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

MASTER DEED

THE RIVER CROSSING HORIZONTAL PROPERTY REGIME

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MASTER DEED
THE RIVER CROSSING HORIZONTAL PROPERTY REGIME

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STATE OF SOUTH CAROLINA) MASTER DEED
) OF THE RIVER CROSSING
COUNTY OF HORRY) HORIZONTAL PROPERTY REGIME

TO ALL WHOM THESE PRESENT MAY COME:

WHEREAS, CENTEX HOMES (the "Developer") is a Nevada general partnership having its principal place of business located at 2050 Corporate Centre Drive, Suite 200, Myrtle Beach, South Carolina 29577; and

WHEREAS, the Developer is the owner of that certain real property in Horry County, South Carolina (the "Land") more fully described in Exhibit "A" attached hereto and located within the community known as "Barefoot Landing," a master planned, mixed-use development; and

WHEREAS, the Developer intends to construct certain improvements on the Land; and

WHEREAS, the Developer now deems it appropriate to organize a horizontal property regime by duly executing and recording this Master Deed in the Office of the Register of Deeds ("ROD") for Horry County, South Carolina.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Developer hereby submits the Land more fully described in Exhibit "A" attached hereto and all improvements located thereon, together with all easements, rights and appurtenances thereunto belonging, to the provisions of Sections 27-31-10 et seq. of the South Carolina Code of Laws (1976) and hereby creates thereon a horizontal property regime (sometimes termed "condominium ownership") to be known as THE RIVER CROSSING HORIZONTAL PROPERTY REGIME, subject to the following:

1. Definitions.

Unless defined herein or unless the context requires otherwise, the words defined in Section 27-31-20, South Carolina Code of Laws (1976), when used in this Master Deed or any amendment hereto, will have the meaning therein provided. The following words, as well as other defined terms set forth herein, when used in this Master Deed or any amendment or supplement hereto, unless the context requires otherwise, will be deemed to include the singular and plural forms as the context requires and have the following meanings:

"Annual Assessment Period" means the fiscal year of the Association established by the Association's Board of Directors.

"Assessment" means the amount assessed against an Owner and his Unit from time to time by the Association in the manner provided herein.

"Assigned Value" means the value assigned to each Unit in accordance with Exhibit "C" attached hereto and utilized for purposes of computing the Percentage Interest appurtenant to such Unit, which Assigned Value will not constitute the sales price of the Unit or be relied upon as a representation of the actual value of the Unit.

"Association" means The River Crossing Condominium Association, being an association of Owners of Units located in the Regime, in the form of a nonprofit, non-stock membership association,

which will be incorporated in accordance with the Articles of Incorporation, attached hereto as Exhibit "D" and the Nonprofit Corporation Act.

"Board of Directors" or "Board" means the Board of Directors of the Association, and "director" or "directors" means a member or members of the Board.

"Building" means a structure containing Residential Units and one (1) Non-residential Unit comprising a portion of the Regime.

"Bylaws" means the Bylaws of the Association attached hereto as Exhibit "E," as amended from time to time in accordance with the terms of the Bylaws and this Master Deed.

"Common Area" means all of the Regime property after excluding the Units, including the following:

1. Easements through the Units for conduits, ducts, plumbing, chimneys, wiring, and other facilities, and the installation, maintenance, repair and replacements thereof, that are for the furnishing of utility services to Units and the Common Areas; provided, however, such easements through a Unit will be only according to the Plans for the Building, or as the Building is constructed unless otherwise approved by the Unit Owner.
2. An easement of support in every portion of a Unit that contributes to the support of a Building.
3. Easements through the Units and Common Areas for maintenance, repair and replacement of the Units and Common Areas.
4. Installation for the furnishing of utility services to more than one Unit or to the Common Areas or to a Unit other than the one containing the installation, which installation will include ducts, plumbing, wiring, and other facilities for the rendering of such services
5. The tangible personal property required for the maintenance and operation of the Unit, even though owned by the Association.

When used herein, "Common Area" will be deemed to include any service provided by the Association in furtherance of the uses and purposes to which any of the aforesaid facilities are put.

"Common Expense(s)" means (a) all expenses incident to the administration of the Association and maintenance, repair and replacement of the Common Areas and the Limited Common Areas, after excluding there from such expenses which are the responsibility of an Owner; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Condominium Act or the Regime Documents; and (d) reasonable reserves established for the payment of any of the foregoing.

"Condominium Act" means the Horizontal Property Act of South Carolina, South Carolina Code of Laws (1976), Section 27-31-10 to Section 27-31-300, as may be amended from time to time.

"Developer" means CENTEX HOMES, a Nevada general partnership, its successors and assigns.

"Golf Course Land" will mean and refer to all that certain piece, parcel and tract of land located adjacent to the Project and identified as "The Norman Course," which land is operated at the date this

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Master Deed is filed of record as an 18-hole golf course and driving range. When used herein, the term "owner of the Golf Course Land" and variants thereof shall mean, collectively, the title owner of such land and any other person leasing and/or operating the golf facilities located thereon, their successors, assigns, members, managers, directors, officers, agents, employees and contractors.

"Institutional Mortgage" will mean and refer to a first lien Mortgage (prior to all other Mortgage liens) held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental insurer or purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation. Such term will also mean and refer to the holder of any Mortgage securing a loan made by the Developer, its affiliates, successors, or assigns

"Land" means the Land which is described in Exhibit "A" attached hereto, as said exhibit may be amended from time to time in accordance with the provisions of this Master Deed to withdraw unimproved portions thereof from the Regime.

"Limited Common Area" means that portion of the Common Area set aside and allocated for the exclusive use of the Owner of the Unit to which attached or assigned, and will include that portion of any Common Area that is pierced by the Unit's interior stairs, if any; a Unit's chimney structure and flue, if any; air conditioner units and condensers and hot water heaters located outside of the Unit, and the spaces occupied by same; the balcony adjacent to the Unit; and, except as provided in Section 3.4(f)(i) below, the assigned parking garages in the first floor of the Building, which are further identified in Exhibit "C" hereto.

"Master Deed" means this document, as amended from time to time.

"Master Association" means Barefoot Resort Residential Owners Association, Inc., a South Carolina nonprofit corporation.

"Member" means each Owner who is a member of the Association.

"Mortgage" will mean and refer to a mortgage, security deed, deed of trust, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Unit.

"Mortgagee" will mean and refer to the holder of a Mortgage.

"Nonprofit Corporation Act" means and refers to the South Carolina Nonprofit Corporation Act of 1994, South Carolina Code Sections 33-31-101, et. seq., as amended.

"Non-residential Unit" means that part of the Project intended principally for non-residential use as a storage and staging area for the conduct of a rental management and cleaning service operation at the Project by the Owner or occupant thereof, and situate within the Non-residential Unit's boundaries described in Exhibit "B" attached hereto, as amended from time to time in accordance with the provisions of this Master Deed and constituting an "apartment" as defined in the Condominium Act.

"Owner" means the record owner, whether one or more persons, of fee simple title in and to any Unit; excluding, however, those persons having such interest merely as security for the performance of an obligation.

"Percentage Interest" means the undivided percentage interest owned by each Owner as a tenant-in-common in the Common Areas. "Total Percentage Interest" means the aggregate of all the Percentage Interests.

"Plans" mean and include the site plan and the floor plans of the Project which are filed as an attachment to this Master Deed showing the boundaries of the Land, the horizontal and vertical location of the improvements and Common Areas of the Project thereon and certified by a licensed engineer or architect in accordance with the provisions of the Condominium Act.

"Project" means, collectively, the Land, the Building and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto, submitted to the Condominium Act by this Master Deed, as amended from time to time in accordance with the provisions hereof.

"Regime" means the horizontal property regime established by this Master Deed, including all appurtenances and incidents of ownership attendant therewith.

"Regime Documents" means and includes this Master Deed, all Exhibits hereto, the Articles of Incorporation of the Association, the Bylaws and the Rules and Regulations, all as amended from time to time in accordance with the provisions thereof or in accordance with the laws of the State of South Carolina.

"Residential Unit" means that part of the Project intended principally for residential use by an Owner, situate within the Residential Unit's boundaries described in Exhibit "B" attached hereto, as amended from time to time in accordance with the provisions of this Master Deed and constituting an "apartment" as defined in the Condominium Act.

"Rules and Regulations" means the rules and regulations from time to time promulgated by the Board of Directors governing the use of the Common Areas and Units.

"Transition Period" means the time period commencing on the date of recording of this Master Deed and ending on the earlier of:

1. December 31, 2004; or
2. Three (3) months after the conveyance in the ordinary course of Developer's business of ninety percent (90%) of the maximum number of Units to be contained in all phases of the Project; or
3. Three (3) months following the date the Developer surrenders its authority as a Class "B" Member of the Association to appoint and remove directors and officers of the Association by an express amendment to this Master Deed executed and filed of record by Developer.

"Trustee" means the Board of Directors acting as a fiduciary for the benefit of the Association and the Owners in holding certain funds and providing services as provided herein, or such bank or trust company authorized to do trust business in the State of South Carolina and appointed therefor by the Board of Directors.

"Unit" means both a Non-residential Unit and a Residential Unit, and constitutes that part of the Project intended principally for their respective residential use by an Owner, and non-residential purposes established hereunder, and situate within the Unit boundaries described in Exhibit "B" attached hereto, as amended from time to time in accordance with the provisions of this Master Deed and each constituting

an "apartment" as defined in the Condominium Act. Each Unit will be identified in the architect's plans incorporated in and made a part of Exhibit "B" attached hereto by a specific letter, number or combination thereof, which identification will be sufficient to identify the Unit for all purposes. "Unit" will also mean all the components of ownership held by an Owner, including not only the rights and interests of the Owner in and to the Unit, but also the rights of use of and the undivided interest in the Common Area.

2. Administration.

2.1 The Association.

The administration of the Regime will be the responsibility of the Association, which will be made up of all the Owners of Units in the Regime. The Association and the Owners will be governed by the Regime Documents, as the same may be amended from time to time.

2.2 Membership.

Each Owner of a Unit, including the Developer, will be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Unit and ownership of a Unit will be the sole qualification for such membership. In the event that fee title to a Unit is transferred or otherwise conveyed, the membership in the Association that is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include any Mortgagee or any other person who holds an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

2.3 Agreements.

The Association will be and hereby is authorized to enter into such contractual arrangements, including without limitation, management contracts, as it may deem necessary or desirable for the administration and operation of the Regime, subject, however, to the following limitations:

(a) The Association will not enter into any contractual arrangement with a term of longer than two (2) years without Member approval therefor by a majority of the votes cast by written ballot or in person or by proxy at a meeting at which a quorum is present; and

(b) Any agreements entered into during the Transition Period will provide that such contractual arrangement is subject to termination without cause at any time after the expiration of the Transition Period without a penalty upon not more than ninety (90) days prior written notice from the Association, and failing to contain such a provision, the Association will not be bound directly or indirectly by such contractual arrangement.

Anything contained herein to the contrary notwithstanding, the following contracts will be exceptions to the provisions of Sections 2.3(a) and 2.3(b) above:

(i) Any contract with a utility company if the rates charged for the materials or services are subject to regulation by the South Carolina Public Service Commission; provided, however, that the term of the contract will not exceed the shortest term for which the utility will contract at the regulated rate in effect at the contract date;

(ii) Any prepaid casualty and/or liability insurance policy with a term not to exceed three (3) years, provided that the policy permits short rate cancellation by the insured;

(iii) Any contract for cable television services and equipment or satellite dish television services and equipment for a term not to exceed five (5) years, provided the supplier is not an entity in which the Developer has a direct or indirect ownership interest of ten percent (10%) or more; and

(iv) Any contract for the sale or lease of burglar and/or fire alarm equipment, installation and/or services for a term not to exceed five (5) years, provided the supplier is not an entity in which the Developer has a direct or indirect ownership interest of ten percent (10%) or more.

Each Owner by acquiring or holding an interest in a Unit thereby ratifies and agrees to be bound by the terms and conditions of all such contractual arrangements entered into by the Board of Directors on behalf of the Association prior to the conveyance of the Unit to the Owner.

2.4 Books and Records.

The Association will keep full and accurate books of account and financial records showing all receipts and disbursements. In particular, the books will be maintained with a detailed account, in chronological order, of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Area as well as other expenditures incurred. Vouchers accrediting the entries made thereupon will also be maintained in chronological order.

2.5 Financial Statements.

No later than 120 days after the close of any fiscal year of the Association, the Association will cause an audited financial statements for such fiscal year to be prepared. Copies of the financial statements will be available to any Owner or Mortgagee upon written request to the Association. The Association may charge a reasonable fee for copying such statements.

2.6 Access to Information.

The Association will make available to Owners of any Unit and to any Mortgagee current copies of the Regime Documents and the books, records, vouchers, contractual arrangements and financial statements of the Association. "Available" means available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association may charge reasonable copying costs for any requested copies or extracts. Any party entitled to the benefits of this Section 2.6 will be permitted to designate one or more agents who will be permitted to represent said party in connection with any and all reviews of the Regime Documents and books, records, contractual arrangements and financial statements of the Association.

2.7 Rules and Regulations.

The Board of Directors will be entitled to promulgate reasonable Rules and Regulations from time to time, which will be binding on the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Units and Common Areas. Copies of the current Rules and Regulations will be furnished to Owners and lessees of Owners upon request.

2.8 Professional Property Manager.

The Board of Directors may retain a professional property management company to manage the day-to-day affairs of the Association.

2.9 Collection and Remission of Master Association Assessments.

The Board of Directors may collect assessments made against the Units by the Master Association and remit the same to the Master Association on behalf of the Unit Owners in accordance with the applicable provisions of the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties which have been filed in Book 2251 at Page 384 in the Horry County ROD, as such restrictive covenants may be amended from time to time as set forth therein. Such assessments will not be deemed a Common Expense hereunder.

2.10 Collections and Remission of Optional Cable Television, Telephone and Other Charges; Master Utility Charges.

In the event the Association at any time secures any optional cable, telephone or other service, including broadband communications access, the Association will be entitled to collect fees charged to those Unit Owners who elect to receive such optional service made available to the Unit Owners through the Regime and remit the same to the provider thereof on behalf of such Unit Owners. Such elective costs and expenses will not be deemed a Common Expense hereunder, but will be charged to the Units Owners separately from their Assessment. Furthermore, the Board of Directors will pay any master utility meter charge, base cable to all Units, or other blanket utility fee for services to all units not otherwise separately metered or charged to individual Units. Such master cost and expense will be a Common Expense hereunder; provided, however, in the event actual costs exceed the budgeted costs therefor, such unbudgeted excess may be prorated and charged to the Units Owners separately from their Assessment, and will not require payment thereof from any other budget line item surplus or a Special Assessment or other extraordinary measure of collection.

3. Property Rights.

3.1 Units.

Each Unit will for all purposes constitute a separate parcel of real property which, subject to the provisions of this Master Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Condominium Act and this Master Deed, will be entitled to the exclusive ownership and possession of his Unit.

3.2 Description of Units.

The dimensions, area and location of the Units are as set forth on Exhibit "B" attached hereto and are generally intended to include the following:

(a) Horizontal (Upper and Lower).

(i) The upper horizontal boundary of each Unit is the plane formed by the uppermost, unexposed surface of the wallboard or other material comprising a part of the ceiling in the uppermost story of the Unit.

(ii) The lower horizontal boundary of each Unit is the plane formed by the finished surface of the concrete slab or uppermost surface of the subflooring on which the lowermost story of the Unit is constructed.

(b) Vertical (Perimetric or Lateral).

The vertical boundaries of each Unit are the planes formed by the outermost, unexposed surface of the wallboard or other surface comprising the perimeter walls enclosing the Unit.

(c) Units Deemed to Include.

Notwithstanding the description of the boundaries set forth above, the Units shall be deemed to include the following: all portions of the plumbing, heating, electrical, and air conditioning systems (including furnaces, compressors, components, pipes, wires, conduits, ducts, and the like) serving only that Unit even if partially outside the boundaries of the Unit; all windows, glass surfaces, and doors (including window and door frames and the hardware thereof) serving the Unit; all window screens and screens on any screened balcony; and any fireplace or stove hearth, facing brick, tile or firebox; provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines within the Unit but serving more than one Unit. In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the Building, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

The ownership of each Unit shall include, and there shall pass with each Unit as an appurtenance thereto whether or not separately described in the conveyance thereof, that percentage of the right, title and interest in the Common Areas attributable to such Unit, together with membership in the Association and an undivided interest in the funds and assets held by the Association. Every portion of a Unit and all Limited Common Area contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

3.3 Modification of Units.

The Developer, on behalf of itself, its successors and assigns, hereby reserves the right to modify or reconstitute, at any time and from time to time, one or more Units owned by Developer or its affiliates without the consent of the Association or any Owner other than those who may be directly affected; provided, however, that the aggregate Percentage Interest assigned to the Units so affected will not change even though the same may be reallocated among such changed Units. If Developer makes any changes in Units pursuant to this Section 3.3, such changes will be reflected by an amendment of this Master Deed which will be duly recorded in the Horry County ROD. Such amendment will not require the consent of Owners other than the Developer.

3.4 Common Area and Limited Common Area.

(a) Percentage Interest.

The Owners will own the Common Area as tenants-in-common, with each Unit having, appurtenant thereto, the Percentage Interest in the Common Areas set forth in Exhibit "C" attached hereto; provided, however, that the use of the Limited Common Area will be restricted as set forth in Section 3.4(e). The Percentage Interest appurtenant to each Unit has been determined by dividing the Assigned Value of the respective Unit as shown on Exhibit "C" by the aggregate Assigned Value of all Units as shown on Exhibit "C." The value assigned to any Unit in Exhibit "C" does not represent the sales price or market value of the Unit and will only be utilized for purposes of computing the Percentage Interest appurtenant to the respective Unit.

(b) Inseparability of Percentage Interests.

The Percentage Interest in the Common Area cannot be separated from the Unit to which it appertains and will be automatically conveyed or encumbered with the Unit even though such Percentage Interest is not expressly mentioned or described in the deed or other instruments.

(c) No Partition.

The Common Area will remain undivided and no right to partition the same or any part thereof will exist except as provided in the Condominium Act, the Bylaws and this Master Deed.

(d) Use of Common Area.

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

(e) Use of Limited Common Area.

Anything to the contrary contained herein notwithstanding, ownership of each Unit will entitle the Owner or Owners thereof to the exclusive use of the Limited Common Area adjacent and appurtenant to such Unit, which exclusive use may be delegated by such Owner to persons who reside in his Unit. All Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations from time to time in effect governing the use of the Limited Common Area. An Owner will be responsible for maintenance and repair of the Limited Common Area appurtenant to his Unit as set forth in Section 8.3 below.

(f) Reservation of Easements and Use and Expansion Rights.

The Common Areas will be subject to all easements and use rights, if any, reserved by the Developer hereunder and the right of the Developer to expand the regime by construction of additional Units pursuant to Section 14.2(a).

(i) Assigned Parking garages. Listed on Exhibit "C" is a schedule of the assigned parking garages constituting a Limited Common Area of the designated Unit. It is hereby noted that the parking garages shown and noted on the floor plans attached hereto as part of Exhibit "B" as "Parking Garage" with the last two digits of their numbers being 21 and 26 are each part of the Residential Units located above them and bearing Unit numbers with last digits ending in 21 and 26 respectively, and said garages are part of the Residential Unit above it and not a Limited Common Area hereof.

3.5 Status of Title of Project.

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

3.6 Limited Warranty From Developer.

FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF COMPLETION OF CONSTRUCTION (BEING THE LATER OF SUBSTANTIAL COMPLETION UNDER THE CONSTRUCTION CONTRACT, OR THE DATE A CERTIFICATE OF OCCUPANCY IS ISSUED THEREFOR), THE DEVELOPER SHALL AT NO COST TO THE ASSOCIATION REPAIR OR REPLACE (IN THE DEVELOPER'S DISCRETION) ANY PORTIONS OF THE COMMON AREA (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS) WHICH ARE DEFECTIVE AS TO MATERIALS OR WORKMANSHIP. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE DEVELOPER SHALL BE LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR OTHERWISE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION. Each Owner, in accepting a deed from the Developer or any other party to a Unit, expressly acknowledges and agrees that this Section 3.6 establishes the sole liability of the Developer to the Association and the Owners related to defects in the Common Area and the remedies available with regard thereto. At the end of the one (1) year warranty period referred to hereinabove in this Section 3.6, the Developer will assign to the Association in writing all of its rights, claims, causes of action and demands which it has or which may thereafter accrue against all other people who may be responsible for the design and/or construction of the Common Area.

4. Assessments.

4.1 Creation of Lien and Personal Obligation for Assessments.

Each Unit is and will be subject to a lien and permanent charge in favor of the Association for the Assessments set forth herein. Each Assessment, together with interest thereon and cost of collection thereof as hereinafter provided, will be a permanent charge and continuing lien upon the Unit against which it relates, and will also be the joint and several personal obligation of each Owner of such Unit at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Unit, and each and every Owner by acquiring or holding an interest in any Unit thereby covenants to pay such amounts to the Association when the same will become due; provided, however, that no Owner acquiring title to any Unit at a foreclosure sale of any Institutional Mortgage, his successors and assigns, will have any personal obligation with respect to the portion of any Assessments (together with late charges, interest, fees and costs of collection) related to such Unit, the lien for which is subordinate to the lien of the Institutional Mortgage being foreclosed as provided in Section 4.8.

4.2 Annual Assessments.

At least thirty (30) days prior to the Association's next succeeding Annual Assessment Period the Board will adopt a budget for the next succeeding Annual Assessment Period by estimating the

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Common Expenses to be incurred during such Annual Assessment Period, including a reasonable allowance for contingencies and operating and replacement reserves, such budget to take into account the projected anticipated income which is to be applied in reduction of the amount to be collected as an assessment. Upon adoption of the budget, a copy thereof will be delivered to each Owner. The Annual Assessment fixed against each Unit will be based upon said budget and in proportion to the respective Percentage Interest of each Unit subject to assessment, and the Board will give written notice to each Owner of the Annual Assessment fixed against his Unit for such next succeeding Annual Assessment Period; provided, however, the delivery of a copy of said budget will not be a condition precedent to an Owner's liability for payment of such Annual Assessment. In fixing the annual budget, the Board of Directors shall first contract for the performance of an annual maintenance audit by a professional inspector and shall reflect such inspector's recommendation's in the Board's adopted annual budget. The Board shall not be relieved of its duty to contract for an annual maintenance audit by virtue of the Developer's inspections pursuant to Section 11.5 below

The Annual Assessment will not be used to pay for the following:

(a) Casualty insurance of individual Owners on their possessions within the Units and liability insurance of such Owners insuring themselves and their families individually, which will be the sole responsibility of such Owners;

(b) Ad valorem taxes assessed against Units;

(c) Other charges or expenses related solely to individual use or occupancy of any Unit; or

(d) Assessments charged directly to Owners by the Master Association pursuant to the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties, to which the Regime is subject.

It is anticipated that ad valorem taxes and other governmental assessments, if any, upon the Project will be assessed by the taxing authority upon the Unit, and that each assessment will include the assessed value of the Unit and of the undivided interest of the Owner in the Common Area; provided, however, that for the current calendar year, the ad valorem taxes will be based upon the condition of the Land as of January 1, and the Developer will be liable for that portion of the taxes applicable to the period prior to the recordation of this Master Deed. When current ad valorem taxes are due and payable, the remainder of the ad valorem taxes for the current calendar year will be prorated between the Developer and each Owner based upon the Owner's Percentage Interest and based upon the number of days each owned the Unit as evidenced by the date of the Unit Deed. Any such taxes and governmental assessments upon the Project that are not so assessed will be included in the Association's budget as a recurring expense and will be paid by the Association as a Common Expense. Except as otherwise provided herein, each Owner is responsible for making his own return of taxes and such return will include such Owner's undivided interest in the Common Area as such undivided interest is determined by law for purposes of returning taxes.

EACH OWNER, IN ACCEPTING A DEED TO A UNIT FROM THE DEVELOPER OR ANY OTHER PERSON, HEREBY ACKNOWLEDGES THAT THE REGIME BUDGET AND ANNUAL ASSESSMENT THEREUNDER INITIALLY ESTABLISHED BY THE DEVELOPER, AND AS MAY BE MODIFIED OR AMENDED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, MAY BE INADEQUATE TO FUND, AS MAY BE NEEDED, THE COSTS AND EXPENSES OF PREPARING THE PROJECT FOR AN IMPENDING HURRICANE OR STORM,

INCLUDING, BUT LIMITED TO, INSTALLING AND REMOVING STORM SHUTTERS. IN THE EVENT THE REGIME IS REQUIRED TO INCUR COSTS AND EXPENSES PREPARING THE PROJECT FOR AN IMPENDING HURRICANE OR STORM IN EXCESS OF THE UNEXPENDED AMOUNT BUDGETED FOR A PARTICULAR YEAR, THE REGIME MAY BE REQUIRED TO VOTE A SPECIAL ASSESSMENT UNDER SECTION 4.4 BELOW AGAINST THE OWNERS TO RAISE THE REQUIRED FUNDS TO PAY SUCH EXCESS COSTS AND EXPENSES. FURTHERMORE, IN THE EVENT THE REGIME DOES NOT, FOR ANY REASON, APPROVE ANY SUCH SPECIAL ASSESSMENT, THE VALUE OF A UNIT MAY BE SUBSTANTIALLY AND MATERIALLY AFFECTED

4.3 Rounding.

Annual Assessments charged by the Association will be rounded off to the nearest dollar.

4.4 Special Assessments.

In addition to the Annual Assessments, the Board of Directors may levy in any calendar year "Special Assessments" for the purpose (i) of supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses and (ii) of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Common Area; provided, however, that any such Special Assessment which in the aggregate exceeds forty percent (40%) of the total Annual Assessments for such year will have the approval of Members therefor by a majority of the votes cast by written ballot or in person or by proxy at a meeting at which a quorum is present, duly called for the express purpose of approving such Special Assessment.

4.5 Date of Commencement of Annual Assessments; Due Dates.

Although the Annual Assessment is calculated on a yearly basis for the Annual Assessment Period, each Owner of a Unit will be obligated to pay to the Association or its designated agent such Assessment in advance in monthly, quarterly, semi-annual or annual installments as established by the Board. An installment shall be due and payable on the due date established by the Board, but in the absence of any such specific due date, the installment shall be due and payable in full on or before the last day of the month in which the Assessment is billed.

The obligations of Owners regarding the payment of monthly portions of the Annual Assessment provided for in this Section 4 will, as to each Unit, commence upon the recording of this Master Deed. The first monthly payment of the Annual Assessment for each such Unit will be an amount equal to the monthly payment for the Annual Assessment Period in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

The Association will, upon demand at any time, furnish any Owner liable for any such Assessment a certificate in writing signed by an Officer of the Association or the property manager of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificate. Such certificate will be conclusive evidence of payment of any Assessment stated to have been paid as to any person or entity that has relied on the certificate to his detriment.

4.6 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If an Assessment is not paid on the date when due, as hereinabove provided, then such Assessment together with such late charges and interest thereon and any costs of collection thereof as hereafter provided, will be a charge and continuing lien on the Unit to which it relates, and will bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment, however, will remain his personal obligation, and if his successors in title assume his personal obligation, such prior Owner will nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer. Furthermore, such prior Owner and his successor in title who assumes such liabilities will be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title creating the relationship of principal and surety as between themselves, other than one by virtue of which such prior Owner and his successor in title would be jointly and severally liable to pay such amounts.

(b) Any Assessment shall be due in full not later than the last day of the month in which the Assessment is billed, and any Assessment or portions thereof which is not paid when so due will be delinquent. Any delinquent Assessment will incur a late charge in an amount as may be determined by the Board from time to time and, upon adoption of a policy therefor by the Board of Directors, will also commence to accrue simple interest at the rate set by the Board of Directors from time to time. A lien and equitable charge as herein provided for each Assessment installment shall attach simultaneously as the same will become due and payable, and if an Assessment installment has not been paid as aforesaid, the entire unpaid balance of the Assessment installments for the Annual Assessment Period then in effect remaining to be paid during the fiscal year may be accelerated by the option of the Board and be declared due and payable in full.

(c) The Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against the Unit to which it relates or pursue both such courses at the same time or successively. In any event, the Association will be entitled also to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other transfer of a Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. All Owners, to the fullest extent permitted by law, waive the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by the Association against any Owner in the event of such foreclosure and further, waive all benefits that might accrue to any Owner by virtue of any present or future homestead exemption or law exempting any Unit or portion thereof from sale. If the Association commences to foreclose its lien, the Owner may be required to pay a reasonable rental for the Unit after the commencement of the action and at its option the Association will be entitled to the appointment of a receiver to collect such rents. The Association will have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Unit or otherwise.

(d) During any period in which an Owner will be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights of the Owner and the rights of the Owner and lessees of the Owner, their families, invitees and guests, to use and enjoy the recreational areas of the Common Area may be suspended by the Board of Directors until such time as the Assessment has been paid.

4.7 Developer's Unsold Units.

Anything contained in this Section 4 to the contrary notwithstanding, so long as the Developer owns any Unit for sale, the Developer may annually elect either to pay the regular Assessment for each such Unit or to pay the difference between the amount of Assessments collected on all other Units not owned by the Developer and the sum of (a) the amount of actual operating expenditures by the Association during the fiscal year, and (b) the amount of reserves budgeted to be funded during the year, but not in a sum greater than its regular Assessment. Unless the Developer otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Developer will be deemed to have elected to continue paying on the same basis as during the immediately preceding year. Furthermore, so long as the Developer owns any Unit for sale, the Developer may, but will not be obligated to, reduce the regular Assessment for any year to be paid by Owners of Units, which may be a contribution to the Association, an advance against future regular Assessments due from said Owners, or a loan to the Association, in the Developer's sole discretion. The amount and character (contribution, advance or loan) of such subsidy will be conspicuously disclosed as a line item in the budget and will be made known to the Owners. The payment of such a subsidy in any year will under no circumstances obligate the Developer to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Developer.

4.8 Subordination of the Charges and Liens to Institutional Mortgages.

(a) The lien and permanent charge for the Assessments (together with late charges, interest, fees and cost of collection) authorized herein with respect to any Unit is hereby made subordinate to the lien of any holder of an Institutional Mortgage or his assigns placed on such Unit, and all Assessments with respect to such Unit having a due date on or prior to the date such Institutional Mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such Institutional Mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such Institutional Mortgage.

(b) Such subordination is merely a subordination and will not relieve the Owner of the mortgaged Unit of his personal obligation to pay all Assessments coming due at a time when he is the Owner; will not relieve such Unit from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure); and no sale or transfer of such Unit to the Mortgagee or to any other person pursuant to a foreclosure sale will relieve any previous Owner from liability for any Assessment coming due before such sale or transfer.

(c) To the extent any subordinated lien and permanent charge for any Assessment is extinguished by foreclosure of any Institutional Mortgage, then the amount or amounts otherwise secured thereby which cannot otherwise be collected will be deemed a Common Expense collectible from all Owners, including the person who acquires title through the foreclosure sale.

4.9 Reserves.

The Board of Directors will establish and maintain an adequate reserve fund for the periodic repair and replacement of the Common Area. The Board of Directors will include amounts needed to maintain an adequate reserve fund in its estimation of the Common Expenses for each fiscal year and will cause deposits to the reserve fund to be made in connection with the collection of the Annual Assessment.

4.10 Working Capital Collected at Initial Closing.

Notwithstanding anything to the contrary in this Master Deed, a working capital fund will be established for the Association by collecting from each Owner who acquires title to his Unit from the Developer a working capital amount equal to 2/12ths of the Annual Assessment then in effect, which Assessment will be due and payable at the time of transfer of each Unit by the Developer to any other Owner. Each such Owner's share of working capital, as aforesaid, will be transferred to the Association at the time of closing the conveyance from the Developer to the Owner. Such sum is and will remain separate and distinct from the Annual Assessment and will not be considered advance payment of the Annual Assessment. The working capital receipts may be used by the Association in covering operating expenses as well as any other expense incurred by the Association pursuant to this Master Deed and the Bylaws.

5. Insurance and Casualty Losses.

5.1 Hazard Insurance.

(a) The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a "master" or "blanket" type policy or policies of property insurance covering the entire Project, except (i) land, foundation, excavation, or other items normally excluded from coverage; (ii) all improvements and betterment made to Units by Owners at their expense; and (iii) personal property of Owners and lessees of Owners, their families, invitees and guests. Such coverage will also insure supplies, equipment and other personal property of the Association. All policies of property insurance will be single entity condominium insurance coverage. The master insurance policy will afford, at a minimum, protection against loss or damage by fire and other perils normally covered by standard extended coverage endorsements; and all other perils which are customarily covered with respect to condominium projects similar in construction, location and use, including all perils normally covered by a standard "all risk" endorsement, where such is available. The policy will be in an amount equal to one hundred (100%) percent of the current replacement cost of the Project, exclusive of land, foundations, excavation, and other items normally excluded from coverage. A "deductible amount" not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount may be included at the discretion of the Board of Directors if available and if a material savings, as determined by the Board in its sole discretion, in premium cost results therefrom, but the deductible amount will be considered a Common Expense and borne by the Association regardless of the number of Owners directly affected by the loss and reserves will be established therefor.

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

(c) All policies will be written with a company holding a general policyholder rating of "A" or better by Best's Insurance Reports and in a financial category of Class VI or better in Best's Key Rating Guide. Policies are unacceptable where (i) under the terms of the insurance carrier's charter, bylaws or policy, contributions or assessments may be made against the Association, Owners, Mortgagees or the designees of Mortgagees; (ii) by the terms of the carrier's charter, bylaws or policy,

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loss payments are contingent upon action by the carrier's board of directors, policy holders or members; or (iii) the policy includes any limiting clause (other than insurance provisions) which could prevent Mortgagees or Owners from collecting insurance proceeds. Policies may not be cancelable or substantially modified by any party without at least ten (10) days prior written notice to the Association and each Mortgagee, which is listed as a scheduled holder of a first Mortgage in the insurance policy. Policies should also contain a "special condominium endorsement" or its equivalent which provides for the following: recognition of any insurance trust agreement; a waiver of the rights of subrogation against Owners individually; the insurance is not prejudiced by any act or negligence of individual Owners which is not under the control of the Association or such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

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

(e) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner will be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their Mortgagees, may realize under any insurance policy which the Association may have in force on the Project at any particular time. Any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of any Owner's policy will be chargeable to the Owner who acquired such other insurance. Any Owner who obtains an individual insurance policy covering any portion of the Project, other than the personal property belonging to such Owner, will file a copy of such policy with the Association within thirty (30) days after purchasing such insurance. Each Owner, at his own expense, may obtain on his Unit or the contents thereof, title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterment and personal property damaged and lost. In addition, risk of loss with respect to any improvements made by an Owner within his Unit shall be that of the Owner. Betterments coverage or "improvements insurance" shall be secured solely by an Owner wishing such coverage of his risk of loss, and the Association shall have no liability therefor.

5.2 Liability Insurance.

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

5.3 Fidelity Bonds and Other Insurance.

The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all

other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Regime. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors and will not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or a professional management company, as the case may be, at any given time during the term of each bond; provided, however, that in no event will the aggregate amount of such bonds be less than a sum equal to 2/12ths of the total Annual Assessments plus reserve funds. Fidelity bonds will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the fidelity bond.

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

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

5.4 Authority to Adjust Loss.

The exclusive authority to negotiate, settle and otherwise deal in all respects with insurers and adjust all losses under policies provided for herein will be vested in the Board of Directors or its duly authorized agent for the benefit of all Owners and Mortgagees; provided, however, that all Owners and Mortgagees having an interest in such loss will be advised in advance of all actions anticipated to be taken of a material nature related to the adjustment of the loss. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person on all matters related to the authority granted in this Section 5.4, including executing all documents required in connection therewith on behalf of the Owner.

5.5 Trustee.

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

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

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

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

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

(ii) If it is determined, as provided in Section 5.6, that the damage or destruction for which the proceeds are paid will not be repaired or reconstructed, such proceeds will be disbursed to such persons as therein provided;

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

(iv) If the damage or destruction is to the Common Area and is to be repaired or reconstructed, two days prior written notice of each disbursement will be given to the Mortgagee known by the Trustee from the records of the Association to have the largest interest in or lien upon such Common Area; and if the damage or destruction is to one or more Units and is to be repaired or reconstructed, said notice will also be given to the Mortgagee or Mortgagees known to the Trustee from the records of the Association to have an interest in or lien upon such Unit or Units.

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

5.6 Damage and Destruction.

(a) Immediately after all or any part of the Project covered by insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 5.6, means repairing or restoring the damaged property to substantially the same conditions in which it existed prior to the fire or other casualty, with each Unit and the Common Area having the same vertical and horizontal boundaries as before.

(b) Any such damage or destruction to the Project will be repaired; provided, however, that any such damage which requires the reconstruction of the whole or more than two-thirds (2/3) of the Project will not be undertaken unless sixty-seven percent (67%) of the Members agree, voting in person or by proxy at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of disapproving such repair or reconstruction. If the Project is not reconstructed, all insurance proceeds will be delivered in accordance with the provisions of Section 5.6(c) below. Except as otherwise provided, any such damage or destruction which renders any Unit untenantable or uninhabitable, or any such damage or destruction to the Common Area, will be repaired and reconstructed

as promptly as practicable. No Mortgagee will have any right to restrict the use of insurance proceeds otherwise available for repair, reconstruction or rebuilding.

(c) In the event that it is determined by the Association in the manner prescribed above that the damage or destruction will not be repaired, reconstructed or rebuilt, then and in that event:

(i) The Project will be owned by the Owners as tenants-in-common;

(ii) The undivided interest in the Project of each Owner will be a percentage equal to the Percentage Interest appurtenant to the Unit theretofore owned by the Owner;

(iii) All liens affecting any of the Units will be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners of the respective Units;

(iv) The Project will be subject to an action for partition at the instance of any Owner, in which event the net proceeds of the sale will be deposited with the Trustee;

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

(vi) The proceeds from the sale of the Project, the liquidation of the assets of the Association and the insurance proceeds related to the damage or destruction to the Project will be considered one fund which, after paying the reasonable expenses of the Trustee, will be distributed to all the Owners and their respective Mortgagees as their interests may appear in percentages equal to the Percentage Interests of said Owners. Distributions to such Owners and their Mortgagees will be made pursuant to certificates provided for in Section 5.5

5.7 Insufficient Proceeds to Repair.

(a) If the damage or destruction for which the insurance proceeds are paid to the Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, or if no insurance proceeds exist with respect to such damage or destruction, the Board of Directors will levy an Assessment against the Owners of damaged or affected Units in sufficient amounts to provide funds to pay costs in excess of insurance proceeds for repair or reconstruction. Additional Assessments may be made at any time during or following the completion of any repair or reconstruction. That portion of such Assessments levied against each Owner will be equal to that percentage computed by dividing the Percentage Interest appurtenant to such Owner's Unit by the aggregate Percentage Interests appurtenant to all Units damaged or affected.

(b) Any and all sums paid to the Association under and by virtue of those Assessments provided for in Paragraph (a) of this Section 5.7 will be deposited by the Association with the Trustee. Such proceeds from insurance and Assessments, if any, received by the Trustee will be disbursed as provided in Section 5.5.

6. Condemnation.

6.1 General.

Whenever all or any part of the Project will be taken by any authority having the power of condemnation or eminent domain, each Owner will be entitled to notice thereof; provided, however, that the exclusive right to negotiate, settle and otherwise deal in all respects with the condemning authority as to the taking of the Common Area will be vested in the Board of Directors or its duly

authorized agent on behalf of the Association. Each Owner, in accepting a deed to a Unit, expressly appoints the directors, and each of them, his due and lawful attorneys-in-fact, with full power of substitution, to act on behalf of the Owner as fully as the Owner could act in person in all matters related to the authority granted in this Section 6.1, including executing all documents required in connection therewith on behalf of the Owner. The award made for such taking will be payable to the Trustee. Unless otherwise required by law at the time of such taking, any award made therefor will be disbursed by the Trustee, as hereinafter provided in this Section 6.

6.2 Non-Essential Areas.

If the taking does not include any portion of any Unit or any portion of the Common Area essential to the continued occupancy of any Unit, then the Board of Directors will be permitted to replace any nonessential improvements to the extent deemed appropriate and the Trustee will disburse the proceeds of such awards in the same manner as hereinabove provided for and in connection with the repair, reconstruction or rebuilding of improvements after damage or destruction, with all excess proceeds to be distributed to the Association.

6.3 Essential Areas.

If the taking includes any portion of a Unit or the Common Area essential to the use of any Unit, then the award will be disbursed, and all related matters, including, without limitation, alteration of the Percentage Interests appurtenant to each Unit, will be handled, by (i) the Developer, for so long as the Developer has the right to appoint and remove any member or members of the Board of Directors or any officer or officers of the Association, and (ii) thereafter, the Board of Directors in a just and equitable manner to all Owners; provided, however, that all action of the Board of Directors will be pursuant to and in accordance with a plan approved by Members representing at least sixty-seven (67%) percent of the total votes of the Association voting in person or by proxy, at a meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving such in a duly recorded amendment to this Master Deed. In the event that such an amendment will not be recorded within ninety (90) days after the taking, then such taking will be deemed to be and will be treated as damage or destruction which will not be repaired or reconstructed as provided for in Section 5.6, whereupon the Regime will be terminated in the manner therein prescribed.

7. Architectural Control.

7.1 Approval Required for Unit Changes and Viewable Interior Features.

To preserve the original architectural appearance of the Project, after the purchase of a Unit from the Developer, its successors or assigns, no exterior construction of any nature whatsoever, except as specified in the Regime Documents, will be commenced or maintained upon the Building, including without limitation, a Limited Common Area, nor will there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces or facades, nor will any Owner paint any gate, fence or roof, nor will any Owner change the design or color of the exterior lights, nor will any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same will have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors. Furthermore, such required approval by the Board of Directors shall extend to any interior features or aesthetic elements that may be viewed from outside of a Unit in which the same is located. The failure of an Owner to secure the required approval of the Board of Directors as aforesaid, or to take such action, remedial or otherwise, as the Board shall at any time determine to be required hereunder shall be subject to the authority and enforcement powers of the Board as set forth in Section 18.5(a) below. The Board of

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Directors may delegate the architectural review functions to a committee, but enforcement of all violations shall remain with the Board of Directors.

8. Maintenance.

8.1 Responsibility of Association.

Except as specifically provided to the contrary herein, the Association will maintain the Common Area in first class condition in accordance with proper maintenance procedures applicable thereto and will enforce all warranties with respect to the Common Area. In addition, the Association will repair or replace all parts of the Common Area as necessary. Except as otherwise provided herein, the cost of such will be charged to the Owners as a Common Expense.

8.2 Access to Units.

The Association will have the irrevocable right, to be exercised by the Board of Directors or its agent, to have reasonable access to each Unit from time to time as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Area accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Units.

8.3 Responsibility of Owner.

In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for in this Section 8 is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, or the Owner's pets, the cost of which is not covered or paid for by insurance, then the cost, both direct and indirect, of such maintenance or repairs will be added to and become a part of the Assessment to which such Owner and his Unit are subject. Each Owner will maintain, repair or replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen fixtures and appliances, light fixtures, interior non-load-bearing walls, carpeting, drapes, doors, windows, screens, window and door hardware, and other items within the Unit. Further, each Owner will, at his own expense, maintain, repair and replace, when necessary, that portion of the heating and air-conditioning system exclusively servicing his Unit, which is located outside his Unit. Each Owner will, at his own expense, keep the Limited Common Area to which his Unit has exclusive access and to which he has exclusive use clean and neat, and will conduct maintenance and repair thereto as necessary. If the Owner does not make those repairs required to be made by him within thirty (30) days from the date of receipt of written demand from the Association, the same may be repaired by the Association and the cost thereof will be assessed against the Owner and Unit owned by such Owner.

9. Access, Ingress and Egress.

All Owners, by accepting title to a Unit, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such property and acknowledge and agree that such access, ingress, and egress will be limited to roadways, sidewalks and walkways located within the Project from time to time, provided that pedestrian and vehicular access to and from all such property will be provided at all times.

9.1 Developer's Right to Develop.

Notwithstanding anything herein contained to the contrary, the Developer hereby reserves unto itself, its successors and assigns, the right of unobstructed and uncontrolled passage of construction vehicles for persons engaged in both infrastructure and building construction activities. The

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

10. Unit Restrictions.

10.1 Residential Units.

All Residential Units will be, and the same are hereby restricted exclusively, for residential use, provided, however, a Residential Unit may be used as a combined residence and executive or professional office by the Owner thereof so long as such use does not interfere with the quiet enjoyment by other Owners and does not include visitation by clients, or unreasonable levels of mail, shipping, storage or trash requirements. No immoral, improper, offensive or unlawful use will be made of any Residential Unit and no use or condition will be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners or lessees of Owners, their families, invitees and guests. All Residential Units will be kept in a clean and sanitary condition and no rubbish, refuse or garbage will be allowed to accumulate. No fire hazard will be allowed to exist and no use or condition will be permitted which will increase any rate of insurance related to the Project. In addition, all Owners and lessees of Owners, their families, invitees and guests will abide by all Rules and Regulations in effect from time to time governing the use of Residential Units.

10.2 Non-residential Units.

All Non-residential Units will be, and the same are hereby restricted exclusively, for non-residential use as a storage and staging area for the conduct of a rental management and cleaning service operation at the Project by the Owner or occupant thereof. A Non-residential Unit shall not be occupied as living quarters. A Non-residential Unit may be occupied during normal business hours as a small office for the conduct of such rental management and cleaning service operation. No immoral, improper, offensive or unlawful use will be made of any Non-residential Unit and no use or condition will be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners or lessees of Owners, their families, invitees and guests. All Non-residential Units will be kept in a clean and sanitary condition and no rubbish, refuse or garbage will be allowed to accumulate. No fire hazard will be allowed to exist and no use or condition will be permitted which will increase any rate of insurance related to the Project. In addition, all Owners and lessees of Owners will abide by all Rules and Regulations in effect from time to time governing the use of Non-residential Units, provided that any such rule shall first be approved by each Owner of the Non-residential Units prior to it becoming effective.

10.3 Animals and Pets.

No animals, livestock or poultry of any kind will be raised, bred or kept on any part of the Project, except that dogs, cats or other normal household pets may be kept by the respective Owners inside their respective Units provided that they are not kept, bred or maintained for any commercial purpose and do not create any health hazard or, in the sole discretion of the Board of Directors, unreasonably disturb the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners and lessees of Owners, their families, invitees and guests.

10.4 Antennas.

No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Regime by an Owner, except as required by the Telecommunications Act of 1996 and implementing rules therefor issued by the Federal Communications Commission and by the

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

10.5 Leasing of Residential Units.

An Owner of a Residential Unit will have the right to lease or rent his Unit; provided, however, that all leases and rental contracts will be in writing and will require the lessee to abide by all conditions and restrictions placed on the use and occupancy of the Residential Unit and the Common Area by the Regime Documents. The Board of Directors will have the right to approve the form of all such leases and rental contracts at any time if it elects to do so. Occupancy by a tenant or renter under any such approved form of lease or rental contract is subject to continuing approval of the Board thereunder, which may be removed at any time by the Board for any violation by any such tenant or renter of the Rules and Regulations of the Association. Lease, rental or license agreements with respect to Non-residential Units shall not be subject to any such restriction or approval of the Board, and this provision may not be amended without the consent of the Owners of all the Non-residential Units.

10.6 Motor Homes, Trailers, Boats, Etc.

All vehicles will be parked in spaces within the Common Area designated therefor. There will be no storage or parking upon any portion of the Project of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices.

10.7 Residential Unit Repurchase Option.

During the Transition Period, the Developer will have the right and option to purchase any Residential Unit within the Project which is offered for sale by the Owner thereof, such option to be at the price and on the terms and conditions of any bona fide offer therefor which is acceptable to such Owner and which is made in writing to such Owner. The Owner will promptly submit a copy of the same to the Developer, and the Developer will have a period of ten (10) business days (exclusive of Saturday, Sunday and Federal holidays) from and after the presentation of such offer to the Developer in which to exercise its purchase option by giving such Owner written notice of such exercise. If the Developer fails to respond or to exercise such purchase option within said ten (10) -day period, the Developer will be deemed to have waived such purchase option. If the Developer responds by declining to exercise such option, the Developer will execute an instrument evidencing its waiver of its repurchase option, which instrument will be in recordable form. In the event that the Developer does not exercise its purchase option and such sale to a third party is not consummated on such terms and conditions set forth in the bona fide offer within six (6) months of the date in which the offer is transmitted to the Developer, or within the period of time set forth in such bona fide offer, whichever is later, the terms and limitations of this Section 10.7 will again be imposed upon any sale by such Owner. If the Developer elects to purchase, the transaction will be consummated within the period of time set for closing in said bona fide offer, or within thirty (30) days following delivery of written notice by the Developer to such Owner of the Developer's decision to so purchase such Unit, whichever is later. Non-residential Units shall not be subject to any such repurchase option unless specifically reserved in the deed thereto or otherwise subject thereto in a recorded writing other than this Master Deed.

11. Easements.

11.1 Encroachments.

If any portion of the Common Area encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the Common Area as a result of settling or shifting of the Building or variances from the Plans, an easement will exist for the encroachment and for the maintenance of the same so long as the Building stands. If the Building, any Unit, and/or any adjoining part of the Common Area will be partially or totally destroyed as a result of fire or other casualty or a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Area due to such rebuilding, will be permitted, and valid easements for such encroachments and the maintenance thereof will exist so long as the Building will stand.

11.2 Easement for Air Space.

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

11.3 Utilities, etc.

There is hereby granted a blanket easement upon, across, over and under all the Project for ingress, egress, installation, replacing, repairing and maintaining a master television antenna or CATV system and all utilities, including, but not limited to water, gas, sewers, telephones and electricity. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the Project and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. In addition, the Board of Directors will be entitled to grant additional permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

11.4 Easement for Construction.

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

11.5 Easement for Inspection by Developer.

Notwithstanding anything herein to the contrary, Developer and persons designated by the Developer will have an easement to enter upon and cross over the Common Areas for purposes of ingress and egress to all portions of the Project; as well as an easement for reasonable access to each Unit as the Developer may find desirable, for the inspection of the whole or any portion of the Project, its Units and Common Areas, the components and structural parts thereof, as well as the their maintenance requirements and the maintenance performed thereon to the date of any such inspection. Nothing herein shall require the Developer to perform any such inspection, but if the Developer does undertake any such inspection, Developer shall provide to the Board of Directors a copy of its findings or the inspection report produced therefrom. Nothing herein shall relieve the Board from engaging a professional inspector

to perform an annual maintenance audit as part of the Board's annual budgeting process under Section 4.2 above.

11.6 Easement for Sales Purposes.

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

11.7 No View Easements.

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

11.8 Other.

There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Project or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section 11.8 will be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

12. Special Provisions Applicable to the Golf Course Land.

12.1 Landscaping, Fencing and Signage Along Golf Course Land.

The owner of the Golf Course Land shall have the right to place landscaping, fencing, signage, and similar improvements at the boundary lines of the Golf Course land and the Project as reasonably necessary to prevent trespass, to regulate play on the Golf Course Land and to frame and beautify golf holes (as determined in its sole discretion). Neither the Association or any Owner may install any fencing between the Golf Course Land and the Project except as approved by the Board of Directors or architectural review committee established by the Board, and by the owner of the Golf Course Land.

12.2 Restrictions and Owners' Assumed Risks Related to the Golf Course Land.

So long as the Golf Course Land is owned and operated as a golf facility, the following shall apply to the Project:

(a) Distracting Activity by Owners of Lots Prohibited.

Owners and Occupants, as well as their pets, will refrain from any actions that would detract from the playing qualities of the Golf Course Land. Such prohibited actions will include, but are not limited to, burning materials where smoke will cross the Golf Course Lands, owning dogs or other pets under conditions which interfere with golf course play due to their loud barking or other

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actions, playing of loud radios, televisions, stereos and musical instruments, running, bicycling, skateboarding, walking or trespassing in any way upon the Golf Course Land, picking up balls or any other similar interference with play.

(b) Assumed Inconveniences and Disturbances by Owners Adjacent to Golf Course Land.

By the acceptance of a deed of conveyance to a Unit, each Owner acknowledges and agrees that such Owner assumes the risks of the entry by golfers onto the Project to retrieve golf balls pursuant to the easement set forth in Section 12.3(a) below (which such entry will not be deemed a nuisance or trespass); possible overspray in connection with the irrigation and fertilization of the roughs, fairways, greens and tees of the golf course and odors arising therefrom; noise from golf course maintenance and operation equipment; disturbance and loss of privacy resulting from golf cart traffic and golfers, and activities associated with lake or lagoon and lagoon edge maintenance. Additionally, each Owner acknowledges and understands that herbicides, fungicides, pesticides and chemicals may be applied to the golf course areas throughout the year, and that treated effluent or other sources of non-potable water may be used for the irrigation thereof.

(c) Assumption of Risks by Owners Adjacent to Golf Course.

Each Owner and Occupant, for himself and his guests and invitees, acknowledges that risks of injury to persons or property are inherent to persons or property located upon or in close proximity to a golf course, and agrees that Owner or Occupant assumes all risks resulting therefrom, including but not limited to, claims of negligent design of the golf course, dwellings and negligent construction of improvements or location of improvements. Each Owner and Occupant, by expressly assuming such detriments and risks, agrees that neither the Developer, nor the owner of the Golf Course Land, nor the Association, nor their successors or assigns will be liable to any Owner or Occupant claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of, or damage to, property, trespass, or any other alleged wrongdoing or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of the Project to the Golf Course Land, including, without limitation, any claim arising in whole or in part from the negligence of the Developer, any affiliate of the Developer, the owner of the Golf Course Land, the Association, and/or their invitees, agents, servants, successors and assigns, against any and all such claims, including claims of negligent design of the golf course, dwellings and negligent construction of improvements or location of improvements.

12.3 Easements and Restrictions for the Benefit of the Golf Course Land.

(a) Flight and Retrieval of Golf Balls.

The owner of the Golf Course Land and its guests will have, for as long as said land is used as a golf course, a perpetual, exclusive easement of access over the Project for the flight and retrieval of golf balls over, across and upon the Project, and for the purpose of retrieving golf balls from bodies of water within the Common Areas, lying reasonably within range of golf balls hit from the Golf Course Land.

(b) Golf Play.

The owner, and its guests, licensees, and employees, of the Golf Course Land will have, for as long as said land is used as a golf course, a perpetual, non-exclusive easement to do every act necessary and incident to playing golf on the Golf Course Land, including, but not limited to, the creation of usual and common noise levels associated with golf play, and the play while standing out

of bounds of a golf ball that lies within bounds as permitted by the rules of golf as are from time to time applicable.

(c) Overspray.

The Project is hereby burdened with a nonexclusive easement for overspray of water from the irrigation system serving the Golf Course Land, as well as overspray of herbicides, fungicides and pesticides. Under no circumstances will the Developer, the owner of the Golf Course Land, or the Association be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) Golf Course Land Maintenance Noise Easement.

There is hereby reserved for the benefit and use of the owner of the Golf Course Land the perpetual, nonexclusive right and easement over and across the Property for the creation of noise related to normal maintenance and operation of the golf course, including, but not limited to, the operation of mowing, raking and spraying equipment.

(e) Golf Course Facilities' Construction, Maintenance, Repair and Replacement.

There is hereby reserved for the benefit and use of the owner of the Golf Course Land the perpetual, nonexclusive right and ingress, egress, access and construction easement over the Project's roadways and Common Areas reasonably necessary to the construction, operation, maintenance, repair and replacement of the golf course facilities.

(f) Errant Golf Balls.

The existence of the within easements shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Developer, the Association or the owner of the Golf Course Land, nor any of their respective appointees, directors, officers, employees, contractors, consultants, shareholders, affiliates, assignees, successors, nominees or agents, be held liable for any damage or injury to person or the Unit or any Project improvement thereon resulting from errant golf balls, whether in motion or at rest, which has been driven from the golf course or its environs.

(g) Encroachment Easements.

If, after any repair, reconstruction, maintenance or other work on the Golf Course Land is complete, minor encroachments exist by the golf course playing area and improvements onto the Project or the Project onto the golf course playing area and improvements, the Regime Owners and the owner of the Golf Course Land Club Owner shall be deemed to have hereby granted to each other easements which shall allow said encroachments to exist, so long as they are not expanded in any way. Further, should any improvement constituting an encroachment ever be abandoned for a period of six (6) months or destroyed, the easement for that particular encroachment shall be terminated. The Association and Regime Owners and the owner of the Golf Course Land shall cooperate with each other to locate and accommodate said minor encroachments.

13. Assigned Value and Voting Rights.

13.1 Units, Assigned Values, and Percentage Interests.

The Schedule of Percentage Interests contained in Exhibit "C" attached hereto shows the Assigned Value of each Unit as of the date of this Master Deed and the Percentage Interest appurtenant to such Unit for all purposes, and the aggregate Assigned Values of Units in Buildings of all phases which may be added to the Regime pursuant to Section 14. The aggregate Assigned Values of Units in a Building to be added to the Regime in a future phase may be changed by the Developer at the time Developer submits said Building and its Units to this Master Deed, provided that following such submission the total Assigned Values of all Units in the Project, if all phases are constructed and submitted, will not be greater or less than said total contained in Exhibit "C."

13.2 Voting Rights.

Members and the Developer will be entitled to a vote in the Association and for all other purposes herein in accordance with the provisions of the Association's Articles of Incorporation attached hereto as Exhibit "D" and the By-Laws of the Association attached as Exhibit "E," and as the same may be hereafter amended.

(a) Voting by Multiple Owners.

When any Unit is owned in the name of two or more persons, other than husband and wife, or entities, whether fiduciaries, or in any manner of joint or common ownership, the vote for such Unit will be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, as will be designated in a writing by all co-Owners recorded in the ROD Office for Horry County, a copy of which will be delivered to the Secretary of the Association and will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

14. The Development Plan For The Project.

14.1 The Regime.

The Regime is initially composed of two (2) Buildings, known as Buildings 5 and 12, and the Common Areas, as more fully described in the Regime Documents and on Exhibit "B" attached hereto. Buildings 5 and 12 each have twelve (12) Residential Units and three (3) Non-residential Units, as depicted on Exhibit "B."

14.2 Reservation of Right to Expand and Contract.

Anything to the contrary contained in this Master Deed notwithstanding, at any time during the Transition Period, the Developer will be entitled to expand the Regime to a total of one hundred fifty-six (156) Residential Units and no more than three (3) Non-residential Unit per Building added to the Regime in accordance with these expansion rights as provided in this Section 14, a maximum total of thirty-six (36) Non-residential Units.

(a) Expansion: Conversion of Common Area.

The Developer is entitled, but not obligated, to expand the Regime during the Transition Period by constructing additional Units on all or any portion of the Common Area and to submit said real property (or any portion thereof) and all improvements constructed thereon, to the

Regime, from time to time, by filing one or more Amendments to this Master Deed (including amendments to the Exhibits, including Exhibit "C" to reflect any required change in the Percentage Interests pursuant thereto and Section 13.1). Improvements as shall be so constructed by Developer shall be consistent with the quality and structure type of those constructed at the time this Master Deed is filed of record in the ROD, although additional Units may be laid out in different configurations or plans and different classes of accessory Units may be provided. An Amendment will be executed solely by the Developer for itself and as attorney in-fact for all Owners. An Amendment will be effective upon recording such Amendment in the Horry County ROD.

(b) Contraction: Withdraw of Unimproved Common Area.

During the Transition Period, the Developer is entitled to subdivide portions of the Common Area from the Project, which are unimproved with structures, and to remove the subdivided portion from the application of this Master Deed by filing one or more Amendments to this Master Deed (including amendments to the Exhibits). An Amendment will be executed solely by the Developer for itself and as attorney in-fact for all Owners. An Amendment will be effective upon recording such Amendment in the Horry County ROD.

14.3 Amenities: Required Expansion.

Amenities may be, but will not be required to be, constructed as part of the expansion of the Regime pursuant to this Section 14, all such amenities being optional with the Developer. No Owner will have the right to require construction or addition to the Regime under any circumstances.

14.4 Assignability of Rights.

The Developer will be entitled to assign the rights reserved in this Section 14 to any person or entity by an instrument recorded in the Horry County ROD.

14.5 Application of Master Deed.

Upon the filing of the Amendment prescribed by Section 14.2 hereof, all definitions contained in this Master Deed will be deemed amended to the extent necessary to cause the additional real property and the improvements described in such Amendment to be treated as fully an integral part of the Regime as if said real property and improvements constituted a portion of the Project as of the effective date hereof.

14.6 Annual Assessments for Additional Units and Working Capital Reserve.

The Annual Assessment with respect to the Units added to the Regime pursuant to this Section 14 will be equal to the then current Annual Assessment applicable to existing Units with equivalent Percentage Interests, pro rated on a per diem basis; provided, however, that as to any type of Unit being added to the Regime for which there is currently no Annual Assessment, the Annual Assessment will be proportionately increased or decreased based upon the Percentage Interest of such Units. Assessments regarding all of the additional Units will commence upon the recording of the Amendment prescribed by Section 14.2 hereof.

All obligations with respect to working capital provided for in Section 4.10 will be applicable upon the transfer of the additional Units by the Developer.

14.7 No Consent Required.

Subject to the time limit set forth in Section 14.2 hereinabove, the Developer, its successors and assigns, will have the absolute right to effect an expansion or contraction of the Regime in accordance with this Section 14 and to file the Amendments prescribed in Section 14.2 hereof without any action or consent on the part of any Owner or Mortgage holder; provided, however, that to the extent any action on the part of any Owner is required by any third party to assure the expansion of the Regime as provided in this Section 14, each Owner, in accepting a deed to a Unit, agrees to undertake such actions and/or provide such consents as are reasonably requested, and expressly appoints the Developer his due and lawful attorney-in-fact, with full power of substitution, to execute all documents reasonably required to evidence the requisite action or consent.

14.8 Multiple Ownership.

No Unit in the Regime will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership by a Unit Owner, or which is used for, in conjunction with and/or as an advertised part of any time share exchange program which makes available as accommodations the Unit and which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Plan or which utilizes the Unit as accommodations for time share sale prospects of any Person, without the prior written consent of the Developer during the Developer's Transition period and thereafter by the Board of Directors of the Association. The Developer specifically reserves the right in its sole discretion, to time share any additional phase added to the Regime pursuant to this Section 14.

15. Transition Provisions.

15.1 Appointment of Directors and Officers.

(a) The Developer shall have the right to appoint or remove any or all members of the Board of Directors and any or all officers of the Association until such time as the first of the following dates: (i) December 31, 2004; (ii) three (3) months after the conveyance by the Developer, in the ordinary course of business to persons other than a successor Developer, of fifty percent (50%) of the maximum number of Units to be contained in all phases of the Project; or (iii) three (3) months following the date the Developer surrenders its authority to appoint directors of the Association by an express amendment to the Master Deed executed and filed of record by the Developer.

(b) The Developer shall have the right to appoint and remove a majority of the members of the Board of Directors (but not the officers, who shall be elected by the Board) until such time as the first of the following dates: (i) December 31, 2004; (ii) three (3) months after the conveyance by the Developer, in the ordinary course of business to persons other than a successor Developer, of ninety percent (90%) of the maximum number of Units to be contained in all phases of the Project; or (iii) three (3) months following the date the Developer surrenders its authority to appoint directors of the Association by an express amendment to the Master Deed executed and filed of record by the Developer.

(c) After the expiration of Developer's right to appoint under both subparagraph (a) and subparagraph (b) above, and notwithstanding anything contained herein to the contrary, the Developer shall, nevertheless and so long as it holds one or more Units included in the Regime for sale in the ordinary course of business, have the right to appoint one (1) member of the Board of Directors.

15.2 Special Meeting to Elect Board.

Within sixty (60) days after the date on which the Transition period expires and Owners other than the Developer become entitled to elect members of the Board of Directors of the Association, the Association will call, and give not less than thirty (30) days' and not more than sixty (60) days' notice of, a special meeting of the Members to elect the Board of Directors.

15.3 Cooperation.

The Association will cooperate with the Developer to the extent reasonably requested by the Developer during and after the Transition Period to promote the orderly development and marketing of the additional Units planned for the Project, and it is acknowledged by the Association that it is in the best interest of all Owners to expand the Regime to include all Units authorized by Section 14 hereof.

15.4 Controlling Provisions.

In the event of any inconsistency between this Section 15 and the other provisions of the Regime Documents, this Section 15 will be controlling and binding on all parties having an interest in the Regime.

16. Alternative Dispute Resolution.

16.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes.

The Developer, Association, Owners, and any persons not otherwise subject to the Regime Documents who agree to submit to this Section 16 (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes between and among themselves involving this Master Deed or the Regime, and to avoid the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances and disputes (including those in the nature of counterclaims or cross-claims) between Bound Parties involving the Regime Documents or the Regime, including without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement thereof (collectively "Claims"), except for "Exempt Claims" under Section 16.2, are subject to the procedures set forth in Section 16.3.

16.2 Exempt Claims.

The following Claims ("Exempt Claims") are exempt from the provisions of Section 16.3:

- (a) any suit by the Association or the Master Association against any Bound Party to enforce any Assessments or other charges hereunder; and
- (b) any suit by the Association or the Master Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association or Master Association until the matter may be resolved on the merits pursuant to Section 16.3 below; and
- (c) any suit involving a matter which is not an Exempt Claim under (a) or (b) above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section 16.3 below.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 16.3, but there is no obligation to do so.

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16.3 Mandatory Procedures for Non-Exempt Claims.

Any Bound Party having a Claim ("Claimant") against a Bound Party involving the Regime Documents or the Regime, or all or any combination of them ("Respondent"), other than an Exempt Claim under Section 16.2, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with the procedures set forth in Exhibit "G", and then only to enforce the results hereof.

16.4 Litigation.

No judicial or administrative proceeding with an amount in controversy exceeding \$25,000.00, will be commenced or prosecuted by the Association unless approved by seventy-five percent (75%) of the total votes of the Association at a regular or special meeting at which a quorum is present, duly called, in whole or in part, for the purpose of approving the proceeding. This Section will not apply, however, to (a) actions brought by the Association to enforce the collection of assessments, including the foreclosure of liens, as well as the enforcement of other provisions of this Master Deed, except where it is asserted that the Developer is in violation of any provision of this Master Deed other than a violation of its requirement to pay Assessments or to fund operating shortfalls in accordance with Section 4.7; (b) proceedings involving challenges to ad valorem taxation; (c) counterclaims brought by the Association in proceedings instituted against it; or (d) actions brought by the Association to enforce written contracts with its suppliers and service providers. This Section will not be amended unless the amendment is approved by both the Developer and the requisite percentage of votes of Members of the Association, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this Section 16, if applicable.

16.5 Miscellaneous Alternative Dispute Resolution Provisions.

(a) Conflicting Provisions.

Any conflict or discrepancy between the terms and conditions set forth in this Section 16 and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein will control.

(b) TIME IS OF ESSENCE.

All periods of time set forth herein or calculated pursuant to provisions of this Section 16 will be strictly adhered to, TIME BEING OF THE ESSENCE hereof.

17. Mortgagee Protection.

17.1 Introduction.

This Section establishes certain standards and covenants that are for the benefit of the holders, insurers and guarantors of certain mortgages. This Section is supplemental to, and not in substitution for, any other provisions of the Master Deed, the Bylaws of the Association and the Articles of Incorporation of the Association (the "Constituent Documents"), but in the event of conflict, this Section shall control. Unless the Board of Directors shall vote to suspend this provision, the Board shall periodically amend this Section from time to time, to be consistent with generally applicable requirements of the Federal National Mortgage Association governing mortgagee approval requirements.

17.2 Eligible Mortgagees.

Wherever in the Constituent Documents the approval or consent of a specified percentage of "Eligible Mortgagees" is required, it shall mean the approval or consent of the Institutional Mortgagees holding or insuring first lien Mortgages on Residential Units which have provided to the Association written requests, stating their names and addresses and the street addresses of the Residential Units to which their Mortgages relate, to receive written notice of the matters for which they are entitled to vote, and which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Residential Units then subject to first Mortgages held by Eligible Mortgagees.

17.3 Notice of Actions.

The Association shall give prompt written notice to each Eligible Mortgagee of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Residential Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer as applicable;

(b) Any delinquency in the payment of Assessments owed by an Owner whose Residential Unit is subject to a first Mortgage held, insured, or guaranteed, by such Eligible Mortgagee, which remains unpaid for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 17.4; and

(e) Any judgment rendered against the Association.

17.4 Consents Required: Constituent Documents' Changes.

Notwithstanding any lower requirement permitted by the Constituent Documents or the Nonprofit Corporation Act, no amendment of any material provision of the Constituent Documents by the Owners described in this Section 17.4 may be effective without the vote of sixty-seven percent (67%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting), or any greater vote required in the Constituent Documents or the Nonprofit Corporation Act, and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Constituent Documents). The foregoing approval requirements do not apply to amendments effected by the exercise of any rights of the Developer to amend the Constituent Documents until expiration of the Transition Period. Consent of an Eligible Mortgagee is deemed granted if no denial is received within thirty (30) days after the Eligible Mortgagee receives notice of the proposed changes. Material provisions requiring such Members' vote and Eligible Mortgagees' approval include, but are not limited to, any provision affecting:

(a) Assessments, assessment liens, or subordination of assessment liens;

(b) Voting rights;

(c) Reserves for maintenance, repair and replacement of the Common Areas;

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- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Areas or Limited Common Areas except that when Limited Common Areas are reallocated by agreement between Residential Unit Owners, only those Residential Unit Owners and only the Eligible Mortgagees, which hold Mortgages on such Residential Units, must approve such action;
- (f) Rights to use Common Areas and Limited Common Areas;
- (g) Boundaries of Residential Units except that when boundaries of only adjoining Residential Units are involved, or a Residential Unit is being subdivided, then only those Residential Unit Owners and the Eligible Mortgagees holding mortgages on such Residential Unit or Residential Units must approve such action.
- (h) Convertibility of Residential Units into Common Areas or Common Areas into Residential Units except pursuant to Developer's right to expand the Regime pursuant to Section 14.2(a);
- (i) Expansion or contraction of the Regime, or the addition, annexation or withdrawal of property to or from the Regime, except pursuant to Developer's right to expand the Regime pursuant to Section 14.2(a);
- (j) Insurance or fidelity bonds;
- (k) Leasing of Residential Units;
- (l) Imposition of restrictions on a Residential Unit Owner's right to sell or transfer his or her Unit;
- (m) Establishment of self-management when professional management had been required previously by the Constituent Documents or by an Eligible Mortgagee;
- (n) Restoration or repair of the Property after a hazard damage or partial condemnation in a manner other than that specified in the Constituent Documents;
- (o) Termination of the legal status of the Regime after occurrence of substantial destruction or condemnation; and
- (p) Any provision that expressly benefits Mortgage holders, insurers or grantors.

17.5 Actions.

Notwithstanding any lower requirement permitted by the Constituent Documents or the Nonprofit Corporation Act, the Association may not take any of the following actions without the approval of at least fifty-one (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:

- (a) The conveyance or encumbrance of the Common Areas or any portion thereof, as to which at least a sixty-seven percent (67%) approval by Eligible Mortgagees is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas for the benefit of the Regime shall not be deemed a conveyance or encumbrance within the meaning of this clause;

(b) The restoration or repair of the Property after damage or a partial condemnation in a manner other than that specified in the Constituent Documents;

(c) The termination of the legal status of the Regime for reasons other than substantial destruction or condemnation, as to which at least sixty-seven percent (67%) approval by Eligible Mortgagees is required;

(d) The alteration of any partition or creation of any aperture between adjoining Residential Units when Residential Unit boundaries are not otherwise being affected, in which case only the owners of Residential Units affected and Eligible Mortgagees of those Residential Units need approve the action;

(e) The merger of the Association with any other common interest community;

(f) The granting of any easements, leases, licenses and concessions through or over the Common Areas excluding, however, any utility easements serving or to serve the Regime and excluding any leases, licenses or concessions for no more than one year;

(g) The assignment of the future income of the Association, including its right to receive Common Expense Assessments; and

(h) Any action taken not to repair or replace the Property.

The foregoing consents do not apply to the exercise of any right reserved by the Developer in the Constituent Documents.

17.6 Change From Monthly Assessment

The Association may not change the period for collection of regularly budgeted Common Expenses Assessments to other than monthly without the consent of all Eligible Mortgagees.

17.7 Developer's Reserved Rights

No rights reserved by the Developer may be voluntarily abandoned or terminated by the Developer unless all persons holding security interests in the Developer's reserved rights consent to the abandonment or termination.

17.8 Inspection of Books

The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association during normal business hours.

17.9 Financial Statements

The Association shall provide any Eligible Mortgagee, which submits a written request, with a copy of an annual financial statement within one hundred twenty (120) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if the number of Residential Units is 50 or more, or if the number of Residential Units is less than 50 and no audited statement is otherwise required under the Constituent Documents, any Eligible Mortgagee may have an audited statement prepared at its own expense.

17.10 Enforcement.

The provisions of this Section 17 are for the benefit of Eligible Mortgagees and their successors, and may be enforced by any of them by any available means, at law, or in equity.

17.11 Attendance at Meetings.

Any representative of an Eligible Mortgagee may attend any meeting that a Residential Unit Owner may attend.

18. General Provisions.

18.1 Adherence to Provisions of Master Deed, Bylaws and Rules and Regulations.

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

18.2 Amendment.

Amendments to this Master Deed, except as herein expressly provided to the contrary, including, but not limited to amendments pursuant to Section 14 which may be made without the consent or approval of either the Board or the Members, will be proposed by the Board of Directors in accordance with the following procedure:

(a) Notice.

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

(b) Adoption.

The Master Deed may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this Master Deed upon the vote of Members holding sixty-seven percent (67%) or more of the total vote in the Association; provided, however, that if the Association will vote to amend the Bylaws in any respect, such amendment will be set forth in an amendment to this Master Deed and will be valid only when approved by Members holding more than fifty percent (50%) of the total vote in the Association.

(c) Nondiscrimination.

Irrespective of the foregoing, no amendment will (i) alter the Percentage Interest applicable to each Unit (except as permitted in accordance with Section 6 and Sections 3.3 and 13.1 hereof); or (ii) discriminate against any Owner or against any Unit or class or group of Units, unless in each instance all Owners adversely affected thereby expressly consent thereto in writing. Notwithstanding

any Rule or Regulation or other restriction, the Board of Directors of the Association will make reasonable accommodations in its Rules and Regulations or other restrictions as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Unit and the Common Area, and in furtherance thereof is authorized and empowered to assign Common Area parking spaces for handicap parking generally or to assign same for exclusive use of a Person as handicap parking.

(d) Necessary Amendments.

Notwithstanding any other provisions of this Master Deed to the contrary, if any amendment is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provisions of the Regime Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary Mortgage market lenders, guarantors or insurers with respect to condominium projects, then at any time and from time to time the Board may effect an appropriate corrective amendment so long as written objection to such amendment is not received from Members representing more than fifty percent (50%) of the total votes of the Association within twenty (20) days after written notice of the proposed amendment is given to all Members.

(e) Recording.

A copy of each amendment provided for in this Section 18.2 will be certified by the Association as having been duly adopted and will be effective when recorded.

In recognition of the fact that certain provisions of this Master Deed are for the benefit of the owner of the Golf Course Land, as well as the Owners of the Non-residential Units, no amendment in derogation of any right reserved or granted to the owner of the Golf Course Land and the Owners of Non-residential Units by provisions of this Master Deed may be made without the written approval of the owner of the Golf Course Land and the Owners of the Non-residential Units, as applicable. The limitations hereof shall not apply, however, to amendments made by the Developer.

18.3 Termination.

The Regime may be terminated and the Project removed from the provisions of the Act in the following manner:

(a) By Agreement.

All of the Owners may remove the Project from the provisions of the Act by an instrument to that effect, duly recorded, subject to the Mortgage Protection provisions of Section 17 of this Master Deed.

(b) Due to Destruction.

In the event it is determined in the manner provided in Section 5.6 that the Project will not be repaired or reconstructed after casualty, the Regime will be terminated and the Regime Documents revoked. The determination not to repair or reconstruct after casualty will be evidenced by a certificate of the Association certifying as to the facts effecting the termination.

(c) Due to Condemnation.

In the event that any part of a Unit, or the Common Area essential to the use of any Unit will be taken by an authority having the power of eminent domain and the consent of Members

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representing at least sixty-seven (67%) percent of the total votes of the Association as provided in Section 6.3 to a plan for continuation of the Regime will not be expressed in an amendment to this Master Deed duly recorded within ninety (90) days after such taking, the Regime will be terminated and the Regime Documents revoked. Such taking will be evidenced by a certificate of the Association certifying as to the facts effecting the termination.

18.4 Covenants Running With the Land.

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

18.5 Enforcement.

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

(a) Authority and Enforcement

Subject to the provisions of Section 18.5(b) hereof, upon the violation of this Master Deed, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board will have the power (i) to impose reasonable monetary fines which will constitute an equitable charge and a continuing lien as a specific Assessment, (ii) to suspend an Owner-Member's right to vote in the Association, or (iii) to suspend an Owner's or Occupant's right to use any of the Common Areas. The Board will have the power to impose all or any combination of these sanctions, and may establish each day a violation remains uncured as a separate violation for which a fine is due; provided, however, an Owner's access to its property over the private roads and streets constituting Common Areas will not be terminated hereunder. An Owner or Occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

(b) Procedure.

Except with respect to the failure to pay Assessments, the Board will not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other Occupant of the Project for violations of the Master Deed, By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

(i) Demand to Cease and Desist. Written demand to cease and desist from an alleged violation will be served upon the Owner responsible for such violation specifying:

(A) The alleged violation;

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(B) The action required to abate the violation; and

(C) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Master Deed, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(ii) Notice of Hearing. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice will contain:

(A) The nature of the alleged violation;

(B) The time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice;

(C) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and

(D) The proposed sanction to be imposed.

(iii) Hearing. The hearing will be held in executive session of the Board of Directors pursuant to the notice and will afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice together with a statement of the date and matter of delivery is entered by the officer, director, or other individual who delivered such notice. The notice requirement will be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any.

18.6 Severability.

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

18.7 Gender or Grammar.

The singular whenever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be assumed as though in each case fully expressed. In addition, the use of the terms "herein" or "hereof" will mean this Master Deed and not merely the Section or paragraph in which such term is utilized.

18.8 Headings.

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

18.9 Powers of Attorney.

By acceptance of a deed or other conveyance of an interest in a Unit, all Members do hereby grant, and if further required, do agree to vote in a manner to provide to, and to ratify and confirm retention by, Developer of Developer's rights under this Master Deed, including, without limitation, the right to amend this Master Deed in accordance with the provisions hereof. In connection with this voting agreement, each member appoints Developer as proxy for such member with full power of substitution to vote for the member on all such matters on which the member may be entitled to vote, and with respect to which there is a reservation or designation of voting rights in Developer under this Master Deed, and with all powers which the member would possess if personally present at any meeting of members. Such appointment will be, upon acceptance of a deed or other conveyance by the member and without the necessity of further action by the Developer or the member, a power coupled with an interest and will be irrevocable. Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Member is recorded in the Horry County ROD office. This irrevocable proxy will automatically terminate thirty (30) days after the conveyance in the ordinary course of Developer's business of ninety percent (90%) of the maximum number of Units to be contained in all phases of the Project. The within voting agreement and proxy are in addition to, and not in substitution of, all rights of Developer herein provided, which will run with the land.

18.10 Unit Deeds.

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

19. Exhibits.

19.1 Exhibits Attached.

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

Description	Identification
Legal Description of the Land	A
Site Plan and Floor Plans	B
Schedule of Assigned Values,	"
Statutory Percentages, and Assigned Parking	C
Articles of Incorporation of Association	D
Bylaws of the Association	E
Alternative Dispute Resolution Procedures	F

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed to be effective as of this 27th day of December, 2001

CENTEX HOMES, a Nevada general partnership

PERSONALLY appeared before me the undersigned witness who being duly sworn, says that s/he saw the within-named CENTEX HOMES, a Nevada general partnership, by William Hampton Forts, its Division President, sign, seal and as its act and deed deliver the within-written Master Deed and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Bella F. Foy
WITNESS

SWORN TO before me this

27th day of December, 2001.

Nancy C. Ashburn (L.S.)
Notary Public for South Carolina

My Commission expires: 6-16-2002

PERSONALLY appeared before me the undersigned witness who being duly sworn, says that s/he saw the within-named CENTEX HOMES, a Nevada general partnership, by William Hampton Feltz, its Division President, sign, seal and as its act and deed deliver the within-written Master Deed and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Bella F. Fung
WITNESS

SWORN TO before me this
27th day of December, 2001.

Nancy Cashner (L.S.)
Notary Public for South Carolina

My Commission expires: 6-16-2002

Exhibit "A"

Legal Description of The Land

ALL AND SINGULAR that certain piece, parcel, or tract of land situate, lying and being in the City of North Myrtle Beach, County of Horry, State of South Carolina, containing 11.30 acres, more or less, being shown and described as Tract "H" on that certain map or plat entitled "MAP OF PORTION OF LOT 24 DESIGNATED AS TRACT 'H'," prepared for Silver Carolina Development Company, LLC, by DDC Engineers, Inc., dated January 18, 2001, and recorded May 25, 2001, in Plat Book 177 at Page 131, public records of Horry County, South Carolina, which is by reference made a part of this description.

The within conveyance is subject to all easements of record and/or upon the ground.

Tract "H" is a portion of the property conveyed to Silver Carolina Development Company, L.L.C., by Waterway Associates, by deed dated January 29, 1999, and recorded February 1, 1999, in Deed Book 2115 at Page 023, public records of Horry County, South Carolina.

A portion of TMS No. 155-00-01-015

Exhibit "B"

SITE PLAN AND FLOOR PLANS

RIVER CROSSING HORIZONTAL PROPERTY REGIME

PHASE I

BUILDINGS 5 AND 12

NOTE

Exhibit "B" is a survey showing the locations of Buildings 5 and 12 and other improvements, a set of floor plans for Buildings 5 and 12 which shows graphically the dimensions, area and location of each Unit therein, and the dimensions, area and location affording access to each Unit. The plat for Buildings 5 and 12 has been recorded in Plat Book 181 at Page 158. The plans for Building 5 have been recorded in Condominium Cabinet D at Page 67. The plans for Building 12 have been recorded in Condominium Cabinet D at Pages 68, Office of the Register of Deeds for Horry County, South Carolina. Said Exhibit further includes the matters set forth below. Exhibit "B" is deemed to include the attached certification letters by crescent Architects, LLC, architect of the above referenced plans, recorded simultaneously herewith, for Building 5 dated November 20, 2001 and for Building 12 dated November 30, 2001.

The Buildings, three (3) stories in height, are known as Buildings 5 and 12. Buildings 5 and 12 have twelve (12) 2-bedroom Residential Units and three (3) Non-residential Units. The Residential Units are located on the first, second and third floors; one (1) Non-residential Unit is located on each of the first, second, and third floors. Each Unit in Building 5 is individually numbered and described as Units 511, 512, 513, 514, NRU510, 521, 522, 523, 524, NRU520, 531, 532, 533, 534, and NRU530. Each Unit in Building 12 is individually numbered and described as Units 1211, 1212, 1213, 1214, NRU 1210, 1221, 1222, 1223, 1224, NRU 1220, 1231, 1232, 1233, 1234, and NRU 1230.

Residential Unit 511 is located on the Northeast end of the first floor of Building 5. Residential Unit 514 is located on the Northwest end of the first floor of Building 5. Residential Units 512 and 513 are located between Residential Units 511 and 514. The first floor Non-residential Unit, which is shown on the floor plan as NRU510, is located on the Northeastern end of the first floor of building 5 directly off of the exterior corridor. Non-residential Unit NRU521 and Residential Units 521, 522, 523 and 524 on the second floor of Building 5 are located above and have the identical floor configuration as Non-residential Unit NRU510 and Residential Units 511, 512, 513 and 514. Non-residential Unit NRU530 and Residential Units 531, 532, 533 and 534 on the third floor of Building 5 are located above and have the identical floor configuration as Non-residential Unit NRU520 and Residential Units 521, 522, 523 and 524.

Residential Unit 1211 is located on the Northeast end of the first floor of Building 12. Residential Unit 1214 is located on the Northwest end of the first floor of Building 12. Residential Units 1212 and 1213 are located between Residential Units 1211 and 1214. The first floor Non-residential

Unit, which is shown on the floor plan as NRU1210, is located on the Northeastern end of the first floor of building 12 directly off of the exterior corridor. Non-residential Unit NRU1221 and Residential Units 1221, 1222, 1223 and 1224 on the second floor of Building 12 are located above and have the identical floor configuration as Non-residential Unit NRU1210 and Residential Units 1211, 1212, 1213 and 1214. Non-residential Unit NRU1230 and Residential Units 1231, 1232, 1233 and 1234 on the third floor of Building 12 are located above and have the identical floor configuration as Non-residential Unit NRU1220 and Residential Units 1221, 1222, 1223 and 1224.

The locations of each Unit and the floor plan thereof for each of the Buildings 5 and 12 are graphically shown on the floor plans of Crescent Architects, LLC dated November 19, 2001 and November 30, 2001 respectively. The as-built survey of Engineering and Technical Services, Inc. dated December 11, 2001 shows the ground location of Buildings 5 and 12 and the Common Areas, which as-built survey is made a part hereof and recorded simultaneously herewith.

As to each Unit: All built-in kitchen appliances, the refrigerator, air conditioner units and condensers and hot water heater located in each Unit are part of the Unit in which they are located and are not Common Areas. The patio or balcony adjacent to each Unit, including the railing thereof, is a Limited Common Area and is subject to restrictions as set forth elsewhere in this Master Deed.

Reference to areas as Common Areas or elements in this paragraph will be in addition to and read in conjunction with the further designations of Common Areas and elements set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit "B". The asphalt parking areas designated on the as-built survey are Common Areas.



**CRESCENT
ARCHITECTS, LLC**

PO Box 1676, Pawleys Island, SC 29585
Voice 843/235-0278 ~ Fax 843/237-3548
email: crescentar@aol.com

November 20, 2001

Mr. Brian Kernaghan
C/O Nexsen Pruet Jacobs Pollard & Robinson, LLP
2411 N. Oak Street Suite 105
Myrtle Beach, South Carolina 29577

RE: Barefoot Landing Resort – River Crossing Building No. 5

Dear Mr. Kernaghan,

This letter is to serve as the Architect's Certification for the above referenced project as requested by you for attachment to the Master Deed.

The undersigned Architect, registered to practice architecture in the State of South Carolina, certifies that these documents reflect, to the best of the Architect's ability, the observable and accessible configuration of the structures as measured by the Architect. They show floor plans and elevations of the joined buildings, and graphically show the dimensions, area and locations of each apartment therein, with the dimensions, areas and location of the common elements affording access to each apartment.

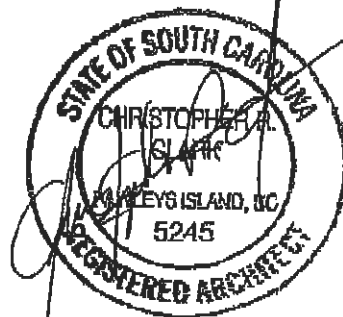
Please don't hesitate to call with any questions and/or comments.

Sincerely,

Chris R. Clark, AIA

CRC/crc

cc: file





**CRESCENT
ARCHITECTS, LLC**

PO Box 1676, Pawleys Island, SC 29585
Voice 843/235-0278 - Fax 843/237-3548
email: crescentar@aol.com

November 30, 2001

Mr. Brian Kernaghan
C/O Nexsen Pruet Jacobs Pollard & Robinson, LLP
2411 N. Oak Street Suite 105
Myrtle Beach, South Carolina 29577

RE: Barefoot Landing Resort - River Crossing Building No. 12


Dear Mr. Kernaghan,

This letter is to serve as the Architect's Certification for the above referenced project as requested by you for attachment to the Master Deed.

The undersigned Architect, registered to practice architecture in the State of South Carolina, certifies that these documents reflect, to the best of the Architect's ability, the observable and accessible configuration of the structures as measured by the Architect. They show floor plans and elevations of the joined buildings, and graphically show the dimensions, area and locations of each apartment therein, with the dimensions, areas and location of the common elements affording access to each apartment.

Please don't hesitate to call with any questions and/or comments.

Sincerely,



Chris R. Clark, AIA

CRC/crc

cc: file

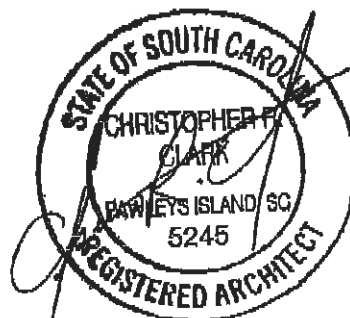


Exhibit "C"

Schedule of Assigned Values and Percentage Interests

This is a schedule of Assigned Values and Percentage Interests in the Common Areas appurtenant to Units in The River Crossing Horizontal Property Regime, Phase I, and if developed, Phases II through X, inclusive. The Assigned Value is for statutory purposes only and has no relationship to the actual value of each Unit.

RIVER CROSSING

Phase I Buildings 5 & 12, Units	Statutory Value	Statutory Percentage
511	2,000	4.04040%
512	2,000	4.04040%
513	2,000	4.04040%
514	2,000	4.04040%
NRU510	250	0.50505%
521	2,000	4.04040%
522	2,000	4.04040%
523	2,000	4.04040%
524	2,000	4.04040%
NRU520	250	0.50505%
531	2,000	4.04040%
532	2,000	4.04040%
533	2,000	4.04040%
534	2,000	4.04040%
NRU530	250	0.50505%
1211	2,000	4.04040%
1212	2,000	4.04040%
1213	2,000	4.04040%
1214	2,000	4.04040%
NRU1210	250	0.50505%
1221	2,000	4.04040%
1222	2,000	4.04040%
1223	2,000	4.04040%
1224	2,000	4.04040%
NRU1220	250	0.50505%
1231	2,000	4.04040%
1232	2,000	4.04040%
1233	2,000	4.04040%

RIVER CROSSING

Phase I Buildings 5 & 12, Units	Statutory Value	Statutory Percentage
1234	2,000	4.04040%
NRU1230	250	0.50505%
	<u>49,500</u>	<u>99.99990%</u>

Buildings 1, 2, 3, 4, 6, 7, 8, 9, 10, and 11, or any of them, may be submitted in any order as Phases II through X of The River Crossing Horizontal Property Regime. As each phase is added, the total Assigned Value of all phases submitted and constituting The River Crossing Horizontal Property Regime at that time and the Percentage Interest of each Unit may be determined. In determining the Percentage Interest of each Unit, a formula is employed using the Assigned Value of each Unit set forth in this Exhibit "C", as amended for each phase added, as the numerator and the total Assigned Values of all Units (including the phase being submitted and all phases previously submitted to the Regime) as the denominator. The resulting fraction will then be expressed as a percentage rounded to the nearest .00001. The total Assigned Values assigned to each Building that may be constructed and submitted to the Regime as phases II through X, if constructed and submitted, will be in accordance with the following schedule.

Total Assigned Values in Buildings 5 and 12 Submitted Herewith	\$ 49,500.00
Total Assigned Values in Building 1	\$ 30,750.00
Total Assigned Values in Building 2	\$ 30,750.00
Total Assigned Values in Building 3	\$ 30,750.00
Total Assigned Values in Building 4	\$ 30,750.00
Total Assigned Values in Building 6	\$ 24,750.00
Total Assigned Values in Building 7	\$ 24,750.00
Total Assigned Values in Building 8	\$ 24,750.00
Total Assigned Values in Building 9	\$ 24,750.00
Total Assigned Values in Building 10	\$ 24,750.00
Total Assigned Values in Building 11	<u>\$ 24,750.00</u>
Total Assigned Values of the Project, If All Phases Remaining Are Constructed and Submitted	<u>\$ 321,000.00</u>

As an example, if Building 1 composed of 15 Residential Units and 3 Non-residential, is added as Phase II, the total Assigned Values in Phase I (\$24,750.00) would be added to the additional Assigned Values in Phase II (\$30,750), so that, following submission the total Assigned Values in Phases I and II would be \$55,500.00. To determine the Percentage Interest of Unit 1531 if Phase II is added to Phase I and those two (2) phases constitute the entire Regime, the following formula would be used:

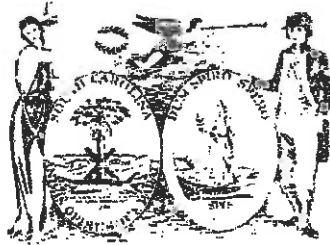
$$\frac{\text{ASSIGNED VALUE}}{\text{TOTAL ASSIGNED VALUES}} = \frac{\$2,000}{\$55,500} = 3.60360\%$$

EXHIBIT "D"

Articles of Incorporation

Attached Hereto

The State of South Carolina



Office of Secretary of State Jim Miles **Certificate of Incorporation, Nonprofit Corporation**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

RIVER CROSSING CONDOMINIUM ASSOCIATION THE,
a nonprofit corporation duly organized under the laws of the state of South Carolina on **December 31st, 2001**, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose.

Now, therefore, I Jim Miles, Secretary of State, by virtue of the authority in me vested, by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of
the State of South Carolina this 12th day of
January, 2002.

A handwritten signature of Jim Miles in cursive script, written over a horizontal line.

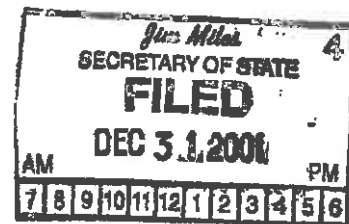
Jim Miles, Secretary of State

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

DEC 3 1 2001


SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION



1. The name of the nonprofit corporation is **The River Crossing Condominium Association**
2. The initial registered office of the nonprofit corporation is **2050 Corporate Centre Dr., #200**

Myrtle Beach
City,

Horry
County,

S.C.
State,

Street & Number,
29577
Zip Code

The name of the registered agent of the nonprofit corporation at that office is:

Hampton Pitts

3. Check (a), (b), or (c) whichever is applicable. Check only one box.
 - a. ☐ The nonprofit corporation is a public benefit corporation.
 - b. ☐ The nonprofit corporation is a religious corporation.
 - c. ☒ The nonprofit corporation is a mutual benefit corporation.
4. Check (a) or (b), whichever is applicable:
 - a. ☒ This corporation will have members.
 - b. ☐ This corporation will not have members.
5. The address of the principal office of the nonprofit corporation is **2050 Corporate Centre Dr., #200**

<u>Myrtle Beach</u>	<u>Horry</u>	<u>S.C.</u>	Street & Address, <u>29577</u>
City,	County,	State,	Zip Code
6. If this nonprofit corporation is either a public benefit or religious corporation (box a. or b. of ¶ 3. is checked), complete either (a) or (b), whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

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

b. ☐ Upon dissolution of the corporation, consistent with law, the remaining assets of the corporation shall be distributed to:

7. If the corporation is a mutual benefit corporation (box "c" of ¶ 3. is checked), complete either (a) or (b), whichever is applicable, to describe how the ☐ remaining ☐ assets of the corporation will be distributed upon dissolution of the corporation.

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

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

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See § 33-31-202(c) of the 1976 South Carolina Code, the applicable comments thereto, and the instructions to this form):

a. **Capitalized Words.** The use of capitalized words herein shall have the meanings attributed to them in the Master Deed of the River Crossing Horizontal Property Regime, hereinafter the "Master Deed," recorded or to be recorded in the Office of the Register of Deeds for Horry County, South Carolina.

b. **Purpose.** This Association does not contemplate pecuniary gain or profit, and the specific, primary purposes for which it is formed are to provide for management, administration, maintenance and preservation of the River Crossing Property and the Common Areas thereof, all according to the Master Deed. No part of the net earnings of the Association shall inure to the benefit of any person, other than for acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess Association fees and assessments, if any.

c. **Right to Appoint Directors and Officers.**

(i) The Developer under the Master Deed shall have the right to appoint or remove any or all members of the Board of Directors and any or all officers of the Association until such time as the first of the following dates: (i) December 31, 2004; (ii) three (3) months after the conveyance by the Developer, in the ordinary course of business to persons other than a successor Developer, of fifty percent (50%) of the maximum number of

Units to be contained in all phases of the Project; or (iii) three (3) months following the date the Developer surrenders its authority to appoint directors of the Association by an express amendment to the Master Deed executed and filed in the Office of the Register of Deeds for Horry County, South Carolina by the Developer.

(ii) The Developer under the Master Deed shall have the right to appoint and remove a majority of the members of the Board of Directors (but not the officers, who shall be elected by the Board) until such time as the first of the following dates: (i) December 31, 2004; (ii) three (3) months after the conveyance by the Developer, in the ordinary course of business to persons other than a successor Developer, of ninety percent (90%) of the maximum number of Units to be contained in all phases of the Project; or (iii) three (3) months following the date the Developer surrenders its authority to appoint directors of the Association by an express amendment to the Master Deed executed and filed in the Office of the Register of Deeds for Horry County, South Carolina by the Developer.

(iii) After the expiration of the Developer's right to appoint under both subparagraph (i) and subparagraph (ii) above, and notwithstanding anything contained herein to the contrary, the Developer shall, nevertheless and so long as it holds one or more Units included in the Regime for sale in the ordinary course of business, have the right to appoint one (1) member of the Board of Directors.

- d. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in a Lot that is subject to the Master Deed (including the Developer) shall be a member of the Association. Until the expiration of the Developer's right to appoint directors and officers of the Association pursuant to subparagraph c of this ¶ 8, the Developer, and its successors and assigns, other than as an owner of a Lot, shall be a member of the Association. The membership of each owner of a Lot shall be appurtenant to and may not be separated from ownership of the Lot and ownership of a Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association that is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. Any person or entity who holds an interest in a Lot merely as security for the performance of an obligation shall not be a member of this Association.

- e. **Voting Rights.** The Association shall have two (2) classes of voting membership. Members are divided into classes for the sole purpose of computing voting rights and shall not vote as a class.

Class A. Class A members of the Association shall be all owners of Units (including the Developer). A Type A Member shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among

themselves determine as provided in the Master Deed, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Type B member shall be the Developer or its designated assign, in its capacity other than as an Owner of a Lot or Dwelling. The Type B member shall be entitled to three (3) votes for each vote held by Type A members, plus one (1) vote, until the expiration of the Developer's right to appoint a majority of the Board of Directors of the Association pursuant to subparagraph c (ii) of this 8. Thereafter, the Type B member shall exercise votes only as to its Type A memberships.

9. The name and address (with zip code) of each incorporator is as follows (only one is required):

Name

Address (with zip code)

Brian F. Kernaghan

2411 N. Oak Street, Suite 105, Myrtle Beach, SC 29577

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

(only if named in articles) Signature of director

(only if named in articles) Signature of director

(only if named in articles) Signature of director

11. Each incorporator must sign the articles.

Brian F. Kernaghan

Signature of incorporator

Brian F. Kernaghan

Exhibit "E"

By-Laws of the Association

Attached Hereto

BY-LAWS

THE RIVER CROSSING CONDOMINIUM ASSOCIATION

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BYLAWS

THE RIVER CROSSING CONDOMINIUM ASSOCIATION

Article 1

NAME AND LOCATION

1.1 Name and Location.

The name of the corporation is THE RIVER CROSSING CONDOMINIUM ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at the Project, or at such other place as may be designated by the Board.

Article 2

DEFINITIONS

2.1 Incorporation.

The definitions contained in the Master Deed are incorporated by reference herein.

2.2 The Master Deed.

"Master Deed" shall mean and refer to the Master Deed Of The River Crossing Horizontal Property Regime recorded in the Office of the Register of Deeds ("ROD") for Horry County, South Carolina, and subsequent amendments thereto.

Article 3

MEETING OF MEMBERS AND VOTING

3.1 Annual Meeting.

The first meeting of the Members, whether an annual or a special meeting, shall be held on the second Saturday of December which is more than nine (9) months following the date of the close of the sale of the first Unit in the Project. Subsequent annual meetings of the Members shall be held thereafter at an hour and place within thirty (30) days of the same month and day of such first meeting, as set by the Board.

3.2 Special Meetings.

Special meetings of the Members shall be promptly scheduled at any time by the Board upon vote of a majority of the Board of Directors or upon written request of the President. A special meeting of the Members shall be called upon written demand delivered to the Secretary by the Members representing five percent (5%) of the total voting power of the Association, notice of which shall be by written notice to all Members within thirty (30) days of the Secretary's receipt of the demand. For purposes of determining the five percent (5%), the record date shall be thirty (30) days before delivery of the written demand. Upon the failure of the Association to send notice of a special meeting within thirty (30) days following delivery of written demand as aforesaid, any Member signing the demand may set the

time and place of the special meeting and give notice thereof to all Members in accordance with the Nonprofit Corporation Act.

3.3 Notice and Place of Meetings.

Unless otherwise provided in the Master Deed, the Articles of Incorporation, in these By-Laws, or in the Nonprofit Corporation Act, written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary, by mailing a copy of such notice, first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. In the case of written demand of Members representing five percent (5%) of the total voting power of the Association, written notice of such meeting shall be given not more than thirty (30) days after written demand is delivered to the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and shall provide for voting by proxy. If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal: (a) removing a Director without cause; (b) filling vacancies in the Board of Directors by the Members; or (c) amending the Articles of Incorporation. Meetings shall be held within the Project or at a meeting place within the same county, as close to the Project as possible.

Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. The waiver must be delivered to the Association for inclusion in the minutes or filing with the corporate records. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Objection by a Member shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

3.4 Quorum.

Unless otherwise provided herein, in the Master Deed, the Articles of Incorporation, or the Nonprofit Corporation Act, the presence of Members representing one-third ($\frac{1}{3}$) of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum of one-third ($\frac{1}{3}$) of the votes of all Members is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Members to leave less than such required quorum, provided that Members representing twenty percent (20%) of the total votes of the Association remain present in person and/or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute such quorum. If the required quorum is not present, another meeting may be called, not less than ten (10) nor more than sixty (60) days following the first meeting, and the required quorum at the subsequent meeting shall be the Members present, in person or by proxy, and entitled to vote. Unless otherwise provided, any reference hereafter to "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established by this Section 3.4. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 3.3.

3.5 Ballots and Representative Voting.

(a) Written Ballots

Any vote of Members on a matter that would be cast at an annual, regular or special meeting may be taken, without a meeting, by written ballot delivered to every Member by the Association. The ballot shall set forth the matter to be voted upon and provide thereon a place to vote for or against such matter. Approval by written ballot without a meeting shall be effective only when the number of votes cast by ballot equals or exceeds the quorum required to be present had the matter been considered at a meeting, and the number voting for the matter equals or exceeds the number of votes required to approve it had the matter been considered at a meeting at which the requisite quorum is present. A solicitation of votes by ballot shall (1) indicate the record date for Members eligible to vote; (2) indicate the number of returned ballots voting for or against the matter that is required to satisfy the quorum requirement; (3) state the required number of votes or percentage voting in favor of the matter required to approve it (except in the case of election of directors, which shall be by plurality); and (4) state the date and time by which a Member's completed ballot must be received by the Secretary in order to be counted in the vote to be taken. A ballot, once delivered to the Secretary, may not be revoked. A Member's signed ballot shall be delivered to the Secretary by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

(b) Proxies.

All of the provisions of this Section 3.5(b) are subject to Section 18.9 of the Master Deed. To the extent that a provision set forth in this Section is inconsistent with Section 18.9 of the Master Deed, the provisions of Section 18.9 of the Master Deed shall control. At all meetings of Members, each Member may vote in person or by proxy. The appointment form of proxy shall be in writing and received by the Secretary before the appointed time of the meeting. Every proxy appointment shall automatically cease upon conveyance by the Member of his Unit, or upon receipt of written notice by the Secretary of the death or judicially declared incompetence of a Member prior to the counting of the vote, upon revocation of the appointment of the proxy in accordance with the Nonprofit Corporation Act, or upon the expiration of eleven (11) months from the date of the proxy. Unless the proxy appointment form otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. Any proxy appointment form distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon set forth in the notice of the meeting. The appointment shall provide that, where the Member specifies a choice, the vote shall be cast by the proxy in accordance with that choice. The form shall also identify the person or persons acting as the proxy and the length of time it will be valid. In addition, voting by a proxy shall comply with any other applicable requirements of the Nonprofit Corporation Act. The Member's signed proxy appointment form shall be delivered to the Secretary by hand delivery, by U.S. mail, and by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

3.6 Membership and Voting.

The Association shall have two (2) classes of voting membership:

(a) Class A

The Class A Members shall be all Owners, including the Developer (as defined in the Master Deed) and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine as provided in the Master Deed, but in no event shall more than one (1) vote be cast with respect to any Unit.

(b) Class B

The Class B Member shall be the Developer whose voting rights shall be three (3) votes for each vote held by Class A Members, plus one (1) vote. The Class B membership shall cease upon the first of the following dates:

(i) December 31, 2004;

(ii) three (3) months following the date on which the Developer has conveyed to Owners in the ordinary course of its business property representing ninety percent (90%) of the total number of Units to be contained in all phases of the Regime; or

(iii) three (3) months following the date the Developer surrenders the authority to appoint and remove Directors and officers of the Association by an express amendment to the Master Deed executed and filed in the Office of the ROD for Horry County, South Carolina by the Developer.

Except as otherwise provided in the Master Deed, the Articles of Incorporation, these By-Laws, or the Nonprofit Corporation Act, any action by the Association which must have the approval of the Members before being undertaken shall require voting approval by a majority of the votes cast by Members at which the required quorum is present. An abstention shall be counted as a negative vote in calculating the majority. Members are divided into Class A and Class B Members for the sole purpose of computing voting rights and shall not vote as a class. Owners of Units in all phases shall have the same voting rights.

3.7 Eligibility to Vote.

Voting rights attributable to Units shall not vest until Assessments against those Units have been levied by the Association. Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval. In order to be in good standing, a Member must be current in the payment of all assessments levied against the Member's Unit and not subject to any suspension of voting privileges as a result of disciplinary proceeding conducted in accordance with the Master Deed. A Member's good standing shall be determined as of the record date established in accordance with Section 3.8. The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of the nonpayment of assessments, although a delinquent Member shall be entitled to request such a hearing.

3.8 Record Dates.

(a) Record Dates Established by the Board.

For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date" and only Members of record on the date so

fixed are entitled to notice, to vote, or to take action by written ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the Articles of Incorporation, by agreement, or in the Nonprofit Corporation Act. The record dates established by the Board pursuant to this Section shall be as follows:

(i) Record Date for Notice of Meetings.

In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than ninety (90) nor less than ten (10) days before the date of the meeting;

(ii) Record Date for Voting.

In the case of determining those Members entitled to vote at a meeting, the record date shall be no more than sixty (60) days before the date of the meeting;

(iii) Record Date for Action by Written Ballot Without Meeting.

In the case of determining Members entitled to cast written ballots, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(iv) Record Date for Other Lawful Action.

In the case of determining Members entitled to exercise any rights in respect to other lawful action, the record date shall be no more than sixty (60) days prior to the date of such other action.

(v) "Record Date" Means as of the Close of Business.

For purposes of this subparagraph (a), a person holding a membership as of the close of business on the record date shall be deemed the Member of record.

(b) Failure of Board to Fix a Record Date.

If the Board, for any reason, fails to establish a record date, rules set forth in the Nonprofit Corporation Act shall apply:

3.9 Action Without Meeting

Any action that may be taken at any annual or special meeting of Members (except the election of Directors) may be taken without a meeting in accordance with the provisions of the Nonprofit Corporation Act. Any form of written ballot distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice.

3.10 Conduct of Meetings.

Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may

adopt. Notwithstanding any other provision of law, notice of meetings of the Members shall specify those matters the Board intends to present for action by the Members, but, except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with the Nonprofit Corporation Act. Any Member of the Association may attend meetings of the Board, except when the Board adjourns to executive session to consider litigation, matters that relate to the formulation of contracts with third parties, or personnel matters. Any matter discussed in executive session shall be generally noted in the minutes of the Board. In any matter relating to the discipline of an Association Member, the Board shall meet in executive session if requested by that Member, and the Member shall be entitled to attend the executive session.

Article 4

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 Number.

The affairs of the Association shall be managed by a Board of Directors, all of the members of which must be Members of the Association, or an officer, director, employee or agent of a Member, including Developer. The initial Board of Directors shall consist of three (3) Directors who shall be appointed by the Developer.

(a) Developer's Right to Appoint Entire Board.

The Developer shall have the right to appoint or remove any or all members of the Board of Directors and any or all officers of the Association until such time as the first of the following dates: (i) December 31, 2004; (ii) three (3) months after the conveyance by the Developer, in the ordinary course of business to persons other than a successor Developer, of fifty percent (50%) of the maximum number of Units to be contained in all phases of the Project; or (iii) three (3) months following the date the Developer surrenders its authority to appoint directors of the Association by an express amendment to the Master Deed executed and filed of record by the Developer.

(b) Developer's Right to Appoint Majority of Board.

After the expiration of the period of time the Developer has the right to appoint and remove any and all members of the Board and any and all Officers as provided in subparagraph (a) above, the Board of Directors shall be increased to five (5) Directors. The Developer shall have the right to appoint and remove three (3) of the five (5) members of the Board of Directors (but not the officers, who shall be elected by the Board) until such time as the first of the following dates: (i) December 31, 2004; (ii) three (3) months after the conveyance by the Developer, in the ordinary course of business to persons other than a successor Developer, of ninety percent (90%) of the maximum number of Units to be contained in all phases of the Project; or (iii) three (3) months following the date the Developer surrenders its authority to appoint directors of the Association by an express amendment to the Master Deed executed and filed of record by the Developer.

(c) Developer's Rights to Appoint One Board Member Following Expiration of Right to Appoint Majority.

After the expiration of the period of time the Developer has the right to appoint and remove the majority of the Board of Directors under subparagraph (b) above, the Developer shall have, nevertheless and so long as it holds one or more Units included in the Regime for sale in the ordinary course of business, the right to appoint one (1) member of the Board of Directors; and within

sixty (60) days after the expiration of such period under subparagraph (b) above, the Members shall elect four (4) of the five (5) Directors. The Association shall either call, and give not less than thirty (30) days' and not more than sixty (60) days' notice of, such special meeting of the Members to elect the Board of Directors, or the date on which the Association shall count the written ballots distributed to the Members with such notice or the election of the Board of Directors. Each year thereafter, the Members shall elect such number of Directors as shall exist whose terms are expiring, except with respect to the one (1) Director the Developer may elect as long as it holds one or more Units included in the Regime for sale in the ordinary course of business.

4.2 Term of Office.

The election of Directors shall be by plurality, the number of nominees equal to the number of vacancies to be filled receiving the greatest number of votes being elected. However, at the meeting of the Association following expiration of the Transition Period held to elect five (5) Directors or the date following expiration of the Transition Period when written ballots are to be counted for the election of such Directors pursuant to Section 4.1, the two (2) nominees receiving the highest number of votes will each be elected for a term of two (2) years, and the next three (3) nominees receiving the highest number of votes will each be elected for a term of one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve for a term of two (2) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

4.3 Removal; Vacancies.

A Director appointed by the Developer may only be removed by the Developer, otherwise, a Director may be removed from office, with or without cause, at any regular or special meeting of the Members by sixty-seven percent (67%) of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any removed Director may be elected at the same meeting at which the vacancy is created by the removal of the Director. A Director whose removal is proposed to be voted upon at any meeting shall be given notice of the proposed removal not less than 10 days prior to the date of the meeting and shall be given an opportunity to be heard at the meeting. In the event of death or resignation of a Director, the vacancy shall be filled by majority vote of the Board at a duly held meeting, or by the sole remaining Director. A successor Director shall serve for the unexpired term of his or her predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the Directors.

4.4 Compensation.

No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for his actual expenses, if reasonable, that are incurred in the performance of his or her duties, including, but not limited to, travel expenses.

4.5 Indemnification of Corporate Agents.

The Association shall indemnify any present or former Director, officer, employee or other agent of the Association to the fullest extent authorized under the Nonprofit Corporation Act, or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was not entitled to indemnification under this provision.

Article 5

NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Notice to the Members of the meeting shall include the names of all those who are nominees at the time the notice is sent. Nominations to be placed on the ballot may also be solicited by the Nominating Committee or the Board from the membership, and if the election is to take place at a meeting and not solely by written ballot, nominations may also be made from the floor at the meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than sixty (60) days prior to the meeting of the Members at which the election is to be held, or if the election is to take place solely by written ballot not less than sixty (60) days prior to the date set on the ballot as the election date when ballots are to be counted, and shall serve until the close of the election. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes.

5.2 Election.

The first election of the Board shall be conducted as set forth in Section 4.1. At such election the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Master Deed. The persons receiving the largest number of votes shall be elected. No cumulative voting shall be permitted. Voting for Directors at a meeting shall be by secret written ballot. Voting for Directors may also be conducted by written ballot pursuant to Section 3.5(a).

Article 6

MEETINGS OF DIRECTORS

6.1 Regular Meetings.

Regular meetings of the Board of Directors shall be held at least annually at such place within the Project, and at such hour as may be fixed from time to time by resolution of the Board. If a larger meeting room is required than exists with the Project, the Board shall select a room as close as possible to the Project. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday.

6.2 Special Meetings.

Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Directors. Notice of the special meeting shall specify the time and place of the meeting and the nature of the special business to be considered.

6.3 Quorum.

A majority of the Directors then in office (but not less than two (2)) shall constitute a quorum for the transaction of business. Every act performed or decisions made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by a majority of the required quorum for that meeting.

6.4 Executive Session.

The Board may, with approval of a majority of the Directors present at a meeting in which a quorum for the transaction of business has been established, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel and matters involving contracts of which the Association is a party, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

6.5 Telephone Meetings.

Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. An explanation of the action shall be filed with the minutes of the proceedings of the Board.

6.6 Waiver of Notice.

The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minute. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

6.7 Notice of Adjourned Meeting.

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

6.8 Action Without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

6.9 Notices Generally.

Notice of any meeting of the Board of Directors, whether regular or special, shall be given to each Director by one (1) of the following methods; (i) by personal delivery; (ii) written notice by first class mail, postage prepaid; (iii) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; (iv) by telegram, charges prepaid; or (v) by facsimile transmission to the fax number of the Directors or to e-mail address of the Directors, with proof of transmission and receipt thereof being retained in the minutes of the meeting. All such notices shall be given or sent to the Director's address, telephone number, fax number or e-mail address as shown on the records of the Association. Such notice shall be sent to all Directors not less than seventy-two (72) hours prior to the scheduled time of the meeting, provided, however, notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph, facsimile transmission or e-mail shall be delivered, telephoned, given to the telegraph company, faxed or e-mailed, as the case may be, at least seventy-two (72) hours before the time set for the meeting. Notice of any meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

Article 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Duties.

It shall be the duty of the Board of Directors to:

- (i) Maintenance. Perform the maintenance described in the Master Deed;
- (ii) Insurance: Maintain insurance as required by the Master Deed;
- (iii) Discharge of Liens: Discharge by payment, if necessary, any lien against the Common Area and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);
- (iv) Assessments: Fix, levy, collect and enforce Assessments as set forth in the Master Deed;
- (v) Expenses and Obligations: Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (vi) Records: Cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Members at the annual meeting of the Members, at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class "A" Members; keep adequate and correct books and records of account, minutes of proceedings of its Members, Board and committees, and a record of its Members giving their names and addresses and classes of membership;
- (vii) Supervision: Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (viii) Enforcement: Enforce these Bylaws and the Master Deed;

(ix) Review of Financial Records: Review on at least a quarterly basis a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared to the current year's budget, and an income and expense statement for the Association's operating and reserve accounts. In addition, the Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts. For purposes herein, "reserve accounts" shall mean monies that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, these major components that the Association is obligated to maintain.

(x) Reserve Account Withdrawal Restrictions: Require that at least two (2) signatures are needed for the withdrawal of monies for the Association's reserve accounts, at least one (1) of whom shall be a member of the Board. One (1) signature may be that of the Association's manager or such manager's designee.

(xi) Reserve Account Fund Management: The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

(xii) Reserve Studies. At least every five (5) years the Board shall cause an independent analysis of the reserve component of the operating budget to be conducted to confirm that component replacement costs and useful lives are accurately reflected in the reserve allocation.

7.2 Powers. The Board of Directors shall have power to:

(i) Manager: Employ a manager as provided in the Master Deed;

(ii) Adoption of Rules; Set Aside Common Area Parking for Handicap: Adopt rules in accordance with the Master Deed, including rules setting aside Common Area parking spaces as handicap parking only, and adopt rules limiting the number of cars which will be permitted to be parked in the Common Area parking spaces; .

(iii) Assessments, Liens and Fines: Levy and collect Assessments and impose fines as provided in the Master Deed.

(iv) Enforcement (Notice and Hearing): Enforce these Bylaws and/or the Master Deed, provided that at least fifteen (15) days' prior notice of any charges (other than Assessment) or potential discipline or fine and the reasons therefor are given to the Member affected, and that an opportunity is provided for the Member to be heard, orally or in writing not less than five (5) days before the effective date of the discipline or fine, said hearing to be before the Board. Any notice required herein shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be given by first class or registered mail sent to the last address of the Member as shown on the Association's records.

(v) Contracts: Contract for goods and/or services in accordance with the Master Deed.

(vi) Delegation: Delegate its authority and powers to committees, officers or employees of the Association or to a manager employed by the Association. The Board may not delegate the authority to procure insurance, make capital expenditures for additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an Owner or his tenant, lessee,

guest or invitee with the Master Deed or rules and regulation promulgated by the Board, or to make a decision to levy monetary fines, impose special Assessments against individual Units, temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline following any such hearing; to make a decision to levy Annual or Special Assessments; or to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of Assessments. Any such delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

(vii) Appointment of Trustee: Appoint a trustee as provided in the Master Deed.

(viii) Borrowings. Borrow money (A) for the purpose of improving the Regime, or any portion thereof, (B) for constructing, repairing, maintaining or improving any facilities located or to be located within the Regime, (C) for providing services authorized herein, and, (D) to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(ix) Other Powers: In addition to any other power contained herein or in the Master Deed, the Association may exercise the powers granted to a nonprofit mutual benefit corporation as enumerated in the Nonprofit Corporation Act.

(x) Prohibited Acts. The Board shall not take any actions prohibited of it under the Master Deed except with the vote or written consent of a majority of the Members other than Developer.

Article 8

OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers.

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

8.2 Election of Officers.

The Developer shall have the sole right to appoint and remove officers during the Transition Period. Thereafter, all officers shall hold office at the pleasure of the Board.

8.3 Term.

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

8.4 Special Appointments.

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

8.5 Resignation and Removal.

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

8.6 Vacancies.

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

8.7 Duties of the Officers.

(a) President.

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a South Carolina nonprofit mutual benefit corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

(b) Vice President.

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

(c) Secretary.

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with the addresses, and shall perform such other duties as required by the Board. The ministerial functions of the Secretary in recording votes, keeping minutes, sending notices, and keeping the records of names and addresses of Members may be delegated to an Association manager.

(d) Treasurer.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; and shall prepare and shall distribute budgets and statements. The ministerial functions of the Treasurer in sending Assessment

notices, receiving and depositing Assessments, keeping books and ledgers of account, and preparing and distributing budgets and statements may be delegated to an Association manager.

Article 9

COMMITTEES

9.1 Appointment.

An Architectural Review Committee may be appointed as provided in the Master Deed, and a Nominating Committee shall be appointed as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the Nonprofit Corporation Act also requires Members' approval; (b) fill vacancies on the Board of Directors or in any committee; (c) amend or repeal Bylaws or adopt new Bylaws; (d) amend or repeal any resolution of the Board of Directors; (e) appoint any other committees of the Board of Directors or the members of those committees; (f) approve any transaction to which the Association is a party and in which one (1) or more Directors have a material financial interest.

Article 10

BOOKS AND RECORDS

10.1 Inspection by Members.

The membership register (including names, mailing addresses, telephone numbers and voting rights), books of account and minutes of meetings of the Members, of the Board (including drafts and summaries), and of committees shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Project as the Board shall prescribe. Board minutes shall be available to Members within thirty (30) days of the meeting, and shall be distributed to any Member upon request and upon reimbursement of the costs in making that distribution.

10.2 Rules for Inspection.

The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (ii) Hours and days of the week when such an inspection may be made;
- (iii) Payment of the cost of reproducing copies of documents requested by a Member.

10.3 Inspection by Directors.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents, at the expense of the Association.

10.4 Documents Provided by Board.

Upon written request, the Board shall, within ten (10) days of the mailing or delivery of such request, provide an Owner with a copy of the governing documents of the Project, a copy of the most recent budget and statements of the Association, and a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Annual and Special Assessments and fees, as well as any Assessments levied upon the Owner's interest which, as of the date of the statement, are or may be made a lien upon the Owner's Unit. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

Article 11

MISCELLANEOUS

11.1 Amendments.

Prior to close of the sale of the first Unit, Developer may amend these Bylaws. After sale of the first Unit these Bylaws may be amended, only as provided in the Master Deed or in the Nonprofit Corporation Act.

11.2 Conflicts.

In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Master Deed and these Bylaws, the Master Deed shall control.

11.3 Fiscal Year.

Unless directed otherwise by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

FIRST AMENDMENT TO
MASTER DEED OF THE RIVER CROSSING
HORIZONTAL PROPERTY REGIME
FILED TO Horry County
2002 JAN 24 PM 2:05

THIS FIRST AMENDMENT TO MASTER DEED OF THE RIVER CROSSING HORIZONTAL PROPERTY REGIME (the "First Amendment") is made this 23rd day of January, 2002, by Centex Homes, a Nevada general partnership, hereinafter called "Developer."

WITNESSETH:

WHEREAS, the Developer, by "Master Deed of The River Crossing Horizontal Property Regime" dated 12-27, 2001, recorded 1-22, 2002 in the Office of Recorder of Deeds for Horry County in Book 2446 at Page 84 (hereinafter referred to as the "Master Deed"), created a horizontal property regime upon certain property situate in Horry County, South Carolina; and

WHEREAS, pursuant to Article 14, Section 14.2 of the Master Deed, the Developer retained the right to expand the Regime by constructing additional Units on any portion of the Common Area previously submitted to the Regime; and

WHEREAS, Developer desires to amend the Master Deed to submit to the Regime an additional Building it has constructed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer does hereby exercise its right under the Master Deed to expand the Regime by adding as Phase II thereto one (1) Building, known as Building 4, such Building containing fifteen (15) Units, which shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the Master Deed, as amended by this First Amendment, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth therein, and as further amended hereby, and does further declare as follows:

I. Definitions. The words used in this First Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Master Deed.

II. Addition of Building 4 as Phase II. Exhibit "B" to the Master Deed is hereby amended by the addition thereto of Exhibit "B-1" attached hereto and made a part hereof by this reference, and the Plans of the Regime shall include the site plan and floor plans for Building 4 filed as an attachment to this First Amendment and referred to in Exhibit "B-1."

III. Amendment of Exhibit "C". Exhibit "C" to the Master Deed, the schedule of Assigned Values and Percentage Interests for the Regime, is deleted in its entirety; and a new Exhibit "C" which is attached hereto and made a part hereof by this reference, shall be substituted therefor.

2446-979

IN WITNESS WHEREOF, the Developer has caused this FIRST AMENDMENT TO MASTER DEED OF THE RIVER CROSSING HORIZONTAL PROPERTY REGIME to be executed the day and year first above written.

WITNESSES:

[Signature]
[Signature]

CENTEX HOMES, a
Nevada general partnership

By: [Signature]

Its: Asst. Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named Centex Homes, by MICHAEL MURPHY, its ASSISTANT SECRETARY, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

[Signature]
(Witness)

SWORN to and subscribed before me
this 23rd day of January, 2002

[Signature]
Notary Public for South Carolina
My Commission Expires: 01-07-09

Exhibit "B-1"

Site Plan and Floor Plans

THE HARBOUR HORIZONTAL PROPERTY REGIME

PHASE II

NOTE

Exhibit "B-1" includes a survey showing the location of Building 4 and other improvements and a set of floor plans of Building 4 which shows graphically the dimensions, area and location of each Unit therein, and the dimensions, area and location affording access to each Unit. The plat has been recorded in Plat Book 181 at Page 165, and the floor plans for Building 4 has been recorded in Condominium Cabinet D at Page 70, Office of the Recorder of Deeds for Horry County, South Carolina. Said Exhibit further includes the matters set forth below. Exhibit "B-1" is deemed to include the attached certification letter by Crescent Architects, LLC, architect of the above referenced plans, recorded simultaneously herewith, for Building 4 dated January 14, 2002.

The Building, three (3) stories in height, is known as Building 4. Building 4 has nine (9) two-bedroom Residential Units, six (6) three-bedroom Residential Units and three (3) Non-residential Units. The Residential Units are located on the first, second and third floors; one (1) Non-residential Unit is located on each of the first, second and third floors. Each Unit in Building 4 is individually numbered and described as Units 411, 412, 413, 414, 415, NRU410, 421, 422, 423, 424, 425, NRU420, 431, 432, 433, 434, 435 and NRU430.

Residential Unit 411 is located on the Southwest end of the first floor of Building 4. Residential Unit 415 is located on the Southeast end of the first floor of Building 4. Residential Units 412, 413 and 414 are located between Residential Units 411 and 415. The Non-residential Unit, which is shown on the floor plan as NRU410, is located directly in the center of the south end of the first floor of Building 4. Residential Unit 421 is located on the Southwest end of the second floor of Building 4. Residential Unit 425 is located on the Southeast end of the second floor of Building 4. Residential Units 422, 423 and 424 are located between Units 421 and 425. The Non-residential Unit, NRU420, is located directly in the center of the south end of the second floor. Residential Units 431, 432, 433, 434 and 435 are located above and have the identical floor configuration as Residential Units 421, 422, 423, 424 and 425. Non-residential Unit NRU430 is located directly above and has the same floor configuration as Non-residential Unit NRU420.

The locations of each Unit and the floor plan thereof for Building 4 is graphically shown on the plans of Crescent Builders, LLC, dated January 14, 2002, and the as-built survey of Engineering and Technical Services, Inc. dated November 22, 2001 shows the ground location of Building 4 and the Common Areas, which is and made a part hereof and recorded simultaneously herewith.

As to each Unit: All built-in kitchen appliances, the refrigerator, air conditioner units and condensers and hot water heater located in each Unit are part of the Unit in which they are located and are not Common Areas. The patio or balcony adjacent to each Unit, including the railing thereof, is a Limited Common Area and is subject to restrictions as set forth elsewhere in this Master Deed.

Reference to areas as Common Areas or elements in this paragraph will be in addition to and read in conjunction with the further designations of Common Areas and elements set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit "B-1". The asphalt parking areas designated on the as-built survey are Common Areas.



**CRESCENT
ARCHITECTS, LLC**

PO Box 1676, Pawleys Island, SC 29585
Voice 843/235-0278 - Fax 843/237-3548
email: crescentar@aol.com

January 14, 2002

Mr. Brian Kernaghan
C/O Nexsen Pruet Jacobs Pollard & Robinson, LLP
2411 N. Oak Street Suite 105
Myrtle Beach, South Carolina 29577

RE: Barefoot Landing Resort - River Crossing Building No. 4


Dear Mr. Kernaghan,

This letter is to serve as the Architect's Certification for the above referenced project as requested by you for attachment to the Master Deed.

The undersigned Architect, registered to practice architecture in the State of South Carolina, certifies that these documents reflect, to the best of the Architect's ability, the observable and accessible configuration of the structures as measured by the Architect. They show floor plans and elevations of the joined buildings, and graphically show the dimensions, area and locations of each apartment therein, with the dimensions, areas and location of the common elements affording access to each apartment.

Please don't hesitate to call with any questions and/or comments.

Sincerely,



Chris R. Clark, AIA

CRC/crc

cc: file

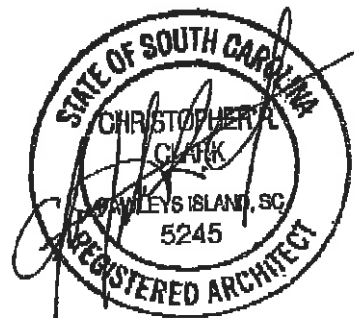


Exhibit "C"

Schedule of Assigned Values and Percentage Interests

This is a schedule of Assigned Values and Percentage Interests in the Common Areas appurtenant to Units in The River Crossing Horizontal Property Regime, Phases I and II. The Assigned Value is for statutory purposes only and has no relationship to the actual value of each Unit.

RIVER CROSSING

Buildings 4, 5 & 12, Units	Statutory Value	Statutory Percentage
411	2,000	2.49221%
412	2,000	2.49221%
413	2,000	2.49221%
414	2,000	2.49221%
415	2,000	2.49221%
NRU410	250	0.31153%
421	2,000	2.49221%
422	2,000	2.49221%
423	2,000	2.49221%
424	2,000	2.49221%
425	2,000	2.49221%
NRU420	250	0.31153%
431	2,000	2.49221%
432	2,000	2.49221%
433	2,000	2.49221%
434	2,000	2.49221%
435	2,000	2.49221%
NRU430	250	0.31153%
511	2,000	2.49221%
512	2,000	2.49221%
513	2,000	2.49221%
514	2,000	2.49221%
NRU510	250	0.31153%
521	2,000	2.49221%
522	2,000	2.49221%
523	2,000	2.49221%
524	2,000	2.49221%
NRU520	250	0.31153%
531	2,000	2.49221%
532	2,000	2.49221%
533	2,000	2.49221%

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FILED
STATE OF SOUTH CAROLINA
COUNTY OF HORRY
2002 MAR 15 AM 11:30

SECOND AMENDMENT TO
MASTER DEED OF THE RIVER CROSSING
HORIZONTAL PROPERTY REGIME

THIS SECOND AMENDMENT TO MASTER DEED OF THE RIVER CROSSING
HORIZONTAL PROPERTY REGIME (the "Second Amendment") is made this 12th day of
March, 2002, by Centex Homes, a Nevada general partnership, hereinafter called
"Developer."

WITNESSETH:

WHEREAS, the Developer, by "Master Deed of The River Crossing Horizontal Property
Regime" dated December 27, 2001, recorded January 23, 2002 in the Office of Recorder of Deeds for
Horry County (the "ROD") in Book 2446 at Page 4, as amended by First Amendment to Master Deed Of
The River Crossing Horizontal Property Regime dated January 23, 2002, and recorded January 24, 2002
in the ROD in Book 2446, at Page 979 (hereinafter referred to, collectively, as the "Master Deed"),
created a horizontal property regime upon certain property situate in Horry County, South Carolina; and

WHEREAS, pursuant to Article 14, Section 14.2 of the Master Deed, the Developer retained the
right to expand the Regime by constructing additional Units on any portion of the Common Area
previously submitted to the Regime; and

WHEREAS, Developer desires to amend the Master Deed to submit to the Regime an additional
Building it has constructed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer does
hereby exercise its right under the Master Deed to expand the Regime by adding as Phase III thereto one
(1) Building, known as Building 9, such Building containing twelve (12) Units, which shall be held,
transferred, sold, conveyed, given, donated, leased and occupied subject to the Master Deed, as amended
by this Second Amendment, and shall be held, transferred, sold, conveyed, given, donated, leased and
occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth
therein, and as further amended hereby, and does further declare as follows:

I. Definitions. The words used in this Second Amendment, unless the context shall clearly indicate
otherwise, shall have the same meanings as set forth in the Master Deed.

II. Addition of Building 9 as Phase III. Exhibit "B" to the Master Deed is hereby amended by the
addition thereto of Exhibit "B-2" attached hereto and made a part hereof by this reference, and the Plans
of the Regime shall include the site plan and floor plans for Building 9 filed as an attachment to this
Second Amendment and referred to in Exhibit "B-2."

III. Amendment of Exhibit "C". Exhibit "C" to the Master Deed, the schedule of Assigned Values
and Percentage Interests for the Regime, is deleted in its entirety; and a new Exhibit "C" which is
attached hereto and made a part hereof by this reference, shall be substituted therefor.

2461-205

IN WITNESS WHEREOF, the Developer has caused this SECOND AMENDMENT TO MASTER DEED OF THE RIVER CROSSING HORIZONTAL PROPERTY REGIME to be executed the day and year first above written.

WITNESSES:

Nancy C Ashmun
Paul Blair

CENTEX HOMES, a
Nevada general partnership

By: [Signature]
Its: Asst. Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named Centex Homes, by Michael Murphy, its Assistant Secretary, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

Nancy C Ashmun
(Witness)

SWORN to and subscribed before me
this 12th day of March, 2002

[Signature]
Notary Public for South Carolina
My Commission Expires: 01-07-09

Exhibit "B-2"

Site Plan and Floor Plans

THE HARBOUR HORIZONTAL PROPERTY REGIME

PHASE III

NOTE

Exhibit "B-2" includes a survey showing the location of Building 9 and other improvements and a set of floor plans of Building 9 which shows graphically the dimensions, area and location of each Unit therein, and the dimensions, area and location affording access to each Unit. The plat has been recorded in Plat Book 182 at Page 121, and the floor plans for Building 9 has been recorded in Condominium Cabinet D at Page 77, Office of the Recorder of Deeds for Horry County, South Carolina. Said Exhibit further includes the matters set forth below. Exhibit "B-2" is deemed to include the attached certification letter by Crescent Architects, LLC, architect of the above referenced plans for Building 9 dated February 25, 2002, attached to this Exhibit B-2 and recorded simultaneously herewith.

The Building, three (3) stories in height, is known as Building 9. Building 9 has twelve (12) two-bedroom Residential Units and three (3) Non-residential Units. The Residential Units are located on the first, second and third floors; one (1) Non-residential Unit is located on each of the first, second and third floors. Each Unit in Building 9 is individually numbered and described as Units 911, 912, 913, 914, NRU910, 921, 922, 923, 924, NRU920, 931, 932, 933, 934 and NRU930.

Residential Unit 911 is located on the Northeast end of the first floor of Building 9. Residential Unit 914 is located on the Northwest end of the first floor of Building 9. Residential Units 912 and 913 are located between Residential Units 911 and 914. The Non-residential Unit, which is shown on the floor plan as NRU910, is located in the Northeast corner of the first floor of Building 9. Residential Unit 921 is located on the Northeast end of the second floor of Building 9. Residential Unit 924 is located on the Northwest end of the second floor of Building 9. Residential Units 922 and 923 are located between Units 921 and 924. The Non-residential Unit, NRU920, is located in the Northeast corner of the second floor. Residential Units 931, 932, 933 and 934 are located above and have the identical floor configuration as Residential Units 921, 922, 923 and 924. Non-residential Unit NRU930 is located directly above and has the same floor configuration as Non-residential Unit NRU920.

The locations of each Unit and the floor plan thereof for Building 9 is graphically shown on the plans of Crescent Builders, LLC, dated February 25, 2002, and the as-built survey of Engineering and Technical Services, Inc. dated March 1, 2002 shows the ground location of Building 9 and the Common Areas, which is and made a part hereof and recorded simultaneously herewith.

As to each Unit: All built-in kitchen appliances, the refrigerator, air conditioner units and condensers and hot water heater located in each Unit are part of the Unit in which they are located and are not Common Areas. The patio or balcony adjacent to each Unit, including the railing thereof, is a Limited Common Area and is subject to restrictions as set forth elsewhere in this Master Deed.

Reference to areas as Common Areas or elements in this paragraph will be in addition to and read in conjunction with the further designations of Common Areas and elements set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit "B-2". The asphalt parking areas designated on the as-built survey are Common Areas.



**CRESCENT
ARCHITECTS, LLC**

PO Box 1676, Pawleys Island, SC 29585
Voice 843/235-0278 - Fax 843/237-3548
email: crescentar@aol.com

February 25, 2002

Mr. Brian Kernaghan
C/O Nexsen Pruet Jacobs Pollard & Robinson, LLP
2411 N. Oak Street Suite 105
Myrtle Beach, South Carolina 29577

RE: Barefoot Landing Resort - River Crossing Building No. 9


Dear Mr. Kernaghan,

This letter is to serve as the Architect's Certification for the above referenced project as requested by you for attachment to the Master Deed.

The undersigned Architect, registered to practice architecture in the State of South Carolina, certifies that these documents reflect, to the best of the Architect's ability, the observable and accessible configuration of the structures as measured by the Architect. They show floor plans and elevations of the joined buildings, and graphically show the dimensions, area and locations of each apartment therein, with the dimensions, areas and location of the common elements affording access to each apartment.

Please don't hesitate to call with any questions and/or comments.

Sincerely,



Chris R. Clark, AIA

CRC/crc

cc: file

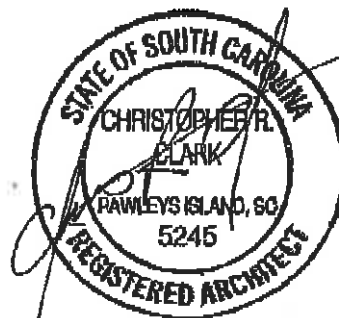


Exhibit "C"

Schedule of Assigned Values and Percentage Interests

This is a schedule of Assigned Values and Percentage Interests in the Common Areas appurtenant to Units in The River Crossing Horizontal Property Regime, Phases I, II and III. The Assigned Value is for statutory purposes only and has no relationship to the actual value of each Unit.

RIVER CROSSING

Buildings 4, 5, 9 & 12, Units	Statutory Value	Statutory Percentage
411	2,000	1.90476%
412	2,000	1.90476%
413	2,000	1.90476%
414	2,000	1.90476%
415	2,000	1.90476%
NRU410	250	0.23810%
421	2,000	1.90476%
422	2,000	1.90476%
423	2,000	1.90476%
424	2,000	1.90476%
425	2,000	1.90476%
NRU420	250	0.23810%
431	2,000	1.90476%
432	2,000	1.90476%
433	2,000	1.90476%
434	2,000	1.90476%
435	2,000	1.90476%
NRU430	250	0.23810%
511	2,000	1.90476%
512	2,000	1.90476%
513	2,000	1.90476%
514	2,000	1.90476%
NRU510	250	0.23810%
521	2,000	1.90476%
522	2,000	1.90476%
523	2,000	1.90476%
524	2,000	1.90476%
NRU520	250	0.23810%
531	2,000	1.90476%
532	2,000	1.90476%
533	2,000	1.90476%

RIVER CROSSING

Buildings 4, 5, 9 & 12, Units	Statutory Value	Statutory Percentage
534	2,000	1.90476%
NRU530	250	0.23810%
911	2,000	1.90476%
912	2,000	1.90476%
913	2,000	1.90476%
914	2,000	1.90476%
NRU910	250	0.23810%
921	2,000	1.90476%
922	2,000	1.90476%
923	2,000	1.90476%
924	2,000	1.90476%
NRU920	250	0.23810%
931	2,000	1.90476%
932	2,000	1.90476%
933	2,000	1.90476%
934	2,000	1.90476%
NRU930	250	0.23810%
1211	2,000	1.90476%
1212	2,000	1.90476%
1213	2,000	1.90476%
1214	2,000	1.90476%
NRU1210	250	0.23810%
1221	2,000	1.90476%
1222	2,000	1.90476%
1223	2,000	1.90476%
1224	2,000	1.90476%
NRU1220	250	0.23810%
1231	2,000	1.90476%
1232	2,000	1.90476%
1233	2,000	1.90476%
1234	2,000	1.90476%
NRU1230	250	0.23810%
	105,000	99.99996%

Buildings 1, 2, 3, 6, 7, 8, 10 and 11, or any of them, may be submitted in any order as Phases IV through XI of The River Crossing Horizontal Property Regime. As each phase is added, the total

Exhibit "B-4"

Site Plan and Floor Plans

THE HARBOUR HORIZONTAL PROPERTY REGIME

PHASE V

NOTE

Exhibit "B-4" includes a survey showing the location of Building 1 and other improvements and a set of floor plans of Building 1 which shows graphically the dimensions, area and location of each Unit therein, and the dimensions, area and location affording access to each Unit. The plat has been recorded in Plat Book 185 at Page 29, and the floor plans for Building 1 has been recorded in Condominium Cabinet D at Page 106, Office of the Recorder of Deeds for Horry County, South Carolina. Said Exhibit further includes the matters set forth below. Exhibit "B-4" is deemed to include the attached certification letter by Crescent Architects, LLC, architect of the above referenced plans for Building 1 dated July 24, 2002, attached to this Exhibit B-4 and recorded simultaneously herewith.

The Building, three (3) stories in height, is known as Building 1. Building 1 has nine (9) two-bedroom Residential Units, six (6) three-bedroom Residential Units and three (3) Non-residential Units. The Residential Units are located on the first, second and third floors; one (1) Non-residential Unit is located on each of the first, second and third floors. Each Unit in Building 1 is individually numbered and described as Units 111, 112, 113, 114, 115, NRU110, 121, 122, 123, 124, 125, NRU120, 131, 132, 133, 134, 135 and NRU130.

Residential Unit 111 is located on the northwest end of the first floor of Building 1. Residential Unit 115 is located on the southeast end of the first floor of Building 1. Residential Units 112, 113 and 114 are located between Residential Units 111 and 115. The Non-residential Unit, which is shown on the floor plan as NRU110, is located directly in the center of the southwest side of the first floor of Building 1. Residential Unit 121, 122, 123, 124 and 125, are located above and have the identical floor configuration as Residential Units 111, 112, 113, 114 and 115. Non-residential Unit NRU120 is located above and has the identical floor configuration as Non-residential Unit NRU120. Residential Units 131, 132, 133, 134 and 135 are located above and have the identical floor configuration as Residential Units 121, 122, 123, 124 and 125. Non-residential Unit NRU130 is located directly above and has the same floor configuration as Non-residential Unit NRU120.

The locations of each Unit and the floor plan thereof for Building 1 is graphically shown on the plans of Crescent Builders, LLC, dated July 24, 2001, and the as-built survey of Engineering and Technical Services, Inc. dated August 5, 2002 shows the ground location of Building 1 and the Common Areas, which is and made a part hereof and recorded simultaneously herewith.

As to each Unit: All built-in kitchen appliances, the refrigerator, air conditioner units and condensers and hot water heater located in each Unit are part of the Unit in which they are located and are not Common Areas. The patio or balcony adjacent to each Unit, including the railing thereof, is a Limited Common Area and is subject to restrictions as set forth elsewhere in this Master Deed.

Reference to areas as Common Areas or elements in this paragraph will be in addition to and read in conjunction with the further designations of Common Areas and elements set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit "B-4". The asphalt parking areas designated on the as-built survey are Common Areas.



**CRESCENT
ARCHITECTS, LLC**

PO Box 1676, Pawleys Island, SC 29585
Voice 843/235-0278 - Fax 843/237-3548
email: crescentar@aol.com

July 24, 2002

Mr. Brian Kernaghan
C/O Nexsen Pruet Jacobs Pollard & Robinson, LLP
2411 N. Oak Street Suite 105
Myrtle Beach, South Carolina 29577

RE: Barefoot Landing Resort - River Crossing Building No. 1

Dear Mr. Kernaghan,

This letter is to serve as the Architect's Certification for the above referenced project as requested by you for attachment to the Master Deed.

The undersigned Architect, registered to practice architecture in the State of South Carolina, certifies that these documents reflect, to the best of the Architect's ability, the observable and accessible configuration of the structures as measured by the Architect. They show floor plans and elevations of the joined buildings, and graphically show the dimensions, area and locations of each apartment therein, with the dimensions, areas and location of the common elements affording access to each apartment.

Please don't hesitate to call with any questions and/or comments.

Sincerely,

Chris R. Clark, AIA

CRC/cro

cc: file

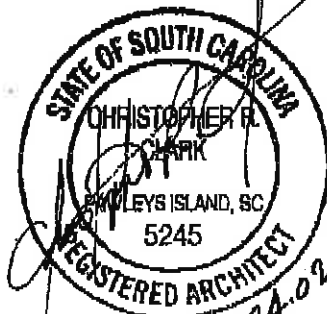


Exhibit "C"

Schedule of Assigned Values and Percentage Interests

This is a schedule of Assigned Values and Percentage Interests in the Common Areas appurtenant to Units in The River Crossing Horizontal Property Regime, Phases I through V. The Assigned Value is for statutory purposes only and has no relationship to the actual value of each Unit.

RIVER CROSSING		
Buildings 1, 4, 5, 9 & 12 Units	Statutory Value	Statutory Percentage
111	2,000	1.24611%
112	2,000	1.24611%
113	2,000	1.24611%
114	2,000	1.24611%
115	2,000	1.24611%
NRU110	250	0.15576%
121	2,000	1.24611%
122	2,000	1.24611%
123	2,000	1.24611%
124	2,000	1.24611%
125	2,000	1.24611%
NRU120	250	0.15576%
131	2,000	1.24611%
132	2,000	1.24611%
133	2,000	1.24611%
134	2,000	1.24611%
135	2,000	1.24611%
NRU130	250	0.15576%
411	2,000	1.24611%
412	2,000	1.24611%
413	2,000	1.24611%
414	2,000	1.24611%
415	2,000	1.24611%
NRU410	250	0.15576%
421	2,000	1.24611%
422	2,000	1.24611%
423	2,000	1.24611%
424	2,000	1.24611%
425	2,000	1.24611%
NRU420	250	0.15576%
431	2,000	1.24611%

RIVER CROSSING		
Buildings 1, 4, 5, 9 & 12 Units	Statutory Value	Statutory Percentage
432	2,000	1.24611%
433	2,000	1.24611%
434	2,000	1.24611%
435	2,000	1.24611%
NRU430	250	0.15576%
511	2,000	1.24611%
512	2,000	1.24611%
513	2,000	1.24611%
514	2,000	1.24611%
NRU510	250	0.15576%
521	2,000	1.24611%
522	2,000	1.24611%
523	2,000	1.24611%
524	2,000	1.24611%
NRU520	250	0.15576%
531	2,000	1.24611%
532	2,000	1.24611%
533	2,000	1.24611%
534	2,000	1.24611%
NRU530	250	0.15576%
911	2,000	1.24611%
912	2,000	1.24611%
913	2,000	1.24611%
914	2,000	1.24611%
NRU910	250	0.15576%
921	2,000	1.24611%
922	2,000	1.24611%
923	2,000	1.24611%
924	2,000	1.24611%
NRU920	250	0.15576%
931	2,000	1.24611%
932	2,000	1.24611%
933	2,000	1.24611%
934	2,000	1.24611%
NRU930	250	0.15576%

RIVER CROSSING		
Buildings 1, 4, 5, 9 & 12 Units	Statutory Value	Statutory Percentage
1111	2,000	1.24611%
1112	2,000	1.24611%
1113	2,000	1.24611%
1114	2,000	1.24611%
NRU1110	250	0.15576%
1121	2,000	1.24611%
1122	2,000	1.24611%
1123	2,000	1.24611%
1124	2,000	1.24611%
NRU1120	250	0.15576%
1131	2,000	1.24611%
1132	2,000	1.24611%
1133	2,000	1.24611%
1134	2,000	1.24611%
NRU1130	250	0.15576%
1211	2,000	1.24611%
1212	2,000	1.24611%
1213	2,000	1.24611%
1214	2,000	1.24611%
NRU1210	250	0.15576%
1221	2,000	1.24611%
1222	2,000	1.24611%
1223	2,000	1.24611%
1224	2,000	1.24611%
NRU1220	250	0.15576%
1231	2,000	1.24611%
1232	2,000	1.24611%
1233	2,000	1.24611%
1234	2,000	1.24611%
NRU1230	250	0.15576%
TOTAL	160,500	100.00026%

Buildings 2, 3, 6, 7, 8 and 10, or any of them, may be submitted in any order as Phases VI through XI of The River Crossing Horizontal Property Regime. As each phase is added, the total Assigned Value of all phases submitted and constituting The River Crossing Horizontal Property Regime at that time and the Percentage Interest of each Unit may be determined. In determining the Percentage

Interest of each Unit, a formula is employed using the Assigned Value of each Unit set forth in this Exhibit "C", as amended for each phase added, as the numerator and the total Assigned Values of all Units (including the phase being submitted and all phases previously submitted to the Regime) as the denominator. The resulting fraction will then be expressed as a percentage rounded to the nearest .00001. The total Assigned Values assigned to each Building that may be constructed and submitted to the Regime as phases VI through XI, if constructed and submitted, will be in accordance with the following schedule.

Total Assigned Values in Building 1 Submitted Herewith	\$ 30,750.00
Total Assigned Values in Building 11 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 9 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 4 Submitted Previously	\$ 30,750.00
Total Assigned Values in Building 5 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 12 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 2	\$ 30,750.00
Total Assigned Values in Building 3	\$ 30,750.00
Total Assigned Values in Building 6	\$ 24,750.00
Total Assigned Values in Building 7	\$ 24,750.00
Total Assigned Values in Building 8	\$ 24,750.00
Total Assigned Values in Building 10	<u>\$ 24,750.00</u>

Total Assigned Values of the Project, If All Phases Are Constructed and Submitted	<u>\$ 321,000.00</u>
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As an example, if Building 3 composed of fifteen (15) Residential Units and 3 Non-residential Units, is added as Phase VI, the total Assigned Values in Phases I through V (\$160,500) would be added to the additional Assigned Values in Phase VI (\$30,750), so that, following submission the total Assigned Values in Phases I through V would be \$191,250. To determine the Percentage Interest of Unit 331 if Phase VI is added to Phases I through V and those six (6) phases constitute the entire Regime, the following formula would be used:

$$\frac{\text{ASSIGNED VALUE}}{\text{TOTAL ASSIGNED VALUES}} = \frac{\$2,000}{\$191,250} = 1.04575 \%$$

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

FILED
HORRY COUNTY
THIRD AMENDMENT TO
MASTER DEED OF THE RIVER CROSSING
HORIZONTAL PROPERTY REGIME
JUN 12 2002 PM 12:55

THIS THIRD AMENDMENT TO MASTER DEED OF THE RIVER CROSSING
HORIZONTAL PROPERTY REGIME (the "Third Amendment") is made this 11th day of
April, 2002, by Centex Homes, a Nevada general partnership, hereinafter called
"Developer."

WITNESSETH:

WHEREAS, the Developer, by "Master Deed of The River Crossing Horizontal Property Regime" dated December 27, 2001, recorded January 23, 2002 in the Office of Recorder of Deeds for Horry County (the "ROD") in Book 2446 at Page 4; as amended by First Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated January 23, 2002, and recorded January 24, 2002 in the ROD in Book 2446, at Page 979; and as amended by Second Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated March 12, 2002, and recorded March 15, 2002 in the ROD in Book 2461, at Page 205 (hereinafter referred to, collectively, as the "Master Deed"), created a horizontal property regime upon certain property situate in Horry County, South Carolina; and

WHEREAS, pursuant to Article 14, Section 14.2 of the Master Deed, the Developer retained the right to expand the Regime by constructing additional Units on any portion of the Common Area previously submitted to the Regime; and

WHEREAS, Developer desires to amend the Master Deed to submit to the Regime an additional Building it has constructed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer does hereby exercise its right under the Master Deed to expand the Regime by adding as Phase IV thereto one (1) Building, known as Building 11, such Building containing twelve (12) Units, which shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the Master Deed, as amended by this Third Amendment, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth therein, and as further amended hereby, and does further declare as follows:

I. Definitions. The words used in this Third Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Master Deed.

II. Addition of Building 11 as Phase IV. Exhibit "B" to the Master Deed is hereby amended by the addition thereto of Exhibit "B-3" attached hereto and made a part hereof by this reference, and the Plans of the Regime shall include the site plan and floor plans for Building 11 filed as an attachment to this Third Amendment and referred to in Exhibit "B-3."

III. Amendment of Exhibit "C". Exhibit "C" to the Master Deed, the schedule of Assigned Values and Percentage Interests for the Regime, is deleted in its entirety; and a new Exhibit "C" which is attached hereto and made a part hereof by this reference, shall be substituted therefor.

IN WITNESS WHEREOF, the Developer has caused this THIRD AMENDMENT TO MASTER DEED OF THE RIVER CROSSING HORIZONTAL PROPERTY REGIME to be executed the day and year first above written.

WITNESSES:

Nancy C. Ashburn
Frank Blain

CENTEX HOMES, a
Nevada general partnership

By: [Signature]

Its: Asst. Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named Centex Homes, by Mike Murphy, its ASSISTANT SECRETARY, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

Nancy C. Ashburn
(Witness)

SWORN to and subscribed before me
this 11th day of April, 2002

Frank Blain
Notary Public for South Carolina
My Commission Expires: 01-07-09

Exhibit "B-3"

Site Plan and Floor Plans

THE HARBOUR HORIZONTAL PROPERTY REGIME

PHASE IV

NOTE

Exhibit "B-3" includes a survey showing the location of Building 11 and other improvements and a set of floor plans of Building 11 which shows graphically the dimensions, area and location of each Unit therein, and the dimensions, area and location affording access to each Unit. The plat has been recorded in Plat Book 182 at Page 249, and the floor plans for Building 11 has been recorded in Condominium Cabinet D at Page 84, Office of the Recorder of Deeds for Horry County, South Carolina. Said Exhibit further includes the matters set forth below. Exhibit "B-3" is deemed to include the attached certification letter by Crescent Architects, LLC, architect of the above referenced plans for Building 11 dated March 27, 2002, attached to this Exhibit B-3 and recorded simultaneously herewith.

The Building, three (3) stories in height, is known as Building 11. Building 11 has twelve (12) two-bedroom Residential Units and three (3) Non-residential Units. The Residential Units are located on the first, second and third floors; one (1) Non-residential Unit is located on each of the first, second and third floors. Each Unit in Building 11 is individually numbered and described as Units 1111, 1112, 1113, 1114, NRU1110, 1121, 1122, 1123, 1124, NRU1120, 1131, 1132, 1133, 1134 and NRU1130.

Residential Unit 1111 is located on the East end of the first floor of Building 11. Residential Unit 1114 is located on the West end of the first floor of Building 11. Residential Units 1112 and 1113 are located between Residential Units 1111 and 1114. The Non-residential Unit, which is shown on the floor plan as NRU1110, is located in the East corner of the first floor of Building 11. Residential Unit 1121 is located on the East end of the second floor of Building 11. Residential Unit 1124 is located on the West end of the second floor of Building 11. Residential Units 1122 and 1123 are located between Units 1121 and 1124. The Non-residential Unit, NRU1120, is located in the East corner of the second floor. Residential Units 1131, 1132, 1133 and 1134 are located above and have the identical floor configuration as Residential Units 1121, 1122, 1123 and 1124. Non-residential Unit NRU1130 is located directly above and has the same floor configuration as Non-residential Unit NRU1120.

The locations of each Unit and the floor plan thereof for Building 11 is graphically shown on the plans of Crescent Builders, LLC, dated November 30, 2001, and the as-built survey of Engineering and Technical Services, Inc. dated March 1, 2002 shows the ground location of Building 11 and the Common Areas, which is and made a part hereof and recorded simultaneously herewith.

As to each Unit: All built-in kitchen appliances, the refrigerator, air conditioner units and condensers and hot water heater located in each Unit are part of the Unit in which they are located and are not Common Areas. The patio or balcony adjacent to each Unit, including the railing thereof, is a Limited Common Area and is subject to restrictions as set forth elsewhere in this Master Deed.

Reference to areas as Common Areas or elements in this paragraph will be in addition to and read in conjunction with the further designations of Common Areas and elements set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit "B-3". The asphalt parking areas designated on the as-built survey are Common Areas.

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**CRESCENT
ARCHITECTS, LLC**

PO Box 1676, Pawleys Island, SC 29585
Voice 843/235-0278 ~ Fax 843/237-3548
email: crescentar@aol.com

March 27, 2002

Mr. Brian Kernaghan
C/O Nexsen Pruet Jacobs Pollard & Robinson, LLP
2411 N. Oak Street Suite 105
Myrtle Beach, South Carolina 29577

RE: Barefoot Landing Resort – River Crossing Building No. 11


Dear Mr. Kernaghan,

This letter is to serve as the Architect's Certification for the above referenced project as requested by you for attachment to the Master Deed.

The undersigned Architect, registered to practice architecture in the State of South Carolina, certifies that these documents reflect, to the best of the Architect's ability, the observable and accessible configuration of the structures as measured by the Architect. They show floor plans and elevations of the joined buildings, and graphically show the dimensions, area and locations of each apartment therein, with the dimensions, areas and location of the common elements affording access to each apartment.

Please don't hesitate to call with any questions and/or comments.

Sincerely,


Chris R. Clark, AIA

CRC/crc

cc: file

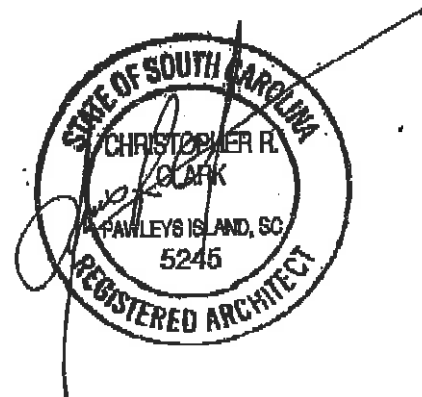


Exhibit "C"

Schedule of Assigned Values and Percentage Interests

This is a schedule of Assigned Values and Percentage Interests in the Common Areas appurtenant to Units in The River Crossing Horizontal Property Regime, Phases I through IV. The Assigned Value is for statutory purposes only and has no relationship to the actual value of each Unit.

RIVER CROSSING

Buildings 4, 5, 9, 11 & 12, Units	Statutory Value	Statutory Percentage
411	2,000	1.54143%
412	2,000	1.54143%
413	2,000	1.54143%
414	2,000	1.54143%
415	2,000	1.54143%
NRU410	250	0.19268%
421	2,000	1.54143%
422	2,000	1.54143%
423	2,000	1.54143%
424	2,000	1.54143%
425	2,000	1.54143%
NRU420	250	0.19268%
431	2,000	1.54143%
432	2,000	1.54143%
433	2,000	1.54143%
434	2,000	1.54143%
435	2,000	1.54143%
NRU430	250	0.19268%
511	2,000	1.54143%
512	2,000	1.54143%
513	2,000	1.54143%
514	2,000	1.54143%
NRU510	250	0.19268%
521	2,000	1.54143%
522	2,000	1.54143%
523	2,000	1.54143%
524	2,000	1.54143%
NRU520	250	0.19268%
531	2,000	1.54143%
532	2,000	1.54143%
533	2,000	1.54143%

RIVER CROSSING

Buildings 4, 5, 9, 11 & 12, Units	Statutory Value	Statutory Percentage
534	2,000	1.54143%
NRU530	250	0.19268%
911	2,000	1.54143%
912	2,000	1.54143%
913	2,000	1.54143%
914	2,000	1.54143%
NRU910	250	0.19268%
921	2,000	1.54143%
922	2,000	1.54143%
923	2,000	1.54143%
924	2,000	1.54143%
NRU920	250	0.19268%
931	2,000	1.54143%
932	2,000	1.54143%
933	2,000	1.54143%
934	2,000	1.54143%
NRU930	250	0.19268%
1111	2,000	1.54143%
1112	2,000	1.54143%
1113	2,000	1.54143%
1114	2,000	1.54143%
NRU1110	250	0.19268%
1121	2,000	1.54143%
1122	2,000	1.54143%
1123	2,000	1.54143%
1124	2,000	1.54143%
NRU1120	250	0.19268%
1131	2,000	1.54143%
1132	2,000	1.54143%
1133	2,000	1.54143%
1134	2,000	1.54143%
NRU1130	250	0.19268%
1211	2,000	1.54143%
1212	2,000	1.54143%
1213	2,000	1.54143%
1214	2,000	1.54143%

RIVER CROSSING

<u>Buildings 4, 5, 9, 11 & 12, Units</u>	<u>Statutory Value</u>	<u>Statutory Percentage</u>
NRU1210	250	0.19268%
1221	2,000	1.54143%
1222	2,000	1.54143%
1223	2,000	1.54143%
1224	2,000	1.54143%
NRU1220	250	0.19268%
1231	2,000	1.54143%
1232	2,000	1.54143%
1233	2,000	1.54143%
1234	2,000	1.54143%
NRU1230	250	0.19268%
	<u>129,750</u>	<u>100.00029%</u>

Buildings 1, 2, 3, 6, 7, 8 and 10, or any of them, may be submitted in any order as Phases V through XI of The River Crossing Horizontal Property Regime. As each phase is added, the total Assigned Value of all phases submitted and constituting The River Crossing Horizontal Property Regime at that time and the Percentage Interest of each Unit may be determined. In determining the Percentage Interest of each Unit, a formula is employed using the Assigned Value of each Unit set forth in this Exhibit "C", as amended for each phase added, as the numerator and the total Assigned Values of all Units (including the phase being submitted and all phases previously submitted to the Regime) as the denominator. The resulting fraction will then be expressed as a percentage rounded to the nearest .00001. The total Assigned Values assigned to each Building that may be constructed and submitted to the Regime as phases V through XI, if constructed and submitted, will be in accordance with the following schedule.

Total Assigned Values in Building 11 Submitted Herewith	\$ 24,750.00
Total Assigned Values in Building 9 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 4 Submitted Previously	\$ 30,750.00
Total Assigned Values in Building 5 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 12 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 1	\$ 30,750.00
Total Assigned Values in Building 2	\$ 30,750.00
Total Assigned Values in Building 3	\$ 30,750.00
Total Assigned Values in Building 6	\$ 24,750.00
Total Assigned Values in Building 7	\$ 24,750.00
Total Assigned Values in Building 8	\$ 24,750.00
Total Assigned Values in Building 10	<u>\$ 24,750.00</u>

Total Assigned Values of the Project, If All Phases Are Constructed and Submitted	<u>\$ 321,000.00</u>
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As an example, if Building 3 composed of fifteen (15) Residential Units and 3 Non-residential Units, is added as Phase V, the total Assigned Values in Phases I through IV (\$129,750) would be added to the additional Assigned Values in Phase V (\$30,750), so that, following submission the total Assigned Values in Phases I through V would be \$160,500. To determine the Percentage Interest of Unit 331 if Phase V is added to Phases I through IV and those five (3) phases constitute the entire Regime, the following formula would be used:

$$\frac{\text{ASSIGNED VALUE}}{\text{TOTAL ASSIGNED VALUES}} = \frac{\$2,000}{\$160,500} = 1.24611\%$$

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FILED
STATE OF SOUTH CAROLINA COUNTY OF HORRY
2002 AUG 14 PM 3:39
FOURTH AMENDMENT TO
MASTER DEED OF THE RIVER CROSSING
HORIZONTAL PROPERTY REGIME

THIS FOURTH AMENDMENT TO MASTER DEED OF THE RIVER CROSSING HORIZONTAL PROPERTY REGIME (the "Fourth Amendment") is made this 12th day of August, 2002, by Centex Homes, a Nevada general partnership, hereinafter called "Developer."

W I T N E S S E T H:

WHEREAS, the Developer, by "Master Deed of The River Crossing Horizontal Property Regime" dated December 27, 2001, recorded January 23, 2002 in the Office of Recorder of Deeds for Horry County (the "ROD") in Book 2446 at Page 4; as amended by First Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated January 23, 2002, and recorded January 24, 2002 in the ROD in Book 2446, at Page 979; as amended by Second Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated March 12, 2002, and recorded March 15, 2002 in the ROD in Book 2461, at Page 205; and as amended by Third Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated April 11, 2002, and recorded April 16, 2002 in the ROD in Book 2471, at Page 515 (hereinafter referred to, collectively, as the "Master Deed"), created a horizontal property regime upon certain property situate in Horry County, South Carolina; and

WHEREAS, pursuant to Article 14, Section 14.2 of the Master Deed, the Developer retained the right to expand the Regime by constructing additional Units on any portion of the Common Area previously submitted to the Regime; and

WHEREAS, Developer desires to amend the Master Deed to submit to the Regime an additional Building it has constructed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer does hereby exercise its right under the Master Deed to expand the Regime by adding as Phase V thereto one (1) Building, known as Building 1, such Building containing fifteen (15) Residential Units and three (3) Non-residential Units, which shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the Master Deed, as amended by this Fourth Amendment, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth therein, and as further amended hereby, and does further declare as follows:

I. Definitions. The words used in this Fourth Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Master Deed.

II. Addition of Building 1 as Phase V. Exhibit "B" to the Master Deed is hereby amended by the addition thereto of Exhibit "B-4" attached hereto and made a part hereof by this reference, and the Plans of the Regime shall include the site plan and floor plans for Building 1 filed as an attachment to this Fourth Amendment and referred to in Exhibit "B-4."

III. Amendment of Exhibit "C". Exhibit "C" to the Master Deed, the schedule of Assigned Values and Percentage Interests for the Regime, is deleted in its entirety; and a new Exhibit "C" which is attached hereto and made a part hereof by this reference, shall be substituted therefor.

2509-370

IN WITNESS WHEREOF, the Developer has caused this FOURTH AMENDMENT TO MASTER DEED OF THE RIVER CROSSING HORIZONTAL PROPERTY REGIME to be executed the day and year first above written.

WITNESSES:

Brent F. Thompson
Paul Blair

CENTEX HOMES, a
Nevada general partnership

By: Michael Murphy

Its: Asst. Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named Centex Homes, by Michael Murphy, its Assistant Secretary, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

Brent F. Thompson
(Witness)

SWORN to and subscribed before me
this 12th day of August, 2002

Paul Blair
Notary Public for South Carolina
My Commission Expires: 01-07-09

CLONED COPY

STATE OF SOUTH CAROLINA, FILED
HORRY COUNTY, SC
COUNTY OF HORRY 2002 AUG 28 AM 11:20
FIFTH AMENDMENT TO
MASTER DEED OF THE RIVER CROSSING
HORIZONTAL PROPERTY REGIME

THIS FIFTH AMENDMENT TO MASTER DEED OF THE RIVER CROSSING
HORIZONTAL PROPERTY REGIME (the "Fifth Amendment") is made this 23rd day of
August, 2002, by Centex Homes, a Nevada general partnership, hereinafter called "Developer."

W I T N E S S E T H:

WHEREAS, the Developer, by "Master Deed of The River Crossing Horizontal Property Regime" dated December 27, 2001, recorded January 23, 2002 in the Office of Recorder of Deeds for Horry County (the "ROD") in Book 2446 at Page 4; as amended by First Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated January 23, 2002, and recorded January 24, 2002 in the ROD in Book 2446, at Page 979; as amended by Second Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated March 12, 2002, and recorded March 15, 2002 in the ROD in Book 2461, at Page 205; as amended by Third Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated April 11, 2002, and recorded April 16, 2002 in the ROD in Book 2471, at Page 515; and as amended by Fourth Amendment to Master Deed Of The River Crossing Horizontal Property Regime dated August 12, 2002, and recorded August 14, 2002 in the ROD in Book 2509 at Page 370 (hereinafter referred to, collectively, as the "Master Deed"), created a horizontal property regime upon certain property situate in Horry County, South Carolina; and

WHEREAS, pursuant to Article 14, Section 14.2 of the Master Deed, the Developer retained the right to expand the Regime by constructing additional Units on any portion of the Common Area previously submitted to the Regime; and

WHEREAS, Developer desires to amend the Master Deed to submit to the Regime an additional Building it has constructed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer does hereby exercise its right under the Master Deed to expand the Regime by adding as Phase VI thereto one (1) Building, known as Building 6, such Building containing twelve (12) Residential Units and three (3) Non-residential Units, which shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the Master Deed, as amended by this Fifth Amendment, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth therein, and as further amended hereby, and does further declare as follows:

I. Definitions. The words used in this Fifth Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Master Deed.

II. Addition of Building 6 as Phase VI. Exhibit "B" to the Master Deed is hereby amended by the addition thereto of Exhibit "B-5" attached hereto and made a part hereof by this reference, and the Plans of the Regime shall include the site plan and floor plans for Building 6 filed as an attachment to this Fifth Amendment and referred to in Exhibit "B-5."

III. Amendment of Exhibit "C". Exhibit "C" to the Master Deed, the schedule of Assigned Values and Percentage Interests for the Regime, is deleted in its entirety; and a new Exhibit "C" which is attached hereto and made a part hereof by this reference, shall be substituted therefor.

2513-719

IN WITNESS WHEREOF, the Developer has caused this FIFTH AMENDMENT TO MASTER DEED OF THE RIVER CROSSING HORIZONTAL PROPERTY REGIME to be executed the day and year first above written.

WITNESSES:

Paul Blair
Jana Long

CENTEX HOMES, a
Nevada general partnership

By: [Signature]

Its: Asst. Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named Centex Homes, by Michael Murphy, its Assistant Secretary, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

[Signature]
(Witness)

SWORN to and subscribed before me
this 23rd day of August, 2002

Paul Blair
Notary Public for South Carolina
My Commission Expires: 01-07-09

Exhibit "B-5"

Site Plan and Floor Plans

THE HARBOUR HORIZONTAL PROPERTY REGIME

PHASE VI

NOTE

Exhibit "B-5" includes a survey showing the location of Building 6 and other improvements and a set of floor plans of Building 6 which shows graphically the dimensions, area and location of each Unit therein, and the dimensions, area and location affording access to each Unit. The plat has been recorded in Plat Book 185 at Page 83, and the floor plans for Building 6 has been recorded in Condominium Cabinet D at Page 108, Office of the Recorder of Deeds for Horry County, South Carolina. Said Exhibit further includes the matters set forth below. Exhibit "B-5" is deemed to include the attached certification letter by Crescent Architects, LLC, architect of the above referenced plans for Building 6 dated August 8, 2002, attached to this Exhibit B-5 and recorded simultaneously herewith.

The Building, three (3) stories in height, is known as Building 6. Building 6 has twelve (12) two-bedroom Residential Units, and three (3) Non-residential Units. The Residential Units are located on the first, second and third floors; one (1) Non-residential Unit is located on each of the first, second and third floors. Each Unit in Building 6 is individually numbered and described as Units 611, 612, 613, 614, NRU610, 621, 622, 623, 624, NRU620, 631, 632, 633, 634, and NRU630.

Residential Unit 611 is located on the eastern end of the first floor of Building 6. Residential Unit 614 is located on the western end of the first floor of Building 6. Residential Units 612 and 613 are located between Residential Units 611 and 615. The Non-residential Unit, which is shown on the floor plan as NRU610, is located on the eastern end of the first floor of Building 6 off the Common Area landing. Residential Unit 621, 622, 623, and 624 are located above and have the identical floor configuration as Residential Units 611, 612, 613, and 614. Non-residential Unit NRU620 is located above and has the identical floor configuration as Non-residential Unit NRU610. Residential Units 631, 632, 633, and 634 are located above and have the identical floor configuration as Residential Units 621, 622, 623, and 624. Non-residential Unit NRU630 is located directly above and has the same floor configuration as Non-residential Unit NRU620.

The locations of each Unit and the floor plan thereof for Building 6 is graphically shown on the plans of Crescent Builders, LLC, dated August 8, 2002, and the as-built survey of Engineering and Technical Services, Inc. dated August 5, 2002 shows the ground location of Building 6 and the Common Areas, which is and made a part hereof and recorded simultaneously herewith.

As to each Unit: All built-in kitchen appliances, the refrigerator, air conditioner units and condensers and hot water heater located in each Unit are part of the Unit in which they are located and are not Common Areas. The patio or balcony adjacent to each Unit, including the railing thereof, is a Limited Common Area and is subject to restrictions as set forth elsewhere in this Master Deed.

Reference to areas as Common Areas or elements in this paragraph will be in addition to and read in conjunction with the further designations of Common Areas and elements set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit "B-5". The asphalt parking areas designated on the as-built survey are Common Areas.



CRESCENT ARCHITECTS, LLC

PO Box 1676, Pawleys Island, SC 29585
Voice 843/235-0278 - Fax 843/237-3548
email: crescentar@aol.com

August 8, 2002

Mr. Brian Kernaghan
C/O Nexsen Pruet Jacobs Pollard & Robinson, LLP
2411 N. Oak Street Suite 105
Myrtle Beach, South Carolina 29577

RE: Barefoot Landing Resort - River Crossing Building No. 6


Dear Mr. Kernaghan,

This letter is to serve as the Architect's Certification for the above referenced project as requested by you for attachment to the Master Deed.

The undersigned Architect, registered to practice architecture in the State of South Carolina, certifies that these documents reflect, to the best of the Architect's ability, the observable and accessible configuration of the structures as measured by the Architect. They show floor plans and elevations of the joined buildings, and graphically show the dimensions, area and locations of each apartment therein, with the dimensions, areas and location of the common elements affording access to each apartment.

Please don't hesitate to call with any questions and/or comments.

Sincerely,


Chris R. Clark, AIA

CRC/crc

cc: file

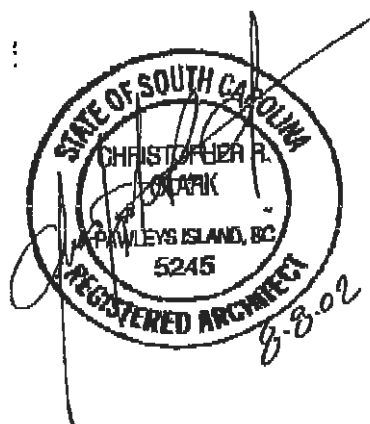


Exhibit "C"

Schedule of Assigned Values and Percentage Interests

This is a schedule of Assigned Values and Percentage Interests in the Common Areas appurtenant to Units in The River Crossing Horizontal Property Regime, Phases I through VI. The Assigned Value is for statutory purposes only and has no relationship to the actual value of each Unit.

RIVER CROSSING		
Buildings 1, 4, 5, 6, 9 & 12 Units	Statutory Value	Statutory Percentage
111	2,000	1.07962%
112	2,000	1.07962%
113	2,000	1.07962%
114	2,000	1.07962%
115	2,000	1.07962%
NRU110	250	0.13495%
121	2,000	1.07962%
122	2,000	1.07962%
123	2,000	1.07962%
124	2,000	1.07962%
125	2,000	1.07962%
NRU120	250	0.13495%
131	2,000	1.07962%
132	2,000	1.07962%
133	2,000	1.07962%
134	2,000	1.07962%
135	2,000	1.07962%
NRU130	250	0.13495%
411	2,000	1.07962%
412	2,000	1.07962%
413	2,000	1.07962%
414	2,000	1.07962%
415	2,000	1.07962%
NRU410	250	0.13495%
421	2,000	1.07962%
422	2,000	1.07962%
423	2,000	1.07962%
424	2,000	1.07962%
425	2,000	1.07962%
NRU420	250	0.13495%
431	2,000	1.07962%

RIVER CROSSING		
Buildings 1, 4, 5, 6, 9 & 12 Units	Statutory Value	Statutory Percentage
432	2,000	1.07962%
433	2,000	1.07962%
434	2,000	1.07962%
435	2,000	1.07962%
NRU430	250	0.13495%
511	2,000	1.07962%
512	2,000	1.07962%
513	2,000	1.07962%
514	2,000	1.07962%
NRU510	250	0.13495%
521	2,000	1.07962%
522	2,000	1.07962%
523	2,000	1.07962%
524	2,000	1.07962%
NRU520	250	0.13495%
531	2,000	1.07962%
532	2,000	1.07962%
533	2,000	1.07962%
534	2,000	1.07962%
NRU530	250	0.13495%
611	2,000	1.07962%
612	2,000	1.07962%
613	2,000	1.07962%
614	2,000	1.07962%
NRU610	250	0.13495%
621	2,000	1.07962%
622	2,000	1.07962%
623	2,000	1.07962%
624	2,000	1.07962%
NRU620	250	0.13495%
631	2,000	1.07962%
632	2,000	1.07962%
633	2,000	1.07962%
634	2,000	1.07962%
NRU630	250	0.13495%

RIVER CROSSING		
Buildings 1, 4, 5, 6, 9 & 12 Units	Statutory Value	Statutory Percentage
1111	2,000	1.07962%
1112	2,000	1.07962%
1113	2,000	1.07962%
1114	2,000	1.07962%
NRU1110	250	0.13495%
1121	2,000	1.07962%
1122	2,000	1.07962%
1123	2,000	1.07962%
1124	2,000	1.07962%
NRU1120	250	0.13495%
1131	2,000	1.07962%
1132	2,000	1.07962%
1133	2,000	1.07962%
1134	2,000	1.07962%
NRU1130	250	0.13495%
1211	2,000	1.07962%
1212	2,000	1.07962%
1213	2,000	1.07962%
1214	2,000	1.07962%
NRU1210	250	0.13495%
1221	2,000	1.07962%
1222	2,000	1.07962%
1223	2,000	1.07962%
1224	2,000	1.07962%
NRU1220	250	0.13495%
1231	2,000	1.07962%
1232	2,000	1.07962%
1233	2,000	1.07962%
1234	2,000	1.07962%
NRU1230	250	0.13495%
	185,250	99.99975%

Buildings 2, 3, 7, 8 and 10, or any of them, may be submitted in any order as Phases VII through XI of The River Crossing Horizontal Property Regime. As each phase is added, the total Assigned Value of all phases submitted and constituting The River Crossing Horizontal Property Regime at that time and the Percentage Interest of each Unit may be determined. In determining the Percentage Interest of each

Assigned Value of all phases submitted and constituting The River Crossing Horizontal Property Regime at that time and the Percentage Interest of each Unit may be determined. In determining the Percentage Interest of each Unit, a formula is employed using the Assigned Value of each Unit set forth in this Exhibit "C", as amended for each phase added, as the numerator and the total Assigned Values of all Units (including the phase being submitted and all phases previously submitted to the Regime) as the denominator. The resulting fraction will then be expressed as a percentage rounded to the nearest .00001. The total Assigned Values assigned to each Building that may be constructed and submitted to the Regime as phases IV through XI, if constructed and submitted, will be in accordance with the following schedule.

Total Assigned Values in Building 9 Submitted Herewith	\$ 24,750.00
Total Assigned Values in Building 4 Submitted Previously	\$ 30,750.00
Total Assigned Values in Building 5 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 12 Submitted Previously	\$ 24,750.00
Total Assigned Values in Building 1	\$ 30,750.00
Total Assigned Values in Building 2	\$ 30,750.00
Total Assigned Values in Building 3	\$ 30,750.00
Total Assigned Values in Building 6	\$ 24,750.00
Total Assigned Values in Building 7	\$ 24,750.00
Total Assigned Values in Building 8	\$ 24,750.00
Total Assigned Values in Building 10	\$ 24,750.00
Total Assigned Values in Building 11	<u>\$ 24,750.00</u>

Total Assigned Values of the Project, If All Phases Are Constructed and Submitted	<u>\$ 321,000.00</u>
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As an example, if Building 3 composed of fifteen (15) Residential Units and 3 Non-residential Units, is added as Phase IV, the total Assigned Values in Phases I, II and III (\$105,000) would be added to the additional Assigned Values in Phase IV (\$30,750), so that, following submission the total Assigned Values in Phases I, II, III and IV would be \$135,750. To determine the Percentage Interest of Unit 331 if Phase IV is added to Phases I, II and III and those three (3) phases constitute the entire Regime, the following formula would be used:

$$\frac{\text{ASSIGNED VALUE}}{\text{TOTAL ASSIGNED VALUES}} = \frac{\$2,000}{\$135,750} = 1.47330\%$$