the agreement or Award without the need to again comply with the procedures set forth in Section 15.3 of the Master Deed. In such event, the Party taking action to enforce the agreement or Award is entitled to recovery from the non-complying Party (or if more

than one noncomplying Party, from all the Parties jointly and severally) all costs incurred in enforcing the agreement or Award, including, without limitation, attorney's fees and court costs.

Exhibit "G"

Schedule of Assigned Values and Percentage Interests

The schedule of Assigned Values and Percentage Interests in the Common Elements appurtenant to Units in Retreat Bungalows at Barefoot Village Horizontal Property Regime will be submitted by amendment at the time of the creation of the initial Units in Phase I of the Regime. The Assigned Value is for statutory purposes only and has no relationship to the actual value of each Unit.

**RETREAT BUNGALOWS AT BAREFOOT VILLAGE
HORIZONTAL PROPERTY REGIME**

Unit Number	Statutory Value	Percentage Interest
None	0	0
TOTAL	0	0.0000%

Units 1 through and including 300, or any of them, may be submitted in any order as Phases I through XXX of the Retreat Bungalows at Barefoot Village Horizontal Property Regime. As each Phase is added by Expansion Amendment, the total Assigned Value of all Units submitted and constituting the Regime, and the Percentage Interest of each Unit, shall be re-determined and this Exhibit "G" shall be amended and restated. In re-determining the Percentage Interest of each Unit after additional Units have been added to the Regime, a formula is employed using the Assigned Value of each Unit, which shall always be 1,000, as the numerator, and the total Assigned Values of all Units within the Regime as the denominator. The resulting fraction will then be expressed as a percentage rounded to the nearest .0001. The total Assigned Values assigned to each Unit and Building that may be constructed and submitted to the Regime as Phases I through XXX, if constructed and submitted, will be in accordance with the following schedule:

Maximum Assigned Values in Unit 1	\$ 1,000
Maximum Assigned Values in Unit 2	\$ 1,000
Maximum Assigned Values in Unit 3	\$ 1,000
Maximum Assigned Values in Unit 4	\$ 1,000
Maximum Assigned Values in Unit 5	\$ 1,000
Maximum Assigned Values in Unit 6	\$ 1,000
Maximum Assigned Values in Unit 7	\$ 1,000
Maximum Assigned Values in Unit 8	\$ 1,000
Maximum Assigned Values in Unit 9	\$ 1,000
Maximum Assigned Values in Unit 10	\$ 1,000
Maximum Assigned Values in Unit 11	\$ 1,000
Maximum Assigned Values in Unit 12	\$ 1,000
Maximum Assigned Values in Unit 13	\$ 1,000
Maximum Assigned Values in Unit 14	\$ 1,000
Maximum Assigned Values in Unit 15	\$ 1,000
Maximum Assigned Values in Unit 16	\$ 1,000
Maximum Assigned Values in Unit 17	\$ 1,000
Maximum Assigned Values in Unit 18	\$ 1,000

Maximum Assigned Values in Unit 19	\$ 1,000
Maximum Assigned Values in Unit 20	\$ 1,000
Maximum Assigned Values in Unit 21	\$ 1,000
Maximum Assigned Values in Unit 22	\$ 1,000
Maximum Assigned Values in Unit 23	\$ 1,000
Maximum Assigned Values in Unit 24	\$ 1,000
Maximum Assigned Values in Unit 25	\$ 1,000
Maximum Assigned Values in Unit 26	\$ 1,000
Maximum Assigned Values in Unit 27	\$ 1,000
Maximum Assigned Values in Unit 28	\$ 1,000
Maximum Assigned Values in Unit 29	\$ 1,000
Maximum Assigned Values in Unit 30	\$ 1,000
Maximum Assigned Values in Unit 31	\$ 1,000
Maximum Assigned Values in Unit 32	\$ 1,000
Maximum Assigned Values in Unit 33	\$ 1,000
Maximum Assigned Values in Unit 34	\$ 1,000
Maximum Assigned Values in Unit 35	\$ 1,000
Maximum Assigned Values in Unit 36	\$ 1,000
Maximum Assigned Values in Unit 37	\$ 1,000
Maximum Assigned Values in Unit 38	\$ 1,000
Maximum Assigned Values in Unit 39	\$ 1,000
Maximum Assigned Values in Unit 40	\$ 1,000
Maximum Assigned Values in Unit 41	\$ 1,000
Maximum Assigned Values in Unit 42	\$ 1,000
Maximum Assigned Values in Unit 43	\$ 1,000
Maximum Assigned Values in Unit 44	\$ 1,000
Maximum Assigned Values in Unit 45	\$ 1,000
Maximum Assigned Values in Unit 46	\$ 1,000
Maximum Assigned Values in Unit 47	\$ 1,000
Maximum Assigned Values in Unit 48	\$ 1,000
Maximum Assigned Values in Unit 49	\$ 1,000
Maximum Assigned Values in Unit 50	\$ 1,000
Maximum Assigned Values in Unit 51	\$ 1,000
Maximum Assigned Values in Unit 52	\$ 1,000
Maximum Assigned Values in Unit 53	\$ 1,000
Maximum Assigned Values in Unit 54	\$ 1,000
Maximum Assigned Values in Unit 55	\$ 1,000
Maximum Assigned Values in Unit 56	\$ 1,000
Maximum Assigned Values in Unit 57	\$ 1,000
Maximum Assigned Values in Unit 58	\$ 1,000
Maximum Assigned Values in Unit 59	\$ 1,000
Maximum Assigned Values in Unit 60	\$ 1,000
Maximum Assigned Values in Unit 61	\$ 1,000
Maximum Assigned Values in Unit 62	\$ 1,000
Maximum Assigned Values in Unit 63	\$ 1,000
Maximum Assigned Values in Unit 64	\$ 1,000

Maximum Assigned Values in Unit 65	\$ 1,000
Maximum Assigned Values in Unit 66	\$ 1,000
Maximum Assigned Values in Unit 67	\$ 1,000
Maximum Assigned Values in Unit 68	\$ 1,000
Maximum Assigned Values in Unit 69	\$ 1,000
Maximum Assigned Values in Unit 70	\$ 1,000
Maximum Assigned Values in Unit 71	\$ 1,000
Maximum Assigned Values in Unit 72	\$ 1,000
Maximum Assigned Values in Unit 73	\$ 1,000
Maximum Assigned Values in Unit 74	\$ 1,000
Maximum Assigned Values in Unit 75	\$ 1,000
Maximum Assigned Values in Unit 76	\$ 1,000
Maximum Assigned Values in Unit 77	\$ 1,000
Maximum Assigned Values in Unit 78	\$ 1,000
Maximum Assigned Values in Unit 79	\$ 1,000
Maximum Assigned Values in Unit 80	\$ 1,000
Maximum Assigned Values in Unit 81	\$ 1,000
Maximum Assigned Values in Unit 82	\$ 1,000
Maximum Assigned Values in Unit 83	\$ 1,000
Maximum Assigned Values in Unit 84	\$ 1,000
Maximum Assigned Values in Unit 85	\$ 1,000
Maximum Assigned Values in Unit 86	\$ 1,000
Maximum Assigned Values in Unit 87	\$ 1,000
Maximum Assigned Values in Unit 88	\$ 1,000
Maximum Assigned Values in Unit 89	\$ 1,000
Maximum Assigned Values in Unit 90	\$ 1,000
Maximum Assigned Values in Unit 91	\$ 1,000
Maximum Assigned Values in Unit 92	\$ 1,000
Maximum Assigned Values in Unit 93	\$ 1,000
Maximum Assigned Values in Unit 94	\$ 1,000
Maximum Assigned Values in Unit 95	\$ 1,000
Maximum Assigned Values in Unit 96	\$ 1,000
Maximum Assigned Values in Unit 97	\$ 1,000
Maximum Assigned Values in Unit 98	\$ 1,000
Maximum Assigned Values in Unit 99	\$ 1,000
Maximum Assigned Values in Unit 100	\$ 1,000
Maximum Assigned Values in Unit 101	\$ 1,000
Maximum Assigned Values in Unit 102	\$ 1,000
Maximum Assigned Values in Unit 103	\$ 1,000
Maximum Assigned Values in Unit 104	\$ 1,000
Maximum Assigned Values in Unit 105	\$ 1,000
Maximum Assigned Values in Unit 106	\$ 1,000
Maximum Assigned Values in Unit 107	\$ 1,000
Maximum Assigned Values in Unit 108	\$ 1,000
Maximum Assigned Values in Unit 109	\$ 1,000
Maximum Assigned Values in Unit 110	\$ 1,000

Maximum Assigned Values in Unit 296	\$ 1,000
Maximum Assigned Values in Unit 297	\$ 1,000
Maximum Assigned Values in Unit 298	\$ 1,000
Maximum Assigned Values in Unit 299	\$ 1,000
Maximum Assigned Values in Unit 300	\$ 1,000
 Total Maximum Assigned Values of the Project, if All Phases Remaining Are Constructed and Submitted	 \$300,000

As an example, if Unit B-1 and Unit B-2 are submitted as Phase I, the total Assigned Values in Phase I would be Two Thousand and No/100 Dollars (\$2,000), so that, following submission the total Assigned Values in Phase I would be \$2,000. To determine the Percentage Interest of Unit B-1 and Unit B-1 if Phase I is submitted to the Regime and those two (2) Units in Phase I constitute the entire Regime, the following formula would be used:

$$\begin{array}{l} \text{UNIT ASSIGNED VALUE} \\ \text{TOTAL ASSIGNED VALUES} \end{array} \quad \begin{array}{l} \underline{\$ 1,000} \\ \$ 2,000 \end{array} = 50.000\%$$

Therefore the Percentage Interest of Unit B-1 and of Unit B-2 = 50.0000%.

Exhibit "H"

SITE PLAN

TO BE SUBMITTED AS AN AMENDMENT UPON THE CREATION OF THE INITIAL
UNITS IN PHASE I OF THE REGIME.


Exhibit "I"

ENGINEER'S CERTIFICATE

Pursuant to S.C. Code Ann. § 27-31-110 (1976), I certify the building plans described in the Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime and further referenced and included in **Exhibit "H"** to said Master Deed (**Exhibit "H"** being attached and incorporated fully by reference into the Master Deed) fully depict and graphically show the following within the Retreat Bungalows at Barefoot Village Horizontal Property Regime (i) the location of the buildings and improvements, (ii) the layout, dimensions, location, and area of each Unit, and (iii) the dimension, area, and location, of the General and Limited Common Elements.

ENGINEER:

DDC ENGINEERS, INC.

By: 
Name: TIMOTHY S. KIRBY
Engineer's S.C. License No.: 28314

Myrtle Beach, South Carolina
November 4, 2013

**EIGHTH SUPPLEMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RETREAT AT BAREFOOT VILLAGE and MASTER DEED FOR RETREAT
BUNGALOWS AT BAREFOOT VILLAGE HORIZONTAL PROPERTY REGIME**

THIS EIGHTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RETREAT AT BAREFOOT VILLAGE and MASTER DEED FOR RETREAT BUNGALOWS AT BAREFOOT VILLAGE HORIZONTAL PROPERTY REGIME, is made this 26th day of July, 2018, by **BV RETREAT DEVELOPMENT CO., INC.**, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant heretofore executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime ("Declaration and Master Deed") dated November 1, 2013, and recorded in the Office of the Register of Deeds for Horry County on November 6, 2013, in Deed Book 3696 at Page 2532; and

WHEREAS, Declarant, pursuant to that certain First Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded July 21, 2014 in Deed Book 3749 at Page 1691, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Second Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded October 29, 2015 in Deed Book 3867 at Page 167, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Third Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded February 10, 2016 in Deed Book 3891 at Page 2441, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Fourth Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded April 25, 2016 in Deed Book 3909 at Page 2816, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Fifth Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded September 26, 2016 in Deed Book 3951 at Page 1899, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Sixth Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded March 30, 2017 in Deed Book 3998 at Page 528, and recorded April 12, 2017 in Deed Book 4001 at Page 2640, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Seventh Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded May 11, 2018 in Deed Book 4106 at Page 1175, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, the aforesaid Declaration and Master Deed, provides in Article III that the Declarant has the right to modify Units previously submitted to this Declaration and Master Deed without the consent of any other owner by recording an amendment in the public records of Horry County, South Carolina; and

WHEREAS, Declarant, pursuant to the terms and conditions of the aforesaid Declaration and Master Deed and related documents herein and hereby amends the Declaration and Master Deed and related documents as set out herein for the purpose of modifying Bungalow Unit 20, Bungalow Unit 21 and Bungalow Unit 22, previously submitted to this Declaration and Master Deed pursuant to the Fifth Supplement to Declaration and Master Deed set forth above; and

WHEREAS, Declarant, pursuant to the terms and conditions of the aforesaid Declaration and Master Deed and related documents herein and hereby amends the Declaration and Master Deed and related documents as set out herein for the purpose of modifying Bungalow Unit 23, Bungalow Unit 24, Bungalow Unit 25, Bungalow Unit 26 and Bungalow Unit 27, previously submitted to this Declaration and Master Deed pursuant to the Sixth Supplement to Declaration and Master Deed set forth above.

NOW, THEREFORE, Declarant hereby publishes and declares that the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, dated November 1, 2013 and recorded in the Office of the Register of Deeds for Horry County on November 6, 2013, in Deed Book 3696 at Page 2532 and is amended as follows in order to modify Bungalow Units 20, 21, 22, 23, 24, 25, 26 and 27, as described hereinbelow, by this supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime:

(1) Property Rights. Bungalow Units 20, 21, 22, 23, 24, 25, 26 and 27, as modified, shall be subject to all the terms and provisions of the Declaration and Master Deed.

(2) Site Plan. Exhibit "H" attached to the above referenced Fifth Supplement, and Exhibit "H" as attached to the above referenced Sixth Supplement, is amended, as to Bungalow Units 20, 21, 22, 23, 24, 25, 26 and 27 only, by Exhibit "H-9" attached hereto as to Bungalow Units 20, 21, 22, 23, 24, 25, 26 and 27 only.

(3) Engineer's Certificate. Exhibit "I-9" attached hereto is the Engineer's Certificate confirming the boundary of Bungalow Units 20, 21, 22, 23, 24, 25, 26 and 27, as modified herein.

(4) Exhibit "G" Schedule of Assigned Values. This Supplement constitutes a modification of the boundary of Bungalow Units 20, 21, 22, 23, 24, 25, 26 and 27, and related limited common elements only, and shall not modify the Schedule of Assigned Values previously assigning values to Bungalow Units 20, 21, 22, 23, 24, 25, 26 and 27, which assigned values shall remain unchanged.

(5) Except as amended herein, all of the provisions of the Declaration and Master Deed, as amended, are reaffirmed and remain unchanged.

(6) The said Declaration and Master Deed is further amended in all particulars, generalities and references so as to reflect and include the modification of Bungalow Units 20, 21, 22, 23, 24, 25, 26 and 27 under the Declaration and Master Deed and to reserve the right to further amend any Bungalow Unit by recordation of a later Supplement to the Declaration and Master Deed.

[Remainder of page intentionally left blank]

Exhibit "H-9"

SITE PLAN

RETREAT BUNGALOWS AT BAREFOOT VILLAGE
HORIZONTAL PROPERTY REGIME

MODIFIED BUNGALOW UNIT 20, 21, 22, 23, 24, 25, 26 and 27

NOTE

The Site Plan described in this Exhibit "H-9" incorporates that Survey showing the vertical and horizontal location of modified Bungalow Unit 20, 21, 22, 23, 24, 25, 26 and 27, their boundaries, elevation and dimensions. The survey for Modified Bungalow Unit 20, 21, 22, 23, 24, 25, 26 and 27 as shown on that certain plat entitled "**BUNGALOWS @ THE RETREAT, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, REVISED UNIT EXHIBIT PLAT – UNITS 20 THRU 27**", prepared for BV Retreat Development Company, Inc. by DDC Engineers, Inc., dated May 24, 2018, revised June 12, 2018, and recorded July 6, 2018, in Plat Book 282 at Page 73, in the Office of the Register of Deeds of Horry County, South Carolina, which is incorporated herein by reference and a miniaturized copy thereof has been attached to this Exhibit "H-9". This Site Plan and said Exhibit "H-9" further includes the matters set forth below, and includes the certification set forth on the survey by DDC Engineers, registered surveyors or licensed engineers of the above referenced Survey.

The modification of the Site Plan pursuant to this Eighth Supplement consists of eight (8) modified Units numbered Bungalow Unit 20, 21, 22, 23, 24, 25, 26 and 27 (previously existing and now modified).

Each Unit shown upon the Survey is located by a tie line whose origin is staked with an iron pin and further shown on the Survey of the Property to this Declaration and Master Deed. The said points of origin and tie lines are shown for purposes of location and reference, and the courses and distances of each Unit shown on the Survey constitutes the Unit's perimeter. The Unit's dimensions and area so located as shown in the Survey are further described as follows:

Bottom

The bottom is an imaginary horizontal plane through a point fifty (50) feet below and parallel with an imaginary horizontal plane through a point to the at the highest elevation of ground within the Unit and shown on the Plan and extending in every direction to the point where it closes with the sides composing the vertical boundaries of the Unit.

Top

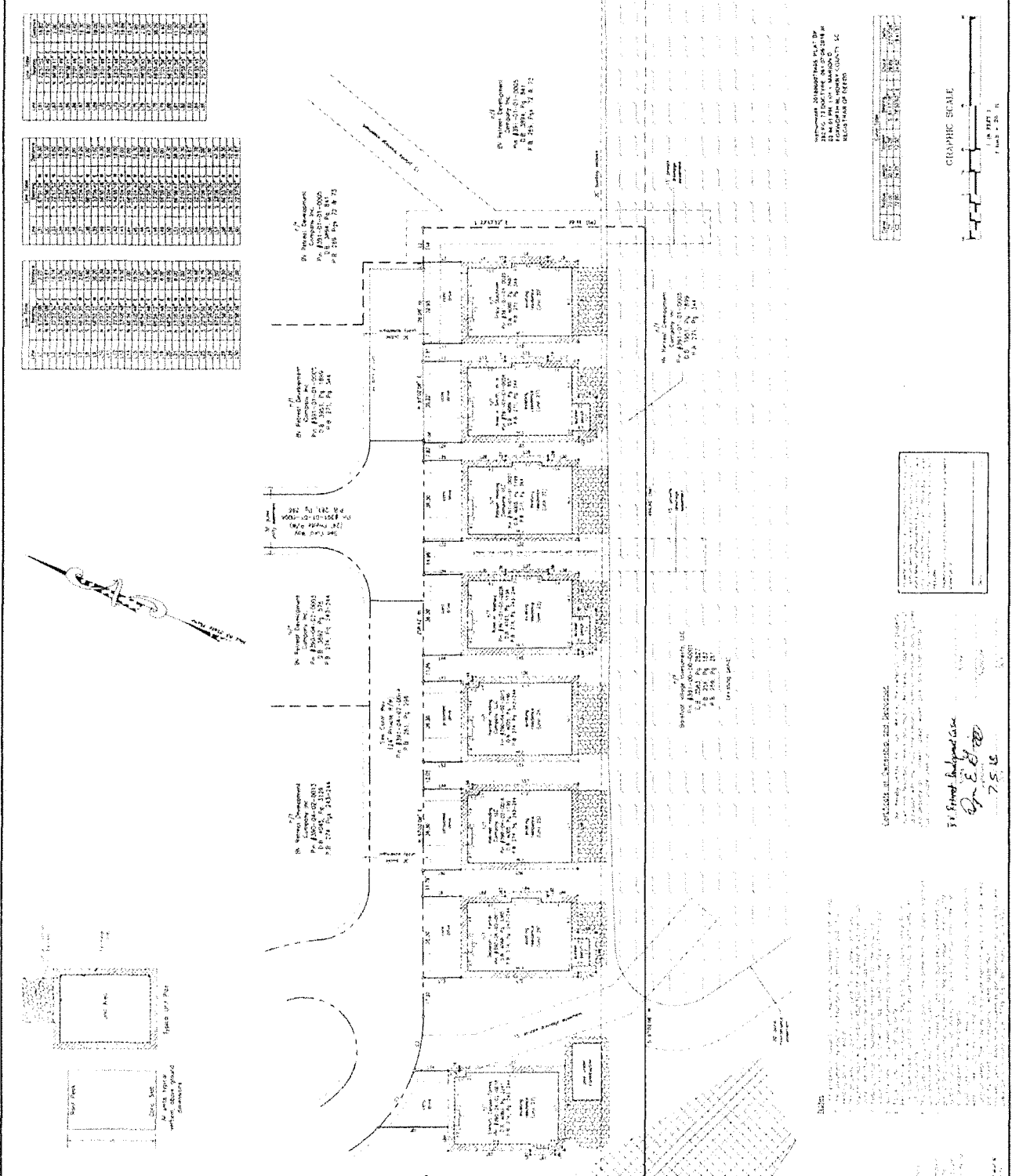
The top of the Unit is an imaginary horizontal plane intersecting the vertical planes projecting from the sides of the Unit at a point one hundred (100) feet above and parallel to the bottom plane of the Unit and extending in every direction to the point where it closes with the sides of the Unit.

Sides

The sides of the Unit consist of imaginary vertical planes perpendicular to the top and bottom of the Unit along and coincident with the perimeter of the Unit, which perimeter is described above and graphically shown on the Plan. Each side extends upwards and downwards so as to close the area in the Unit bounded by the bottom and top hereof. The side boundary of a Unit may include a party wall as the same is defined in the Declaration and Master Deed.

A Unit is comprised of the entire volume of space within the area bounded by the bottom, sides and top of a Unit, together with those portions of the Building, the water, sewer and other utility distribution systems and other improvements located within the aforesaid boundaries which are appurtenant to the Building and are not otherwise described as Common Elements within this Declaration and Master Deed. The location of each Unit is identified on the Survey and this Site Plan by a specific number, which identification shall be sufficient to identify the Unit for all purposes. The maintenance, repair and replacement of Buildings and other items that are so deemed to be included in the Units are the responsibilities of the Owner of the Unit pursuant to Article VI of the Declaration and Master Deed.

Reference to an area as "Common Element" or "Limited Common Element" on the Survey shall be read in conjunction with the further designations of Common Element and/or Limited Common Element and elements set out in other portions of this Master Deed.



Unit No.	Area (sq. ft.)	Volume (cu. ft.)	Height (ft.)	Notes
20	1,200	3,600	3	Single garage
21	1,200	3,600	3	Single garage
22	1,200	3,600	3	Single garage
23	1,200	3,600	3	Single garage
24	1,200	3,600	3	Single garage
25	1,200	3,600	3	Single garage
26	1,200	3,600	3	Single garage
27	1,200	3,600	3	Single garage

The above information is for informational purposes only and does not constitute a warranty of any kind. The information is subject to change without notice.

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Exhibit "I-9"

ENGINEER'S CERTIFICATE

Pursuant to S.C. Code Ann. § 27-31-110 (1976), I certify the site plan described in the Eighth Supplement to Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime and further referenced and included in Exhibit "H-9" to said Master Deed (Exhibit "H-9" being attached and incorporated fully by reference into the Master Deed) fully depict and graphically show the following with regard to Bungalow Unit 20, 21, 22, 23, 24, 25, 26 and 27, as modified, within the Retreat Bungalows at Barefoot Village Horizontal Property Regime (i) the location of the buildings and improvements, (ii) the layout, dimensions, location, and area of each Unit, and (iii) the dimension, area, and location, of the General and Limited Common Elements.

ENGINEER:

DDC ENGINEERS, INC.

By: 

Name: James M. Wooten

Engineer's S.C. License No.: 09160

Myrtle Beach, South Carolina

July 19, 2018



Notary Public

My Commission Expires: 12/2019

**NINTH SUPPLEMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RETREAT AT BAREFOOT VILLAGE and MASTER DEED FOR RETREAT
BUNGALOWS AT BAREFOOT VILLAGE HORIZONTAL PROPERTY REGIME**

THIS NINTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RETREAT AT BAREFOOT VILLAGE and MASTER DEED FOR RETREAT BUNGALOWS AT BAREFOOT VILLAGE HORIZONTAL PROPERTY REGIME, is made this 27th day of July, 2018, by **BV RETREAT DEVELOPMENT CO., INC.**, a South Carolina corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant heretofore executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime ("Declaration and Master Deed") dated November 1, 2013, and recorded in the Office of the Register of Deeds for Horry County on November 6, 2013, in Deed Book 3696 at Page 2532; and

WHEREAS, Declarant, pursuant to that certain First Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded July 21, 2014 in Deed Book 3749 at Page 1691, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Second Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded October 29, 2015 in Deed Book 3867 at Page 167, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Third Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded February 10, 2016 in Deed Book 3891 at Page 2441, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Fourth Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded April 25, 2016 in Deed Book 3909 at Page 2816, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Fifth Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded September 26, 2016 in Deed Book 3951 at Page 1899, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Sixth Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded March 30, 2017 in Deed Book 3998 at Page 528, and recorded April 12, 2017 in Deed Book 4001 at Page 2640, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Seventh Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded May 11, 2018 in Deed Book 4106 at Page 1175, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, Declarant, pursuant to that certain Eighth Supplement to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, recorded July 23, 2018 in Deed Book 4127 at Page 3133, in the Office of the Register of Deeds for Horry County, has previously amended the Declaration and Master Deed; and

WHEREAS, the aforesaid Declaration and Master Deed, provides in Article III that the Declarant has the right to modify Units previously submitted to this Declaration and Master Deed without the consent of any other owner by recording an amendment in the public records of Horry County, South Carolina; and

WHEREAS, Declarant, pursuant to the terms and conditions of the aforesaid Declaration and Master Deed and related documents herein and hereby amends the Declaration and Master Deed and related documents as set out herein for the purpose of modifying Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, previously submitted to this Declaration and Master Deed pursuant to the Sixth Supplement to Declaration and Master Deed set forth above.

NOW, THEREFORE, Declarant hereby publishes and declares that the Declaration of Covenants, Conditions and Restrictions for The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime, dated November 1, 2013 and recorded in the Office of the Register of Deeds for Horry County on November 6, 2013, in Deed Book 3696 at Page 2532 and is amended as follows in order to modify Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, as described hereinbelow, by this supplement to the Declaration of Covenants, Conditions and Restrictions for

The Retreat at Barefoot Village and Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime:

(1) Property Rights. Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, as modified, shall be subject to all the terms and provisions of the Declaration and Master Deed.

(2) Site Plan. **Exhibit "H"** as attached to the above referenced Sixth Supplement, is amended, as to Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41 only, by **Exhibit "H-10"** attached hereto as to Bungalow Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41 only.

(3) Engineer's Certificate. **Exhibit "I-10"** attached hereto is the Engineer's Certificate confirming the boundary of Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, as modified herein.

(4) **Exhibit "G"** Schedule of Assigned Values. This Supplement constitutes a modification of the boundary of Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, and related limited common elements only, and shall not modify the Schedule of Assigned Values previously assigning values to Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, which assigned values shall remain unchanged.

(5) Except as amended herein, all of the provisions of the Declaration and Master Deed, as amended, are reaffirmed and remain unchanged.

(6) The said Declaration and Master Deed is further amended in all particulars, generalities and references so as to reflect and include the modification of Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41 under the Declaration and Master Deed and to reserve the right to further amend any Bungalow Unit by recordation of a later Supplement to the Declaration and Master Deed.

[Remainder of page intentionally left blank]

Exhibit "H-10"

SITE PLAN

RETREAT BUNGALOWS AT BAREFOOT VILLAGE
HORIZONTAL PROPERTY REGIME

MODIFIED BUNGALOW UNIT 28, BUNGALOW UNIT 29, BUNGALOW UNIT 30,
BUNGALOW UNIT 31, BUNGALOW UNIT 32, BUNGALOW UNIT 33, BUNGALOW
34, BUNGALOW UNIT 39, BUNGALOW UNIT 40 AND BUNGALOW UNIT 41

NOTE

The Site Plan described in this Exhibit "H-10" incorporates that Survey showing the vertical and horizontal location of modified Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, their boundaries, elevation and dimensions. The survey for Modified Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, as shown on that certain plat entitled " **BUNGALOWS @ THE RETREAT, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, REVISED UNIT EXHIBIT PLAT – UNITS 28 THRU 34, 39 THRU 41**", prepared for BV Retreat Development Company, Inc. by DDC Engineers, Inc., dated July 25, 2018, revised July 27, 2018, and recorded July 27, 2018, in Plat Book 2822 at Page 168, in the Office of the Register of Deeds of Horry County, South Carolina, which is incorporated herein by reference and a miniaturized copy thereof has been attached to this Exhibit "H-10". This Site Plan and said Exhibit "H-10" further includes the matters set forth below, and includes the certification set forth on the survey by DDC Engineers, registered surveyors or licensed engineers of the above referenced Survey.

The modification of the Site Plan pursuant to this Ninth Supplement consists of ten (10) modified Units numbered Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41 (previously existing and now modified).

Each Unit shown upon the Survey is located by a tie line whose origin is staked with an iron pin and further shown on the Survey of the Property to this Declaration and Master Deed. The said points of origin and tie lines are shown for purposes of location and reference, and the courses and distances of each Unit shown on the Survey constitutes the Unit's perimeter. The Unit's dimensions and area so located as shown in the Survey are further described as follows:

Bottom

The bottom is an imaginary horizontal plane through a point fifty (50) feet below and parallel with an imaginary horizontal plane through a point to the at the highest elevation of ground within the Unit and shown on the Plan and extending in every direction to the point where it closes with the sides composing the vertical boundaries of the Unit.

Top

The top of the Unit is an imaginary horizontal plane intersecting the vertical planes projecting from the sides of the Unit at a point one hundred (100) feet above and parallel to the bottom plane of the Unit and extending in every direction to the point where it closes with the sides of the Unit.

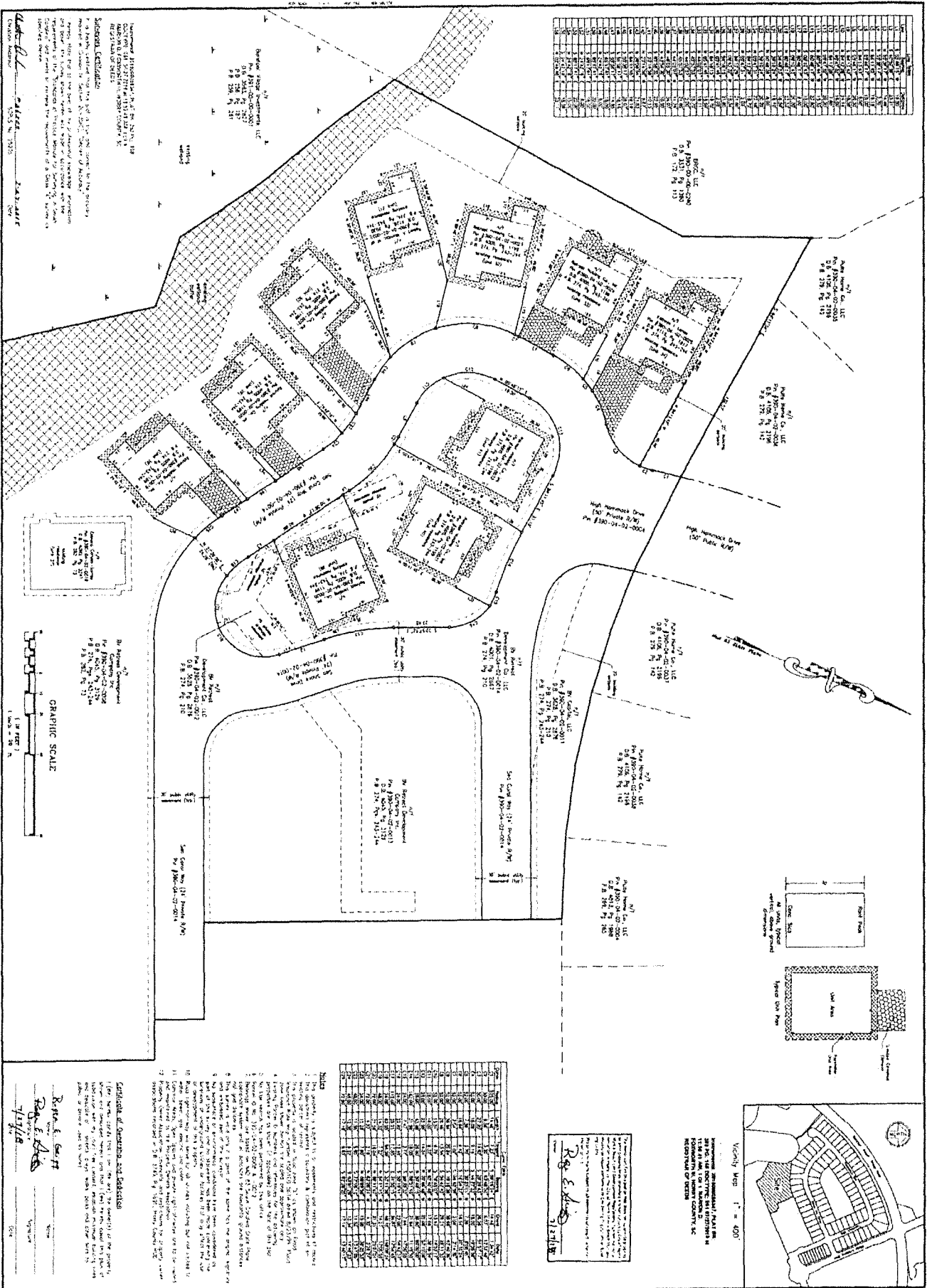
Sides

The sides of the Unit consist of imaginary vertical planes perpendicular to the top and bottom of the Unit along and coincident with the perimeter of the Unit, which perimeter is described above and graphically shown on the Plan. Each side extends upwards and downwards so as to close the area in the Unit bounded by the bottom and top hereof. The side boundary of a Unit may include a party wall as the same is defined in the Declaration and Master Deed.

A Unit is comprised of the entire volume of space within the area bounded by the bottom, sides and top of a Unit, together with those portions of the Building, the water, sewer and other utility distribution systems and other improvements located within the aforesaid boundaries which are appurtenant to the Building and are not otherwise described as Common Elements within this Declaration and Master Deed. The location of each Unit is identified on the Survey and this Site Plan by a specific number, which identification shall be sufficient to identify the Unit for all purposes. The maintenance, repair and replacement of Buildings and other items that are so deemed to be included in the Units are the responsibilities of the Owner of the Unit pursuant to Article VI of the Declaration and Master Deed.

Reference to an area as "Common Element" or "Limited Common Element" on the Survey shall be read in conjunction with the further designations of Common Element and/or Limited Common Element and elements set out in other portions of this Master Deed.

Exhibit H.



Surveyor's Affidavit: I, M. J. ...
Professional Engineer's Seal: [Seal]
Contractor's Seal: [Seal]

Notes:
 1. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the City of North Myrtle Beach, South Carolina.
 2. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of South Carolina.
 3. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the Federal Government.
 4. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the County of Horry, South Carolina.
 5. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Florida.
 6. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Georgia.
 7. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Alabama.
 8. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Mississippi.
 9. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Louisiana.
 10. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Texas.
 11. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Oklahoma.
 12. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Kansas.
 13. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Nebraska.
 14. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Colorado.
 15. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of New Mexico.
 16. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Arizona.
 17. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of California.
 18. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Nevada.
 19. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Idaho.
 20. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Utah.

Graphic Scale:
 1" = 20'

Legend:
 [Symbol] Slope Flank
 [Symbol] Slope Area
 [Symbol] Slope Area with 20% Grade
 [Symbol] Slope Area with 10% Grade

Notes:
 1. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the City of North Myrtle Beach, South Carolina.
 2. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of South Carolina.
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 9. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Louisiana.
 10. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Texas.
 11. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Oklahoma.
 12. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Kansas.
 13. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Nebraska.
 14. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Colorado.
 15. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of New Mexico.
 16. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Arizona.
 17. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of California.
 18. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Nevada.
 19. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Idaho.
 20. The project is subject to all applicable laws, codes, ordinances, rules and regulations of the State of Utah.

Professional Engineer's Seal: [Seal]
Contractor's Seal: [Seal]

Bungalows @ The Retreat
 City of North Myrtle Beach, Horry County, South Carolina

Revised Unit Exhibit Plat - Units 28 thru 34, 39 thru 41

Prepared For: BY Retreat Development Company, Inc.
 3591 North Kings Highway, Suite 101
 North Beach, SC 29577

Project No.	110175	Date	7/22/18	Scale	1" = 20'
Revision		By		Checked	
Drawn		Checked		Reviewed	
City		County		State	

City of North Myrtle Beach, Horry County, South Carolina

Professional Engineer's Seal: [Seal]
 Contracting Seal: [Seal]

DDC ENGINEERS

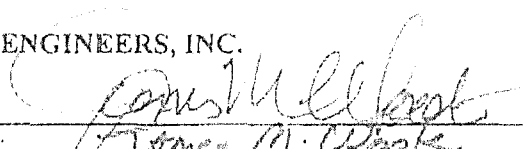
Exhibit "I-10"

ENGINEER'S CERTIFICATE

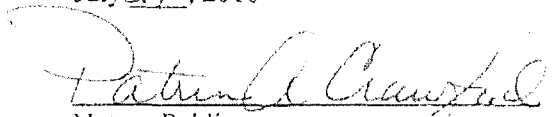
Pursuant to S.C. Code Ann. § 27-31-110 (1976), I certify the site plan described in the Ninth Supplement to Master Deed for Retreat Bungalows at Barefoot Village Horizontal Property Regime and further referenced and included in Exhibit "H-10" to said Master Deed (Exhibit "H-10" being attached and incorporated fully by reference into the Master Deed) fully depict and graphically show the following with regard to Bungalow Unit 28, Bungalow Unit 29, Bungalow Unit 30, Bungalow Unit 31, Bungalow Unit 32, Bungalow Unit 33, Bungalow 34, Bungalow Unit 39, Bungalow Unit 40 and Bungalow Unit 41, as modified, within the Retreat Bungalows at Barefoot Village Horizontal Property Regime (i) the location of the buildings and improvements, (ii) the layout, dimensions, location, and area of each Unit, and (iii) the dimension, area, and location, of the General and Limited Common Elements.

ENGINEER:

DDC ENGINEERS, INC.

By: 
Name: James M. Wooten
Engineer's S.C. License No.: 09160

Myrtle Beach, South Carolina
July 27, 2018


Notary Public

My Commission Expires: 7/12/27