

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONIAL CHARTERS DEVELOPMENT

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONIAL CHARTERS DEVELOPMENT is made this 15th day of July, 1990, by GOLF LINKS DEVELOPMENT, INC. (hereinafter referred to as "Developer" or "Declarant").

R.M.C. July

WITNESSETH THAT:

WHEREAS, Developer is the owner of certain property located in Horry County, South Carolina and desires to subject such property to the provisions of this Declaration in order to construct and develop a mixed use residential, resort and commercial development with related and attendant facilities and amenities and to provide a flexible and reasonable method for the administration, assessment and maintenance of the development,

WHEREAS, Colonial Charters Associates Limited Partnership, C. W. Horne and Carroll M. Edwards own certain property located in Horry County, South Carolina and may desire, in the future to subject such property to the provisions of this Declaration and to the administrative control of Declarant so that each of the properties may be developed as a portion of the same development,

NOW, THEREFORE, Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land and that all the Property (and Additional Property, as hereinafter defined, or portions thereof, when and if acquired by Developer, Colonial Charters Associates Limited Partnership, C. W. Horne or Carroll M. Edwards and submitted to the provisions hereof) are herewith subject and subordinate to the terms, provisions and conditions hereof. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every Owner and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and Mortgagees. By the recording or acceptance of the conveyance of a Unit or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws of the Association.

ARTICLE I DEFINITIONS

Definitions. When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have all the following meanings, and all definitions shall be applicable to the singular and plural forms of any such term(s):

1.1 "Additional Property" shall mean and refer to any land adjacent to the Property, together with all improvements now or

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hereafter constructed thereon, which land is now owned or which may be acquired by Developer.

1.2 "Articles" shall mean and refer to the Articles of Incorporation of COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, Inc., a South Carolina eleemosynary corporation as it may be constituted or amended from time to time.

1.3 "Assessment" shall mean and refer to the Common Expenses or other charges from time to time assessed against a Parcel and a Unit by the Association in the manner herein provided.

1.4 "Association" shall mean and refer to COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, Inc., a South Carolina eleemosynary corporation.

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

1.6 "By-Laws of the Association" shall mean and refer to the By-Laws duly adopted by COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, Inc., which govern the administration and operation of the Association, as may be amended from time to time, a copy of which is attached hereto and incorporated herein by reference.

1.7 "Common Areas" shall mean and refer to those areas of the Property which may be designated as such by the Declarant, (or by Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) for the common use and enjoyment of the Owners and Occupants of the Development. Such designation shall be by conveyance from Developer (or by Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) to the Association and recordation of a plat and an amendment to this Declaration. Common Areas may include but shall not be limited to maintenance areas, roads, streets, parking lots, parks, open areas, recreational amenities, walkways, sidewalks, jogging trails, bike paths, beach access paths, street lighting, signage, lagoons, lakes or ponds. Common Areas shall not include Units, Parcels or Common Elements located within Parcels. THE DESIGNATION OF ANY OF THE PROPERTY OR IMPROVEMENTS THEREON AS COMMON AREAS SHALL NOT MEAN OR IMPLY THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ENJOYMENT THEREIN.

1.8 "Common Expenses" shall mean and refer to all liabilities or expenditures made or incurred by or on behalf of the Association, together with all funds necessary for the creation or maintenance of financial, equipment or capital improvement reserves, consistent with the provisions of this

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Declaration.

1.9 "Controlling Interest" as used herein shall mean and refer to the ownership of the Declarant at any time of ten (10%) percent or more of the total of the area of the Property, provided, however, that for purposes of determining the ownership of the Declarant in the Property under this paragraph, the Declarant shall be deemed to own any portion of the Property owned by Colonial Charters Associates Limited Partnership, C. W. Horne or Carroll M. Edwards.

1.10 "Declarant" or "Developer" will be used interchangeably and shall mean and refer to GOLF LINKS DEVELOPMENT, INC., and its successors and assigns, provided, however, that this definition shall not include the purchaser, owner, or mortgagee of any Unit.

1.11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for COLONIAL CHARTERS DEVELOPMENT and all supplements or amendments to it filed for record from time to time in the Office of the Clerk of Court for Horry County, South Carolina.

1.12 "Development" shall mean and refer to the mixed use residential, resort and commercial community constructed or to be constructed upon the Property or portions thereof.

1.13 "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

1.14 "Mortgagee" shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person under such mortgage.

1.15 "Occupant" shall mean and refer to any person, including, without limitation, any Owner or guest, invitee, licensee, lessee, tenant, transient paying guest or family member of an Owner, lawfully occupying or otherwise using a Unit within the Development.

1.16 "Owner" shall mean and refer to one or more persons, including Declarant (and Colonial Charters Associates Limited Partnership and C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) who, individually or collectively, if more than one, own fee simple title to any Unit in the Development. Owner shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a Unit under contract (until title is conveyed of record).

1.17 "Parcel" shall mean a separately described subdivision of the Property for which the Developer has recorded a Subordinate Declaration.

1.18 "Person" shall mean and refer to a natural person, corporation, partnership, association, proprietorship, trust or any other legal entity and any combination thereof.

1.19 "Property" shall mean and refer to all the land, and improvements thereon, described in Exhibit A, and any Additional Property which may be submitted to the provisions of this Declaration.

1.20 "Structure: means:

(a) Any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, dock, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) Any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drain, and channel from, upon or across any Lot; and

(c) Any change in the grade at any point on a Lot of more than eighteen (18) inches, whether or not Subsection (b) of this Section applies to such change.

1.21 "Subordinate Association" shall mean an association of Unit owners within a Parcel created by a Subordinate Declaration to provide for the orderly control, administration, maintenance, and management of that Parcel.

1.22 "Subordinate Declaration" shall mean and refer to the declaration of covenants, conditions and restrictions, or the master deed recorded by the Developer with respect to each Parcel.

1.23 "Unit" shall mean a lot together with any improvements thereon or condominium Unit within a Parcel designated and defined as such by a Subordinate Declaration.

ARTICLE II

PLAN OF DEVELOPMENT

2.1 Non-Severability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Unit as more specifically set forth below, and may not be severed or alienated from such ownership.

2.2 Rights of Declarant. The Development shall consist of such improvements, Common Areas and Parcels as Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) may elect to designate or construct. Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) shall have the right, but not the obligation, to increase the size of the Common Areas and to install, construct, operate, repair, demolish, remove and maintain any type of improvements in, on, under, over or across the Property, including but not limited to water, sewer and other utility systems or facilities, electric and television cable and their various attendant services, telephone services including teletype, telex, news services, computer, or any such like instrument used in the transmittal, reception, or retrieval of messages, facts, or information, security facilities, refuse facilities, roadways and waterways.

2.3 Plan of Development. Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) shall develop the Property as a mixed use residential, resort and commercial community by constructing improvements on the property, designating Common Areas, designating Parcels, developing and recording Subordinate Declarations and submitting portions of the Property to the South Carolina Horizontal Property Act. The Development shall consist of whatever mix of residential, commercial and Common Areas as Declarant may construct in its sole discretion. Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder with written approval of Declarant) may convey Common Areas to the Association any time and from time to time without notice to or approval by the Association provided that the conveyance shall be free and clear of all liens. Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) shall convey all Common Areas to the Association no later than ninety (90) days after the date of closing the sale of the last Unit in the Development. The Association shall be fully responsible and liable for the operation, maintenance and repair of all Common Areas immediately upon the recordation of the deed

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conveying them to the Association. It is the intention of Declarant (and Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) to improve portions of the facilities and equipment contained within the Property for the use by Owners and Occupants prior to conveying them as Common Areas to the Association. Prior to such conveyance, Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) (1) may permit the use of any such areas or improvements by the public; (2) may adopt whatever rules and regulations it deems advisable, in its sole discretion, for the use of these areas or improvements; and (3) may impose reasonable usage or membership fees for the use of any such improvements constructed and operated by Declarant as a club. As the Property is developed, Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) shall provide means of ingress and egress from all Parcels for all Owners and Occupants to and from U.S. Highway 9, and if necessary, convey to each Subordinate Association by temporary easement such right of ingress and egress. Neither Declarant, Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards, the Association or any Subordinate Association shall adopt any regulation or modify or amend the Declaration or the By-Laws or any Subordinate Declaration or the by-laws of any Subordinate Association which prohibit, limit or obstruct public access to the Common Areas or the commercial Parcels within the Development or any parking within the Development.

2.4 Plan of Development of Additional Property. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit at any time, or from time to time, Additional Property to the provisions of this Declaration and thereby to cause Additional Property to become part of the Property, just as fully as if the Additional Property was included within the Property initially submitted to this Declaration on the date hereof. In addition Declarant reserves the right to allow Colonial Charters Associates Limited Partnership, C. W. Horne or Carroll M. Edwards to submit Additional Property pursuant this provision.

A submission shall be effected by Declarant (or by Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards and approved by Declarant with respect to any additional property which they may submit to the restrictions hereunder) executing and recording in Horry County Clerk of Court's office an instrument entitled "Declaration of Inclusion" describing the land to be submitted to this Declaration and by recording a plat of that land. Declarant (and Colonial Charters

Associates Limited Partnership, C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) reserve the right to plan, design, develop, change, modify, alter, construct, maintain or manage any type of improvement upon Additional Property as Declarant deems necessary or convenient for its purposes, except as otherwise expressly stated in this Declaration. The option to submit Additional Property to this Declaration must be exercised by Declarant in accordance with the following conditions and limitations:

2.4.1 The option to submit Additional Property may be exercised at any time during a period of fifteen (15) years from the date of execution hereof ("Option Term"). Declarant reserves the right to terminate or extend this option at any time prior to the expiration of the Option Term by filing a document evidencing such termination or extension in the Office of the Clerk of Court for Horry County, South Carolina. This option shall terminate no later than 90 years from the date of execution hereof. Except for termination or extension as provided above by Declarant, no other circumstances will cause the termination or extension of this option prior to the expiration of the Option Term.

2.4.2 Additional Property may be submitted to this Declaration at any time, and from time to time within the Option Term, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence or location in which any portion of Additional Property may be added to the Property. The exercise of the option to submit a portion of Additional Property to the Declaration shall not bar the further exercise, from time to time, of this option as to additional portions of Additional Property.

2.4.3 If Additional Property is added to the Property, its development shall be in accordance with the provisions hereof.

2.4.4 If the option to add Additional Property is not exercised within the Option Term or is terminated by Declarant, such option shall in all respects expire and be of no further force or effect. IN THE EVENT THAT SUCH OPTION EXPIRES OR IS TERMINATED, AS AFORESAID, DECLARANT SHALL NOT BE OBLIGATED TO IMPOSE ON ANY ADDITIONAL PROPERTY ANY COVENANTS, CONDITIONS OR RESTRICTIONS SIMILAR TO THOSE CONTAINED HEREIN, AND ANY ADDITIONAL PROPERTY NOT SUBJECTED TO THIS DECLARATION WILL BE FREE FROM ALL COVENANTS AND CONDITIONS HEREUNDER.

2.4.5 The option reserved by Declarant to cause Additional Property to become part of the Development shall in no way be construed to impose upon Declarant any obligation to submit any Additional Property to the terms of this Declaration or to construct thereon any improvements of any type or kind

whatsoever or to restrict or limit its use in any manner.

2.5 Subordinate Associations. In the event that a portion of the Property is subdivided as a Parcel, there shall be established by Declarant (or by Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) for each Parcel, an association of Owners within the Parcel in order to promote their health, safety and social welfare, as well as to provide for the maintenance of the Units and other improvements and Common Elements located within that Parcel. Each Parcel shall be subject to a Subordinate Declaration. Each Subordinate Declaration and Subordinate Association shall be subject to the provisions of this Declaration, the Association and the By-Laws of the Association, and all rights, covenants and conditions therein shall be in addition to, but not in abrogation or substitution of, those imposed hereby.

2.6 Interest Subject to Plan of Development. Every Owner and Mortgagee shall take title, or hold such security interest with respect thereto, subject to the terms, conditions, covenants and restrictions set forth in this Declaration, and to the rights of Declarant (Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) hereunder, specifically including but not limited to the right of Declarant to submit Additional Property from time to time, to this Declaration.

ARTICLE III PROPERTY RIGHTS

3.1 General. Each Unit shall, for all purposes, constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, shall be conveyed, transferred and encumbered in the same manner as any other real property. Each Owner, including the Declarant, shall be subject to the provisions of this Declaration.

3.2 Owner's Right of Enjoyment. Every Owner of any unit in any parcel shall have the non-exclusive right, privilege and easement to the use and enjoyment of the Common Areas in the Property and such easement shall be appurtenant to and shall pass with the title to every Unit subject to the terms and conditions of this Declaration, the By-Laws of the Association, and the rules and regulations adopted by the board of Directors pursuant to said By-Laws.

3.3 Access. Every Owner accepting title to a Unit waives all rights of uncontrolled and unlimited access, ingress and egress to and from such Unit and acknowledges and agrees that

such access, ingress and egress shall be limited to roads, sidewalks, walkways and trails located within the Common Areas or across the Property provided that pedestrian and vehicular access to and from all Parcels, and Units therein, shall be provided at all times. There is reserved unto Declarant and the Association the right and privilege, but not the obligation to : (i) maintain guarded or electronically monitored gates controlling vehicular access to and from roadways within the Development; and/or (ii) require payment of toll charges for use of roads within the Development by permitted commercial traffic or by members of the general public provided that no Owner or Occupant shall be liable for payment of any toll.

3.4 Easements for Declarant. Declarant (and Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) shall have an alienable and transferable right and easement on, over, through, under and across the Property for the purpose of constructing Units, Common Area improvements, and any other type of improvement whatsoever on the Property, specifically including but not limited to recreational amenities, utilities, roadways and lakes, as Declarant desires, in its sole discretion, and for the purpose of doing all things reasonably necessary and proper, in the sole discretion of Declarant, in connection with the Development of the Property, provided that in no event shall Declarant (Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) have the obligation to do any of the foregoing.

3.5 Changes in Boundaries; Additions to Common Areas. Declarant (Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) expressly reserves the right and power to add portions of the Property to the Common Areas.

3.6 Easements for Utilities. There is hereby reserved for the benefit of Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) and/or the Association, as their respective interests may appear, the alienable, transferable and perpetual right and easement, as well as the power and authority to grant and accept easements to and from any private or public authority, agency, public service district, public or private utility or other person, upon, over, under and across all or any portion of the Property for constructing, installing, replacing, repairing, operating, maintaining and using master television antennae and/or television cable systems, security and similar systems, and all utility facilities and services, including, but not limited to,

storm sewers and drainage systems, and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Declarant (or by Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) without notice to or consent by the Association with respect to the Common Areas, and as permitted by the Subordinate Declarations, with respect to the Parcels. The Association may grant such easements in the manner set forth in the By-Laws of the Association. To the extent possible, all utility lines serving the Development and located therein shall be located underground. By virtue of any such easement, it shall be expressly permissible for the Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) and/or Association, utility company, or other supplier or services, with respect to the portions of the Development so encumbered to: (i) erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities; (ii) cut and remove any trees, bushes or shrubbery; (iii) grade, excavate or fill; or (iv) take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems. No building, fence or structure shall be erected or paving laid within any utility easement, nor any trees or shrubs planted in such easement, without the written consent of the grantee of such easement or the commission, municipality, utility or other entity controlling such sewer, water, gas or drainage facilities, as the case may be.

3.7 Easements for Association. There is hereby reserved the general right and easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any property manager employed by the Association, and any employees of such manager, to enter upon any Parcel or Unit in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, Occupant or Subordinate Association as appropriate.

3.8 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of the Declarant (and Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) the alienable and transferable right and easement in, on, over, under and across the Property, for the maintenance of signs, sales offices, construction offices, business offices, storage facilities and model Units, together with such other facilities as in the sole opinion of Declarant (Colonial Charters Associates Limited

Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) may reasonably be required, convenient or incidental to the completion, improvement and/or sale of Units for so long as Declarant owns any part of the Property.

3.9 Municipal Easement. Police, fire, water, health and other authorized municipal officials, employees and vehicles shall have the right of unrestricted ingress and egress to the Property, and any portion thereof, for the performance of their official duties.

3.10 Maintenance Easement. Subject to the terms of this Declaration, there is hereby reserved for the benefit of Declarant (Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) and the Association, and their respective agents and employees, the alienable, transferable and perpetual right and easement to enter upon any portion of the Property for the purpose of mowing, removing, clearing, cutting or pruning grass, underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, safety and appearance within the Development, provided that such easement shall not impose any duty or obligation upon Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) or the Association to perform any such actions.

3.11 Environmental Easement. There is hereby reserved for the benefit of Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) and the Association, and their respective agents and employees, the alienable, transferable and perpetual right and easement on, over, under and across any portion of the Property, for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the board of Directors or by any governmental authority, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water and the right to dispense pesticides.

3.12 Wells and Effluent. There is hereby reserved for the benefit of Declarant (and Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) and the Association, and their respective agents and employees, the alienable, transferable and perpetual right and easement to:

- (1) pump water from lakes, lagoons, ponds and other bodies of

water located on the Property for the purpose of irrigating any portions of the Development; (ii) drill, install, locate, maintain and use wells, pumping stations, water towers, siltation basins and tanks and related water and sewerage treatment facilities and systems within the Property; and (iii) spray or locate any treated sewerage effluent within the Property.

3.13 No Partition. There shall be no judicial partition of the Property, or any part thereof or interest therein, nor shall any person acquiring any interest in the Property, or any part thereof, seek any such judicial partition. By acceptance of a deed or mortgage, an Owner or Mortgagee irrevocably waives any legal or equitable right to a suit for or action of partition.

ARTICLE IV THE ASSOCIATION

4.1 Membership; Parcels. Each Owner shall be a member of a Subordinate Association created pursuant to the terms of the Subordinate Declaration for that Parcel. Every Subordinate Association shall be a member of the Association, and shall have two (2) votes on all matters considered by the Association. Declarant, for so long as it owns Controlling Interest, shall be a member of the Association and shall have four (4) votes for every Subordinate Association which is a member of the Association, plus one (1) vote. Each Subordinate Association shall elect a representative or representatives not to exceed two (2) persons who must be Owners of Units within that Parcel, and the rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised only by the duly authorized representative(s) of the Subordinate Association. The two (2) votes of a Subordinate Association must be cast together and may not be split. All rights and privileges of membership are set forth herein and in the By-Laws of the Association. Each Owner, by acceptance of a deed or other conveyance of a Unit, consents and agrees to the dilution of the voting interest of this Subordinate Association in the Association by virtue of the establishment of additional Parcels and the submission, if any, from time to time of Additional Property to the terms of this Declaration as provided herein.

4.2 Board of Directors.

4.2.1 Subsequent to Loss of Controlling Interest by Declarant. The Board of Directors shall consist of one member from each Subordinate Association which is a member of the Association, and such person must be an Owner of a Unit in the Parcel whose Subordinate Association said person represents. The terms of all directors shall be one (1) year. The procedures and administration of the Board of Directors is set forth in the By-Laws of the Association attached as Exhibit B hereto. Those By-Laws may be amended, from time to time, only as provided herein.

The Board of Directors shall constitute the final administrative authority of the Association, and all decisions of the Board of Directors shall be binding upon the Association and its members. All rights, titles, privileges and obligations vested in or imposed upon the Association shall be held and performed by the Board of Directors.

4.2.2 Prior to Loss of Controlling Interest by Declarant. For so long as Declarant owns Controlling Interest, the Board of Directors shall consist of five (5) persons who may be appointed by Declarant. Said persons need not be Owners of Units and may be removed by Declarant at any time.

4.3 By-Laws. Each Owner hereby consents and agrees that he and the Subordinate Association of which he is a member shall be bound by the provisions of the By-Laws of the Association, as they may be amended from time to time.

4.4 Rules and Regulations. The Board of Directors shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Property, subject to the terms of this Declaration. Further, the Board of Directors shall have the authority to lease or grant licenses or concessions with respect to portions of the Property; provided that such grants or leases shall not be inconsistent with the rights of the Owners or the other provisions of this Declaration.

4.5 Indemnification of the Board. The members of the Board of Directors, the officers of the Association and the managing agent of the Association, if any, shall not be liable to the Owners or the Subordinate Associations for any mistake in judgment or acts or omissions not made in bad faith, as members, officers or managing agent. The Owners shall indemnify and hold harmless those parties against all contractual liabilities to others arising out of agreements made by those parties on behalf of the Owners or the Association unless such agreements shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration. The liability of any Owner, as described above, shall be limited to an amount determined by dividing the total liability by the total number of Owners within the Development subject to the terms of this Declaration. All contracts and agreements entered into by the Board of Directors, officers or the managing agent shall be deemed executed by those parties as the case may be as agent for the Owners or the Association.

4.6 Board of Director's Determination Binding. In the event a disagreement arises between Owners, related to the Property or the interpretation and application of this Declaration or the By-Laws of the Association, the review and determination thereof by the Board of Directors shall be final

and binding upon each and every Owner and each and every member of the Association.

4.7 Management. The Board of Directors may retain a professional management company, professional manager, or full time employee to manage the Common Areas and supervise their maintenance and operation and the operation of the administrative affairs of the Association. The Board of Directors may itself subsequently elect to assume those management responsibilities and in accordance with the terms of any management contract terminate the contract of any professional manager upon a vote of a majority of Directors entitled to cast votes.

Further, the Board of Directors shall enter into management contracts only if such contracts shall (i) permit the termination thereof for cause by the Association upon sixty (60) days prior written notice; and (ii) be for a period of not more than five (5) years. Such contracts may permit renewals thereof for periods not to exceed five (5) years at a time, by mutual consent.

4.8 Insurance:

4.8.1 Acquisition of Insurance Coverage. The Board of Directors shall obtain insurance coverage for the Common Areas to cover against loss or damage by fire or other casualty. The insurance shall be for the full insurable value (based upon current replacement cost) of the Common Areas and the insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act or neglect of any Owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Association. The insurance policies shall contain waivers of subrogation with respect to the Board of Directors, its employees and agents, Subordinate Associations and their Boards, Owners, members of their household and Mortgagees, and, if available, shall contain a replacement clause endorsement.

4.8.2 Appointment of Trustee for Proceeds. The Board of Directors may, at its discretion, retain any bank or trust company to act as Trustee, agent or depository on its behalf for the purpose of receiving or distributing any insurance proceeds. The fee of any trustee shall be a Common Expense.

4.8.3 Appraisals. The Board of Directors shall

obtain, at least every five (5) years, an appraisal for insurance purposes of the Common Areas, and, upon receipt of any such appraisal, shall readjust, renegotiate, or obtain new insurance consistent with the appraisal as provided.

4.8.4 Reconstruction of the Property. The insurance proceeds shall be applied by the Board of Directors on behalf of the Association for the reconstruction or restoration of the Common Areas.

4.8.5 Acceptance of Insurance Proceeds. Payment by an insurance company to the Board of Directors of any insurance proceeds coupled with the receipt and release from the Board of Directors of the company's liability under said policy shall constitute a full discharge of said insurance carrier.

4.8.6 Other Insurance. The Board of Directors shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and workman's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, Subordinate Association and the Association, their officers, members of the Board of Directors, the Declarant (and Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder), the manager or managing agent, if any, and their respective employees and agents, if any, from liability in connection with the Common Areas and insuring the officers of the Association and members of the Board of Directors from liability for good faith actions. The premium for such insurance shall be Common Expense.

ARTICLE V ASSESSMENTS AND CHARGES

5.1 Assessments. Assessments shall be computed and assessed against all Units as follows:

5.1.1 Association Expenses. The Assessments shall be based upon annual estimates of the Association's cash requirements to provide for payment of all estimated expenses including those arising out of or connected with maintenance and operation of the Common Areas. 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 a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and

liabilities which may be incurred by the Association for the benefit of all of the Owners under or by reason of this Declaration. Such expenses shall constitute the Common Expenses.

5.1.2 Annual Budget. The Assessments shall be determined on a calendar year basis. On or before November 1 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 deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Assessments for the upcoming fiscal year and as the major guideline under which the Association shall be operated during such annual period. In the event the Board fails for any reason to adopt a budget for the succeeding year, then and until such time as it is adopted, the budget and annual Assessments in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1982=100), or its successor index, and such increased budget shall be the budget for the succeeding year, until a new budget is adopted. Declarant shall estimate the budget for the first year of the Association. At least ten (10) days prior to the annual meeting of the Association, the Board of Directors shall cause an audited financial statement of the Association to be prepared and distributed to the members.

5.1.3 Notice and Payment. The Assessments shall be made on a calendar year basis in advance. The Association shall furnish to each member a copy of the budget and notify each member as to the amount of the Assessments with respect to all members of each Subordinate Association on or before December 1 each year for the calendar year next following such date. Each Subordinate Association shall distribute copies of the notice of assessment and budget to its members on or before December 15 of each year. The Association, may at its election, send such notices and copies of the budget directly to the Owners. The Assessments shall be payable in four equal quarterly installments by the Owners to the Subordinate Association by the tenth day of the month of January, April, July and October during the calendar year to which the assessment relates, and by the Subordinate Association to the Association by the fifteenth day of those months. All unpaid installments of any Annual Assessments on any unit shall incur a late charge of \$25.00 per month or any portion of any month (or at such lesser rate as is equal to the maximum interest rate allowed by applicable law) from the date each such installment is due until paid. The failure of the Association to give timely notice of any Assessments as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment;

but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

5.2 Creation of the Lien and Personal Obligation of Assessments. The Declarant, Colonial Charters Associates Limited Partnership, C. W. Horne and Carroll M. Edwards for each Unit owned within the Property, hereby covenants, and each Owner of any Unit by acceptance of a deed or other conveyance and each Subordinate Association, is deemed to covenant and agree with each other and with the Association to pay to the Association: (1) Common Expenses as defined herein which shall include reserves deemed necessary or beneficial by the Board of Directors, and (2) special assessments for capital improvements, necessary for reserves or for any other purpose adopted by the Board of Directors. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on each Unit and shall be a continuing lien upon each Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the unpaid Assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the Horry County Clerk of Court. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of South Carolina. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall be come due during the period of foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Association shall have the right and power to bid in at any foreclosure sale, and to thereafter hold, lease, mortgage, or convey the subject Unit. Each such assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due and also of any subsequent Owner. Assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and Occupants and in particular for improvements and maintenance (including the payment of ad valorem taxes and other assessments) of the Common Areas and the services and facilities devoted to this purpose.

5.3 Subordinate Association's Obligation to Pay Assessments. Payment in full of all Assessments applicable to Owners who are members of a Subordinate Association shall also be the obligation of the Subordinate Association. For convenience, the Assessments applicable to all members of a Subordinate Association shall be billed to the Subordinate Association which shall immediately thereafter bill its members for its collection. The obligation of each Subordinate Association is for the payment in full of all Assessments billed to members of that Subordinate Association. Collection of all portions of the Assessments from members of the Subordinate Association shall not be a precondition of payment by the Subordinate Association of the Assessments or an excuse for non-payment of those Assessments. Likewise, payment by an Owner of his prorata share of the Assessment to the Subordinate Association shall not be deemed payment to the Association until the Subordinate Association has paid the full amount of the Assessment to the Association. The rights of the Association to enforce its lien against an Owner or the Subordinate Association are cumulative and may be pursued collectively or separately without resort, to any remedy prior to any other. All costs incurred by the Association for collection of the Assessments, or any portion thereof, shall also be the obligation and liability of the Subordinate Associations.

5.4 Reserves.

5.4.1 Any portion of the Common Expenses collected for a reserve fund or funds, if any, may be placed in an account separate from the general operating account of the Association.

5.4.2 Assessments paid into the reserve account shall be the property of the Association and are not refundable. Sellers of Units may treat their outstanding share of the reserve accounts as a separate item in any agreement for the sale of their Units.

5.5 Attorneys' Fees and Costs. In any suit or action brought by the Declarant (or by Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder), an Owner, the Association or a first lienholder or their heirs, successors or assigns to enforce any of the terms, provisions, or restrictive covenants of this Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorneys' fees in such suit or action and any appeal thereof.

5.6 Maintenance, Repairs and Replacements of the Common Areas. Maintenance, repairs and replacements of the Common Areas shall be performed by the Association as part of the Common Expenses and a reserve fund for this purpose may also be included as a Common Expense.

5.7 Special Assessments for Taxes or Capital Improvements. Without limiting the types or purposes of other special assessments, the Association may levy in any year, a special assessment for the purpose of defraying in whole or in part, any taxes or the cost of construction, reconstruction or unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto.

5.8 Uniform Rate of Assessment. Both annual and special assessments shall be charged in equal amount to all Units.

5.9 Statement of Account. Upon payment of a reasonable fee not to exceed \$50.00 and upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a unit, the Association shall issue a written statement setting forth the following:

(a) The amount of the unpaid assessments, if any, with respect to such Unit.

(b) The amount of the current annual Assessment and the date or dates upon which installments thereof become due.

(c) Credit for advance payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums.

Such statements shall be conclusive upon the Association in favor of persons who rely thereon in good faith. A purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Unit up to the time of the grant of conveyance; provided, however, that this provision shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

5.10 Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid by an Owner to its Subordinate Association and by the Subordinate Association to the Association when due shall be delinquent. If the Assessment is not paid, then the Assessment shall incur a late charge of \$25.00 per month or any portion of any month (or at such lesser rate as is equal to the maximum interest rate permitted by law), from the date each such installment is due until paid, and the Association may bring an action at law against the Subordinate Association or the Owner personally for collection, or foreclose the lien against the Owner's Unit in accordance with Article 5.2 herein. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Unit.

5.11 Subordination of the Lien. The lien of the

Assessments provided for herein shall be subordinate to the lien of any unpaid taxes and any mortgage or mortgages, but they shall be superior to the assessments levied by any Subordinate Association. Sale or transfer of any Unit shall not affect the lien of the Assessments. However, the sale or transfer of any Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall extinguish the lien of the Assessments as to payment thereof, which became due prior to such sale or transfer. No sale or transfer shall relieve the Unit from liability for any Assessments thereafter becoming due or from the lien thereof. Notwithstanding anything in this Declaration to the contrary, no amendment, or change or modification of this section shall be effective unless such amendment, change or modification shall be first consented to, in writing, by all mortgagees record of all Units which are subject to the terms of this Declaration.

5.12 Mechanic's Liens. The Board of Directors may cause to be discharged any Mechanic's Lien or other encumbrance which in the opinion of the Board of Directors may constitute a lien against the Common Areas. Where less than all of the Owners are responsible for the existence of said lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses including attorney's fees and court costs incurred by reason of the lien.

ARTICLE VI MAINTENANCE

6.1 Responsibilities of Owners and Subordinate Associations. Unless otherwise provided herein, all maintenance and repair of Units and Parcels, together with all other improvements thereon or therein and all lawns, landscaping and grounds on and within a Unit or Parcel, shall be the responsibility of the Owner and the Subordinate Association, respectively. Unless otherwise provided herein, the maintenance and repair of all Common Areas shall be the sole responsibility of the Association. Each Owner or Subordinate Association shall be responsible for maintaining his or its Unit or Parcel, respectively, in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all buildings and other structures. All attendant lawns, trees, shrubs, hedges, grass, natural areas or other landscaping within the Unit or Parcel shall be maintained by the appropriate Owner or Subordinate Association.

6.2 Association's Responsibility.

6.2.1 Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair

all portions of the Common Areas, as they may be designated from time to time, which responsibility shall include the maintenance, repair and replacement of: (i) all roads, walks, trails, lakes, lagoons, ponds, parking lots, landscaped areas, natural areas and other improvements situated within the Common Areas; (ii) such security system and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Common Areas and which are not maintained by Declarant (or by Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) or a public authority, public service district, public or private utility or other persons; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within the Common Areas.

NEITHER DECLARANT (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) OR THE ASSOCIATION SHALL BE LIABLE FOR INJURY OR DAMAGE TO ANY PERSON OR PROPERTY (I) CAUSED BY THE ELEMENTS OR BY ANY OWNER, OCCUPANT OR ANY OTHER PERSON; (II) RESULTING FROM RAIN OR DRAINAGE OR SURFACE WATER WHICH MAY LEAK OR FLOW FROM ANY PORTION OF THE PROPERTY, COMMON AREAS OR PARCELS; (III) CAUSED BY ANY PIPE, PLUMBING, DRAIN, CONDUIT, APPLIANCE, EQUIPMENT, SECURITY SYSTEM OR UTILITY LINE OR FACILITY, THE RESPONSIBILITY FOR THE MAINTENANCE OF WHICH IS THAT OF THE DECLARANT (or by Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) OR ASSOCIATION, BECOMING OUT OF REPAIR; OR (IV) CAUSED BY THEFT OR OTHERWISE OF ANY PROPERTY OF ANY OWNER, OCCUPANT OR OTHER PERSON WHICH MAY BE STORED OR LEFT IN OR UPON ANY PORTION OF THE COMMON AREAS OR PROPERTY.

No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take, or omit to take, some action, or to perform, or omit to perform, some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessment being a separate and independent covenant on the part of each Owner.

6.2.2 In the event that the Board of Directors determines (i) that any Subordinate Association has failed or refused to discharge properly its obligations with regard to the maintenance, cleaning, repair or replacement of items for which it is responsible hereunder, or (ii) that the need for

maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of a Subordinate Association and is not covered or paid for by insurance in whole or in part, then, in either event, the Association, except in the event of an emergency situation, may give such Subordinate Association written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement at the sole cost and expense of such Subordinate Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner Subordinate association, as the case may be, shall have ten (10) days within which to complete the same in good and workmanlike manner, or if replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Subordinate Association to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Subordinate Association, as the case may be, and said cost shall be added to and become a part of the Assessment allocable to that Subordinate Association as the case may be. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

ARTICLE VII CONDEMNATION

7.1 Condemnation of Property. Whenever all or any part of the Property shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the owner of the Property, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the owner of the Property so taken and shall be disbursed or held as follows:

7.1.1 If the taking or sale in lieu thereof involves a portion of the Common Areas, then the award shall be payable to the Association. If the portion of the Common Areas so taken or conveyed was improved in any way, then the Association shall repair, rebuild, replace or renovate the improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with plans approved by the Board of Directors. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for any such purpose,

the Board of Directors may levy a special assessment against all
the Units.

7.1.2 If the taking or sale in lieu thereof includes all or any part of a Unit or Parcel and also includes any part of the Common Areas, then in the absence of an agreement between the parties a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association, the Subordinate Association and the Owners so affected so as to give just compensation for the land and/or improvements taken.

ARTICLE VIII
ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

8.1 Architectural Control Committee - Creation and Composition:

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) or more than five (5) individuals. Notwithstanding anything to the contrary contained herein, for so long as it maintains a Controlling Interest, Declarant shall have the right, but not the obligation, to appoint all members of the ACC. Thereafter, the Board shall appoint the members of the ACC. All costs of operating the ACC shall borne by the Association.

(b) Each initial member of the ACC shall be appointed for a term expiring on December 31, 1992. Thereafter each member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall be filled by the Declarant (or Board if at the time the Board has the right to appoint members of the ACC) at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman of the ACC. Any member of the ACC may be removed at any time with or without cause by the Declarant (or Board if at the time the Board has the right to appoint members of the ACC).

8.2 Purposes, Powers and Duties of the ACC: The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Unit is in conformity and harmony with the existing standards of the neighborhood and with the standards of the Development as to external design, general quality and location of structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with, or

incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Unit.

8.3 Officers, Subcommittees and Compensation: The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the Association for traveling expenses and other reasonable out-of-pocket costs incurred in the performance of their duties as members of the ACC.

8.4 Operation of the ACC:

(a) Meetings: The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman at any time, and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and time for inspection by members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the

ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities: (i) The ACC shall adopt, and promulgate the Design Standards and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

8.5 Design Standards:

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

- (i) Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of the Declaration;
- (ii) Governing the procedure for such submission of plans and specifications;

- (iii) Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and
- (iv) Assuring the conformity and harmony of external design and general quality of the Development.

(b) The ACC shall make a published copy of its current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

8.6 Submission of Plans and Specifications: No structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Unit nor shall any existing Structure upon any Unit be altered in any way which materially changes the exterior appearance of the Structure or Unit, unless plans and specifications therefore shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

- (a) A site plan showing the location of all proposed and existing Structures on the Unit including building setbacks, open space, and driveways;
- (b) A foundation plan;
- (c) Exterior elevations of all proposed Structures and alterations to existing Structures; and
- (d) Specifications of materials, color scheme, and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures.

8.7 Approval of Plans and Specifications: Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, one (1) copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Unit or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted

for use in connection with any other Unit or Structure. Approval of any such plans and specifications relating to any Unit or Structure, however, shall be final as to that Unit or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

8.8 Disapproval of Plans and Specifications: The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

- (a) The failure to include information in such plans and specifications as may have been reasonably requested;
- (b) The failure of such plans or specifications to comply with this Declaration or the Design Standards; or
- (c) Any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for the Development as set forth in the Design Standards or the Development-Wide Standard, or (ii) as to location to be incompatible with topography, finished ground elevation, or surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

8.9 Obligation to Act: The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

8.10 Inspection Rights: Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Unit and Structure thereon for the purpose of ascertaining whether the installation,

construction, alteration or maintenance of any Structure or the use of any Unit or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

8.11 Violations: If any structure shall be erected, placed, maintained or altered upon any Unit, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association and the Board shall take appropriate measures to correct the violation; the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the right to take such action on behalf of the Owner and to treat the costs of such action as a special assessment against the Unit.

8.12 Certification of Compliance:

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such structure and the Unit upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Unit comply with all the requirements of this Article; provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with every detail on the approved plans and specifications.

8.13 Fees: The ACC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and specifications and of inspections performed pursuant to Section 5.10. The fee shall be established from time to time by the ACC and published in the Design Standards.

8.14 Non-Discrimination by ACC: The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

8.15 Disclaimer as to ACC Approval: Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ACC, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder), the Association, the ACC, the Board, nor the Officers, Directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications and every Owner agrees that he will not bring any action or suit against Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder), the Association, the ACC, the Board, or the Officers, Directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or non-feasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

8.16 Resubdivision of Property: No Unit may be split,

divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) or the Owners of any Units from combining two or more Units into one Unit for construction of a single Residence thereon; provided, however, that such combined Unit may not be subdivided thereafter without consent of the Board of Directors. In the event that an Owner shall combine more than one unit for the construction of a single residence, such units shall be considered one unit for purposes of annual and special assessments. In the event that the units are resubdivided they shall from the date of separation and not retroactively be assessed separately. Notwithstanding anything contained herein to the contrary, the Declarant (and Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) reserves the right to replat any Unit still owned by the Declarant and shown upon recorded plats of the Community in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted Unit suitable and fit as a building site to include, but not be limited to, the relocation of easements, rights-of-way, roads, recreational facilities, and other amenities to conform to the new boundaries of such replatted Units; provided, however, that no Unit originally shown on a final recorded plat of the Property shall be reduced to a size more than ten percent (10%) smaller than the smallest Unit shown on such plat.

8.17 Erosion Control: No activity which may create erosion or siltation problems shall be undertaken on any Unit without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.

8.18 Landscaping: No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure may be included in the Development Guidelines of the

ACC.

8.19 Temporary Buildings: No temporary building, trailer, garage, or building under construction on any Unit shall be used, temporarily or permanently, as a residence except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefore approved by the ACC.

8.20 Signs:

(a) No signs whatsoever (including, but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefore, be installed, altered or maintained on any Unit, or on any portion of a Structure visible from the exterior thereof, except:

- (i) Such signs as may be required by legal proceedings and for display of all building permits;
- (ii) For so long as Declarant has the authority to appoint and remove Directors and Officers of the Association, any realtor and/or individual may place not more than one "For Sale" sign in the front yard of any improved Unit. Under no circumstances shall a "For Sale" sign other than Declarant's or Declarant's sales agent be placed on an unimproved Unit;
- (iii) Not more than one Unit identification sign in accordance with plans and specifications approved by the ACC;
- (iv) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC.

8.21 Setbacks: In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structure shall be erected or placed on any Unit unless its location is consistent with such setbacks.

8.22 Fences: No fence or wall of any kind shall be erected, maintained, or altered on any Unit without the prior written approval of the ACC of plans and specifications for such fences or walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards

of the ACC.

8.23 Roads and Driveways: No road or driveway shall be constructed or altered on any Unit without the prior written approval of the ACC of plans and specifications for such roads and driveways. Guidelines relating to the designs and location of roads and driveways may be included in the Design Standards of the ACC.

8.24 Clotheslines, Antennae, Etc.: No clotheslines or exterior television or radio antenna or satellite dish or receiver or solar or other equipment of any sort shall be placed, allowed or maintained upon any portion of a Structure or Unit without prior written approval by the ACC. No antennae shall be installed or used for the purpose of transmitting of electronic signals.

8.25 Garbage Cans and Woodpiles: All clotheslines, equipment, garbage cans, woodpiles and solar equipment shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring Residences and streets, and may be maintained in the rear yard of a Unit only.

8.26 Maintenance: Each Owner shall keep and maintain each Unit and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures, (ii) the seeding, watering and mowing of all lawns, and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. All unimproved Units shall be kept in a reasonably neat and clean condition. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Unit to the curbing of the right-of-way bordering said Unit. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in questions, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the right to perform the required maintenance and to assess its expenses against the Owner. Guidelines relating to the maintenance of Units, Structures and landscaping may be included in the Design Standards of the ACC.

8.27 Commercial and Recreational Vehicles and Trailers: No

commercial vehicle (other than passenger vehicles having a capacity of less than nine (9) passengers), house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Unit or within the right-of-way of any street in the Development on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a Unit, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by neighboring Residences and streets.

8.28 Recreational Equipment: Recreational and playground equipment shall be placed or installed only upon the rear of a Unit as approved by the ACC. Basketball goals may be placed adjacent to the driveway. No above ground pool shall be allowed.

8.29 Animals: No agricultural animals may be kept on any Unit and no animals, including birds, insects, and reptiles, may be kept on any Unit unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Unit unless plans and specifications for said Structure have been approved by the ACC.

8.30 Solid Waste:

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Unit or on Common Property or within the right-of-way of any street in the Development.

(b) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Unit unless screened or otherwise handled in a manner set forth in the Design Standards.

(c) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed in a manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

8.31 Nuisances: No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the community.

community.

8.32 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant (and Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) and its contractors, agents, employees, successors and assigns, to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the construction and improvement of the Property and to the sale of Units, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model structures. The right to maintain and carry on such facilities and activities shall include, specifically, the right to use structures as model residences, and to use any structures as an office for the sale of Units and for related activities.

ARTICLE IX GENERAL PROVISIONS

9.1 Amendments by Association. Amendments to this Declaration, other than those authorized by Paragraph 9.2 hereof, shall be proposed and adopted in the following manner:

9.1.1 Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be given to each member of the Association as provided herein.

9.1.2 At such meeting, a resolution adopting a proposed amendment may be proposed by either the board of Directors or by members of the Association. Such amendment must be approved by members holding at least two thirds (2/3) of the total votes in the Association; provided, however that any amendment which materially and adversely affects the ownership of a Unit or the security interest of any Mortgagee must be approved by such Owner or Mortgagee.

9.1.3 The agreement of the required percentage of the members of the Association shall be evidenced by the sworn statement of the then President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the required vote was lawfully obtained. Where required, the consent of an Owner or Mortgagee shall be evidenced by their execution of the amendment. Any such Amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

9.2 Amendments by Declarant. Notwithstanding any other provision herein, Declarant may amend this Declaration without the consent of any Owner of Mortgagee or any Subordinate Association. (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith; (ii) if any such amendment is to submit Additional Property or any portion thereof to the terms and provisions of this Declaration; (iii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Units subject to this Declaration; (iv) if such amendment is required by a Mortgagee to enable it to make mortgage loans on any Unit or other improvements subject to this Declaration; (v) if any such amendment is necessary to enable any governmental agency or reputable private mortgage insurance company to insure Mortgages on the Units subject to this Declaration.

9.3 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as they may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Unit, if any. Failure to comply with such rules or regulations shall be grounds for imposing fines, for suspending voting rights of the Subordinate Association in which that Owner is a member or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by the board of Directors on behalf of the Association or, in a proper case, by a Subordinate Association or an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating party. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder), the Association, Subordinate Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the equitable remedy of injunction to restrain any such violation or omission. Failure on the part of Declarant, the Association, Subordinate Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall not be construed as an acquiescence thereto and shall not be deemed a waiver of the

right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to any violation or breach occurring prior or subsequent thereto. No right of action shall accrue in favor of nor shall any action be brought or maintained by anyone whatsoever against Declarant (or Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder) or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

9.4 Duration. The provisions of this Declaration shall run with the land and be binding upon the title to the Property, shall be binding upon and inure to the benefit of all Owners and Subordinate Associations, the Declarant (and Colonial Charters Associates Limited Partnership or C. W. Horne and Carroll M. Edwards with respect to any property which they may submit to the restrictions hereunder), the Association and all mortgagees, and their respective heirs, executors, legal representatives, successors and assigns, and successors in title, and shall be and remain in effect for a period of thirty (30) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of an initial thirty (30) year period or the last year of any ten (10) year renewal period, seventy-five percent (75%) of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be filed of record in the Records of the Clerk of Court for Horry County, South Carolina, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in the Development, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of this Declaration shall run with the land and be binding upon the title to the land as provided hereby. No termination of this Declaration shall be enforceable or valid if the Declarant owns Controlling Interest, unless Declarant consents in writing to the termination.

9.5 Perpetuities. If any of the covenants, conditions,

restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until ninety (90) years after the death of execution hereof.

9.6 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the Records of the Clerk of Court for Horry County, South Carolina. The captions of each Article and Paragraph hereof as to the contents of each Article and Paragraph are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Paragraph to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of South Carolina.

9.7 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

9.8 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

9.9 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Owners, the Association, the Subordinate Associations and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of Declarant and Mortgagees herein provided, the members of the Association shall have the right to extend, modify, amend or

otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

9.10 Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages, or otherwise disposes of any Unit, the Owner must promptly furnish to the Association, in writing, the name and address of such purchaser, lessee, mortgagee, or transferee. Purchaser is hereby put on notice of a lien on any Unit for unpaid Assessments of any seller, prior to closing, and that such lien will follow and be a lien or encumbrance upon the Unit, and not follow the seller, his heirs or assigns individually.

9.11 No Trespass. Whenever the Association is permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be trespass.

9.12 Notices. Notices required hereunder shall be deemed given when in writing and delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners and Subordinate Associations shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Units. All notices to the Association shall be delivered or sent in care of Declarant at Declarant's main office in Myrtle Beach, Horry County, South Carolina, or to such other address as the Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to Declarant at Declarant's main office in Myrtle Beach, Horry County, South Carolina, or to such other address as Declarant may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

9.13 Successors and Assigns. Except where expressly stated to the contrary and without the necessity of separately so stating at every reference herein, all provisions herein shall be binding upon and inure to the benefit of the Declarant, Association, Subordinate Association and Owners and their respective heirs, successors and assigns and successors in title.

IN WITNESS WHEREOF, the duly authorized officers of the undersigned have executed this Declaration under seal on the date first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT:

GOLF LINKS DEVELOPMENT, INC.

William J. Payne
James M. Raymond
William J. Payne
James M. Raymond

BY: Frank A. Chiodese
Its President

AND BY: [Signature]
Its Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named FRANK A. Chiodese as President of GOLF LINKS DEVELOPMENT, INC. sign, seal and as its act and deed deliver the within written Declaration; and that s/he with the other witness whose name is subscribed above witnessed the execution thereof.

William J. Payne

SWORN TO before me this
15th day of July, 1990.

Ray E. Ekin
Notary Public for South Carolina
My Commission expires: June 19, 1991

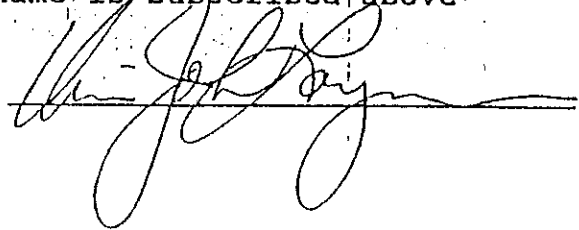
(NOTARIAL SEAL)

BOOK 1407 PAGE 533

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named C. Ray Jackson as Secretary of GOLF LINKS DEVELOPMENT, INC. sign, seal and as its act and deed deliver the within written Declaration; and that s/he with the other witness whose name is subscribed above witnessed the execution thereof.



SWORN TO before me this 15th day of July, 1990.

Nancy E. Lehn
Notary Public for South Carolina
My Commission expires: My Commission Expires June 19, 1991

(NOTARIAL SEAL)

EXHIBIT A

ALL AND SINGULAR, all those certain pieces, parcels or lots of land, as follows:

PHASE III-A:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, lying and being in Little River Township, Horry County, South Carolina containing 6.52 acres more or less and being more particularly described as Phase III-A on a plat of Colonial Charters Development as prepared by DDC Engineers, Inc. dated March 6, 1990 and recorded March 8, 1990, in the office of the RMC for Horry County, South Carolina in Plat Book 108 at page 154, said plat being incorporated herein by reference as forming a part of this description.

HORRY COUNTY ASSESSOR

117-21-01-00/4th 022

Map Blk Parcel

7-23-90 *J*

BYLAWS OF
COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, INC.

An Eleemosynary Corporation

Pursuant to the provisions of the South Carolina Business Corporation Act, the Board of Directors of COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, INC., a South Carolina eleemosynary corporation, hereby adopts the following Bylaws for such corporation.

ARTICLE I
NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is "COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, INC.", hereinafter referred to as the "Association".

1.02 Offices. The principal offices of the Association shall be in Horry County, South Carolina and shall be located on the Property, as defined in the Declaration of Covenants, Conditions and Restrictions for COLONIAL CHARTERS DEVELOPMENT (hereinafter referred to as the "Declaration") executed simultaneously herewith.

ARTICLE II
DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Declaration shall have such defined meanings when used in these Bylaws.

ARTICLE III
MEMBERS

3.01 Membership. Membership in the Association shall be determined in accordance with the Declaration.

3.02 Annual Meetings. The annual meeting of members shall be held on the third Saturday in May each year at the time selected by the Board, beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Directors ("Board") shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient.

3.03 Special Meetings. Special meetings of the members may be called by the Board, the President, or upon the written request of members holding not less than ten percent (10%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or the President.

3.04 Place of Meetings. The Board may designate any place in Horry County, State of South Carolina, as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all members may designate any place, either within or without the State of South Carolina, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.05 Notice of Meetings. The Board shall cause written or printed notice of the time, place and purpose of all meetings of the members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Each registered address may be changed from time to time by notice in writing to the Association.

3.06 Owners. Upon purchasing a Unit in the development, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association.

3.07 Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.

3.08 Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote, in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been

executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.09 Votes. With respect to each matter (except the election of the Board) submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, two (2) votes. Declarant during the period that it maintains Controlling Interest has the right to cast four (4) votes for each two (2) votes of all other members plus one (1) vote. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or South Carolina law. The election of Directors shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the members, but such holders must act unanimously to cast the votes relating to their joint membership.

3.10 Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining members present shall be deemed waived if no objection thereto is made at the meetings.

3.11 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV BOARD OF DIRECTORS

4.01 General Powers. The property, affairs, and business of the Association shall be managed by its Board. The Board may exercise all of the powers of the Association, whether derived from law, the Declaration or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, or these Bylaws, or by the Declaration vested solely in the members. The Board may by written contract delegate, in whole or in part to a professional management organization or person such of its duties, responsibilities, functions, and powers, or those of any officer, as are properly delegable.

4.02 Number, Tenure, and Qualifications. The number of Directors of the Association shall be equal to the number of members of the Association, and one director shall be elected by each member. At the first annual meeting of the members held after the adoption hereof, the members shall elect the required number of Directors to serve for a term of one (1) year. At each annual meeting thereafter, the members shall elect for a one (1) year term the number of Directors required to fill the number of vacancies created by the expiring terms of Directors. Each Director must be a member of the Subordinate Association which he represents in the Association. Notwithstanding anything herein to the contrary, Declarant shall have the right to appoint all (or less than all) Directors until such time as it no longer owns a controlling interest in the Development. Such appointees need not be Co-Owners or members. In no event shall the Declarant appoint more than five (5) nor less than three (3) Directors and during such time as Declarant owns a Controlling Interest, the number of Directors appointed by Declarant shall be the total number of Directors required.

4.03 Regular Meetings. The regular annual meeting of the Board shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the members. The Board may provide by resolution the time and place, within Horry County, State of South Carolina, for the holding of such additional regular meetings without other notice than such resolution.

4.04 Special Meetings. Special meetings of the Board may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board may fix any place, within Horry County, State of South Carolina, as the place for holding any special meeting of the board called by such person or persons. Notice of any special meeting shall be given at least four (4) days prior thereto by written notice delivered personally, or mailed to each Director at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. Any Director may waive notice of a meeting.

4.05 Quorum and Manner of Acting. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

4.06 Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that Directors may be reimbursed for expenses incurred in performance of their duties as Directors

and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Directors.

4.07. Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time for or without cause, by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a special meeting of the members duly called for such purpose, and may be removed otherwise as provided by South Carolina law. Any Director appointed by Declarant may be removed at any time, with or without cause, by Declarant.

4.08. Vacancies and Newly Created Directorships. If vacancies shall occur in the Board by reason of the death or resignation of a Director, or if the authorized number of Directors shall be increased, the Directors then in office, shall continue to act and such vacancies or newly created directorships shall be filled by vote of the directors then in office, though less than a quorum. Any vacancies in the Board occurring by reason of the member's removal of a Director may be filled by election of the members at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

4.09. Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE V OFFICERS

5.01. Number. The officers of the Association shall be a President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board.

5.02. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided

in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices. No officer need be a Director.

5.03 Subordinate Officers. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. The Board may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be representatives of members or Directors of the Association.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

5.05 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.

5.06 The President. The President shall preside at meetings of the Board and at meetings of the members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him.

5.07 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board may require of him.

5.08 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Board. He shall perform such other duties as the Board may require of him.

5.09 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and,

except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI COMMITTEES

6.01 Designation of Committees. The Board may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers including but not limited to the Architectural Standards Committee. The membership of each such committee designated hereunder shall consist of up to five (5), but not less than (3) persons. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and (except as otherwise provided by these Bylaws) may be compensated for services rendered to the Association other than in their capacities as committee members.

6.02 Proceedings of Committee. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board. The power and authority of each committee shall only be to make recommendations to the Board, which shall have the final decision whether to take any action or not.

6.03 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least two thirds of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation either to the President, the Board, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to

disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.01 Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was a Director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

ARTICLE VIII FISCAL YEAR AND SEAL

8.01 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

8.02 Seal. The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

ARTICLE IX MISCELLANEOUS

9.01 Rules and Regulations. The Board may from time to

time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided by the Board with copies of all amendments and revisions thereof.

9.02 Declaration. In the event that the terms of these Bylaws shall conflict with the terms of the Declaration with respect to any aspect of the Association including without limitation, its membership, duties and powers, the terms of the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, consisting of all of the incorporators of the Association, have hereunto set their hands and seals this 18 day of July 1990.

Date

Incorporator

Incorporator

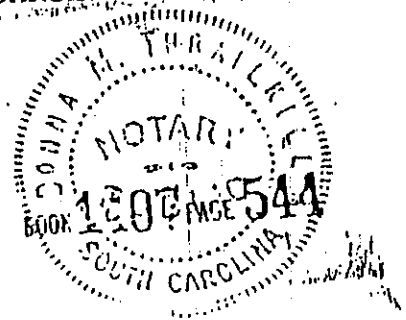
Incorporator

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

On the 18 day of July, 1990, personally appeared before me the signers of the within and foregoing Bylaws of COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, Inc. each of whom duly acknowledged to me that he executed the same.

Dorinda M. Thrallkill
NOTARY PUBLIC FOR THE STATE
OF SOUTH CAROLINA

My Commission expires: December 1992



The State of South Carolina

EXECUTIVE DEPARTMENT

26,461

CERTIFICATE OF INCORPORATION

BY THE SECRETARY OF STATE

WHEREAS, C. Ray Jackson, 109 Charter Dr., Longs, SC
Nancy E. Rehm, 614-D 36th Ave., N. Myrtle Beach, SC
John Laymon, 302 Muirfield Rd., Myrtle Beach, SC

two or more of the officers or agents appointed to supervise or manage the affairs of

COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, INC.

which has been duly and regularly organized, did on the 20th day of
June, A. D. 1990, file with Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold property in common for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three days' notice in the Sun News, a newspaper published in the County of Horry has been given that the aforesaid Declaration would be filed.

AND WHEREAS, Said Declarants and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is COLONIAL CHARTERS COMMUNITY MASTER ASSOCIATION, INC.

THIRD: The place at which it proposes to have its headquarters or be located is 109 Charter Drive Longs, SC 29568

FOURTH: The purpose of the said proposed Corporation is to manage, own and operate the Master Association for Colonial Charters Community.

11/14/87
19.1
FILED
HORRY COUNTY
STATE OF SOUTH CAROLINA
COUNTY OF HORRY

90 OCT 26 PM 4:15
R.M.C.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONIAL CHARTERS DEVELOPMENT

WHEREAS, on July 15, 1990, GOLF LINKS DEVELOPMENT, INC. as Declarant created certain covenants and restrictions (the "Declaration") for COLONIAL CHARTERS DEVELOPMENT to run with the land subjected thereto by recording the Declaration in Deed Book 1407 at page 495 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, Article II of the Declaration reserved the right in the Declarant to add additional property to the Declaration.

NOW THEREFORE, for good and valuable consideration, the Declarant hereby amends the Declaration as follows:

- (1) The property described in Exhibit A hereto which is incorporated herein by reference is hereby added to the Declaration.
- (2) Except as specifically amended hereby, the Declaration remains exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on Oct. 23, 1990.

WITNESSES:

Declarant:
GOLF LINKS DEVELOPMENT, INC.

By: [Signature]
Its President

And By: [Signature]
Its Secretary

[Signature]
[Signature]
[Signature]
[Signature]

EXHIBIT A

ALL AND SINGULAR, all that certain piece, parcel or lot of land, lying and being in Little River Township, Horry County, South Carolina containing 35.33 acres more or less and being more particularly described as Phase II-B on a plat of Colonial Charters Development as prepared by DDC Engineers, Inc. dated March 6, 1990 and recorded March 8, 1990, in the office of the RMC for Horry County, South Carolina in Plat Book 108 at page 154, said plat being incorporated herein by reference as forming a part of this description.

HORRY COUNTY ASSESSOR

117-00-02-106

Map

Bk

Parcel

+ 117-21-01-023 thru 092

10-29-90

3

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR COLONIAL CHARTERS
DEVELOPMENT

WHEREAS, on July 15, 1990, GOLF LINKS DEVELOPMENT, INC. as Declarant executed a Document entitled Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development creating certain covenants and restrictions for COLONIAL CHARTERS DEVELOPMENT to run with the land subjected thereto; and

WHEREAS, the Declaration was by recorded in Deed Book 1407 at page 495 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, in order to submit additional property designated as Phase II-B of Colonial Charters Development to the Declaration, the Declarant executed an Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "First Amendment") dated October 23, 1990 and recorded October 26, 1990 in Deed Book 1431 at Page 1 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the description of Phase II-B of Colonial Charters Development was incorrect; and

WHEREAS, the Declarant reserved the right in the Declaration to Amend the Declaration to correct a scrivener's error; and

WHEREAS, Article II of the Declaration reserved the right in the Declarant to add additional property to the Declaration.

NOW THEREFORE, for good and valuable consideration, the Declarant hereby amends the Declaration as follows:

(1) Exhibit A of the First Amendment is hereby amended to read as follows:

Phase II-B:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, lying and being in Little River Township, Horry County, South Carolina containing 34.30 acres more or less and being more particularly described as Phase II-B on a plat of Colonial Charters Development as prepared by DDC Engineers, Inc. dated March 21, 1990 and recorded May 25, 1990 in the office of the RMC for Horry County, South Carolina in Plat Book 109 page 208 said plat being incorporated herein by reference as forming a part of this description.

(2) The property described in Exhibit B hereto which is incorporated herein by reference is hereby submitted to the terms of the Declaration.

(3) Except as specifically amended hereby, the Declaration and the First Amendment remains exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on February 12, 1991, 1991.

WITNESSES:

Declarant:

GOLF LINKS DEVELOPMENT, INC.

By:

[Signature]
Its President

And By:

[Signature]
Its Secretary

[Signature]
[Signature]

[Signature]
[Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named GOLF LINKS DEVELOPMENT, INC., by FRANK A. CHIANESE, its President and by C. RAY JACKSON its Secretary sign, seal and as its act and deed deliver the within written Amendment; and that (s)he with the other witness subscribed above witnessed the execution thereof.

Robert B. Watson

SWORN to before me this
12th day of February, 1991.

Nancy G. Lehn

Notary Public for South Carolina

My Commission expires: My Commission Expires June 19, 1991

EXHIBIT B

Phase IV-B, Parcel A:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, lying and being in Little River Township, Horry County, South Carolina containing 1.80 acres more or less and being more particularly described as Phase IV-B, Parcel A on a plat of Colonial Charters Development as prepared by DDC Engineers, Inc. dated February 3, 1991 and recorded _____ in the office of the RMC for Horry County, South Carolina in Plat Book _____ at Page _____, said plat being incorporated herein by reference as forming a part of this description.

D.B. 1800
Pg. 1244

212868

FILED
STATE OF SOUTH CAROLINA Horry County, S.C. THIRD AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
COUNTY OF HORRY MAY 22 AM 11:19 FOR COLONIAL CHARTERS
COMMUNITY (PHASES I, II-A and
R.M.C.) II-A+)

(100)

WHEREAS, COLONIAL CHARTERS ASSOCIATES LIMITED PARTNERSHIP (hereinafter called "Developer"), filed a Declaration of Covenants and Restrictions for Colonial Charters Community on July 13, 1987, recorded in Deed Book 1147 at Page 33, in the R.M.C. Office for Horry County, (these Restrictions sometimes being referred to herein as the "Original Declaration"); and

WHEREAS, the Developer did subsequently file an Amended Declaration of Covenants and Restrictions dated May 20, 1988, and recorded in the R.M.C. Office for Horry County in Deed Book 1220 at Page 387 (sometimes hereinafter referred to as the "First Amendment"); and

WHEREAS, the Developer did file a Second Amendment to Declaration of Covenants and Restrictions for Colonial Charters Community dated March 7, 1990 and recorded on March 8, 1990 in the R.M.C. Office for Horry County in Deed Book 1375 at Page 157 (hereinafter sometimes referred to as the "Second Amendment"); and

WHEREAS, the Original Declaration applied to Phase I (Lots 1 -110); and

WHEREAS, the First Amendment applied to Phase I (Lots 1 - 110) and Phase II-A (Lots 111 - 120); and

WHEREAS, the Second Amendment caused to be included the property known as Phase II-A+ (Lots 121 - 131), under the

Horry County Assessor
117-18 4 117-19
Map Blk Parcel
5-23-95

Patrick Law Offices
P. O. Box 16569
Surfside Beach,
S.C. 29587

BOOK 1800 PAGE 1244

1244

provisions of the Amended Declaration of Covenants and Restrictions; and

WHEREAS, Phases I, II-A, and II-A+ are sometimes hereinafter collective referred to as "Colonial Charters Club Estates"; and

WHEREAS, the Developer, at or about the time of the filing of the Declaration of Covenants and Restrictions for Colonial Charters Community in July of 1987, established Colonial Charters Property Owners' Association, Inc. (hereinafter sometimes referred to herein as the "Association") for the purposes set out in the Declaration and in the Bylaws of the Association; and

WHEREAS, the Association is now under the direction and control of the individual owners of Colonial Charters Club Estates rather than the Developer; and

WHEREAS, the Developer's membership in the Association has been converted to Class "A" membership in accordance with Section 3.4 of the Amended Declaration; and

WHEREAS, the Association has determined that it is in the best interest of the property owners at Colonial Charters Club Estates to further amend the Declaration; and

WHEREAS, the Association has called, through due notice to its membership, a meeting at which a Resolution was approved by the owners holding at least three-fourths (3/4) of the total votes in the Association, adopting this Third Amendment to the Declaration of Covenants and Restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Association hereby declares that this Third Amendment to Declaration of Covenants and Restrictions for Colonial Charters Community (Phases I, II-A, and II-A+) is hereby adopted and shall be of full force and effect upon the filing of this Amendment with the R.M.C. Office of Horry County.

1. Article VI, Section 6.1 is amended to delete the phrase "except for the Developer" that appears in the first sentence. The final sentence of that Section is amended to provide that the Developer, upon the filing of this Third Amendment, shall be required to pay assessments. Section 6.1 is further amended to provide that the Annual Assessments shall be collected on a monthly basis. Section 6.1, as amended, shall read as follows:

Section 6.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, Dwelling or Commercial Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in some deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for the maintenance of the Common Areas and Restricted Common Areas including such reasonable reserves as the Association may deem necessary and, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs of collection, and reasonable attorney's fees for the collection thereof, shall be a charge on the Lot, Dwelling or Unit, and shall be a continuing lien upon the Property against which each such assessment is made. Annual assessments shall be collected on a monthly basis. Each such assessment, together with interest, costs of collection and reasonable attorney's fees for the collection thereof, shall also be the personal obligation of the person who was the Owner of such

Property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Notwithstanding any other provision in these documents to the contrary, as of the date of the filing of this Third Amendment, the Developer shall be obligated to pay for any annual or special assessments on Lots, Dwellings or Units owned by the Developer.

2. Section 6.8 is amended to change quarterly payments to monthly payments. Section 6.8 is further amended to provide that the Developer shall commence paying assessments as to Lots owned by it on the first day of the month following the filing of this Third Amendment. Section 6.8, as amended, shall read as follows:

Section 6.8. Date of Commencement of Annual Assessments: Due Dates. In respect to unsold Lots, Dwellings, or Units retained by the Developer, the annual assessments provided for herein shall commence as to each dwelling, lot or commercial unit owned by the Developer, on the first day of the month following the filing of this Third Amendment. Annual assessments for all other owners shall commence on the day record title is transferred to such owner. Annual assessments shall be adjusted according to the number of days remaining in that month. The Board of Directors shall fix the amount of the annual assessment against each Dwelling, Lot or Commercial 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. Monthly payments for assessments are due on the first day of each month. The Board of Directors may change the due dates upon notice to the Members. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether the assessments on a specified Dwelling, Lot or Commercial Unit have been paid. A properly executed certificate of the Association as to the status of the assessments on a Dwelling, Lot or Commercial Unit is binding upon the Association as of the date of its issuance.

3. Article VII, Section 7.1 is amended to add to the end of the paragraph the phrase "and the current Architectural Review Board Standards". Section 7.1, as amended, shall read as follows:

Section 7.1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, drive or other improvement shall be placed or altered on any Dwelling, Lot or Commercial Unit except in accordance with the provisions of this Amended Declaration and the current Architectural Review Board Standards.

4. Section 7.2 is amended to substitute "Architectural Review Board" for "Developer". Section 7.2, as amended, shall read as follows:

Section 7.2. Buildings, Fences, Walls, etc. No building, fence, wall or other structure, no change, addition or modification thereto, and no change in topography, landscaping or any other items shall be commenced, erected, or maintained upon any portion of the Community, nor shall any exterior addition to nor change be made until the plans and specifications showing the nature, kind, size, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Architectural Review Board. Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. Such Architectural Review Board shall be comprised of not less than three (3) representatives to be appointed by the Board of Directors of the Association. In the event the Architectural Review Board fails to approve or disapprove any request within thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved, and this Article shall be deemed to have been fully complied with; provided, however, that no such failure to act when no request has been submitted shall be deemed as approval of any matters specifically prohibited by

this or any other provisions of this Declaration. Refusal or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which the Architectural Review Board may deem sufficient in its sole and uncontrolled discretion.

No fences whatsoever shall be erected nor allowed to remain in the Community except approved fences. Said fences shall be allowed only after obtaining prior written approval of the Architectural Review Board.

5. Section 7.21 is deleted in its entirety and the following language substituted therefore:

Section 7.21. Signs. To protect the residential appearance of Colonial Charters Club Estates, only signs meeting the design criteria of the Architectural Review Board will be allowed on residential lots. Only three (3) types of signs are allowed on a residential lot. These are:

1. Owner signs; i.e., the name of the current owner/house number/decorative (good taste);
2. General contractor signs - These will be one-sided wooden signs and must be approved by the Architectural Review Board before placement. Contractor signs should be placed parallel to the street and removed prior to final approval of construction by the Architectural Review Board prior to occupancy.
3. The Developer may post one temporary "For Sale" sign on each Property until such time as all lots owned by the Developer or his assigns have been sold.

No other sign (i.e., Realtor, Open House, Subcontractor, For Sale By Owner, etc.) will be allowed and no signs are allowed on the rear (golf course) side of a home or lot. Signs not meeting Architectural Review Board standards and not approved by the Architectural Review Board before being installed will be removed.

6. Section 7.22 is amended to add at the end of the paragraph "except as specifically provided for in the

Architectural Review Board Design Standards. Section 7.22, as amended, and shall read as follows:

Section 7.22. Communication System. There shall not be permitted nor maintained any type of radio or communications system antenna or satellite dish on any exterior portion of a Dwelling or Commercial Unit, nor shall any such antenna or satellite dish be maintained inside a Dwelling or Commercial Unit or Lot, except as specifically provided for in the Architectural Review Board Design Standards.

7. An additional Section is to be added and shall read as follows:

9. Severability. Whenever possible, each provision of this Third Amendment to Declaration shall be interpreted in such a manner as to be effective and valid, but if the application of any provision of this Amendment to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Amendment are declared to be severable.

8. The Declaration, as amended by the First and Second Amendments, in all other respects except as to the extent which would be inconsistent with the amendments made herein, shall continue in effect as recorded.

IN WITNESS WHEREOF, the Association has executed this Amendment on this 22nd day of May, 1995.

COLONIAL CHARTERS PROPERTY OWNERS ASSOCIATION, INC.

William H. Bazzano
Marcella S. Jock

BY: Michael W. P. King

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

Personally appeared before me one of the above signed witnesses and after being duly sworn deposes that s/he saw the within named COLONIAL CHARTERS PROPERTY OWNERS ASSOCIATION, INC., by and through RICHARD V. PITMAN, JR., its President, as its act and deed sign, seal and deliver the within Amendment to the Declaration of Covenants and Restrictions of Colonial Charters Community, and that she/he with the below signed Notary Public witnessed the execution thereof.

William R. Bazzarre
Witness

Sworn to before me this 22nd day of
May, 1995.

Debra M. Brown
Notary Public for the State
of South Carolina

My Commission Expires: 10/20/2002

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR COLONIAL CHARTERS
DEVELOPMENT §

WHEREAS, on July 15, 1990, GOLF LINKS DEVELOPMENT, INC. as Declarant executed a Document entitled Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development creating certain covenants and restrictions for COLONIAL CHARTERS DEVELOPMENT to run with the land subjected thereto; and

WHEREAS, the Declaration was by recorded in Deed Book 1407 at page 495 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "First Amendment") dated October 23, 1990 and recorded October 26, 1990 in Deed Book 1431 at Page 1 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Second Amendment") dated February 12, 1991 and recorded February 13, 1991 in Deed Book 1450 at Page 801 of the office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Third Amendment") dated April 24, 1991 and recorded May 3, 1991 in Deed Book 1467 at Page 273

of the office of the RMC for Horry County, South Carolina; and

WHEREAS, Article II of the Declaration reserved the right in the Declarant to add additional property to the Declaration.

NOW THEREFORE, for good and valuable consideration, the Declarant hereby amends the Declaration as follows:

(1) The property described in Exhibit A hereto which is incorporated herein by reference is hereby submitted to the terms of the Declaration.

(2) Except as specifically amended hereby, the Declaration, and all Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on Sept. 18th, 1991.

WITNESSES:

Declarant:

GOLF LINKS DEVELOPMENT, INC.

Tyrese B. Yanch
Connie Estep

By: [Signature]
Its President

Tyrese B. Yanch
Connie Estep

And By: [Signature]
Its Secretary

SOUTH CAROLINA)

PROBATE

F HORRY)

LY appeared before me the undersigned witness and made
t (s)he saw the within named GOLF LINKS DEVELOPMENT,
Dr. Chianese, its President and by
Jackson its Secretary sign, seal and as its act and
iver the within written Amendment; and that (s)he with
r witness subscribed above witnessed the execution

James B. Ganch

before me this
y of Sept., 1991.

nie Estep
ublic for South Carolina

ssion expires: 3-1-99

EXHIBIT A

ALL AND SINGULAR, all that certain piece, parcel or lot of land, lying and being in Little River Township, Horry County, South Carolina containing 6.45 acres more or less and being more particularly described as Phase IV-A on a plat of Colonial Charters Development as prepared by DDC Engineers, Inc. dated February 19, 1991, revised July 9, 1991 and recorded July 29, 1991, in the office of the RMC for Horry County, South Carolina in Plat Book 116 at page 14, said plat being incorporated herein by reference as forming a part of this description.

of the office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Fourth Amendment") dated September 18, 1991 and recorded September 18, 1991 in Deed Book 1495 at Page 279 of the office of the RMC for Horry County, South Carolina; and

WHEREAS, Article II of the Declaration reserved the right in the Declarant to add additional property to the Declaration.

NOW THEREFORE, for good and valuable consideration, the Declarant hereby amends the Declaration as follows:

(1) The property described in Exhibit A hereto which is incorporated herein by reference is hereby submitted to the terms of the Declaration.

(2) Except as specifically amended hereby, the Declaration, and all Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on March 24, 1992.

WITNESSES:

Declarant:

GOLF LINKS DEVELOPMENT, INC.

By: Frank A. Chiarese by [Signature], PSA
Its President

And By: [Signature]
Its Secretary

[Signature]
Cornie Estep
[Signature]
Cornie Estep

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named GOLF LINKS DEVELOPMENT, INC., by D. Chinese, its President and by C. Ray Jackson its Secretary sign, seal and as its act and deed deliver the within written Amendment; and that (s)he with the other witness subscribed above witnessed the execution thereof.

Jessica M. Mornily

SWORN to before me this 24th day of March, 1992.

Connie Estep
Notary Public for South Carolina

My Commission expires: 3-1-99

FILED
STATE OF SOUTH CAROLINA Horry County, S.C.
COUNTY OF Horry 92 MAR 25 AM 11:58
R.M.C.

FIFTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR COLONIAL CHARTERS
DEVELOPMENT

WHEREAS, on July 15, 1990, GOLF LINKS DEVELOPMENT, INC. as Declarant executed a Document entitled Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development creating certain covenants and restrictions for COLONIAL CHARTERS DEVELOPMENT to run with the land subjected thereto; and

WHEREAS, the Declaration was by recorded in Deed Book 1407 at page 495 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "First Amendment") dated October 23, 1990 and recorded October 26, 1990 in Deed Book 1431 at Page 1 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Second Amendment") dated February 12, 1991 and recorded February 13, 1991 in Deed Book 1450 at Page 801 of the office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Third Amendment") dated April 24, 1991 and recorded May 3, 1991 in Deed Book 1467 at Page 273

1535/680

EXHIBIT A

ALL AND SINGULAR, all that certain piece, parcel or lot of land, lying and being in Little River Township, Horry County, South Carolina containing 0.82 acres more or less and being more particularly described as Phase IV-B, Parcel C on a plat of Colonial Charters Development as prepared by DDC Engineers, Inc. dated March 10, 1992 and recorded MARCH 25, 1992 in the office of the RMC for Horry County, South Carolina in Plat Book C at Page 223, said plat being incorporated herein by reference as forming a part of this description.

Deed bk. 1627
Pg. 448

76302

(D)

STATE OF SOUTH CAROLINA COUNTY
COUNTY OF HORRY 93 APR 12 AM 11:13

SIXTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR COLONIAL CHARTERS
DEVELOPMENT

R.M.C.

WHEREAS, on July 15, 1990, GOLF LINKS DEVELOPMENT, INC. as Declarant executed a Document entitled Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development creating certain covenants and restrictions for COLONIAL CHARTERS DEVELOPMENT to run with the land subjected thereto; and

WHEREAS, the Declaration was by recorded in Deed Book 1407 at page 495 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "First Amendment") dated October 23, 1990 and recorded October 26, 1990 in Deed Book 1431 at Page 1 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Second Amendment") dated February 12, 1991 and recorded February 13, 1991 in Deed Book 1450 at Page 801 of the office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Third Amendment") dated April 24, 1991 and recorded May 3, 1991 in Deed Book 1467 at Page 273

BOOK 1627 PAGE 448 448

of the office of the RMC for Horry County, South Carolina; and
WHEREAS, the Declaration was amended by Fourth Amendment to
Declaration of Covenants, Conditions and Restrictions for
Colonial Charters Development (the "Fourth Amendment") dated
September 18, 1991 and recorded September 18, 1991 in Deed Book
1495 at Page 279 of the office of the RMC for Horry County, South
Carolina; and

WHEREAS, the Declaration was amended by Fifth Amendment to
Declaration of Covenants, Conditions and Restrictions for
Colonial Charters Development (the "Fifth Amendment") dated March
24, 1992 and recorded March 25, 1992 in Deed Book 1535 at Page
680 of the office of the RMC for Horry County, South Carolina;
and

WHEREAS, Article II of the Declaration reserved the right in
the Declarant to add additional property to the Declaration.

NOW THEREFORE, for good and valuable consideration, the
Declarant hereby amends the Declaration as follows:

(1) The property described in Exhibit A hereto which is
incorporated herein by reference is hereby submitted to the terms
of the Declaration.

(2) Except as specifically amended hereby, the Declaration,
and all Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, the Declarant has executed this
Declaration on April 2nd, 1993.

WITNESSES:

Declarant:

GOLF LINKS DEVELOPMENT, INC.

Kim Beverly
Connie Estep

By: [Signature]
Its President

BOOK 1627 PAGE 449

449

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named GOLF LINKS DEVELOPMENT, INC., by Frank Chanese, its President, sign, seal and as its act and deed deliver the within written amendment; and that (s)he with the other witness subscribed above witnessed the execution thereof.

Kim Beverly

SWORN to before me this
2nd day of April, 1993.

Corrie Estep
Notary Public for South Carolina

My Commission expires: 3-1-99

Exhibit A

ALL AND SINGULAR, all those certain pieces, parcels or lots of land, as follows:

Parcel A:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, lying and being in Little River Rowship, Horry County, South Carolina containing 1.21 acres more or less and being more particularly described as Phase IV-D, Parcel A on a plat of Colonial Charters Development as prepared by DDC Engineers, Inc. dated March 29, 1993 and recorded April 13 1993 in the office of the RMC for Horry County, South Carolina in Plat Book C at page 245, said plat being incorporated herein by reference as forming a part of this description.

HORRY COUNTY ASSESSOR
117-00-02-151-165
Map Bk Parcel
4-13-93 SFP

BOOK 1627 PAGE 451

451

NA 1843, Pg. 732

226102

(B)

FILED

STATE OF SOUTH CAROLINA) SEVENTH AMENDMENT TO DECLARATION
COUNTY OF HORRY) OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR COLONIAL CHARTERS DEVELOPMENT

WHEREAS, on July 15, 1990, GOLF LINKS DEVELOPMENT, Inc., as Declarant executed a Document entitled Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development creating certain covenants and restrictions for COLONIAL CHARTERS DEVELOPMENT to run with the land subjected thereto; and

WHEREAS, the Declaration was by instrument recorded in Deed Book 1407 at Page 495 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "First Amendment") dated October 23, 1990 and recorded October 26, 1990 in Deed Book 1431 at Page 1 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Second Amendment") dated February 12, 1991, and recorded February 13, 1991 in Deed Book 1405 at Page 801 of the Office of the RMC for Horry County, South Carolina; and

BOOK 1843 PAGE 732 732

WHEREAS, the Declaration was amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Third Amendment") dated April 24, 1991 and recorded May 3, 1991 in Deed Book 1467 at Page 273 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Fourth Amendment") dated September 18, 1991 and recorded September 18, 1991 in Deed Book 1495 at Page 279 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Fifth Amendment") dated March 24, 1992 and recorded March 25, 1992 in Deed Book 1535 at Page 680 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Sixth Amendment") dated April 2, 1993 and recorded April 12, 1993 in Deed Book 1627 at Page 448 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, Article II of the Declaration reserved the right in the Declarant to add additional property to the Declaration.

NOW, THEREFORE, for good and valuable consideration, the Declarant hereby amends the Declaration as follows:

(1) The property described in Exhibit A hereto which is incorporated herein by reference is hereby submitted to the terms of the Declaration.

(2) Except as specifically amended hereby, the Declaration, and all Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, The Declarant has executed this Amendment to the Declaration on December 14th, 1995.

WITNESSES:

Declarant:

GOLF LINKS DEVELOPMENT, INC.

By: Frank A. Chianese
its President

(2) [Signature]

(3) [Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE FOR CORPORATION

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named GOLF LINKS DEVELOPMENT, INC. by Frank Chianese, its President sign, seal and as the Corporate act and deed deliver the within written Seventh Amendment to Declaration of Covenants, Conditions and Restrictions and s/he with the other witness witnessed the execution thereof and saw the corporate seal thereto affixed.

[Signature]

SWORN to before me this 14th day of December, 1995.

(S) [Signature] (L.S.)
Notary Public in and for S.C.
My Commission Expires: 5-17-2005



EXHIBIT "A"

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in Little River Township, County of Horry, State of South Carolina, being shown and designated as 3.35 acres, located in Colonial Charters, being more particularly shown on that certain survey prepared for Colonial Charters Devel. Inc. by Culler Land Surveying Co., Inc., dated May 19, 1995, recorded June 23, 1995 in Plat Book 134 at Page 219, Horry County records.

HORRY COUNTY ASSESSOR

117-00-02-175

Map Blk Parcel

1-17-96

BOOK 1843 PAGE 735

735

255205

STATE OF SOUTH CAROLINA) EIGHTH AMENDMENT TO DECLARATION
HORRY COUNTY, S.C.) OF COVENANTS, CONDITIONS
COUNTY OF HORRY) AND RESTRICTIONS
97 MAR 18 PM 2:10 FOR COLONIAL CHARTERS DEVELOPMENT

R.M.C.

WHEREAS, on July 15, 1990, GOLF LINKS DEVELOPMENT, Inc., as Declarant executed a Document entitled Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development creating certain covenants and restrictions for COLONIAL CHARTERS DEVELOPMENT to run with the land subjected thereto; and

WHEREAS, the Declaration was by instrument recorded in Deed Book 1407 at Page 495 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "First Amendment") dated October 23, 1990 and recorded October 26, 1990 in Deed Book 1431 at Page 1 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Second Amendment") dated February 12, 1991, and recorded February 13, 1991 in Deed Book 1405 at Page 801 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Third Amendment") dated April 24, 1991 and recorded May 3, 1991 in Deed Book 1467 at Page 273 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Fourth Amendment") dated September 18, 1991 and recorded September 18, 1991 in Deed Book 1495 at Page 279 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Fifth Amendment") dated March 24, 1992 and recorded March 25, 1992 in Deed Book 1535 at Page 680 of the Office of the RMC for Horry County, South Carolina; and

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WHEREAS, the Declaration was amended by Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Sixth Amendment") dated April 2, 1993 and recorded April 12, 1993 in Deed Book 1627 at Page 448 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, the Declaration was amended by Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Colonial Charters Development (the "Seventh Amendment") dated December 14, 1995 and recorded January 16, 1996 in Deed Book 1843 at Page 732 of the Office of the RMC for Horry County, South Carolina; and

WHEREAS, Article II of the Declaration reserved the right in the Declarant to add additional property to the Declaration.

NOW, THEREFORE, for good and valuable consideration, the Declarant hereby amends the Declaration as follows:

(1) The property described in Exhibit A hereto which is incorporated herein by reference is hereby submitted to the terms of the Declaration.

(2) Except as specifically amended hereby, the Declaration, and all Amendments thereto remain exactly as originally recorded.

IN WITNESS WHEREOF, The Declarant has executed this Amendment to the Declaration on February 28, 1997.

WITNESSES:

Declarant:

GOLF LINKS DEVELOPMENT, INC.

By: [Signature]
its President

[Signature]
WITNESS

[Signature]
WITNESS/Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE FOR CORPORATION

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named GOLF LINKS DEVELOPMENT, INC. by Frank A. Chianese, its President sign, seal and as the Corporate act and deed deliver the within written Seventh Amendment to Declaration of Covenants, Conditions and Restrictions and s/he with the other witness witnessed the execution thereof and saw the corporate seal thereto affixed.

Frank A. Chianese
Frank A. Chianese

SWORN to before me this 28
day of February, 1997.

James Ellen West (L.S.)
Notary Public in and for S.C.
My Commission Expires: 5-17-05

EXHIBIT "A"

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Little River Township, County of Horry, State of South Carolina, being shown and designated as 4.89 acres (including wetlands), located in Colonial Charters and being more particularly shown on that certain survey prepared for Colonial Charters Development, Inc. by Culler Land Surveying Co., Inc., dated June 10, 1996, recorded September 24, 1996 in Plat Book 143 at Page 179, Horry County records, said plat being incorporated by reference herein as part of this description.

LESS AND EXCEPTING:

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in Little River Township, County of Horry, State of South Carolina, being shown and designated as 0.29 acres, located in Colonial Charters being more particularly shown on that certain survey prepared for Colonial Charters Development, Inc. by Culler Land Surveying Co., Inc., dated June 10, 1996, recorded September 24, 1996 in Plat Book 143 at Page 179, Horry County records, said plat being incorporated by reference herein as part of this description.

HORRY COUNTY ASSESSOR

117-0-0-02-217

Map Blk Parcel

3-19-97