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DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
PINEBROOK SUBDIVISION
NORTH MYRTLE BEACH, SOUTH CAROLINA

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Developer:
Bay Tree Investments,
A South Carolina General Partnership
5337 North Kings Highway
Myrtle Beach, South Carolina 29577

HORRY COUNTY ASSESSOR
130-04 03-001 048
Map Blk Parcel 2/5/87
3/11/87

Prepared by:

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Myrtle Beach, South Carolina 29578-3678

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 ELLIE G. RICHARDSON
 CLERK OF COURT

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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
AND EASEMENTS OF
PINEBROOK SUBDIVISION

THIS DECLARATION, made by BAY TREE INVESTMENTS, a South Carolina general partnership, hereinafter referred to as "the Developer";

W I T N E S S E T H:

WHEREAS, the Developer is the Owner of certain real property in Little River Township, North Myrtle Beach, County of Horry, State of South Carolina, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, the Developer proposes to create on such property a Subdivision containing 47 patio home lots, together with common areas as more fully described below (hereafter referred to as "the Subdivision"); and

WHEREAS, the Developer wishes to accomplish the following objectives for its benefit and the benefit of Owners of Lots in the Subdivision by the imposition of the restrictive covenants and easements set forth herein:

(a) To maintain the single-family residential character and integrity of the Subdivision,

(b) To preserve the quality of the natural amenities of the Subdivision,

(c) To minimize any disruption of any disjunctions of the peace and tranquility of the single-family residential environment of the Subdivision,

(d) To prevent the abuse or unwarranted alteration of the natural character of the land in the Subdivision,

(e) To create and encourage a natural rustic character for the homes and real property in the Subdivision,

(f) To prevent any property Owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any Owners of Lots in the Subdivision, and

(g) To keep property values in the Subdivision high, stable and in a state of reasonable appreciation; and

WHEREAS, the Developer is desirous of maintaining design criteria, location, construction specifications, and other controls to assure the integrity of the Subdivision; and

WHEREAS, the Developer is contemplating the acquisition of additional property located immediately to the north and east of the Subdivision for development which may become subsequent phases of this Subdivision and require the protection and benefit of these restrictions and easements;

NOW THEREFORE, the Developer hereby declares that all of the properties described above shall be held, mortgaged, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I Definitions

Section 1. "Association" shall mean and refer to PINEBROOK AT BAY TREE WOOD OWNERS' ASSOCIATION, INC. (a South Carolina eleemosynary corporation), its successors and assigns, the By-Laws of which are attached and incorporated herein by reference as Exhibit "B."

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described and more particularly shown on Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or subject to this Declaration.

Section 3. "Common Areas" shall mean and refer to those areas of land including the easements and interests indicated thereon, if any, shown on the Subdivision Plat of the Properties prepared by C. B. Barry, R.L.S. dated April 17, 1986, recorded in the office of the Clerk of Court for Horry County in Plat Book 9th at page 220 (hereinafter called "The Subdivision Plat"), or by any other means so designated and is defined to be all of the property described on Exhibit "A" attached hereto, less and excepting the lots shown on the Subdivision Plat as Lots 1 through 4. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as here defined, and are not dedicated for use by the general public. Specifically included as part of the Common Areas are all streets, roads, alleys, medians, green areas, easement areas designated as common areas, access easements across other real property, parks and the like as shown on the Subdivision Plat. However, no general plan or plat of the Properties showing adjoining areas which may later be developed as additional phases of the development shall be included as Common Areas nor shall the Association or any Owner be entitled to any right, title or interest therein unless and until such adjoining area shall have been formally included as a part of the development by the Developer pursuant to the terms hereinafter contained.

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Section 4. "Lots" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for detached homesite or patio home use, specifically Lots 1 through 47 shown on the Subdivision Plat, but shall not include the Common Areas as herein defined.

Section 5. "Patio Homes" as used herein or otherwise referred to in any other documents pertaining to the sale of property in the subject area shall be synonymous with the term "Lot" and/or "Lots".

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner.

Section 7. "Developer" shall mean and refer to Bay Tree Investments, a South Carolina general partnership, its successors and assigns.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article II, Section 1 hereof.

Section 9. "Development", "Project" and "Community" shall all mean and refer to the Subdivision to be developed and constructed by the Developer.

Section 10. "Plans", "Specifications", "Elevations", "Exterior Designs" or such like terms shall refer to and encompass the Plans, Specifications, Elevations, Exterior Designs as well as setbacks, locations, etc. approved by the Developer.

ARTICLE II Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is an Owner of any Lot which is subjected by this Declaration to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners excepting the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, the vote attributable to such Lot shall be exercised as such persons

mutually determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The sole Class B member shall be the Developer. The Class B member shall be entitled to four votes for each Lot in which it holds the interest required for membership under Section 1 of this Article. The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of either of the following two events:

1. When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership (Lots shall include any additional phases which Developer might bring under the terms of this agreement) or
2. Three years from the date of this Declaration.

When a purchaser of an individual Lot or Lots takes title therein from the Developer, such purchaser becomes a Class A Member.

ARTICLE III Property Rights in the Common Areas

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article III, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before twelve (12) months from the date of recording of this Declaration, it will convey to the Association, by limited warranty deed fee simple title to the Common Areas, subject, however, to all liens and encumbrances of record and to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

"In order to preserve and enhance the property values and amenities of the community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Areas shall include, but not be limited to, the repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections and appurtenances."

This Section shall not be amended so as to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas.

Section 3. Extent of Members' Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, to dedicate, transfer or convey all or any part of the Common Areas with or without consideration, to any successor association, governmental body, district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Areas by the Members of the Association;

(b) The right of the Developer, and of the Association, to grant and reserve easements and right-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities and services, including a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights-of-way through, over and upon and across the Common Areas for the completion of the Development, including the sale and development of properties adjacent to the Subdivision, whether or not made subject to the provisions hereof, and for the operation and maintenance of the Common Areas;

(c) The right of visitors, invitees, etc., to ingress and egress in and over those portions of the Common Areas that lie between the private roadways, parking lots and/or driveways (and over any other portion of the Common Areas in the case of the latter) to the nearest public highway;

(d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; provided, however, that the right of a Member to ingress and egress over the roads and/or parking areas shall not be suspended;

(e) The rights of the Association, in accordance with law, and its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and in pursuance thereof to mortgage the same.

Section 4. Delegation of Rights. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities to his employees, tenants, invitees or licensees.

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Section 5. Additional Structures. Neither the Association nor any Owner or any group of Owners shall, without the prior written approval of Developer, erect, construct or otherwise locate any structure or other improvement in the Common Areas.

ARTICLE IV
Right of Association to Alter,
Improve, Maintain and Repair
Common Areas and Drainage Ditch Area

The Association shall have the right to make or cause to be made such alterations, modifications, improvements, repairs, maintenances and replacements to the Common Areas and the drainage ditch area(s), and the cost thereof shall be assessed as common expenses and collected from the Lot Owners on an equal basis.

ARTICLE V
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such 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, 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 lien in favor of the Association on a continuing basis upon the property owned by each such assessment made. 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 fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties (and their respective families, guests, tenants and invitees) and for the improvement, protection, replacement and maintenance of the Common Areas and for the provisions of various forms of insurance for the Association, its property, members, directors, officers, employees and agents.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Eighty-four and No/100 (\$384.00) Dollars per Lot.

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(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than 60 days nor more than 90 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to any Lots on the first day of the month following the conveyance thereof by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least

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thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight and three-fourths (8-3/4%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property (as in the foreclosure of a mortgage), or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any deed or other proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL REVIEW

Section 1. Buildings, fences, walls, etc. No building, fence, wall or other structure, and no change in topography, landscaping or any other item shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations 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 Developer. Provided, however, that upon the Developer's selling of all the Lots in the Subdivision, this right of approval shall be transferred to an architectural review board of the Association. 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. Provided, further, that the Developer may transfer its rights of approval under this Declaration prior to its selling all of the Lots in the Development if it so chooses. In the event the Developer or 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 shall be deemed an approval of any matters specifically prohibited by any other provision 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 in the sole and uncontrolled discretion of the Developer or the architectural review board may deem sufficient. 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. The transfer of control shall not be mandatory on the part of the Developer if the Developer has brought another phase under the terms of this Declaration on or before the time the last Lot in the other phase or phases has been sold.

ARTICLE VII

Restrictions Upon Uses of Lots and Structures Applicable to All Lots.

Section 1. Conformity and Approval of Structures. No structure, fence, sidewalk, wall, drive or other improvement shall be placed or altered on any Lot except in accordance with the provisions of this Declaration.

Section 2. Subdivision of Lot: Easements and Encroachments. No Lot shall be subdivided except as hereinafter provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established. Provided, however, as to buildings constructed certain of the roofs of the various houses may overhang portions of an adjoining Lot. An easement in perpetuity is hereby reserved to the owner of the title to each of said lots for the construction, repair and maintenance of such roof overhang so long as it stands. In the event any such roof overhang is partially or totally destroyed or removed, it may be rebuilt in the same location as the original construction and the easement shall continue so long as it stands. Such encroachments and easements shall not be considered or determined to be encumbrances upon the servient Lot and the servient Lot Owner shall not be entitled to damages or injunctive relief because of the construction, re-construction or maintenance of the roof overhang. Provided further, however, if any portion of any common areas unintentionally encroaches upon a Lot or any part thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of improvements to a Lot unintentionally encroaches upon any common area or upon an adjoining Lot or Lots or any portion thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any improvement or part thereof is partially or totally destroyed and then rebuilt,

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any encroachment of any common area upon a Lot or Lots or encroachment of a Lot or Lots upon any common area or upon an adjoining Lot or Lots resulting because of such rebuilding, shall be permitted, and a valid easement shall exist for the maintenance of such encroachments so long as the same stand. Such encroachments and easements shall not be considered or determined to be encumbrances either on any common area or any Lot or Lots, and no Lot Owner shall be entitled damages or injunctive relief because of the construction, re-construction or maintenance thereof.

Section 3. Increased Size of Lots. Lot or Lots may be subdivided provided the effect is to increase the size of the adjoining Lot or Lots. In such cases, the Developer may alter the building or set-back lines to conform. Should the Owner or Owners of any Lots and/or portions of Lots which have been combined for a single building site subsequently wish to revert to the original plan of Subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Developer is first had and obtained. In such instances, the adjoining Lot Owners, or other Owners in the Subdivision shall not have the right to pass on or interfere with such Lots rearrangement. Such rights shall be exclusively that of the Developer or any successors or assigns to whom the Developer may expressly have transferred such rights, but the purchaser of any other Lot in the Subdivision does not, by virtue of his status as a purchaser, become any such successor or assign.

Section 4. Alteration of Building Lines in the Best Interest of Development. Where because of size, natural terrain, or any other reason in the sole opinion of the Developer, it should be in the best interest of the development of this Subdivision that the existing lines be altered or changed, then Developer reserves the right to alter or change said lines, and no other, the right to change said lines to meet such conditions. The Developer specifically reserves the right to transfer and assign this right of change of building lines to the Architectural Control Committee hereinafter established.

Section 5. Residential Use of Lots. All Lots shall be used for single-family residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling constructed in accordance with the Plans and Specifications, provided, however, that nothing contained herein shall be construed to prevent the Developer from maintaining one or more model homes and/or sales offices in the Subdivision for the purpose of selling property in the Subdivision.

Section 6. Maintenance of Lots. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such Lot which shall tend to substantially decrease

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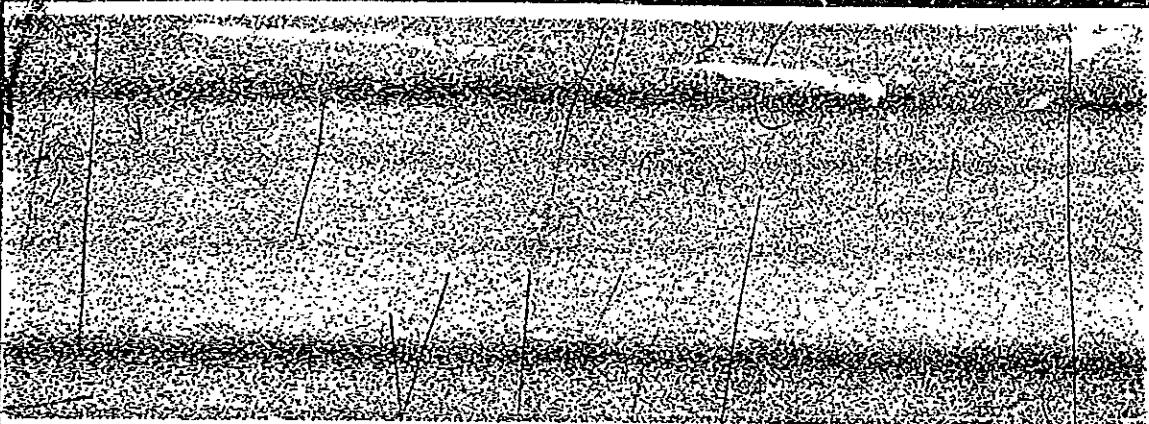
Section 9. Prohibition Against Business Activity and "Time-Sharing" Use. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon a Lot or Lots. Provided, however, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said Lots or the showing of said houses for the purpose of selling houses in the Subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales in the Subdivision. Provided, however, that nothing herein contained shall prevent the Developer from erecting and maintaining sales and marketing signs in common areas. No Lot or structure shall be "time-shared", nor shall any Lot or structure be owned, used or operated in violation of the statutory provisions regulating Vacation Time Sharing Plans, S.C. Code Ann. §527-32-10 et seq. (1980 Supp.), as the same may be amended from time to time, nor shall any Lot or structure be owned, used or operated so as to constitute such Lot or structure as a "time-sharing unit" within the meaning of such statutory provisions.

Section 10. Mining and Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the premises, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or materials of any kind be produced or extracted from the premises.

Section 11. Garbage Disposal. Each Lot Owner shall provide underground trash receptacles or similar facilities in accordance with reasonable standards established by the Developer, without garbage containers of the type approved by the Developer, which shall be visible from the streets on garbage pickup days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage on any Lot or within the Subdivision or Development shall be permitted. Provided, however, that Owner shall be permitted to modify the requirements of this Section 11 where necessary to comply with orders of governing bodies.

Section 12. Easement for Utilities. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon, across and under each Lot and Common Area for the erection, maintenance, installation and use of electrical and telephone wires, cables, conduits, sewers, water or other public convenience or utilities, including easement for privately owned television and other communications cable and equipment, and the Developer may further cut drainways for surface water when such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any

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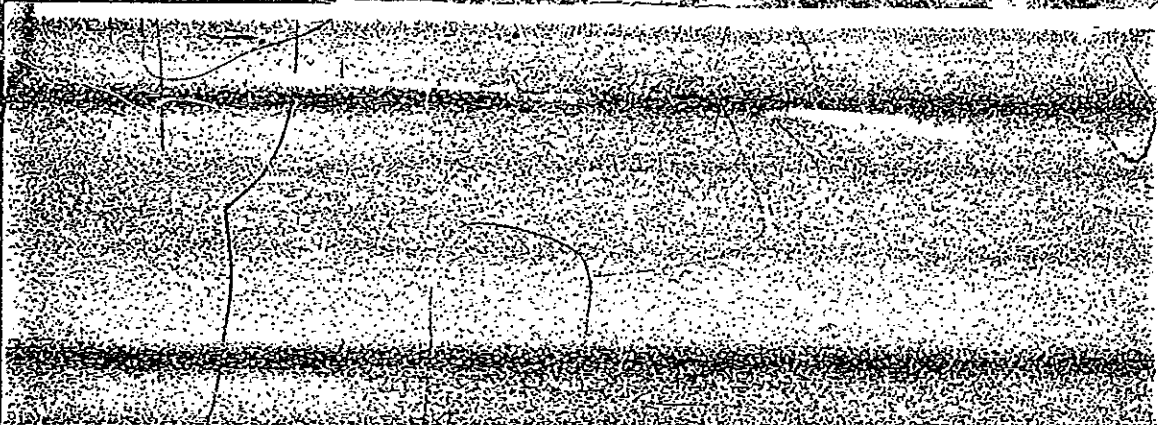


the beauty of the neighborhood as a whole or the specific area. Every Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot to the Association and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. Any Owner may choose to perform maintenance on his own yard that would normally be the responsibility of the Association, but in no event, shall such Owner be entitled to any offset or deduction in his assessments, for performing such maintenance. The Association is hereby granted a perpetual easement across each Lot for the purposes of carrying out its responsibilities under this Section.

Section 7. Nuisances. No noise, odors or offensive activity shall be carried on any Lot or within the development which shall be deemed to be a nuisance, annoyance or a nuisance to the neighborhood. No trash, leaves or rubbish may be burned on any Lot or within the development nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owner thereof.

Section 8. Exclusion of Above Ground Utilities. All electrical service, telephone and cable television (CATV) lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the premises. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the development. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

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trees, bushes or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential Lot Designated for use on the applicable plat of the residential Subdivision, or to locate same upon an adjacent Lot with permission of the Owner of such adjacent Lot. Such rights may be exercised by the licensee of the Developer but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of Ingress and egress provided for in this paragraph. Provided, however, that such easements and rights, shall be restricted to the roads, streets, alleys and easements as shown and designated on the applicable plat or plans of the Development.

Section 13. Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during construction of the main dwelling house, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or permitted to remain on the Lot after completion of construction. No trailer, motor home, tent, barn, camper, bus, tree house or other similar vehicle, out-building or structure shall be placed on any Lot at any time either temporarily or permanently.

Section 14. Storage Receptacles. No fuel tanks or other storage receptacles may be exposed to view, and may be installed only within the main dwelling house or buried underground. Any exterior storage receptacles or storage units shall be screened from view from all Common Areas and adjoining Lots.

Section 15. Replatting of Lots. No Lot shall be subdivided, or its boundary lines changed, except as herein provided. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any two or more Lots owned by the Developer shown on the plat of said Subdivision prior to delivery of the deed therefor in order to create a modified building Lot or Lots. The restrictions and covenants herein apply to each such building Lot so created or recreated.

Section 16. Clotheslines. No clothesline or drying yards shall be located upon the premises so as to be visible from any Common Area or from any adjoining Lots.

Section 17. Water Systems. No individual water supply system shall be permitted upon the premises with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects,

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Including the pump and the covering or screen thereof, by the Developer, its successors or assigns, prior to installation.

Section 18. Off-Street Parking. Adequate off-street parking shall be provided by the Lot Owner herein for the parking of automobiles or other vehicles owned by said Owner and said Owner agrees not to park his automobile or other vehicles on the streets or Common Areas in the Subdivision. No travel trailers or mobile homes, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, trucks, or commercial vehicles, or boat trailers or boats shall be kept, stored or parked overnight, either on any Common Area, specifically including streets, or any Lot, except within enclosed approved garages or sheltered from view from neighboring Lots, or Common Areas.

Section 19. Sewer System. No surface toilets are permitted on the premises. The purchaser of each Lot assumes responsibility for attaching to public sewer system including all fees associated therewith.

Section 20. Exclusion of Street Curbs and Sidewalks. All streets within the Subdivision are to be paved and no curbs or sidewalks are to be constructed along the streets.

Section 21. Nothing in this Declaration shall be construed to prohibit the Association from constructing, operating and maintaining a facility for use as its office and headquarters, for the benefit of the Association and its members.

Section 22. Once construction of improvements is started on a Lot, the improvements must be substantially completed within six months from the start of construction.

Section 23. All structures constructed or placed on any Lot shall be built of substantially new material and no used structures shall be relocated or placed on any such Lot.

Section 24. No animals or livestock of any description, except the usual household pets, shall be kept on any Lot. No pet shall be allowed which shall produce any noise or odor objectionable to any other Owner, nor shall any pet be allowed to become a nuisance to any other Owner, nor shall any pet be allowed on any common area unless under the direct control of an Owner.

Section 25. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or Lot.

Section 26. No trash, ashes, garbage or other refuse shall be dumped, stored, accumulated or permitted to remain on any Lot for a period of more than fifteen (15) days.

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Section 27. There shall be no access to any Lot on the perimeter of the Subdivision except from designated roads within the Subdivision.

Section 28. Each Lot Owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said Lot.

Section 29. The ownership of the recreational amenities within the property shall be in the Association or its successors, grantees, or assigns and the use and enjoyment thereof shall be on such terms and conditions as the Association, its successors, grantees or assigns, shall from time to time prescribe.

Section 30. Each such grantee also agrees, by such acceptance, to assume all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including but not limited to its proximity to any recreational facility or common area.

Section 31. Without Developer's prior written consent, no tree which exceeds four (4") inches in diameter or ten (10') feet in height shall be cut, removed or intentionally damaged on any Lot or common area, unless such tree interferes with the construction or safe maintenance of improvements on such Lot or common area or unless such tree is diseased or dead. The Owner(s) of any Lot upon which a violation of this restriction occurs agrees to promptly (within 30 days after notice) replace such tree with a tree of comparable size.

Section 32. (a) Without Developer's written consent the following materials may be used in the exterior construction of residences in the Subdivision: cedar, pine, pines, redwood, mahogany, etc. Provided, however, chimneys or foundations may be built of brick or stucco.

(b) For the roofs of residences in the Subdivision only asphalt or composition shingles may be used.

Section 33. Signs are prohibited on any Lot with the following exceptions:

(a) Temporary "for sale" signs or signs indicating the name of a contractor only (not subcontractor) during the period of sale or construction only, provided the sign does not exceed four (4) square feet in size.

(b) Address numerals or letters not to exceed four (4) inches in height. Provided, however, that nothing herein contained shall prevent the Developer from creating and maintaining sales and marketing signs in common areas.

Section 34. No property Owner or individual shall alter in any way any common property or common area (except with

the written permission of the Association provided that such activity is required for the benefit of the Association or the Subdivision as a whole).

ARTICLE VIII
Restrictions upon Use of Lots and Structures
Applicable to Lots 1 through 47 Only

The following restrictions shall apply to Lots 1 through 47 inclusive:

1. Lots 1 through 47 inclusive shall be used for single-family residential purposes only. No structure shall be erected, placed or permitted to remain on any Lot other than one single-family residence dwelling, not to exceed two and one-half stories in height, and in no instance shall any residence exceed thirty-five (35') feet in height.

2. No residential dwelling shall be constructed on any Lot which has a fully enclosed floor area of the main structure devoted to living purposes (exclusive of roofed or unroofed porches, decks, terraces, garages and carports) of less than 1,000 square feet in the case of one-story dwellings, or of less than 1,000 square feet in the case of dwellings of more than one story.

3. No dwelling or structure of any kind shall be erected on any Lot nearer than Twenty-five (25') feet to the front line of the Lot (the front line abutting on a street), provided, however, that a corner lot (Lots 6, 12, 18, 24, 30, 36 and 42) shall be deemed to have a front line on the street where the improvements shall front and a side line setback of fifteen (15') feet from any secondary road and provided further, that no such dwelling or structure shall be constructed within the right-of-way of the South Carolina Electric & Gas Company's transmission line, and provided further, that the requirements of this paragraph may be released in whole or in part by the Declarant, its successors and assigns, in its sole discretion in cases that would otherwise work a hardship upon Lot Owners or would result in substantial damage to one or more natural features of the Lot.

ARTICLE IX
General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment of a court of law shall

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In no wise effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an Instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an Instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded in the same manner and location as required for the recording of deeds in Horry County.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties in the absolute and sole discretion of the Developer, its successors and assigns or with the consent of two-thirds (2/3) of each class of members, and with the consent of the Owner(s) of the additional property proposed to be annexed.

Section 5. Each of the streets in the Subdivision now or hereafter designated on any plat is a private street, and every park, stream, body of water, common area, recreational facility, and other amenity within the Subdivision is a private park, facility or amenity and neither the Developer's recording of any such plat nor any other act of the Developer with respect to the property is, or is intended to be, or shall be construed as a dedication to the public of any said streets, parks, common areas, recreational facilities and amenities other than as reflected thereon. An easement for the use and enjoyment of each of said streets and areas designated as parks is reserved to the Developer, its successors and assigns, and to the persons who are, from time to time, members of the Association; to the members and Owners or any recreational facility; and to the residents, tenants and occupants of any residential buildings, and all other kinds of residential structures that may be erected within the boundaries of the Subdivision and any additional property that may be annexed as provided above and to the invitees of all the aforementioned persons; the use of which shall be subject to such rules and regulations as may be prescribed by the Association, if the Association is the owner of the facility or property involved. The Developer may at any time dedicate the streets to a public authority if it so desires.

Section 6. It is agreed that time is of the essence with regard to these restrictions, covenants, limitations and conditions.

Section 7. In the event of a violation or breach of any of these restrictions by any Owner, or agent of such Owner, the Owners of Lots in the Subdivision, or any of them, jointly or

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severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer, its successors and assigns, shall have the right, whenever there shall have been built on any Lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. The Association is hereby granted a perpetual easement across each Lot for the purposes of carrying out its responsibilities under this Section, and any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should Developer employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Developer's counsel shall be paid by the Owner of such Lot or Lots in breach thereof.

Section 8. The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

Section 9. In the event that any of the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, in that event such term shall be reduced to a period of time which shall not be less than that against perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for said reduced period of time.

Section 10. The covenants, conditions, reservations, and restrictions herein contained may be altered, modified, supplemented or amended in any way by an instrument in writing signed by two-thirds (2/3) of the then Lot Owners, provided, however, any such change shall apply to all Lots equally or shall be less restrictive than this instrument if it applies to less than all Lots. Provided, further, however, that all property rights reserved to Developer shall continue forever to Developer, its successors and assigns, except as otherwise provided herein; and, as provided in Article III, Section 2, hereof, the obligation for maintenance and repair of the Common Areas may not be eliminated or substantially impaired thereby.

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IN WITNESS WHEREOF, the Developer has executed this Declaration this 12th day of September, 1986.

WITNESS:

BAY TREE INVESTMENTS,
A South Carolina General
Partnership

By: Dunes South Corporation,
a South Carolina corporation

Jayce Davis Greene

By: William P. O'Herron
William P. O'Herron,
President

David B. Martin

Attest: William P. O'Herron
William P. O'Herron, Partner

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 Bay Tree Investments, a South Carolina general partnership, by its duly authorized officers, sign, seal and as its act and deed deliver the within Declaration of Covenants, Conditions, Restrictions and Easements of phase I of PineBrook Subdivision, and that deponent, with the other witness whose name is subscribed above, witnessed the execution thereof.

Jayce Davis Greene

SWORN to before me this

12 day of September, 1986.

David B. Martin (L.S.)
Notary Public for South Carolina

My Commission Expires: 3/12/96

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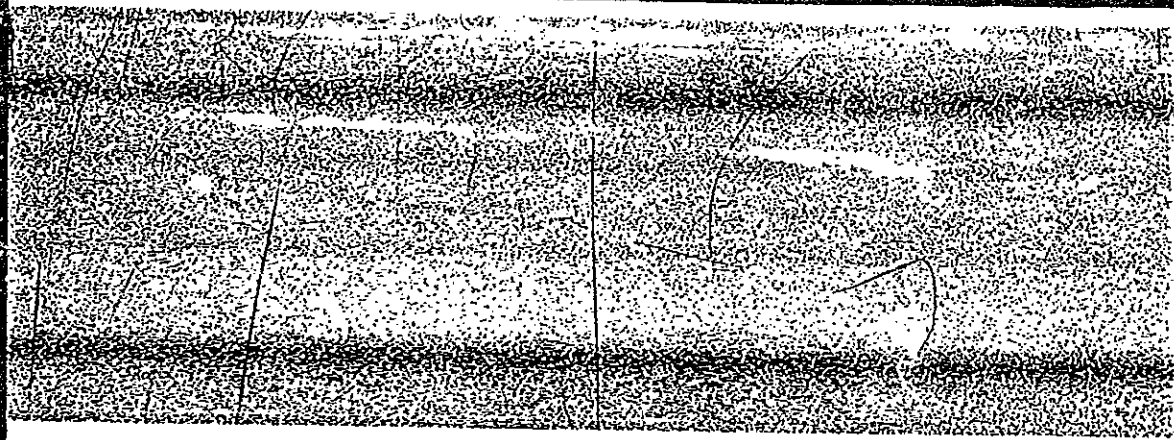


EXHIBIT "A"

Description of Real Property

All that certain pieces, parcels or lots of land, together with all roadways, clubhouse area, pool area, and drainage easements shown and described on a plat of "Pinebrook at Bay Tree, a Subdivision with 47 Lots near Little River, North Myrtle Beach, Little River Township, Horry County, South Carolina," prepared by C. E. Berry, R.L.S., said plat being dated April 17, 1986 and recorded in the Office of the Clerk of Court for Horry County, South Carolina in Plat Book 94 at Page 220.^{WR}

TOGETHER with all easements and rights of way and restrictions of record, specifically including that certain right-of-way easement contained in a deed from J. D. Randall to Chris J. Chris, William P. O'Herron, and Steve P. Fellos, dated September 4, 1985 and recorded in the Office of the Clerk of Court for Horry County in Deed Book 987 at Page 356.

This is the same property heretofore conveyed to Bay Tree Investments, a South Carolina general partnership, by deed of Chris J. Chris, William P. O'Herron, and Steve P. Fellos dated December 19, 1985 and recorded in the Office of the Clerk of Court for Horry County in Deed Book 1014 at Page 747.

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EXHIBIT "B"

BY-LAWS

OF

PINEBROOK AT BAY TREE OWNERS' ASSOCIATION, INC. W20

ARTICLE I

Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on the third Saturday in September, 1987, and each subsequent annual meeting shall be held on the same day of the same month of each year thereafter at the hour of 10:00 o'clock a.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of any member.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

ARTICLE II

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of three (3) directors, who must be members of the Association.

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Section 2. Term of Office. Until the first annual meeting of the members, the Board of Directors shall be designated by the Developer. At the first annual meeting the members shall elect one (1) director for a term of one year, one (1) director for a term of two years and one (1) director for a term of three years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE III

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made by any member.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, one (1) vote for each lot owned (subject to any contrary provisions of the recorded Declaration of Restrictions for the subdivision). The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IV

Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarter-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE V

Powers and Duties of the Board of Directors

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

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

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

(c) exercise for the Association all powers, duties and authority vested in a corporation, in so far as the same are not prohibited by the provisions of these By-Laws, or the Certificate of Incorporation, or reserved to the membership by other provisions of these By-Laws, or the Certificate of Incorporation;

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

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

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

(c) establish a fiscal year;

(d) establish the annual assessment period and fix the amount of the annual assessment against each member for each lot owned, at least thirty (30) days in advance of each annual assessment;

(e) establish the initial deposit to be made by each member in order to bring his total assessment deposit to the level required to meet his proportional share of the common expense;

(f) send written notice of each assessment to every lot owner, at least thirty (30) days in advance of each annual assessment period, and levy all such assessments as liens;

(g) collect all such assessments at monthly or other such regular intervals as may be determined at its discretion;

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

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

(j) procure and maintain liability and fire and other hazard insurance on property owned by the Association;

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

(l) cause all of the facilities to be maintained;

(m) have a management agent for any of the above.

ARTICLE VI

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of dual offices created pursuant to Section 5 of this Article.

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

President

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes. Either the President or the Treasurer shall sign all checks.

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

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Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

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

ARTICLE VII

Committees

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII

Books and Records

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

ARTICLE IX

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association such assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, annual or special, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fourteen (14%) per cent per annum, and the Association may bring an action at law against the member or Grantor obligated to pay the same or foreclose the lien against

the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. A member may not waive or otherwise escape liability for the assessments provided for herein by nonuse of the property of the Association or abandonment of any property.

ARTICLE X

Declaration Binding on Member

All of the members of the Association are bound by and shall observe all of the provisions of the Declaration.

ARTICLE XI

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. In the case of any conflict between the Articles and these By-Laws, the Articles shall control.

ARTICLE XII

Miscellaneous

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

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CAUTION - NOT TO BE USED FOR
PENSION PURPOSES

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT

ANY ALTERATIONS IN SHADED
AREAS RENDER FORM VOID

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14. MEMBER CONTRIBUTED TO POST-VETERAN CARE ASSISTANCE PROGRAM <input type="checkbox"/> YES <input type="checkbox"/> NO		15. HIGH SCHOOL GRADUATE OR EQUIVALENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		16. DAYS ACCRUED LEAVE PAID NONE																																									
17. REMAINS DENTAL CARE HAS NOT PROVIDED WITHIN 5 DAYS OF SEPARATION NOTHING FOLLOWS//////////		NOTHING FOLLOWS////////// NOTHING FOLLOWS////////// NOTHING FOLLOWS//////////																																											
18. MAILING ADDRESS AFTER SEPARATION 103 CAROPINES DRIVE SURFSIDE BEACH SC 29577		19. MEMBER REQUESTS COPY & BE SENT TO <input checked="" type="checkbox"/> SCDR OF VET AFFAIRS <input type="checkbox"/> YES <input type="checkbox"/> NO																																											
20. SIGNATURE OF MEMBER BEING SEPARATED <i>Larry L. Smith</i>		21. TYPED NAME, GRADE, TITLE AND SIGNATURE OF OFFICIAL AUTHORIZED TO SIGN HONORARY CLERK OF COURT <i>[Signature]</i> CHIEF STP																																											

Deed Book 1119
Page 915

HORRY COUNTY
MAR 13 1987
CLERK OF COURT

CAUTION: NOT TO BE USED FOR
OTHER PURPOSES

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT

ANY ALTERATIONS IN SHA
AREAS RENDER FORM VOID

DD FORM 214
1 JUL 79

PREVIOUS EDITIONS OF THIS
FORM ARE OBSOLETE.

CERTIFICATE OF RELEASE OR DISCHARGE
FROM ACTIVE DUTY

1. NAME (Last, first, middle) **STYTH BARRY LEWIS**
2. DEPARTMENT, COMPONENT AND BRANCH **ARMY/RA**
3. SOCIAL SECURITY NO. **209 131 2-5K**

4a. GRADE, RATE OR RANK **SP4**
4b. PAY GRADE **E4**
5. DATE OF ENLISTMENT **641205**
6. PLACE OF ENTRY INTO ACTIVE DUTY **FT JACKSON, SC**

7. LAST DUTY ASSIGNMENT AND MAJOR COMMAND **MP ACTIVITY TR**
8. STATION WHERE SEPARATED **FORT KNOX, KY 40121**

9. COMMAND TO WHICH TRANSFERRED **USAR CON OP (REINFT)**
2700 PAGE BLVD ST. LOUIS, MO 63132
10. SGLI COVERAGE
AMOUNT **70,000** NONE

11. PRIMARY SPECIALTY NUMBER, TITLE AND YEARS AND MONTHS BY SPECIALTY (Additional specialties by numbers and titles during periods of one or more years)	12. RECORD OF SERVICE		
	YEAR (S)	MON (S)	DAY (S)
05B10, MILITARY POLICE	83	12	02
02 YEARS, 07 MONTHS	84	12	01
09, TRAFFIC ACCIDENT INVESTIGATOR	03	00	00
02 YEARS, 00 MONTHS	00	00	00
//NOTHING FOLLOWS//	00	00	00
	01	03	28
	00	00	00
	83	08	01
	89	02	06

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN EBONS AWARDED OR AUTHORIZED (All periods of service)
RIBBON//ARMY LAPEL BUTTON//PISTOL CM 45 MKN QUAL BADGE//ARMY ACHIEVEMENT MEDAL//HAND GRENADE EXP QUAL BADGE//RIFLE M-16 SPS QUAL BADGE//QUICKSAB SERVICE RIBBON//NOTHING FOLLOWS

14. MAJOR EDUCATION (Course title, number weeks, and month and year completed)
HILITARY POLICE CRS 14 WKS (APR 84)
GERMAN HEADSTART CRS 1 WK (JUN 1984)
TRAFFIC ACCIDENT INVESTIGATOR CRS 3 WKS (DEC 1984)
NRC OFF/NOI CRS 2 WKS (MAR 1985)
NOTHING FOLLOWS

15. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM YES NO
16. HIGH SCHOOL GRADUATE OR EQUIVALENT YES NO
17. DAYS ACCRUED LEAVE PAID **NONE**

18. REMARKS **DENTAL CARE WAS NOT PROVIDED WITHIN 90 DAYS OF SEPARATION**
NOTHING FOLLOWS

19. MAILING ADDRESS AFTER SEPARATION
103 CAROPINNE DRIVE SURFSIDE BEACH SC 29577
20. MEMBER REQUESTS COPY OF
SENT TO AFFAIRS DR. OF VET
 YES NO

21. SIGNATURE OF MEMBER *Barry Lewis*
22. TYPED NAME, GRADE, RATE AND SIGNATURE OF OFFICIAL AUTHORIZED TO SIGN
HOWARD WORTHLEY, SEC. CHIEF (1P)

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)
23. TYPE OF SEPARATION **RPI INF FROM ACTIVE DUTY**
24. CHARACTER OF SERVICE (Includes upgrades) **HONORABLE**
25. SEPARATION AUTHORITY **AR 635-200, CHAP 4**
26. SEPARATION CODE **1 RK**
27. REENLISTMENT CODE **1**
28. NARRATIVE REASON FOR SEPARATION **EXPIRATION TERM OF SERVICE**
29. DATES OF TIME LOST DURING THIS PERIOD **NONE**
30. MEMBER REQUESTS COPY INITIALS **HL**

MEMBER-4

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD SAFEGUARD IT

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

DD FORM 214 1 JUL 79 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE. CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, first, middle) SMITH WILLIAM KENNETH		2. DEPARTMENT, COMPONENT AND BRANCH AIR FORCE--REG AF		3. SOCIAL SECURITY NO. 251 66 3972	
4a. GRADE, RATE OR RANK SMS	4b. PAY GRADE E8	5. DATE OF BIRTH 1941 NOV 10	6. PLACE OF ENTRY INTO ACTIVE DUTY CHARLESTON AFB SC		
7. LAST DUTY ASSIGNMENT AND MAJOR COMMAND APELH NATO AWACS E300 (EUR)			8. STATION WHERE SEPARATED CHARLESTON AFB SC		
9. COMMAND TO WHICH TRANSFERRED NOT APPLICABLE			10. SERVICE 50 000 <input type="checkbox"/> NONE		

11. PRIMARY SPECIALTY NUMBER, TITLE AND YEARS AND MONTHS IN SPECIALTY (Additional specialty numbers and titles)	12. RECORD OF SERVICE	
	a. DoD or Armed AC	b. State
M11399-FLIGHT EXAMINER/FLIGHT ENGINEER SUPERINTENDENT, 5YRS AND 5MO.		NON (D) DAY (D)
K11399-AIRCREW INSTRUCTOR/FLIGHT ENGINEER SUPERINTENDENT, 2YRS.		(ACT) 01
A11390-AIRCREW, FLIGHT ENGINEER SUPERINTENDENT, 11YRS AND 8MO.		FEB 28
43151A-MATS AIRCRAFT MAINTENANCE SPECIALIST A7, 8YRS.		07 05 00
		20 27 26
		00 00
		04 10
		00 30
		AUG 01

13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED:
 ARMY COMBAT READINESS MEDAL WITH 3OLC, AF MERITORIOUS SERVICE MEDAL, OVERSEAS LONG TOUR MEDAL WITH 3OLC, AF COMBAT FLIGHT CROSS, MERITORIOUS SERVICE MEDAL, AIRCRAFT MAINTENANCE TECHNICIAN COURSE/114HRS/FEB 60; FLIGHT ENGINEER SPECIALIST COURSE/12WKS/AUG 67; WET DITCHING TRAINING/3 DAYS/AUG 67; C-141 FLIGHT SIMULATOR, REFRESHER COURSE/20HRS/APR 69; NCO ACADEMY/6WKS/FEB 71; FLIGHT ENGINEER TECHNICIAN, TRANSITION COURSE/120HRS/JUN 71; SEE REMARKS

14. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM YES NO

15. HIGH SCHOOL GRADUATE OR EQUIVALENT YES NO

17. DAYS ALTERNATE LEAVE PAID **-30-**

18. REMARKS: CONTINUOUS ACTIVE MILITARY SERVICE. DATE: 1950. U.S. NATO E3A TRANS SCHOOL/14WKS BLOCK 14; 300 COMBAT URG TRAINING COURSE/12WKS/JUL 71; JUNGLE SURVIVAL SCHOOL COURSE/4 DAYS/NOV 71; FLIGHT ENGINEER TECHNICIAN, C-141, REFRESHER COURSE/30HRS/DEC 72; FLIGHT ENGINEER TECHNICIAN, C-141, REFRESHER COURSE, 30HRS/JUL 73; FLIGHT ENGINEER TECHNICIAN C-141 REFRESHER COURSE/35HRS/DEC 73; FLIGHT ENGINEER TECHNICIAN C-141 REFRESHER COURSE 20HRS/APR 75; SENIOR NCO ACADEMY/8WKS/DEC 75; FLIGHT ENGINEER TECHNICIAN TRANSITION COURSE/120HRS/DEC 77; C141 FLIGHT ENGINEER COURSE/181HRS/DEC 67.

19. MAILING ADDRESS AFTER SEPARATION
 RT 4, BOX 79
 LORIS SC 29569

20. MEMBER REQUESTS COPIES BE SENT TO: YES NO

21. SIGNATURE OF MEMBER BEING SEPARATED
William Kenneth Smith

22. TYPED NAME, GRADE, TITLE AND SIGNATURE OF OFFICIAL AUTHORIZED TO SIGN
 D. M. [Signature] NCOIC, SEPARATION UNIT

Deed BK 1119
 PB 910

3-28-77
 12 PM
 HARRY COOPER
 3-28-77
 12 PM
 HARRY COOPER

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT.

1. LAST NAME, FIRST NAME, MIDDLE NAME SMITH WILLIAM KENNETH			2. SEX M	3. SOCIAL SECURITY NUMBER 251 66 3972			4. DATE OF BIRTH YEAR MONTH DAY 1941 Nov 10
5. DEPARTMENT, COMPONENT AND BRANCH OR CLASS AIR FORCE RegAF			6. GRADE, RATE OR RANK Master Sergeant	7. PAY GRADE E-7	8. DATE OF RANK YEAR MONTH DAY 1974 Jul 01		
9. SELECTIVE SERVICE NUMBER NA		10. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, STATE AND ZIP CODE NA		11. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Genl. Reg. Code, State and ZIP Code) Rt 4, Box 79 (Horry Co) Loris, SC 29569			
12. TYPE OF SEPARATION Discharge				13. STATION OR INSTALLATION AT WHICH EFFECTED Charleston AFB SC 29404			
14. AUTHORITY AND REASON				15. EFFECTIVE DATE 1977 Apr 04	16. REENLISTMENT CODE		
17. CHARACTER OF SERVICE HONORABLE				18. TYPE OF CERTIFICATE ISSUED DD FORM 256AF			
19. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 76 MAS (MCC)				20. COMMAND TO WHICH TRANSFERRED NA			
21. TERMINAL DATE OF RESERVE YEAR MONTH DAY NA		22. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (Genl. Reg. Code) Norton AFB CA 92409			23. DATE ENTERED ACTIVE DUTY THIS PERIOD YEAR MONTH DAY 1973 Apr 05		
24. PRIMARY SPECIALTY NUMBER AND TITLE A11390 Flight Engineer Suprv		25. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER 621.281 Flight Engineer		26. RECORD OF SERVICE			
27. SECONDARY SPECIALTY NUMBER AND TITLE A11370C Flight Engineer Techn		28. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER 621.281 Flight Engineer		29. NET ACTIVE SERVICE THIS PERIOD 04 00 00			
				30. PRIOR ACTIVE SERVICE 14 02 00			
				31. TOTAL ACTIVE SERVICE (a + b) 18 02 00			
				32. PRIOR INACTIVE SERVICE 00 00 00			
				33. TOTAL SERVICE FOR PAY (c + d) 18 02 00			
				34. FOREIGN AND/OR SEA SERVICE THIS PERIOD 01 00 15			
35. INDOCHINA OR KOREA SERVICE SINCE AUGUST 5, 1954 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 380 Days				36. HIGHEST EDUCATION LEVEL SUCCESSFULLY COMPLETED (a) (b) (c) SECONDARY/HIGH SCHOOL 12 YRS. (1-12 grade) COLLEGE 0 YRS			
37. TIME LOST (a) (b) (c) NO TIME LOST		38. DAYS ACCRUED LEAVE PAID 30		39. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$20,000 <input checked="" type="checkbox"/> \$40,000 <input type="checkbox"/> NONE		40. DISABILITY SEVERANCE PAY <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES AMOUNT NONE	
41. PERSONNEL SECURITY INVESTIGATION TYPE SECRET DATE COMPLETED 7 Oct 59				42. REMARKS BLOOD GROUP: A Pos DAFSC: A11370C EDUCATION: USAF Senior NCO Academy, Dec 75 Flt Eng Techn Refresh Crse, -AF43570C-006, 73, 74, 75			
43. MAILING ADDRESS AFTER SEPARATION (Genl. Reg. Code, City, County, State and ZIP Code) Same as Item 8c				44. SIGNATURE OF PERSON BEING SEPARATED <i>William Kenneth Smith</i>			
45. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER CHRISTOPHER B. MILITZER, MSGT, USAF NCOIC, CAREER ASSISTANCE				46. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>Christopher B. Militzer</i>			

DD FORM 2143

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

THIS IS AN IMPORTANT RECORD SAFEGUARD IT.

REPORT OF SEPARATION FROM ACTIVE DUTY

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT.

PERSONAL DATA		SERVICE NUMBER			SOCIAL SECURITY NUMBER		
1. LAST NAME - FIRST NAME - MIDDLE NAME SMITH WILLIAM KENNETH		2. SERVICE NUMBER AF14695405			3. SOCIAL SECURITY NUMBER 251 66 3972		
4. DEPARTMENT, COMPONENT AND BRANCH OR CLASS AIR FORCE REGAF		5a. GRADE, RATE OR RANK TSGT	5b. GRADE E-6	6. DATE OF RANK	DAY 01	MONTH Sep	YEAR 69
7. U. S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		8. PLACE OF BIRTH (City and State or Country) LORIS, SC		9. DATE OF BIRTH	DAY 10	MONTH Nov	YEAR 41
10a. SELECTIVE SERVICE NUMBER N/A		10b. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE AND ZIP CODE N/A			11. DATE INDUCTED N/A		
12a. TYPE OF TRANSFER OR DISCHARGE DISCHARGE		12b. STATION OR INSTALLATION AT WHICH EFFECTED Norton AFB, San Bernardino, California					
13. REASON AND AUTHORITY AFM 39-10, CHAP 3, SEC A, (SDN900) ETS		14. EFFECTIVE DATE	DAY 04	MONTH Apr	YEAR 73		
15. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 15 MAS (MAC)		16a. CHARACTER OF SERVICE HONORABLE		16b. TYPE OF CERTIFICATE ISSUED DD FM 256AF			
17. DISTRICT, AREA COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED N/A		17c. REENLISTMENT CODE N/A					
18. TERMINAL DATE OF RESERVE/UNITS EXPIRATION N/A		19. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION a. SOURCE OF ENTRY: <input type="checkbox"/> ENLISTED (First Enlistment) <input type="checkbox"/> ENLISTED (Prior Service) <input checked="" type="checkbox"/> REENLISTED <input type="checkbox"/> OTHER			20. YEAR OF SERVICE (Years) 4		
21. PREVIOUS MILITARY ENLISTMENTS TWO (2)		22. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC SSGT E-5		23. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) CHARLESTON AFB, SC			
24. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Home, P.O., City, County, State and ZIP Code) RT 4, BOX 90, LORIS, HORRY COUNTY, SC 29569		25. STATEMENT OF SERVICE					
26. SPECIALTY NUMBER & TITLE A43570C FLT ENGR TECHN		27. RELATED CIVILIAN OCCUPATION AND D.O. NUMBER 621,281		28. TOTAL ACTIVE SERVICE 00 11 00			
29. OCCASIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED: AFMCM W/2BROLC (5FEB68-4FEB71) AFM 900-3//AFLSA W/2BROLC AFM 900-3//AM W/372 OLC SOG-1809, HQ 7AF, 17AUG72//VSM AFM 900-3//VSM AFM 900-3// (CAR AFM 900-3//		30. FOREIGN AND/OR SEA SERVICE 00 11 00		31. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED <i>William Kenneth Smith</i>			
32. NO. PAYMENTS OF TIME LOST (Preceding 12 Months) NO TIME LOST		33. DAYS ACCRUED LEAVE PAID NONE		34. AMOUNT OF ALLOTMENT N/A		35. AMOUNT OF GROUP LIFE INSURANCE COVERAGE x\$15,000	
36. REMARKS HIGH SCHOOL GED DAFSC: A43570C BLOOD GROUP: A-POS AGE SCORES: G-50 A-40 M-90 E-60 NAG, 6OCT59, 4TH DIST OSI, WASHINGTON, D.C. INDOCHINA - NO; VIETNAM - YES; KOREA - NO;		37. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>Jessie A Payne</i>		38. REMARKS EX. 11/9 D9. 9/9			
39. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE (Home, P.O., City, County, State and ZIP Code) SAME AS ITEM #21 ABOVE.		40. AUTHENTICATION 41. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER KENNETH A. PAYNE, 1stLt, USAF CHIEF, QC					

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT.

PERSONAL DATA	1. LAST NAME - FIRST NAME - MIDDLE NAME SMITH WILLIAM KENNETH		2. SERVICE NUMBER AF14695405		3. SOCIAL SECURITY NUMBER 251 66 3972		
	4. DEPARTMENT, COMPONENT AND BRANCH OR CLASS USAP RegAP		5. GRADE, RATE OR RANK SSGT	6. PAY GRADE E-5	7. DATE OF RANK DAY MONTH YEAR 01 Jun 66		
	8. PLACE OF BIRTH (City and State or Country) Loris, S.C.	9. DATE OF BIRTH DAY MONTH YEAR 10 Nov 41					
SELECTIVE SERVICE DATA	10. SERVICE NUMBER		11. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE AND ZIP CODE		12. DATE INDUCTED DAY MONTH YEAR N/A		
	13. TYPE OF TRANSFER OR DISCHARGE Discharge		14. STATION OR INSTALLATION AT WHICH EFFECTED Charleston AFB, S.C.				
TRANSFER OR DISCHARGE DATA	15. REASON AND AUTHORITY Expiration Term of Service Sec A, Chap 3, AFM39-10 (SDN900)		16. EFFECTIVE DATE DAY MONTH YEAR 04 Apr 69		17. TYPE OF CERTIFICATE ISSUED DDForm 256AP		
	18. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 41st MAS (MAC)		19. CHARACTER OF SERVICE HONORABLE		20. REENLISTMENT CODE N/A		
	21. DISTRICT, AREA COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED N/A						
	22. TERMINAL DATE OF RESERVE/UNLTD OBLIGATION DAY MONTH YEAR N/A		23. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION A. SOURCE OF ENTRY: <input type="checkbox"/> ENLISTED (First Enlistment) <input type="checkbox"/> ENLISTED (Prior Service) <input checked="" type="checkbox"/> REENLISTED <input type="checkbox"/> OTHER		24. TERM OF SERVICE (Years) DAY MONTH YEAR 04 05 Nov 63		
SERVICE DATA	25. REGULAR ENLISTMENTS one		26. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC A1C (E-4)		27. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) Hurlburt Field, Fla		
	28. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City, County, State and ZIP Code) Rt 4, Box 64, Loris, S.C.		29. STATEMENT OF SERVICE				
	30. SPECIALTY NUMBER & TITLE A43570C/FitEngTech		31. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER Un known		32. FOREIGN AT-LAND SERVICE		
	33. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN NUMBERS AWARDED OR AUTHORIZED AFMCM(W/10LC 5Feb65-4Feb68), AFLSA, AFOWA(W/10LC), NDSM, AFON, AFBN		34. STATEMENT OF SERVICE (Continued)				
	35. TRAINING COURSES ATTENDED (Include dates and locations) Plt Eng Spc Crse AIR435500 compl 67 Management Crse for AF Supvs (MGT-1) compl 66 Flight Eng (C14-) Crse FE-70 compl 67		36. STATEMENT OF SERVICE (Continued)				
VALUED SVC. SERVICE DATA	37. UNLTD PERIODS/PERIODS LOST (Preceding 1-4 Years) NO TIME LOST		38. DAYS ACCRUED LEAVE PAID 60		39. INSURANCE BY FORCE (USIA or USGLI) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		40. AMOUNT OF ALLY/USGLI N/A
	41. VA CLAIM NUMBER N/A		42. SERVICE MEMBER'S GROUP LIFE INSURANCE COVERAGE <input checked="" type="checkbox"/> \$10,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> NONE				
REMARKS	43. REMARKS High School GED 12, compl 59 BLOOD GROUP: A-Pos ODSD: 15 Mar 67 NAC, compl 6 Oct 59, filed 4th Dist OSI ACT: M/90, A/40, G/50, E/60						
	44. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED <i>William Kenneth Smith</i>						
AUTHENTICATION	45. TYPE, NAME, GRADE AND TITLE OF AUTHORIZING OFFICER DIANN A L. SHIBOLD, 2LT, USAF			46. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>Dianna L. Shibold</i>			
	47. AUTHORITY FOR THIS RECORD Ch. Post Separation Sec			48. AUTHORITY FOR THIS RECORD ARMED FORCES OF THE UNITED STATES			

HARRY COUNTY
 CLERK
 COURT
 5 MAR 12 PM 2:31

BK. 1119
Pg. 920

**THIS IS AN IMPORTANT RECORD
SAFEGUARD IT!**

LEGEND: Do not check in the boxes which are not applicable

PERSONAL DATA	1. LAST NAME - FIRST NAME - MIDDLE NAME SMITH WILLIAM KENNETH		2. SERVICE NUMBER AF 14 695 405		3. GRADE, RATE OR RANK ALC (E-4) (P)		4. DATE OF RANK (Day, Month, Year) 1 Feb 63	
	5. DEPARTMENT, COMPONENT AND BRANCH OR CLASS 1st Air Force - RegAF		6. PLACE OF BIRTH (City and State or Country) Loris, South Carolina		7. DATE OF BIRTH DAY MONTH YEAR 10 Nov 41		8. MARITAL STATUS Single	
	7a. RACE Caucasian	8. SEX Male	9. COLOR HAIR Black	10. COLOR EYES Brown	11. HEIGHT 68 1/2"	12. WEIGHT 140	13. U.S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
14. HIGHEST CIVILIAN EDUCATION LEVEL ATTAINED High School - 4		15. MAJOR COURSE OR FIELD GED		16. TYPE OF TRANSFER OR DISCHARGE Discharge		17. STATION OR INSTALLATION AT WHICH EFFECTED Hurlburt Field, Florida		
18. REASON AND AUTHORITY (SDI: 203) AFR 39-10 Expiration Term of Service		19. EFFECTIVE DATE DAY MONTH YEAR 4 Nov 63		20. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 1st Air Materiel Squadron (Commando)(TAG)		21. CHARACTER OF SERVICE HONORABLE		22. TYPE OF CERTIFICATE ISSUED DD Form 256AF
23. SELECTIVE SERVICE NUMBER N/A		24. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY AND STATE N/A		25. DATE INDUCTED DAY MONTH YEAR N/A		26. DISTRICT OR AREA COMMAND TO WHICH RESERVIST TRANSFERRED N/A		
27. YEAR MONTH YEAR 4 Feb 65		28. SOURCE OF ENTRY <input checked="" type="checkbox"/> INDUCTION (First Enlistment) <input type="checkbox"/> ENLISTED (Prior Service) <input type="checkbox"/> REENLISTED <input type="checkbox"/> OTHER: AFQT-6B (III)		29. TERM OF SERVICE (Years) Four		30. DATE OF ENTRY DAY MONTH YEAR 5 Feb 59		
31. FROM REGULAR ENLISTMENTS None		32. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SERVICE Basic Airman		33. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) RIS Fort Jackson, South Carolina				
34. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, R.F.D., City, County and State) Rt 4, Box 64 Loris, Horry County, South Carolina		35. SPECIALTY NUMBER AND TITLE 43151A Aof Mech		36. RELATED CIVILIAN OCCUPATION AND U. S. T. NUMBER Unknown		37. STATEMENT OF SERVICE YEARS MONTHS DAYS (1) NET SERVICE THIS PERIOD 04 09 00 (2) OTHER SERVICE 00 00 00 (3) TOTAL (Line (1) + Line (2)) 04 09 00 B. TOTAL ACTIVE SERVICE 04 09 00 C. FOREIGN AND/OR SEA SERVICE 00 00 00		
38. MEDALS, SADDLES, CAMPAIGN MENTIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED AFM 10 100-10, AFEM 100-10A		39. OTHER SERVICE TRAINING COURSES SUCCESSFULLY COMPLETED SCHOOL OR COURSE DATES (From To) MAJOR COURSES USAF Tech School Mar 59 Aug 59 Aof Mech Recip Eng Crse 43131B USAF Tech School Jan 60 - Feb 60 Aof Maint Tech Crse Crse AMR43722 USAF Tech School May 62 - Jun 62 Survival Eng #140000		40. OTHER SERVICE TRAINING COURSES SUCCESSFULLY COMPLETED Aof Maint Tech Crse AMR43722 Crse 62				
41. GOVERNMENT LIFE INSURANCE IN FORCE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		42. AMOUNT OF ALLOTMENT N/A		43. MONTH ALLOTMENT DISCONTINUED N/A				
44. VA BENEFITS PREVIOUSLY APPLIED FOR (Specify type) N/A		45. VA CLAIM NUMBER N/A		46. REMARKS RE-3, No time lost. Not eligible for MOP. FSSD: Jul 59. Blood Group: "A/Pos". SS # 251-66-3972 AOB-2/59; Mech 45; Adm 10; Rad Op 20; Gen 30; Elect 30. NAG, 7 Oct 59, filed w/4th OSI Dist, OSI, IG, Bolling AFB, Wash 25, D.C. for SECRET Paid for 60 days accrued leave.				
47. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE (Street, R.F.D., City, County and State) See Item #23		48. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED William K. Smith		49. SIGNATURE OF OFFICER AUTHORIZED TO SIGN William L. [Signature]				
50. TYPE, NAME, GRADE AND TITLE OF AUTHORIZING OFFICER REGENTON H. [Signature] Capt 1A1H, USAF		51. BASE RETENTION OFFICER		52. AUTHORIZED EDITION OF 1 JUL 62 WHICH IS OBSOLETE				