

MASTER DEED

**COLONIAL VILLAS II HORIZONTAL PROPERTY REGIME
OF LONGS, HORRY COUNTY, SOUTH CAROLINA**

By this document, Colonial Charters Development, Inc., a South Carolina Corporation, the Developer, submits certain land and buildings to a plan of condominium ownership. The document has been recorded in the public records of Horry County in the Office of the Register of Deeds. The Master Deed and its Exhibits describe each dwelling unit with the Condominium Regime and its dimensions. It describes the buildings containing the dwelling units, the common areas, and the obligations for maintenance and repair. The Master Deed, in its Exhibit E, also sets forth the percentage of ownership of Common Elements for each unit owner and the percentage of Common Expenses that each owner is to bear. The Master Deed also describes the voting rights of the owners and the obligations to pay Common Expenses and Assessments.

EXHIBITS TO THE MASTER DEED:

EXHIBIT A

Exhibit A is a narrative description of property.

EXHIBIT B

Exhibit B is a plat showing the location of buildings and improvements (including parking spaces) on the property. (It is not included in this booklet because of its bulk and size but can be viewed in the Register of Deeds office for Horry County, South Carolina.)

EXHIBIT C

Exhibit C is a narrative description of the Apartment Elements together with a description of the Limited and General Common Elements.

EXHIBIT D

Exhibit D is the floor plans and specifications together with the architect's Certificate. (It is not included in this booklet because of its bulk and size but can be viewed in the Register of Deeds office for Horry County, South Carolina.)

EXHIBIT E

Exhibit E is a breakdown of the percentage interest and value of the respective apartments. This sets forth the percentage of ownership of the Common Elements for each unit owner and the

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percentage of Common Expenses that each owner is to bear.

EXHIBIT F

Exhibit F is the By-Laws of COLONIAL VILLAS II Homeowner's Association, Inc. The By-Laws specifically detail the every day working features of the Condominium Regime. For example, they describe how and when meetings are held and the powers and duties of the Board of Directors and the officers of the corporation. They also describe in general terms the budgeting and Assessment procedures of the Regime. Colonial Charters Development, Inc., a South Carolina Corporation, has retained the right to name all of the Board of Directors of the Regime until it has sold the last unit in the Regime or otherwise elects to relinquish control.

EXHIBIT G

Exhibit G is the Charter for COLONIAL VILLAS II Homeowner's Association, Inc. The Regime is operated by a South Carolina Corporation not for profit. The legal document which established this corporation is the Declaration and Petition for Incorporation which has been filed with the Secretary of State of the State of South Carolina. The document provides that each unit owner shall be a member of the corporation.

EXHIBIT H

Exhibit H is a budget of the COLONIAL VILLAS II Homeowner's Association, Inc., with the monthly Assessments shown thereon.

These documents have been reviewed and approved for use by mortgage lenders and the title insurance company. In addition, we invite your questions as to the meaning or import of the language of any document included.

With kindest personal regards, I am

Very truly yours,

THE FLOYD LAW FIRM PC

By: 
Dalton B. Floyd, Jr.

DBFjr/vmp

FILED
HORRY COUNTY, S.C.
2000 SEP -6 PM 4:00
REGISTER OF DEEDS

MASTER DEED

ESTABLISHING

COLONIAL VILLAS II

HORIZONTAL PROPERTY REGIME

HORRY COUNTY, SOUTH CAROLINA

Deed Book 2296, pages 1081 - 1175

THE FLOYD LAW FIRM PC, ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14007, SURFSIDE BEACH, S.C. 29587-4007

THIS AGREEMENT CONTAINS A BINDING, IRREVOCABLE
AGREEMENT TO ARBITRATE AND IS SUBJECT TO ARBITRATION
PURSUANT TO TITLE 15, CHAPTER 48 (UNIFORM ARBITRATION ACT)
OF THE CODE OF LAWS OF SOUTH CAROLINA

MASTER DEED
ESTABLISHING
COLONIAL VILLAS II
HORIZONTAL PROPERTY REGIME
HORRY COUNTY, SOUTH CAROLINA

WHEREAS, this Master Deed is made by COLONIAL CHARTERS DEVELOPMENT, INC., a corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as Grantor, and

WHEREAS, Colonial Charters Development, Inc., a corporation, is sole owner in fee simple of the real property and buildings and improvements thereon on which property is located in Horry County, South Carolina, and desires to submit the property as hereinafter more fully described to a Horizontal Property Regime (hereinafter sometimes called "Regime" or "Condominium") according to the laws of the State of South Carolina and subject to conditions and restrictions contained herein, and

WHEREAS, the Grantor desires to convey the property herein described pursuant and subject to certain protective covenants, conditions and restrictions, reservations, liens, and charges under the South Carolina Horizontal Property Act (Act) and as hereinafter set forth,

NOW, THEREFORE, Colonial Charters Development, Inc., a corporation, for itself and its successors, heirs and assigns, subject to matters set forth herein, hereby submits the property described in Exhibits A, B, C, D, and E (hereinafter sometimes called the "Property") which is attached hereto and incorporated herein by reference together with all personal property of the Grantor on the said real estate and used in connection with operation of the within Regime, to a Horizontal Property Regime according and subject to the terms and provisions of the Horizontal Property Act of the State of South Carolina Title 27, Chapter 31, Code of Laws of South Carolina, 1976, as amended, (hereinafter sometimes referred to as the "Act") as it is now constituted, provided, however, that such submission shall be and is made subject further to the conditions, provisions, and restrictions contained herein, including exhibits attached

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hereto and incorporated herein by reference (Exhibits A, B, C, D, E, F, G, and H), all of which shall be covenants, conditions, and restrictions which shall run with the land and shall bind and inure to the benefit of the Grantor, its successors, and assigns and all subsequent owners of any interest in the Property, their grantors, successors, heirs, executors, administrators, personal representatives, designees, or assigns.

ARTICLE I

DEFINITIONS

Unless a contrary definition is provided by the Act or is clearly required by the context hereof in order to effectuate the purpose and intent of the within Master Deed, the following definitions of terms shall apply to the within Master Deed, but in the case of any conflict between the definitions of the Act and the within Master Deed, the provisions of the Act shall control:

- A. Apartment means a part of the property intended for independent residential use, including one or more rooms or enclosed spaces located in a building and with a direct exit to a public street or to a common area leading to such a street.
- B. Assessment means a Co-Owner's prorata share of the Common Expenses from time to time as assessed against a Co-Owner by the Association.
- C. Association means the Council of Co-Owners as defined by the Act and also means COLONIAL VILLAS II Homeowner's Association, Inc., the corporation formed by which the Council of Co-Owners shall operate the Condominium.
- D. Common Elements means the General and Limited Common Elements defined herein and in the Act.
- E. Common Expenses means the expenses for which the Apartments Co-Owners are liable to the Association and include (a) expenses of administration, expenses of insurance, operation, repair, replacement of the Common Elements, and/or portions of the Apartments which are the responsibility of the Association, if any; (b) expenses declared Common Expenses by provisions of this Master Deed; (c) all valid charges against the Regime as a whole; (d) any other expenses declared by the Act to be Common Expenses.

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ATTORNEYS & COUNSELORS AT LAW, P.O. DRAWER 1487, SUNSHINE BEACH, S.C. 29587-487

F. Common Surplus means the excess of all receipts of the Association, including but not limited to Assessments over the amount of Common Expenses, and not otherwise reserved or designated for a specific use.

G. Condominium Ownership means the individual ownership of an individual Apartment within a Building structure and a common right to share, with other Co-Owners, in the General and Limited Common Elements of the Property.

H. Co-Owner means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who owns an Apartment within a Building, (sometimes referred to as Unit Owner.)

I. General Common Elements means and includes (a) the land in fee simple on which the Buildings stand; (b) the foundations, main walls, roof, halls, stairways, elevator, entrance, and exits or communication ways; (c) the yards and landscaped areas, swimming pool and pool shed, if any; (d) all unnumbered parking spaces, if any, all compartments or installments of central services such as power, lights, cold water, refrigeration, water tanks, pumps, sewage lines, and the like that serve two or more Apartments; and (e) all other elements of the Property rationally of common use or necessary to its existence, upkeep, and safety.

J. Grantor shall mean Colonial Charters Development, Inc., a South Carolina corporation, doing business in the County of Horry, its successors, and assigns, (sometimes referred to as "Developer").

K. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Apartment to the exclusion of other Apartments.

L. Majority of Co-Owners means fifty-one (51%) percent or more of the basic value of the Property as a whole.

M. Mortgagee means a bank, savings and loan, or an insurance company, or a title insurance company, or pension trust and real estate investment trust, or other private and governmental institutions which are regularly engaged in the business of mortgaging, and/or financing, or a subsidiary of any of the foregoing or a designee of any of the foregoing, owning an institutional mortgage or mortgages on one or more Apartments and/or any of the foregoing which acquires an institutional mortgage herein defined by assignment or those mesne assignments from a non-institutional mortgagee.

(Mortgagee is sometimes referred to as Institutional Mortgagee).

N. Record shall mean to enter of record in the office of the Register of Deeds for Horry County, South Carolina.

O. Master Deed means the deed establishing the Regime and all exhibits thereto.

P. Property means and includes that property shown as contained within COLONIAL VILLAS II Horizontal Property Regime as described in the Exhibits hereto and includes the land, the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and subject to all easements, rights of way and rights of use as described herein and in the Exhibits or are of record, (sometimes referred to as Condominium Property).

Q. Act means the Horizontal Property Act of S.C. Title 27, Chapter 31 of the South Carolina Code of Laws, 1976, as it exists on the date hereof.

R. Documents mean this Master Deed and all Exhibits annexed hereto as they may be amended from time to time.

S. Exhibits mean the exhibits to this Master Deed, as they may be amended from time to time.

T. Board of Directors means the Board of Directors or other body in charge of the Council of Co-Owners.

U. Building means as defined in the Act.

V. By-Laws means the By-Laws of the Council of Co-Owners of COLONIAL VILLAS II Horizontal Property Regime, as they exist from time to time.

W. Condominium means the COLONIAL VILLAS II Horizontal Property Regime and the Property and Apartments included as shown in this Master Deed and the Exhibits hereto.

X. Condominium Unit or Unit means an individual Apartment as defined herein and as described in the Exhibits hereto together with an undivided share of the Common Elements, vote, Common Surplus and liability for Common Expenses and other assessments appurtenant thereto.

Y. Occupant means any person or persons residing in an Apartment.

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2. Council Of Co-Owners means all the Co-Owners as defined in the Act.

ARTICLE II

NAME

The PROPERTY shall hereinafter be named COLONIAL VILLAS II. HORIZONTAL PROPERTY REGIME (hereinafter sometimes called "Regime" or "Condominium").

ARTICLE III

PROPERTY RIGHTS

Section 1. Identification of Units. The Condominium consists essentially of fifteen (15) Apartments in one (1) building designated as Building E, other improvements and certain lands as the same are described in the Exhibits and designated thereon as Phase A. Additional Buildings, land and improvements, may, in the Grantor's discretion, be constructed and be made a part of the Condominium as hereinafter described. For the purposes of identification, each Apartment in the Condominium is identified by number and name and is delineated and described in the Exhibits hereto which are made a part of this Master Deed. No two Apartments have the same identifying number and name. The identifying number and name of each Apartment is also the identifying number and name of the Unit (comprising both the Apartment and the undivided share of the Common Elements, vote, Common Surplus and obligation for Common Expenses and other assessments appurtenant thereto). The Exhibits contain a survey of the land, a graphic description of the improvements showing where the Buildings are located and the location of the Apartments within, and together with this Master Deed, set forth the location, dimensions and size of the Common Elements and of each Apartment.

The aforesaid Buildings and Apartments therein and other improvements are constructed substantially in accordance with such plot plans, descriptions and surveys contained in the Exhibits.

Section 2. Ownership of a Unit. Ownership of a Unit includes title to an Apartment and an undivided interest in the Common Elements and the Common Surplus (if any). Any attempt to divide a Unit by separating title to an Apartment from the undivided interest in the Common Elements and the

Common Surplus (if any) shall be void. A transfer of ownership of an Apartment shall be a transfer of the Unit of which the Apartment is a part. The Unit Owner has an unrestricted perpetual right of ingress and egress to his or her unit. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the common elements will be void, unless the unit to which that interest is allocated is also transferred.

The undivided interests in the Common Elements and the Common Surplus (if any) which the Owners of the Apartments in Building E are acquiring are set forth, as percentages, in the Exhibits. In the event that additional Common Elements and Apartments are made a part of the Condominium, such undivided interest will be adjusted as provided in the Exhibits.

Section 3. The Common Elements. Neither the Council of Co-Owners, any Co-Owner, the Developer, nor any other party who owns an interest in the Common Elements shall have the right to bring any action for partition or division of the Common Elements.

ARTICLE IV

PLOT PLAN, SITE PLAN, AND FLOOR PLANS

The plot plan and site plan showing the location of the Buildings and other improvements and certified to by an engineer or architect licensed to practice in the State of South Carolina is attached hereto as Exhibit "B" and incorporated herein by reference. The floor plans of the Buildings showing graphically the dimensions, area, and location of each Apartment to be sold in fee simple and the dimensions, area, and location of the General Common Elements and Limited Common Elements affording access to each Apartment and certified to by an engineer or architect licensed to practice in the State of South Carolina are attached hereto as Exhibit "D". The area of each Apartment to be sold in fee simple is also shown in the description of Apartments contained in Exhibit "C" attached hereto and incorporated herein by reference.

ARTICLE V

DESCRIPTION OF APARTMENTS

A general description of the fifteen (15) Apartments which are to be sold in fee simple and the designation of

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said Apartments by numbers and names together with an expression of their location, area, and other data necessary for their identification is set forth on Exhibit "C" attached hereto and incorporated herein by reference. The Apartments are more particularly located, described, and designated on the set of floor plans attached hereto as Exhibit "D" and incorporated herein by reference, and include the foundation, main walls, roof, all exterior finishes and interior as hereinafter described.

In addition to the description of each Apartment as may be seen by reference to exhibits attached hereto, including, without limitations, Exhibits "C" and "D", the interior of each Apartment is described as being bound by the unfinished surface by its lower most floor, upper most ceiling, and parametric walls. Specifically included in each Apartment are the finished surfaces of the Apartment, paint, plaster, wallpaper (if any), tiles, paneling (if any), sheetrock or other drywall material, acoustic or ceiling tile, carpeting, and interior non-load-bearing walls contained within the boundaries of each Apartment as shown on the floor plans attached hereto, together with all interior doors, the main entrance door, windowpanes, windowframes, sliding glass doorframes, sliding glass panels, window screen, frames, light fixtures, installed bathroom and kitchen appliances, piping in connection therewith and installed heating and air conditioning devices and attachments measured from the interior of the Apartment up to, but not including the point at which the unfinished surface of the lower most floor, upper most ceiling, and parametric walls of the Apartment is reached. Specifically excluded in each Apartment are the load-bearing columns (if any) located within the area bound by the parametric walls of the Apartment. The owner of each Apartment shall be responsible for maintenance, repair, and upkeep of the Apartment and its appurtenances subject to rules, regulations, covenants, and conditions set forth or incorporated herein by reference. Notwithstanding ownership of the Apartments no Apartment Co-Owner may do anything or take any action which does or might change the exterior appearance of the Property without the consent of the Association and/or the Board of Directors as more fully described in Exhibit "F" attached hereto and made part of this Master Deed.

ARTICLE VI

DESCRIPTION OF COMMON ELEMENTS

The description of the Common Elements of the Regime

include both the General Common Elements and the Limited Common Elements are defined herein and in the Act as follows:

(a) The parcel of land described in Exhibit "A" and shown on Exhibit "B" attached hereto; and (b) those portions of the property not otherwise herein defined as being embraced within the fifteen (15) individual apartments, including but not limited to foundations (Building Structure), roof, floors, ceilings, perimeter walls, load bearing interior walls, partitions, walls enclosing common pipes, and other common facilities, slabs, stairways, entrances and exits or communication ways, pipes, wires, conduits, public utility lines (including the space actually occupied by the above outside of the building), and all as are more particularly shown in Exhibits "A", "B", "C" and "D" attached hereto; and (c) all improvements to the premises constructed or to be constructed such as utilities, walkways, plants, trees, shrubs, lawns, gardens, fencing, etc., located on said parcels of land; and (d) parking facilities as shown on Exhibit "B" attached hereto, (e) all other elements of the Buildings not included within the Apartments constructed or to be constructed on the aforesaid parcel of land rationally of common use or necessary to their existence, upkeep, and safety and in general all other devices or installations existing for the common use, and (f) all other Property of the Regime whether land, building, improvement, personal Property, or otherwise included in the fifteen (15) apartments as more particularly described in Article V and which will be sold to the individuals in fee simple; and (g) all assets of Colonial Villas II Homeowner's Association, Inc. (a Non-Profit Corporation organized for the purposes of carrying out the powers, common duties, and obligations of the Co-Owners as defined in the Act); and (h) easements through Apartments for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to Apartments and the General Common Elements; and (i) an easement of support in every portion of an Apartment which contributes to the support of the Building; and (j) easements through the Apartments and Buildings and General or Limited Common Elements; and (k) installation for the furnishings of utility services to more than one Apartment and/or Building or to the General Common Elements or to an Apartment and/or Building other than the one containing the installation, which installation shall include conduits, ducts, plumbing, wiring, and other facilities for the rendering of such services.

Common Area

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ARTICLE VII

UNDIVIDED SHARE OF COMMON ELEMENTS

The ownership of each Apartment shall include an undivided share in and to the Common Elements as defined herein and as set forth in Exhibit "E" attached hereto and incorporated by reference herein. It is the intention of the Grantor hereby to provide that the Common Elements in the Regime shall be owned by the Co-Owners of the Apartments as tenants in common and the undivided share of each Co-Owner being as stated above. The Association shall have the power to determine the use to be made of the Common Elements from time to time provided that such shall not discriminate against any Co-Owner. The Association, through its Board of Directors, may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the Act or other provisions of this Master Deed or any exhibits hereto. The General and Limited Common Elements are shown graphically in Exhibits "B", "C" and "D" referred to here and above.

ARTICLE VIII

LIMITED COMMON ELEMENTS

Portions of the Common Elements are hereby set aside and reserved for the restricted use of certain Apartments to the exclusion of other Apartments, and such portions shall be known and referred to herein as Limited Common Elements. The Limited Common Elements restricted to the use of certain Apartments are those portions of any walls deemed to be Common Elements and which are within the individual Apartments and certain other areas so designated pursuant to Article XIX.

ARTICLE IX

PARKING SPACES

Section 1. Except as provided in Article XIX, parking spaces shall not be reserved solely for the use of the Occupants of particular Apartments nor shall they be numbered unless otherwise agreed upon by all Co-Owners and the Mortgagees of their Apartments (in which case such reserved parking spaces shall be Limited Common Elements); provided, however, the Occupants of each Apartment shall be entitled to the use of at least one (1) parking space and such additional

parking spaces as may be determined by the Board of Directors.

ARTICLE X

ADMINISTRATION OF THE REGIME

Section 1. The Regime shall be administered by a Council of Co-Owners organized as a South Carolina non-profit corporation known as Colonial Villas II Homeowner's Association, Inc., (hereinafter called the "Association") having its principal office in Longs, South Carolina which shall act by and on behalf of the Co-Owners of the Apartments in the Regime in accordance with this instrument, the By-Laws of the Association annexed hereto as Exhibit "F" and in accordance with the Act, as amended. The By-Laws and the Charter attached as Exhibit "F" and "G" form an integral part of the plan of ownership herein described and shall govern the conduct and affairs of the Co-Owners of the Regime (who are the members of the Association) and shall be construed in conjunction with the provisions of the Master Deed. The management and representation of the Association shall be delegated to the Board of Directors as is more fully described in Exhibit "F" and "G" of this Master Deed.

Section 2. Pursuant to the Act the Association is hereby designated as the form of administration of the Regime, and the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Regime, the same being more particularly set forth in the By-Laws and Charter of the Association hereto attached as Exhibits "F" and "G". The Association shall also be empowered and is hereby empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated to it by the Co-Owners of Apartments in the Regime.

Section 3. The Co-Owner of an Apartment shall automatically, upon becoming the Co-Owner of an Apartment be a member of the Association, and shall remain a member of said Association until such time as his/her or its ownership ceases for any reason, at which time, his/her or its membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of the title to an apartment, neither membership in the Association nor any share in the assets of the Association shall be transferable, and any attempted transfer shall be null and void.

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Section 4. Reasonable regulations concerning the use of the Property may be made and amended from time to time by the Association in the manner provided in its By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Co-Owners of Apartments and residents of the Regime upon request.

Section 5. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, the Association shall not be liable to Co-Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by the elements or other Co-Owners or persons.

ARTICLE XI

DEVELOPMENT PLAN

In addition to the lands with improvements thereon in Phase A, the Grantor may acquire and complete construction of additional Condominium Units, and Common Elements on property contiguous to or near the property described in Article I herein. The additional property shall be referred to as "Phase B", "Phase C", "Phase D", "Phase E," "Phase F", and continue with consecutive letters up to and including as many as fifty (50) phases which such additional phases shall be numbered accordingly, if submitted. Such additional phase(s) will contain no more than thirty (30) Condominium Units per phase. In the event the Grantor exercises its right and option to add additional phases, the property of the said phases will become an integral part of Sun Colony Golf Villas Horizontal Property Regime once appropriate amendments to this Master Deed have been filed as hereinafter provided. Further, there is reserved by the Grantor, for itself, its successors or assigns, in, over, across, under and upon the land hereby submitted to the Horizontal Property Regime and the properties to be designated as additional phases all easements and rights of ingress and egress necessary and convenient for the construction of the said additional phases, as the case may be, which such easements shall remain in full force and effect for such time as the Grantor retains the option of submitting the said additional phases to the Regime.

The Grantor hereby reserves unto itself, its successors or assigns, the right and option, to be exercised at its sole discretion, to submit the additional phases, or any of said

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phases, to the provisions of this Master Deed, thereby causing additional phases, or any of them, to be become and be a part of Colonial Villas II Horizontal Property Regime. The Grantor may elect to exercise this right or option as to additional phases no later than fifty (50) years from the filing of this Master Deed with each phase to be added within two (2) year(s) from the previous phase. The said additional phases shall be added only upon execution by the Grantor, its successors or assigns, within the time specified herein, of an amendment or amendments to this Master Deed which shall be filed for record in the Office of the Register of Deeds for Horry County, South Carolina. Any such amendment shall expressly submit any future phases to all of the provisions of this Master Deed and By-Laws of Colonial Villas II Horizontal Property Regime, as either or both may be amended. Upon the exercise, if any, of this right or option, the provisions of this Master Deed and all exhibits shall then be construed and understood as embracing, the Phase A property and any future phases, as appropriate, together with all improvements then or thereafter constructed. Should the Grantor fail to exercise its right or option within the time specified herein, then in that event, said option shall expire and be of no further force or effect.

The right to submit additional Phases to the Horizontal Property Regime is assignable by the Grantor. If Grantor elects to assign such right, the assignee shall be solely responsible therefor including, but not limited to, the quality of construction and compliance with this Master Deed. Grantor has the right, but not the obligation, to add contiguous and non-contiguous tracts of land within a two (2) mile radius of the Phase A property to Colonial Villas II Horizontal Property Regime. Provided, however, any such contiguous or non-contiguous tracts of land which are now or hereinafter acquired by Grantor, its successors or assigns, shall in no way be deemed to be dedicated or restricted for residential condominium purposes; the Grantor, its successors and assigns, being free to make use of such tract or tracts as it deems desirable unless and until such tract or tracts are submitted to Colonial Villas II Horizontal Property Regime. By way of illustration and not limitation such tract or tracts may be used for recreational vehicle storage facilities or any other use which Grantor, its successors and assigns, desire in its sole discretion.

All Condominium Units in Phase A are designated either type A, B or C as set forth on Exhibit E attached hereto.

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All Condominium Units in any additional phase or phases shall also be designated either an A, B or C type Condominium Unit based on their similarities to the Condominium Units described in Phase A. These type or designations shall be used in calculating the percentage interest of each Condominium Unit in the Common Elements as additional phases(s) are constructed and submitted.

ARTICLE XII

PARTITIONING

To further implement this plan of Condominium ownership, to make feasible the ownership and sale of Apartments in the Regime, to preserve the character of the Condominium and to make possible the fulfillment of the purpose of cooperative living intended, the Grantor, its successors and assigns, by reason of this Master Deed, and all future Co-Owners of Apartments in the Regime by their acquisition of title thereto, covenant and agree as follows: Each Apartment shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be leased, conveyed, devised, inherited, transferred, or encumbered along with its allocated percentage in the Common Elements, in the same manner as any other parcel of real property, independently and all other Apartments, subject only to the provisions of this Master Deed, the Charter, and By-Laws of the Association and the Act. No part of any Apartment or any Common Elements shall be leased, conveyed, devised, inherited, transferred or encumbered apart from the whole of said Apartment and its co-relative percentage in the Common Elements.

ARTICLE XIII

AMENDMENT OF THE MASTER DEED

This Master Deed may be amended at the regular or any special meeting of the Council of Co-Owners of the Condominium, called and convened in accordance with the By-Laws, upon the affirmative vote of two-thirds (2/3) of all the Voting Members of the Council of Co-Owners; provided, however, that this Master Deed may not be cancelled nor any amendment be made hereto having as its effect a termination of the Condominium without written agreement of all of the Co-Owners in the Condominium and all Mortgagees holding mortgages of record upon the Condominium or any portion thereof, as provided in The Act.

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Notwithstanding the foregoing, the Grantor has reserved the right to annex additional sections and amend the Master Deed for the purpose of annexing additional sections in the manner set forth in this Master Deed and the Exhibits which right is reserved unto it, its successors and assigns. Future improvements will be consistent with the initial improvements in terms of quality of construction and in structure type. No approval shall be required of any Co-Owner(s) or Mortgagee(s) or other creditor or person holding any interest whatsoever in the Condominium for the Grantor or its successors and assigns to exercise such right of annexation.

All amendments hereto shall be recorded and certified as required by The Act. No amendment(s) shall change any Unit, any Apartment or the proportionate share of the Common Expenses or Common Surplus attributable to each Unit, nor the voting rights of any Unit, except upon addition of additional phases as herein provided, unless all Co-Owners of the Condominium and all Mortgagees holding any mortgages or other liens upon the Property of any part(s) thereof shall join in the execution of such amendment. No amendment shall be passed which shall impair or prejudice the rights and/or priorities of any Mortgagee or change the provision of this Master Deed with respect to Mortgagees without the written approval of all Mortgagees of record.

No amendment shall change the rights and privileges of Grantor, its successors, heirs and assigns, without written approval and consent of the Grantor, or its successors, heirs or assigns.

Notwithstanding the foregoing provisions of this Article, the Grantor reserves the right to alter the interior design and arrangement of all Apartments and to alter the boundaries between Apartments as long as the Grantor owns all the Apartments so altered; however, no such change shall increase the number of Apartments nor alter the boundary of the Common Elements except the party wall between any Apartments, without amendment of this Master Deed in the manner herein set forth. If the Grantor shall make any changes in Apartments as provided in this paragraph, such changes shall be reflected by an amendment of this Master Deed with a survey and plot plan attached reflecting such authorized alteration of Apartments and said amendment need only be executed and acknowledged by the Grantor and any holder of mortgage(s) encumbering the said altered Apartments. Such survey shall be certified in the manner required by the Act.

Notwithstanding the foregoing provisions of this Article, it is understood and agreed that as of the time this Master Deed is dated and recorded in the public records of Horry County, South Carolina, all of the improvements shown on the Exhibits may not be completed; however, said improvements shall be as and located as described and shown in the Exhibits; provided, however, that all improvements within any Phase must be completed within fourteen (14) months of the inclusion of that Phase within the Condominium; provided, however, said time may be extended by virtue of delays caused by acts of God, acts of governmental authorities, strikes, labor conditions or any other condition(s) beyond the Developer's control.

ARTICLE XIV

EASEMENTS

Each Person who acquires an interest in an Apartment shall be deemed, thereby, to agree that (i) if any portion of an Apartment shall encroach upon any portion of the Common Elements or another Apartment or any portion of the Common Elements shall encroach upon any Apartment, there shall exist a valid easement for such encroachment and for the maintenance and repair of the same so long as it stands; and (ii) in the event a Building or other improvement or an Apartment is partially or totally destroyed and the reconstruction thereof shall create an encroachment on portions of the Common Elements or on any Apartment, there shall exist a valid easement for such encroachment and the maintenance thereof.

The property submitted to a horizontal property regime hereby and to be subsequently so submitted is subject to all conditions, limitations, restrictions, reservations and all other matters of record, the rights of the United States of America, the State of South Carolina and any governmental authority or agency, including those pertaining to the use and ownership of any submerged lands and any lands lying below the natural high water line of the surrounding bodies of water, any taxes, applicable zoning ordinances which now exist or are hereafter adopted and easements for ingress and egress, for pedestrian and vehicular purposes and for utility services and drains which now exist or are hereafter granted by the Grantor for the benefit of such persons as the Grantor designates. The Grantor shall have the right to grant easements and designate the beneficiaries thereof for such time as it determines in its sole discretion. When the Grantor relinquishes such right, the Council of Co-Owners

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shall be empowered to grant such easements. While the Grantor has the right to grant easements, the consent and approval of the Council of Co-Owners to the granting thereof shall not be required. No easement shall be granted by the Grantor or the Council of Co-Owners if as a result thereof any Buildings or other improvement in the Condominium would be structurally weakened or the security of any mortgages of record would be adversely affected without the affected Mortgagee or Mortgagees written consent.

Those easements of ingress and egress across the Property which are of record, are shown in the Exhibits or in the records of the Register of Deeds of Horry County, South Carolina. The rights of all Owners shall be subject to all such easements as presently exist or as are hereinafter granted.

The Council of Co-Owners, all present and future Owners and Occupants, the Developer and their respective heirs, successors, assigns and designees are hereby granted an easement over, through and across and a license to use the paved areas of the Common Elements in Phase A and subsequent phases, and are further granted a pedestrian easement over, through and across the Common Elements upon such paths and ways as are suitable for pedestrian traffic and a license to use the same in Phase A and subsequent Phases.

Easement for Colonial Villas Horizontal Property Regime:
Declarant, its successors and assigns, including Owners, reserves and retains the right to grant an easement of ingress and to the Owners, their heirs, successors and assigns, to use the swimming pool and other amenities of Colonial Villas II Horizontal Property Regime; provided, however, Colonial Villas Horizontal Property Regime must agree to pay an equitable contribution toward the expenses of maintaining and operating said amenities.

ARTICLE XV

CERTAIN RIGHTS OF GRANTOR

Section 1. Notwithstanding any other provisions herein, so long as the Grantor continues to own any of the Apartments, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Grantor from any obligations as a Co-Owner to pay Assessments as herein set forth as to each Apartment owned by the Grantor after the construction on said Apartment has been completed and it is included in the Condominium.

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a. The Grantor shall have the right at anytime to sell, transfer, lease or relet any Apartment(s) which the Grantor continues to own after this Master Deed has been recorded, without regard to any restrictions, if any, relating to the sale, transfer, lease or form of lease of Apartments contained herein and without the consent or approval of the Council of Co-Owners or any other Co-Owner being required.

b. During the period of time in which structures within the regime are under construction by the Grantor and not completed, no dues shall be charged against the Grantor as the Co-Owner of Apartments until both the completion of said Apartments and its inclusion in the Condominium and the dues shall be assessed against the Co-Owners (including the Grantor) of those Apartments in that Phase which shall have been completed, proportionately, inter se, as herein set forth.

c. Without limiting the foregoing, the Grantor shall have the power, but not the obligation, acting alone, at any time (and from time to time) so long as the Grantor owns at least one Apartment to amend the Master Deed to cause the same to conform to the requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, as set forth, respectively, in "FNMA Conventional Home Mortgage Selling Contract Supplement" and "Seller's Guide Conventional Mortgages", as the same may be amended from time to time.

d. The Grantor shall have the rights (i) to use or grant the use of a portion of the Common Elements for the purpose of aiding in the sale or rental of Apartments; (ii) to use portions of the Property for parking for prospective purchasers or lessees of Apartments and such other parties as the Grantor determines; (iii) to erect and display signs, billboards and placards and store and keep the same on the Property; (iv) to distribute audio and visual promotional material upon the Common Elements; and (v) to use any Apartment which it owns as a sales and/or rental office, management office or laundry and maintenance facility.

e. In order to provide the Condominium with, among other things, adequate and uniform water service, sewage disposal service, utility services and television reception, the Grantor reserves the exclusive right to contract for the provision of such services. The Grantor, as agent for the Council of Co-Owners and the Co-Owners, has entered into or may enter into arrangements, binding upon the Council of Co-Owners, and the Co-Owners, with governmental authorities

or private entities for furnishing such services. The charges therefor will be Common Expenses.

f. Subject to the approval of the Council of Co-Owners the Grantor reserves the right to enter into, on behalf of and as agent for the Council of Co-Owners and the Co-Owners, agreements with other Persons for the benefit of the Condominium, the Council of Co-Owners and the Co-Owners. The provisions of any such Agreement shall bind the Council of Co-Owners and the Co-Owners.

Section 2. Subject to applicable law the Grantor acknowledges that all contractual warranties in its favor set forth in the building construction contracts are limited warranties for material and equipment in the Apartment and shall accrue to the benefit of the Co-Owner of such Apartment along with all limited warranties, if any, provided by the manufacturer or supplier of appliances, air conditioning, heating utility systems in the Apartment. SUBJECT TO APPLICABLE LAW THE CLOSING OF TITLE OR OCCUPANCY OF THE APARTMENT SHALL CONSTITUTE ACKNOWLEDGMENT BY THE APARTMENT CO-OWNER THAT THE GRANTOR MAKES NO OTHER IMPLIED OR EXPRESSED WARRANTIES RELATING TO THE APARTMENT AND/OR THE COMMON AREAS AND FACILITIES EXCEPT FOR SUCH LIMITED WARRANTY AS MAY BE SET FORTH BY SEPARATE INSTRUMENT.

Section 3. Until the expiration of the Special Declarant Rights Period, Declarant will have the following Special Declarant Rights with respect to all of the Property:

a. The right to construct and complete the Project.

b. The right to exercise all "development rights," as defined from time to time in the Act (and so referred to here as "Development Rights") with respect to all of the Property, including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

(1) The right to create Condominium Units and Common Elements, including General Common Elements and Limited Common Elements on the Property, subject to the limitations of the Act.

(2) The right to subdivide Condominium Units and convert Condominium Units into Common Elements on any part of the Property and the right to convert General Common Elements into Limited

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Common Elements and the right to convert Limited Common Elements into General Common Elements, subject to the limitations of the Act. This right will specifically include, without limitation, the right to convert parking spaces that are designated as General Common Elements to Limited Common Elements and the right to convert parking spaces that are designated on Limited Common Elements to General Common Elements.

(3) The right to allocate Limited Common Elements in accordance with Article XIX hereinafter.

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Section 4. Utility Easements. Declarant hereby reserves for itself and its successors and assigns a general easement upon, across, over, in and under the Property for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including, but not limited to water, sewer, gas, telephone, and electrical, cable and other communications systems and indoor sprinkler systems. No water, sewer, gas, telephone, electrical, communications, sprinkler systems or other utility or service lines, systems or facilities may be installed or relocated on, under and over the Property unless approved in writing by Declarant. These items may be temporarily installed above ground during construction, if approved by Declarant, subject to the requirements, if any of the County of Horry or any other authority having jurisdiction over the Property.

Section 5. Drainage and Irrigation Easements. Declarant reserves for itself and its successors and assigns, and for the Association, and its officers, agents, employees, and successors and assigns, an easement to enter on, across, over, in and under any portion of the Property for the purpose of modifying the grade of any drainage channels on the Property to improve the drainage of water. Declarant also reserves the right to use or delegate the use of any irrigation ditches existing on the Property on the date this Declaration is recorded, and Declarant reserves for itself and its successors and assigns the right to construct, access and maintain additional irrigation ditches and lines on the Property for the maintenance of the Common Elements and for such other purposes as Declarant may from time to time deem appropriate.

Section 6. General Provision. Any entity using these general easements provided under this Article XV shall use its best efforts to install and maintain the easements for

utilities, drainage, or irrigation ditches without disturbing the uses of the Owners, the Association and Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible after completion of its work, shall restore the surface to its original condition as soon as possible after completion of its work. Should any entity furnishing a service covered by these general easements request a specific easement by separate recordable document, Declarant shall have, and is hereby given the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms of this Declaration. This general easement shall in no way affect, avoid, extinguish, or modify any other recorded easement affecting the Property.

Section 7. Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under and across the Common Elements, together with the right to store materials on the Common Elements and to make such other use of the Common Elements as may be reasonably necessary or incident to the construction of Units on the Property and other consideration by Declarant in the Sun. Colony development. However, no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Project by the Owners.

Section 8. Reservation for Construction. Declarant hereby reserves for itself and its successors and assigns and for Owners of the Project a perpetual easement and right-of-way over, upon, and across the Property for construction, utilities, drainage, and ingress and egress. The location of these easements and rights-of-way may be made certain by Declarant by instruments recorded in Horry County, South Carolina. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, reservations, exceptions and exclusions necessary or convenient for the development, use and operation of any other property of Declarant, as long as such action does not hamper the enjoyment of the Project by the Owners.

Section 9. Maintenance Easement. An easement is hereby reserved to Declarant, and granted to the Association and any member of the Board of Directors or the Manager, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make

such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which they are obligated or permitted to perform pursuant to the Project Documents, including the right to enter upon any Condominium Unit for the purpose of performing maintenance of the Common Elements.

Section 10. Right of Declarant and Association to Own Units and to Use Common. An easement is hereby reserved by Declarant for itself and its successors and assigns and granted to the Association and its officers, agents, employees, successors and assigns to maintain offices, storage areas, conference areas, and recreational areas for use by the Association within the General Common Elements, subject to all rules and regulations established under this Declaration. The Association shall also have the right (but not the obligation) to purchase and own any Condominium Unit for the purpose of maintaining an office for the Association or for any other use which the Association determines is consistent with the operation of the Project. The costs and carrying charges incurred by the Association in purchasing and owning any such Condominium Unit shall be part of the Common Expenses.

Section 11. Remodeling Easement. Declarant, its successors and assigns, including Owners, retains a right and easement in and about the Property for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in the Common Elements in connection with the improvement or alteration of any Condominium Unit, including the right of access to such areas of the Common Elements as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the decision of the Board of Directors shall be final.

Section 12. General Reservations. Declarant reserves (a) the right to dedicate any access roads and streets serving the Property for and to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; and (b) the right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease repair, maintenance, or regulation of parking and/or recreational facilities, which may or may not be a part of the Property for the benefit of the Owners, and/or the Association.

Section 13. Restrictions on Easement Holders. Nothing herein shall be construed to allow any easement holder to permit any third party to utilize such easements, whether by assignment, transfer, sublease, sharing or otherwise. All easements are personal to the easement holder. No easements are divisible or apportionable. No easement may be used for any purpose other than the limited purpose for which it is granted, regardless of the existence of any burden on the Declarant arising from such additional usage.

ARTICLE XVI

PROVISIONS RESPECTING CONSTRUCTION LENDER

Notwithstanding anything to the contrary contained in this Master Deed, until the satisfaction of record of any construction mortgage given by Grantor upon the Property as presently constituted to secure a loan with which to develop the improvements for the Property such as would be commonly classified as a construction loan mortgage (hereinafter referred to as the "Construction Mortgage") the following provisions shall be a part of this Master Deed and shall supersede any inconsistent provisions contained heretofore in this Master Deed.

1. Whenever the consent of the Grantor is required under this Master Deed, the written consent of the holder of the Construction Mortgage (hereinafter referred to as "Construction Mortgage") shall also be required.

2. In the event that the Developer shall violate any of its obligations as a Co-Owner, the Council of Co-Owners shall be required to give Construction Mortgagee written notice of such failure or violation, and the Council of Co-Owners shall be prohibited from instituting any suit or exercising any other remedy against the Grantor for any such failure or violation until it has given Construction Mortgagee ten (10) days' prior written notice of its intention to file such suit for exercise such remedy during which time Construction Mortgagee shall have the right to cure any such failure or violation.

3. Construction Mortgagee shall be given written notice by the Council of Co-Owners of any meeting of the Co-Owners together with the agenda of such meeting.

4. No amendment shall be made to this Master Deed or to the By-Laws of the Council of Co-Owners, which would alter the rights of Construction Mortgagee or in any other way

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affect the security of Construction Mortgagee without its joinder and written consent to such amendment.

5. If Construction Mortgagee either assumes possession of any portion of the Property or Common Elements upon which said Construction Mortgage is a lien or acquires title to unsold Property upon foreclosure of the Construction Mortgage, by purchase of the unsold Property at foreclosure sale, or by deed in lieu of foreclosure, Construction Mortgagee and its successors and assigns shall have and enjoy all of the rights, privileges, and exemptions granted to Grantor by this Master Deed and/or by the By-Laws.

ARTICLE XVII

RIGHTS OF LENDER

Section 1. Notwithstanding any other provision hereof any mortgagee of record, (including, but not limited to, the Construction Mortgagee while such construction mortgage shall remain unsatisfied), shall:

- (i) Upon request, be permitted to inspect the books and records of the Council of Co-Owners, during normal business hours;
- (ii) Upon request, receive a copy of any audit performed for the Council of Co-Owners;
- (iii) Upon request, receive written notice of all meetings of the Council of Co-Owners, and be permitted to designate a representative to attend and observe all such meetings;
- (iv) Receive written notification from the Council of Co-Owners of any default by any of its mortgagors in the performance of his obligations to the Council of Co-Owners which is not cured within thirty (30) days;
- (v) To consent to any changes in the provisions of the Master Deed and/or By-Laws that raise previously assessed amounts by twenty-five (25%) percent;
- (vi) To consent to change in the provisions of the Master Deed and/or By-Laws that pertain to reduction of reserves for maintenance.
- (vii) To consent to any changes in the provisions of the Master Deed and/or By-Laws governing fidelity insurance.
- (viii) To consent to any changes in the provisions of the Master Deed and/or By-Laws governing imposition of any restrictions on the leasing of units; and
- (ix) To consent to any changes in the provisions of the Master Deed and/or By-Laws governing decision by the Association (if said regime count of 50 or more units) to establish self-management if professional management has otherwise been required.

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Section 2. Notice to the Board of Directors. A Co-Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the Note and Mortgage with the Board of Directors.

ARTICLE XVIII

EXPENSES AND COMMON SURPLUS

The Common Expenses of the Condominium and the monetary obligations of the Co-Owners under any agreements entered into by the Council of Co-Owners shall be shared by the Co-Owners in the percentages set forth in the Exhibits. Such percentages shall not be altered because of any increase or decrease in the purchase price or square footage of an Apartment or because of its location, but shall be adequate only upon the inclusion of an additional section in the condominium and then in the manner set forth in the Exhibits.

Each Co-Owner's interest in the Common Surplus (if any) shall be equal to his interest in the Common Elements.

ARTICLE XIX

REDESIGNATION AND RESTRICTION OF COMMON ELEMENTS

Section 1. Assignment of Limited Common Elements. A portion of the Common Elements may be marked on the Plans as "Common Elements which may be assigned as Limited Common Elements". Grantor may assign such a Common Element as a Limited Common Element by unilaterally executing and recording an appropriate amendment to this Master Deed or to the Plans. If a Co-Owner acquires the right to the exclusive use of such a Limited Common Element prior to settlement on the Apartment, the Grantor shall evidence the Co-Owner's right to such an assignment in the deed to the Apartment. The Grantor may, but need not, evidence the Co-Owner's right to such an assignment in a separate written agreement with the Co-Owner.

Section 2. Designation of Reserved Common Elements. The Board of Directors shall have the power in its discretion to: (i) designate from time to time certain Common Elements as Reserved Common Elements; (ii) grant reserved rights thereon to the Association or to any or less than all of the Co-Owners for the use and maintenance thereof. Such

designation by the Board shall not be construed as a sale or disposition of the Common Elements.

ARTICLE XX

MISCELLANEOUS

Section 1. Invalidity. The invalidity of any part of the Master Deed or exhibits attached hereto shall not impair or affect the validity or enforceability of the remainder of the Master Deed and in such event all the other provisions of this Master Deed shall continue in force and effect as if such invalid provision shall have never been included.

Section 2. Waiver. No provisions contained in the Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur. Law controlling the Master Deed and By-Laws attached hereto shall be construed under and controlled by the laws of the State of South Carolina.

Section 3. Severability. It is the intention of the Grantor that the provisions of this Master Deed and its exhibits are severable so that if any provision, condition, covenant or restriction thereof shall be invalid or void under any applicable federal, state, or local law, the remainder shall be unaffected thereby.

Section 4. Captions. Captions in this document are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this document or the intent of any provision hereof.

Section 5. Conflicts. In the event that any of the provisions of this Master Deed conflict with the provisions of the Act, the Act shall control.

Section 6. Termination. All the Co-Owners or the sole Co-Owner of the Property may waive the Regime and regroup the records of the Condominium with the Common Elements, provided that the Condominium is unencumbered or, if encumbered that all the creditors on whose behalf the encumbrances are recorded agree to accept as security the undivided portions of the Property owned by the debtors.

Any action to terminate the legal status of the regime and project other than after substantial destruction or

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condemnation must be agreed to and approved by Unit Owners who represent sixty-seven (67%) percent of the allocated vote in the Association.

Said consent must also be approved by sixty-seven (67%) percent of the votes of the unit estate subject to mortgages.

Section 7. Taxes. Taxes, assessments, and other charges of this State, of any political subdivision, of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on the Apartment which shall be carried on the tax books as separate and distinct entities for that purpose, and not on the buildings or Property as a whole.

Section 8. Condemnation.

(a) General. Whenever all or any part of the property shall be taken by any authority having the power of condemnation or eminent domain, each Co-Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Insurance Trustee. Unless otherwise required by law at the time of such taking, any award made therefore shall be disbursed by the Insurance Trustee, as hereinafter provided in this Section 8.

(b) Common Area. If the taking is confined to the Common Area and Facilities on which improvements shall have been constructed and if at least seventy-five (75%) percent of the total vote of the Association shall decide within 60 days after such taking to replace said improvements, or any part thereof, on the remaining land included in the Common Area and Facilities and according to plans therefore to be approved by the Association, then the Board of Directors shall arrange for such replacement and the Trustee shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the property is to be repaired or reconstructed as provided for in Article X of the By-Laws hereof; subject, however, to the right hereby reserved to the Association which may be exercised by a majority of the total vote thereof to provide for the disbursement by the Trustee of the remaining proceeds held by it (after payment of all costs incident to such replacement) to the Co-Owners or any one or more of them in amounts disproportionate to the Percentage Interest appurtenant to their Units established herein, which disproportionate amounts shall correspond with

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the disproportionate damages sustained by the Co-Owners or any one or more of them and their respective mortgagees as their interest may appear as the Association may determine. If at least seventy-five (75%) percent of the total vote of the Association shall not decide within 60 days after such taking to replace such improvements or if the taking is confined to the Common Area and Facilities on which no improvement shall have been constructed, then the Association or the Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incident to replacement of the improvements taken, including the right reserved to the Association to provide for the disbursement by the Trustee of the remaining proceeds held by it to the Owners in disproportionate amounts and their respective mortgagees as their interest may appear.

(c) Units. If the taking includes one or more Apartments, any part or parts thereof or the Limited Common Area and Facilities, or parts thereof, to which an Apartment has exclusive use then the award shall be disbursed and all related matters, including, without limitation, alteration of the Percentage Interest appurtenant to each Apartment shall be handled pursuant to and in accordance with the consent of all Co-Owners expressed in a duly recorded amendment to this Master Deed. In the event that such an amendment shall not be recorded within 90 days after the taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article X of the By-Laws herein, whereupon the Condominium will be terminated in the manner therein prescribed, provided, however, in the event the Condominium is not terminated and such Apartment or Apartments are replaced, the proceeds shall be paid to the Apartment Owner or Owners and their respective mortgagee as their interest may appear.

Section 9. Notices. Whenever notices are required to be sent hereunder, the same may be delivered to each Co-Owner either personally or by mail addressed to such Co-Owner at his place of residence in the Condominium unless the Co-Owner has by written notice, duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Council of Co-Owners shall be given by affidavit of the person mailing or personally delivering such notice. Notices to the Council of Co-Owners (including the Board of Directors) shall be delivered by mail to the Secretary of the Council of Co-Owners at the Secretary's

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address within the Condominium or, in the case of the Secretary's absence, then to the President of the Council of Co-Owners at his address in the Condominium; provided, however, that the Council of Co-Owners may specify a different address by written notice delivered to all Co-Owners Institutional Mortgagees of record, and any third party affected thereby. Notices to the Grantor shall be sent by mail to Colonial Charters Development, Inc., Post Office Box 1618, North Myrtle Beach, South Carolina 29598. All notices shall be deemed delivered when mailed. Any party may change his or its mailing address by written notice duly received for. The change of the mailing address of any party as specified herein shall not require an amendment to this Master Deed. Notices required to be given the personal representative of a deceased Co-Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the probate court wherein the estate of such deceased Co-Owner is being administered.

Section 10. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

Section 11. Approval of Master Deed. The Council of Co-Owners by its execution of this Master Deed approves the provisions hereof and all covenants, terms, conditions, duties and obligations hereof and Exhibits hereto and the Act. Each Co-Owner by virtue of acceptance of a Deed of Conveyance of an Apartment and/or any portion of or interest in the Common Elements and other parties by virtue of their occupancy of Apartments or use of the Common Elements, hereby approve the foregoing and do agree to be bound by all the terms, conditions, duties and obligations contained herein, in the Exhibits hereto and in the Act.

Section 12. Certain Provisions in By-Laws. Article VI and Article X of the By-Laws hereinafter set forth are made a part of this Master Deed as fully as if set forth herein.

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FOR GOOD AND VALUABLE CONSIDERATION the receipt whereof is hereby acknowledged, COLONIAL VILLAS II Homeowner's Association, Inc. hereby agrees to and does on behalf of itself and all its present and future Co-Owners, accept all the benefits and all the duties, responsibilities, obligations and burdens imposed upon it and them by the provisions of this Master Deed together with all the Exhibits hereto and as set forth in the Act.

IN WITNESS WHEREOF, the above-named COLONIAL VILLAS Homeowner's Association, Inc. has caused these presents to be signed in its name by its duly authorized agents this 30th day of August, 2000.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

COLONIAL VILLAS II HOMEOWNER'S ASSOCIATION, INC.

Christina S. Reeder

By: Jeffrey W. Tuton
Jeffrey W. Tuton,
Its President

Virginia M. Porter

Attest: Jayne Workman
Jayne Workman,
Its Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGEMENT
(S.C. CODE ANN.
§30-5-30(B)(C))

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Jeffrey W. Tuton, as President and Jayne Workman as Secretary of Colonial Villas II Homeowner's Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said corporation.

Witness my hand and official seal this 30th day of August, 2000.

Virginia M. Porter (L.S.)
Notary Public in and for S.C.

My Commission Expires: Virginia M. Porter 9-11-2005

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14667, SURFSIDE BEACH, S.C. 29587-4107

COLONIAL VILLAS II

HORIZONTAL PROPERTY REGIME

PHASE A

HORRY COUNTY, SOUTH CAROLINA

EXHIBIT A

NARRATIVE DESCRIPTION OF PROPERTY

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14007, SURFSIDE BEACH, S.C. 29887-4007

EXHIBIT "A"

COLONIAL VILLAS II
HORIZONTAL PROPERTY REGIME, PHASE A

HORRY COUNTY, SOUTH CAROLINA

NARRATIVE DESCRIPTION OF PROPERTY:

ALL THAT CERTAIN piece, parcel or lot of land situate, lying and being in the County of Horry and State of South Carolina, containing 1.43/- acres (62,351+/- square feet) and being more particularly shown and delineated as (revised) Parcel "E", on a plat entitled "Colonial Villas II HPR, Phase A, Building "E" As Builts" for Colonial Charters Development, Inc. by Atlantic Land Surveying Co., dated July 20, 2000, and recorded in the office of the Register of Deeds for Horry County in Plat Book 172 at Page 89, said plat being incorporated by reference herein as a part of this description.

For a further description of the above-described COLONIAL VILLAS II, Phase A, reference is had to the above mentioned plat of record and in case of conflict, if any, between said plat and the above metes and bounds description, the said plat shall be controlling.

The aforesaid real property and the particular improvements thereon, which are hereby committed (and the location of such improvements) are shown and described on the attached surveys, plot plans and building plans, which are incorporated in the description by reference and which constitute, together with this description, Exhibit "A" to the Master Deed of COLONIAL VILLAS II Horizontal Property Regime, Phase A. The improvements consisting of one (1) building within which fifteen (15) Apartments are located and the location of individual Apartments within the building, is located as shown and described upon the aforesaid parts to this Exhibit, which locations and descriptions are also incorporated in this description by reference. Each Apartment has appurtenant to it an undivided interest in the Common Elements as shown and described on the attached surveys, plot plans, building plans and descriptions, and as described in the Master Deed to which this is an Exhibit. All areas not contained within the Apartments and Buildings as the term "Apartment" is defined in the aforesaid Master Deed, constitute Common Elements. Improvements which constitute Common Elements are the streets and driveways,

sidewalks, parking areas, all corridors and halls providing access or such halls and corridors, and all other improvements not contained within or part of any apartment(s).

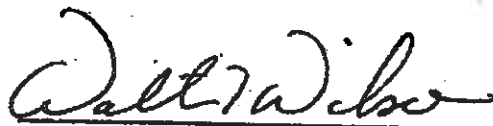
This conveyance is expressly made subject to all easements, reservations, and rights-of-way of record, including those contained within the Master Deed and Exhibits thereto, as shown on this Exhibit and all other of record.

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14607, SURFSIDE BEACH, S.C. 29587-4607

STATE OF SOUTH CAROLINA }
 }
COUNTY OF HORRY }

ENGINEER'S CERTIFICATION

I certify to the best of my knowledge, information and belief, that the pages number 1 through 2, to this Exhibit "A", the plot plan referred to in the description of the property, and Exhibit "D" (Floor Plans and Specifications) adequately and accurately depict the land, buildings and the improvements and elevations of COLONIAL VILLAS II Horizontal Property Regime, Phase A, in accordance with the requirements of Title 27, Chapter 31, Code of Laws of South Carolina, 1976.



Walter T. Wilson, P. E.
Registered Engineer
State of South Carolina
License #3604

Date: Aug. 1, 2000

COLONIAL VILLAS II
HORIZONTAL PROPERTY REGIME

PHASE A

HORRY COUNTY, SOUTH CAROLINA

EXHIBIT B

PLOT PLAN & SITE SHOWING THE LOCATION OF
BUILDINGS AND IMPROVEMENTS

See Plat Book 172 at Page 87

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14007, SURFSIDE BEACH, S.C. 29587-4007

COLONIAL VILLAS II
HORIZONTAL PROPERTY REGIME
PHASE A
HORRY COUNTY, SOUTH CAROLINA
EXHIBIT C
NARRATIVE DESCRIPTION OF APARTMENTS
AND
LIMITED AND GENERAL COMMON ELEMENTS

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14807, SURFSIDE BEACH, S.C. 29587-4007

EXHIBIT C

COLONIAL VILLAS II

HORIZONTAL PROPERTY REGIME

PHASE A

HORRY COUNTY, SOUTH CAROLINA

NARRATIVE DESCRIPTION OF APARTMENTS AND LIMITED AND GENERAL COMMON ELEMENTS:

In each unit, the unit comes equipped with basic appliance packages consisting of a refrigerator, a range with oven, a range hood, a dishwasher, a central heating and air conditioning system, a hot water heater and a garbage disposal.

The units are described hereinbelow. They include (a) the spaces enclosed by the unfurnished surfaces of the perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (b) interior dividing walls and partitions (including the space occupied by such walls, or partitions); (c) the decorated inner surfaces of such perimeter and interior walls, ceilings and floors, consisting (as the case may be) of wallpaper, paint, plaster, carpeting, tiles and all other furnishing materials and fixtures affixed or installed and for the sole and exclusive use of any unit (commencing at the point of disconnection from the structural body of the building and from utility lines, pipes, or systems serving the Unit). No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall system designated for the service of any particular unit or building, nor any property of any kind, including fixtures and appliances within any unit, which are not removable without jeopardizing the soundness, safety and usefulness of the remainder of the building shall be deemed to be a part of any unit.

COLONIAL VILLAS II, Phase A is a complex of one (1) building consisting of fifteen (15) apartments each with floor plans as follows:

1. E1, E6, E11 Units: These are three bedroom and two bath units located with the entrance on the first, second and third floors respectively.

The front door enters into a foyer area with a bedroom with a window on each side of the hall. Continuing down the hall there is a full bathroom with three fixtures to the right and the kitchen to the left. Within the kitchen is the entry into the laundry/storage area. Continuing down the hall to the left is the air handler. Straight ahead is the Dining Area/Living Room with a bay window and sliding glass doors to the screen porch. There is also a storage room on the right side of the screened porch. Off from the Living Room is the Master Bedroom with a walk-in closet and a full three fixture bathroom. The Master Bedroom also has a sliding glass door with access to the screen porch that is the entire length of the unit.

2. E5, E10, and E15 Units: These are three bedroom and two bath units but a mirror image of Unit E1, E6, and E11 located with the entrance on the first, second and third floors respectively.
3. E2, E7, and E12 Units: These are three bedroom and two bath units located with the entrance on the first, second and third floors respectively.

The front door enters into a foyer area with a bedroom with a window on each side of the hall. Continuing down the hall there is a full bathroom with three fixtures to the left and the laundry/storage area to the right. Straight ahead is the Dining Area/Living Room with sliding glass doors to the screen porch and the kitchen to the rights. There is also a storage room on the left side of the screened porch. Off from the Living Room is the Master Bedroom with a walk-in closet and a full three fixture bathroom. Located within the bathroom is the air handler. The Master Bedroom also has a sliding glass door with access to the screen porch that is the entire length of the unit.

4. E4, E9, and E14 Units: These are three bedroom and two bath units but a mirror image of Unit E2,

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E7, and E12 located with the entrance on the first, second and third floors respectively.

- 5. E3, E8 and E13 Units: These are two bedroom and two bath units located on the first, second and third floors respectively and are the center unit on each floor. The front door enters into a foyer area with a morning room with a window on your immediate left with the kitchen wrapping around the utility room and closet and extending forward with an open counter with the sink. On the left is a hall area with a utility room on the left for a washer and dryer that also contains the hot water heater. On the right across from the utility room is a three fixture bathroom. Going back in the hall at the kitchen and turning left is the dining and living room area with a sliding glass door that leads to screen porch. There is also a storage room on the right. To the right is the master bedroom that has a walk-in closet and a three fixture bathroom. Within the bathroom is the closet area that contains the air handler. There is also a sliding glass door at the end of the room that leads to a screened porch that is the width of the entire unit.

AREAS:

Three Bedroom Unit with bay window

All units have 1490 square feet.

Three Bedroom Unit without bay window

All units have 1514 square feet.

Two Bedroom Unit

All units have 1253 square feet.

SPECIFICATIONS COMMON TO ALL APARTMENTS

All Apartments are equipped with carpet and vinyl floor coverings, painted sheetrock walls except for baths and kitchens which have wallpaper, and a smoke alarm. Each unit is separated from other units by a one hour rated firewall.

ARRANGEMENT OF ALL APARTMENTS

The arrangement of individual dwelling units in Building F as viewed from the entry side of the building is as follows:

THIRD FLOOR	E11	E12	E13	E14	E15
SECOND FLOOR	E6	E7	E8	E9	E10
FIRST FLOOR	E1	E2	E3	E4	E5

All areas not included in the description of the units are considered to be a part of the common areas.

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14607, SUITESIDE DEACI, S.C. 29587-4807

COLONIAL VILLAS II
HORIZONTAL PROPERTY REGIME
PHASE A
HORRY COUNTY, SOUTH CAROLINA
EXHIBIT D
FLOOR PLANS AND SPECIFICATIONS

See Condominium Cabinet "C" at Page 935

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14097, SURFSIDE BEACH, S.C. 29587-4607

COLONIAL VILLAS II
HORIZONTAL PROPERTY REGIME
PHASE A
HORRY COUNTY, SOUTH CAROLINA
EXHIBIT E
PROPERTY RIGHTS AND PERCENTAGE OF INTEREST

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14007, SURRESIDE BEACH, S.C. 29587-4807

EXHIBIT E
 COLONIAL VILLAS II
 HORIZONTAL PROPERTY REGIME
 PHASE A

PROPERTY RIGHTS AND PERCENTAGE OF INTEREST

Schedule of percentage (%) of undivided interest in the Common Elements appurtenant to Condominium Units in Colonial Villas II Horizontal Property Regime, including Phase A, and if developed, Phases B through XX, inclusive. Statutory value is for statutory purposes only and has no relationship to the actual value of each Condominium Unit.

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14807, SURFSIDE BEACH, SC 29587-14807

<u>Phase A Condominium Unit</u>	<u>Type Condominium Unit</u>	<u>Statutory Value</u>	<u>Percentage Interest</u>
<u>Building E</u>			
E-1	C	78,000	6.98925
E-2	C	78,000	6.98925
E-3	B	60,000	4.62634
E-4	C	78,000	6.98925
E-5	C	78,000	6.98925
E-6	C	78,000	6.98925
E-7	C	78,000	6.98925
E-8	B	60,000	4.62634
E-9	C	78,000	6.98925
E-10	C	78,000	6.98925
E-11	C	78,000	6.98925
E-12	C	78,000	6.98925
E-13	B	60,000	4.62634
E-14	C	78,000	6.98925
E-15	C	78,000	6.98925

In addition, up to forty-nine (49) additional phases may be added as Phases B through XX, or any of them. As each Phase is added, the total statutory value of all Phases submitted and constituting Colonial Villas II Horizontal Property Regime at that time and the percentage interest of each Condominium Unit may be determined. To determine the percentage interest of each Condominium Unit set forth in the chart below as the numerator with the total statutory value of Colonial Villas II Horizontal Property Regime at that time



(including the Phase being submitted and any Phases previously submitted) as the denominator.

The percentage as determined above shall be the percentage of undivided interest appurtenant to each Condominium Unit in Phase A through Phase XX in the event the Grantor elects, in accordance with the provisions of the Master Deed to which this Exhibit is attached, to proceed with the development of Phase B through Phase XX or so many of said phases as it might elect, within the time provided in the Master Deed, then, in that event, as of the date of recording the amendment incorporating each additional Phase, the percentage interest appurtenant to each Condominium Unit in Phase A, Phase B and any additional phases in the Common Elements will automatically be the percentage to be set forth in a chart which Grantor must record as part of its election to construct Phase B might elect, to be determined by the ratio of the statutory value of the whole property. Provided, however, the assigned values to be reflected in the chart for Condominium Units in additional phases must be the values provided in the following chart depending on the type of unit involved as follows:

<u>Type</u>	<u>Statutory Value</u>
A - 1 bedroom up to 900 Square Feet	50,000
B - 2 bedroom between 900 and 1300 square feet	60,000
C - 3 bedroom over 1300 square feet	78,000

The Grantor may construct in Phase B, and any subsequent phases through Phase XX, any combination of A, B or C type Condominium Unit, provided that Grantor at the time of recording its election specifies in the chart amending this Exhibit "C" the percentage of interest of each Condominium Unit in Phase A and so many additional phases as might have at that time been incorporated hereunder using the values of the different type Condominium Unit assigned above.

Each additional phase shall have a minimum total statutory value based on the sum of all statutory values of all Condominium Units within that phase of \$50,000.00 and a maximum total statutory value of all Condominium Units within that phase of \$2,340,000.00. The minimum statutory value for additional phases set forth above assumes that one Condominium Unit has a statutory value of \$50,000.00. The maximum statutory value for additional phases set forth above

assumes that the maximum number of Condominium Units, thirty (30), is being submitted and that each of these Condominium Units has a statutory value of \$78,000.00. Therefore, the minimum and maximum percentage interest of each Condominium Unit within Phase A, at any time during the development and submission of additional phases(s) to Colonial Villas II Horizontal Property Regime, may be determined by use of the formula hereinafter provided.

The actual percentage interest of each Condominium Unit may be computed in accordance with the following formula with the result obtained from such formula being then expressed as a percentage:

$$\frac{\text{Statutory Value of the Condominium Unit}}{\text{Total Statutory Value of all Condominium Units submitted to the Horizontal Property Regime}} = \text{Percentage Interest of the Condominium Unit (Expressed as a Percentage)}$$

THE FLOYD LAW FIRM PC ATTORNEYS & COUNSELORS AT LAW P.O. DRAWER 14807, SUITESIDE BLDG. 311, S.C. 29507-4807

FILED
HORRY COUNTY, S.C.

STATE OF SOUTH CAROLINA: 2)56) FIRST AMENDMENT TO
2003 JUL 23 11) MASTER DEED OF COLONIAL VILLAS II
COUNTY OF HORRY,) HORIZONTAL PROPERTY REGIME
DALLERT W. WOODRUF) (BUILDING "F", PHASE B)
REGISTRAR OF DEEDS

This First Amendment to Master Deed, pursuant to the provisions of Section 27-31-10, et seq., Code of Laws of South Carolina (1976), as amended, is made this 23th day of July, 2003, by COLONIAL CHARTERS DEVELOPMENT, INC., (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on August 30, 2000, Declarant did record a Master Deed of Colonial Villas II Horizontal Property Regime (herein referred to as the "Master Deed"), in Deed Book 2296 at page 1081, records of the office of the ROD for Horry County, South Carolina, and

WHEREAS, pursuant to Article XI of the Master Deed, Declarant reserved the right to incorporate additional parcels of land and buildings into the Horizontal Property Regime, and

WHEREAS, Declarant wishes to incorporate that certain parcel of real estate together with improvements thereon located in Horry County, South Carolina, and being more particularly described on Exhibit "A" attached hereto (said property being hereinafter referred to as the "Property").

NOW, THEREFORE, Declarant hereby publishes and declares that:

1. Declaration. The Property is herewith submitted to the terms and provisions of the Master Deed and that hereafter it shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the terms thereof. The Property together with the buildings thereon shall be referred to as Building F of The Development.

2. Building. Building F (hereinafter the Building) contains fifteen (15) units for a total of 21,783 square feet of heated space. The Building contains Units F-1, F-5, F-6, F-10, F-11, F-15, which are three bedroom units with bay windows; F-2, F-4, F-7, F-9, F-12 and F-14, which are three bedroom units without bay windows and F-3, F-8 and F-13 which are two bedroom units. Floor plans of the Building which show graphically the dimensions, area, and location of the units therein, and a plat which shows the location of the Building and other improvements on the land of the Building are recorded in Condo Plat Book D, beginning at Page 181, in the office of Register of Deeds for Horry County, South Carolina.

DEED
2621 0363

14
363


3. Percentage of Ownership. The percentage of ownership of the owners of each Type unit is shown on Exhibit "B" attached hereto.

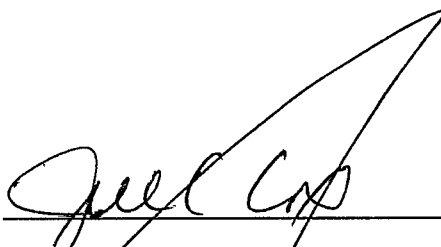
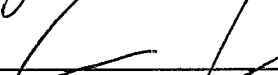
4. Architect's Certificate. Attached hereto as Exhibit "C" is the Architect's or Engineer's Certificate required by Section 27-31-110 et seq of the Code of Laws of South Carolina (1976).

Except as specifically amended hereby, the Master Deed, and any Amendments thereto remain exactly as originally recorded.

IN WITNESS THEREOF the Declarant has executed this First Amendment to Master Deed on the date first above written.

COLONIAL CHARTERS DEVELOPMENT, INC.

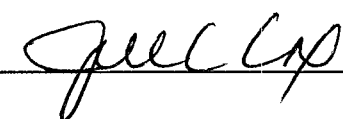

By: Its Authorized Officer

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 COLONIAL CHARTERS DEVELOPMENT, INC., by Its Authorized Officer, sign, seal and as its act and deed deliver the within written Amendment; and that (s)he with the other witness whose name appears above witnessed the execution thereof.



SWORN TO before me this
23 day of July, 2003.

Notary Public for South Carolina
My Commission expires 3-27-2007

EXHIBIT A

All that certain piece, parcel or lot of land located in Little River Township, Horry County, South Carolina and being more particularly shown and designated as Colonial Villas II, Building F containing 0.48 acres more or less on a plat prepared by Atlantic Land Surveying Co., Inc., dated 07/09/03 and recorded 07/~~23~~/03, in Condominium Plat Book 191, at page 41, records of the office of the ROD for Horry County, South Carolina. Reference to which is carved as forming a part of these presents.

HORRY COUNTY ASSESSOR
NEW PARCEL 117-00-02-398 thru 412
SPLIT FROM 117-00-02-388
-Map Blk Parcel
7-24-03

EXHIBIT B
PERCENTAGE OF OWNERSHIP INTEREST

Percentage of Ownership
Building F

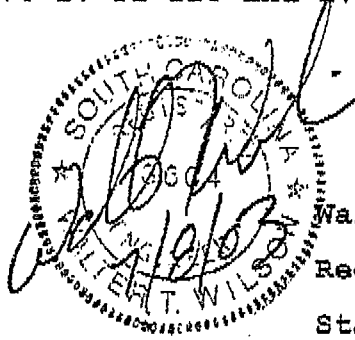
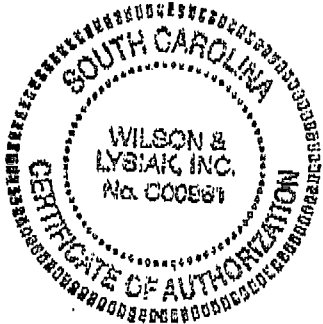
Unit	Type	Statutory Basic Value	Percentage of Ownership Interest
F-1	Type C	78,000.00	3.4946
F-2	Type C	78,000.00	3.4946
F-3	Type B	60,000.00	2.3132
F-4	Type C	78,000.00	3.4946
F-5	Type C	78,000.00	3.4946
F-6	Type C	78,000.00	3.4946
F-7	Type C	78,000.00	3.4946
F-8	Type B	60,000.00	2.3132
F-9	Type C	78,000.00	3.4946
F-10	Type C	78,000.00	3.4946
F-11	Type C	78,000.00	3.4946
F-12	Type C	78,000.00	3.4946
F-13	Type B	60,000.00	2.3132
F-14	Type C	78,000.00	3.4946
F-15	Type C	78,000.00	3.4946

EXHIBIT C

STATE OF SOUTH CAROLINA }
 }
COUNTY OF HORRY }

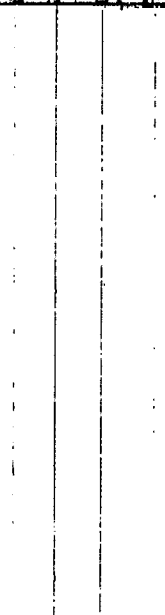
ENGINEER'S CERTIFICATION

I WALTER T. WILSON, P.E. an engineer licensed to practice in South Carolina, do hereby certify that the building plans prepared by me for COLONIAL VILLAS, BUILDING "F" are in accordance with South Carolina Code of Laws, 1976-27-31-110 and 27-31-120.



Walter T. Wilson, P.E .
Registered Engineer .
State of South Carolina
License _____ 3604

Date: July 8, 2003



HORRY COUNTY ASSESSOR
NEW PARCEL 117-00-02-423 thru 437
SPLIT FROM 117-00-02-416

527960

Map Blk Parcel
10-12-05

FILED
HORRY COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

2005 OCT 11 PM 3:41

BALLERY V. SKINNER
REGISTRAR OF DEEDS

SECOND AMENDMENT TO MASTER DEED OF
COLONIAL VILLAS II
HORIZONTAL PROPERTY REGIME
(BUILDING H, PHASE C)

THIS SECOND AMENDMENT TO MASTER DEED, pursuant to the provisions of South Carolina Code Section 27-31-10, et seq., 1976 Code of Laws as amended ("Horizontal Property Act" or "Act") is made and executed in Horry County, South Carolina this 11th day of October, 2005, by COLONIAL CHARTERS DEVELOPMENT, INC., hereinafter ("Declarant").

WITNESSETH:

WHEREAS, Declarant heretofore executed the Master Deed for Colonial Villas II Horizontal Property Regime, dated August 30, 2000, which Master Deed was recorded in the Office of Mesne Conveyances for Horry County, SC on September 6, 2000, in Deed Book 2296 at page 1081.

WHEREAS, said Developer has elected, as provided by said Master Deed, to submit Phase C to the Regime, and

WHEREAS, S.C. Code Ann. Section 27-31-60 (1976) and Section 27-31-100(g)(4) (1976), as amended, requires that the Master Deed of a horizontal property regime being developed in stages include "A chart showing the percentage interest in the common elements of each original unit owner at each stage of development if the owner submitting property to condominium ownership elected to proceed with all stages of development.", and

WHEREAS, Developer desires to comply with S.C. Code Ann. Section 27-31-60 (1976) and Section 27-31-100 (g)(4)(1976) by bringing in Phase C.

NOW, THEREFORE, DEVELOPER HEREBY PUBLISHES AND DECLARES that the Master Deed for Colonial Villas II Horizontal Property Regime recorded in the Office of the Register of Deeds for Horry County on September 6, 2000, in Deed Book 2296 at page 1081, is hereby amended as follows in order to incorporate the land constituting Phase C into Colonial Villas II Horizontal Property Regime:

DEED
2993 0050

2993-50
T

(1) Exhibit "A", entitled "LEGAL DESCRIPTION" is hereby amended to read as follows: "LEGAL DESCRIPTION OF REAL PROPERTY (FREEHOLD ESTATE) SUBMITTED TO REGIME BY THE EXECUTION AND RECORDING OF THIS SECOND AMENDMENT TO THE MASTER DEED ON A PLAT ENTITLED "PLAT OF BUILDING H, PHASE C, Colonial Villas II HPR", DATED AUGUST 3, 2005, PREPARED BY ATLANTIC LAND SURVEYING CO., RECORDED IN CONDOMINIUM BOOK F7, OFFICE OF THE REGISTER OF DEEDS FOR HORRY COUNTY."

LEGAL DESCRIPTION

The land ("the Real Property") which is hereby submitted to the Regime is described as Phase C on Exhibit "A" attached hereto and made a part hereof by reference. That certain tract containing 0.99 acres, shown and delineated as PARCEL H on a Plat dated August 3, 2005, prepared by Atlantic Land Surveying Co., recorded in Condominium Book F7, Office of the Register of Deeds for Horry County, SC.

(2) Exhibit B attached to the Master Deed, which describes the Units of the Regime, is hereby amended as follows:

Unit Description and Numbers

Phase C includes Building H (hereinafter the Building) which contains fifteen apartment units numbered H-1 through H-15. Building H contains 21,783 square feet of heated space. The Building contains Units H-1, H-5, H-6, H-10, H-11 and H-15, which are three bedroom units with bay windows: H-2, H-4, H-7, H-9, H-12 and H-14, which are three bedroom units without bay windows and H-3, H-8 and H-13 which are two bedroom units. All Phase C apartments have the locations and areas as set forth in the aforesaid site and floor plans.

The horizontal and vertical location and elevations of the building and other improvements for the Phase C units have the locations and areas set forth in the site plans and floor plans recorded in Condominium Book F7, Office of the ROD for Horry County, SC.

(3) The percentage of ownership interest of the Master Deed is hereby amended as follows to include Building H:

UNIT	UNIT % OWNERSHIP	STATUTORY VALUE
H-1	2.3297	78,000.00
H-2	2.3297	78,000.00
H-3	1.7921	60,000.00
H-4	2.3297	78,000.00
H-5	2.3297	78,000.00
H-6	2.3297	78,000.00
H-7	2.3297	78,000.00
H-8	1.7921	60,000.00
H-8	2.3297	78,000.00
H-10	2.3297	78,000.00
H-11	2.3297	78,000.00
H-12	2.3297	78,000.00
H-13	1.7921	60,000.00
H-14	2.3297	78,000.00
H-15	2.3297	78,000.00

(4) Developer also reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement across this Phases C for access, egress and ingress over, under and across the Regime Property, for utilities, drainage and all other purposes reasonably necessary and/or appropriate (in the Developer's sole discretion) for the development of and construction of improvements upon the land described as Phase C of the Regime, whether or not Developer elects to submit any further phases to the Regime and for the development of and construction of improvements upon any property contiguous to the Regime Property.

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

(6) Attached hereto is the Architect's or Engineer's Certificate required by Section 27-31-110 et seq of the Code of Laws of South Carolina.

IN WITNESS WHEREOF, Developer has executed this Second Amendment to Master Deed this 11th day of October, 2005. ✓

WITNESSES: Colonial Charters Development, Inc.
a S.C. corporation

Liane Lorio
[Signature]

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF SOUTH CAROLINA)
)
) PROBATE
COUNTY OF HORRY)

PERSONALLY appeared before me John L. Martini, Jr. and made oath that (s)he saw the within named Colonial Charters Development, Inc., a S.C. corporation, by and through its authorized officers, sign, seal and as its act and deed, deliver the within document and that (s)he with John L. Martini, Jr. witnessed the execution thereof.

Liane Lorio

SWORN to and subscribed
before me this 11 day of
October, 2005.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 3-27-2007

EXHIBIT "A"

All that certain piece, parcel or lot of land located in Little River Township, Horry County, S.C. and being more particularly described, shown and designated as Colonial Villas II, Building H, containing 0.99 acres more or less on a plat prepared by Atlantic Land Surveying Company, Inc., dated August 3, 2005 and recorded October 11, 2005 in Condominium Book E at page 7, records of the Office of the ROD for Horry County, S.C. Reference to which is carved as forming a part of these presents.

TMS No. 117-00-02-006 (Parent)