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10, S.C. CODE OF LAWS OF 1976, AS AMENDED.

MASTER DEED

THE HAVENS HORIZONTAL PROPERTY REGIME

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

TO ALL WHOM THESE PRESENT MAY COME:

WHEREAS, Centex Homes (the "Developer") is a Nevada general partnership having a 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 in Horry County, South Carolina, in the planned community known as "Barefoot Resort;" 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 HAVENS HORIZONTAL PROPERTY REGIME, subject to the following, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO WITHDRAW UNIMPROVED PORTIONS OF THE LAND PURSUANT TO SECTION 14.2(b):

ARTICLE I

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 Havens 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 Units.

"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 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 Units, even though owned by the Association.

6. The Project's Storm Water Management System.

7. The Project's pool and associated amenity center facilities.

8. Gatehouse or other controlled access facilities.

9. Signage and access ways.

10. Any other amenity or recreational facility constructed as part of the Project; provided, nothing herein shall obligate the Developer to construct or install any such other amenities or recreational facilities.

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; (d) reasonable

reserves established for the payment of any of the foregoing, and (e) the costs and expenses of insuring the Project

"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, both individually and collectively, all that certain piece, parcel and tract of land located adjacent to the Project and identified as "Love Course" and all that certain piece, parcel and tract of land located adjacent to the Project and identified as "Norman Course," each of which land is operated at the date this 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 each such described 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; and the balcony adjacent to the Unit. The term shall specifically include the items discussed in Section 3.4.

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

"Master Declaration" means the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties recorded in Book 2251, Page 384, as amended from time to time.

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

"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.

"Storm Water Management System" means the system which is designed, constructed, and implemented for the Project to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted or required pursuant to the applicable requirements of the applicable governmental authorities. Such system shall include any lake, pond, lagoon, retention or detention area, any drainage easements and storm water piping systems, drains, catch basins and other related apparatus and facilities intended to provide storm water management and control for the Project.

"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, 2010; or
2. Three (3) months after the conveyance in the ordinary course of Developer's business of Units representing ninety-five percent (95%) of the Assigned Values of Units to be contained in all phases of the Project and shown in Exhibit "C" of this Master Deed, as the same may be amended as a result of any such expansion pursuant to Section 14.2 hereof; 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.

ARTICLE II

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 Regime Documents, as the same may be amended from time to time, will govern the Association and the Owners.

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 telephone service for the entire Regime; provided, however, that the term of the contract will not exceed the shortest term for which service provider will contract at a rate less than may be procured by Owners individually from the same telephone service provider and for services and at rates competitive with those offered by competing regulated and unregulated telephone service providers available to the Regime's Owners; and

(iv) Any contract for master cable television services and equipment, including broadband communications access, or satellite dish television services and equipment for the entire Regime; provided, however, that the term of the contract will not exceed the shortest term for which such cable or satellite service provider will contract at a rate less than may be procured by Owners individually from the same service provider and for such services and at rates competitive with those offered by competing cable and satellite service providers available to the Regime's Owners; and

(v) Any contract for the sale or lease of burglar and/or fire alarm equipment, installation and/or services for the entire Regime; provided, however, that the term of the contract will not exceed the shortest term for which such burglar and/or fire alarm service provider will contract at a rate less than may be procured by Owners individually from the same service provider and for such services and at rates competitive with those offered by competing burglar and/or fire alarm service providers available to the Regime's Owners.

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 financial statements for such fiscal year to be prepared (but not necessarily certified) by a licensed public accountant. 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 applicable Master Association on behalf of the Unit Owners in accordance with any provisions in the recorded Master Declaration providing therefor, as any 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.

ARTICLE III

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 Fairway Townes Limited Common Area for Patio Extension and Landscaping.

Anything to the contrary contained herein notwithstanding, ownership of each Residential Unit in a Fairway Townes Building will entitle the Owner or Owners thereof to the exclusive use of the Limited Common Area adjacent and appurtenant to such Residential Unit, which exclusive use may be delegated by such Owner to persons who reside in the Residential 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. Except as set forth in subparagraph (i) hereto regarding the Limited Common Area behind each Unit that the Owner does not use for expansion of the Owner's patio or enclosed porch or to provide his or her own landscaping to such 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.

(i) Area at Rear of Fairway Townes Residential Unit for Patio Expansion.

As part of the original construction of a Fairway Townes Building, the Developer shall construct at the rear of each Residential Unit a patio, which an Owner may enclose as a porch. There shall exist at the rear of each Fairway Townes Residential Unit a Limited Common Area adjacent to the enclosed porch originally constructed by the Developer or added by the Owner, or from the originally constructed patio if not to be enclosed as a porch, and running perpendicular to the side of the existing or porch-converted patio and parallel with the rear of the Unit, and shown on the as-built survey that is a part of the Plans. An Owner may, upon review and approval of plans therefor pursuant to Section 7.1 below, add within the Limited Common Area a concrete patio no larger than the size indicated in Exhibit "C" under the column labeled "Max Patio Exp (d' x w)", which shows the maximum patio depth and width size. Furthermore an Owner may provide his or her own landscaping, approved pursuant to Section 7.1 below, to the Limited Common Area, and upon doing so, the Owner shall, pursuant to Section 8.3 below, be responsible for maintenance and repair of the Limited Common Area adjacent to the Fairway Townes Residential Unit and within which the Owner has expanded his or her Residential Unit's patio or enclosed porch and/or provided landscaping. If an Owner of a Fairway Townes Residential Unit does not expand his or her patio or enclosed porch or provide his or her own landscaping within the Limited Common Area, as evidenced by the architectural and landscaping review records maintained by the Board under Section 7.1, such unimproved Limited Common Area shall be maintained by the Association in the same manner as all other landscaped Common Areas at the rear of the Buildings.

(f) Common Area Designated Fairway Townes Residential Unit Limited Common Area for Buried Gas Fire Place Tanks.

The Developer may, but shall not be required to, offer as an option or upgrade to any Fairway Townes Residential Unit, a gas fireplace insert. In the event the Developer does so offer such an option or upgrade and a buyer selects such option, the Developer will set aside a portion of the Common Area as a Limited Common Area for the exclusive use and benefit of the designated Fairway Townes Residential Unit within which such fire place insert is to be installed for the purpose of installing an underground propane gas storage tank to serve such fireplace. The location of the Limited Common Area for such propane gas tank shall be designated on a survey thereof prepared at the sole cost of the Owner, which shall be filed as an amendment to Exhibit "B" and shown on the Plans by a numbering system corresponding to the number of the Unit to which assigned. All costs of maintenance, repair, propane gas service and other costs and expenses relating to the buried propane gas tank shall be the sole

cost and expense of the Owner of the Fairway Townes Residential Unit to which such Limited Common Area is assigned. Such costs and expenses shall include a liability insurance policy and such policy shall name The Havens Horizontal Property Regime an additional insured thereunder and a current certificate of insurance therefor shall be delivered to the Association not later than ten (10) days following the policy's effective date and each renewal thereof. The Association shall be responsible for regular landscape maintenance to the Limited Common Area within which the propane tank is buried; provided, however, in the event an Owner is required to dig up any landscaping or grass turf in the performance of its maintenance, repair and replacement activities involving the buried propane tank, the Owner shall, at Owner's sole cost, restore the Limited Common Area to its condition prior to such work being performed. The Developer shall have the unilateral right to amend this Master Deed pursuant to Section 14.2(b) below to effect the foregoing. Furthermore, in the event any Owner requests a location within the Common Area within which to install a propane gas tank to serve an installed fireplace after taking title to the Unit, the Developer during the Transition Period, and thereafter the Association, will use all reasonable efforts to find and set aside a suitable location therefor, but shall have no absolute obligation to do so if, in its respective reasonable judgment, doing so would be of greater burden or hardship to the Regime or other Owners of Units within the same Building. In the event a suitable location is provided, the Developer during the Transition Period, and thereafter the Association by its President, shall have the unilateral right to amend this Master Deed pursuant to Section 14.2(b) below to effect the foregoing.

(g) Assigned Parking in Resort Villa Buildings.

Listed on Exhibit "C" is a schedule of the assigned parking constituting Limited Common Areas of the designated Resort Villa Residential 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 Residential Unit numbers with last digits ending in 21 and 26 respectively; and those "Parking Garage" with the last two digits of their numbers being 12 and 15 are each part of the Residential Units located immediately adjacent to them and bearing Residential Unit numbers with last digits ending in 12 and 15 respectively, and are not Limited Common Areas.

(h) 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) and to convert Common Area to Limited Common Area, as herein provided.

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 Regime 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, as well as the Master Declaration; (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 Regime 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.

ARTICLE IV

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 4.10. A Unit may be assessed as herein provided for Annual Assessments, Special Assessments and Specific Assessments.

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 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. The Common Expenses shall include a prepaid amount to cover the anticipated property and liability insurance premium at the next anniversary date of the policies. Upon adoption of the budget, a

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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 Interests 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; or

(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 applicable provisions of the Master Declaration, to which the Regime is subject, even though the Association may be a collecting agent therefor pursuant to Section 2.9.

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, which 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 NOT 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 4.5 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.

NOTHING HEREIN PROVIDED IS INTENDED, NOR SHALL IT BE DEEMED TO PROVIDE, THAT THE ASSOCIATION IS OBLIGATED TO INSTALL AND REMOVE ANY STORM SHUTTERS OR PLYWOOD WINDOW COVERING IN PREPARATION FOR ANY HURRICANE OR STORM. IN THE ABSENCE OF A SPECIFIC BUDGET ITEM THEREFOR OR THE ADOPTION OF A SPECIFIC RESOLUTION BY THE BOARD OF DIRECTORS TO SO PROVIDE SUCH SERVICE, EACH OWNER SHALL BE SOLELY RESPONSIBLE FOR PREPARING THE UNIT FOR AN IMPENDING HURRICANE OR STORM, INCLUDING, BUT NOT LIMITED TO, INSTALLING AND REMOVING STORM SHUTTERS OR PLYWOOD WINDOW COVERINGS. OWNERS SHALL NOT INSTALL PLYWOOD WINDOW COVERINGS OR CLOSE ANY INSTALLED STORM SHUTTERS AND UNTIL THE NATIONAL WEATHER SERVICE ISSUES A HURRICANE WATCH OR TROPICAL STORM WATCH, WITH ANTICIPATED DAMAGING WINDS, COVERING HORRY COUNTY, SOUTH CAROLINA.

4.3 Build-out Budget and Deficit Funding During Transition Period

Notwithstanding the provisions of Section 4.2 above, during the Transition Period the budget and Annual Assessments shall be calculated as provided in sub-Section (a) below.

(a) Annual Assessments During Transition Period

Budgets prepared during the Transition Period shall be based upon a projection of the total Common Expenses at full build-out of the Regime, which shall be deemed to be development of the first twenty-four (24) phases under the current development plan for the Regime. Each Unit shall pay a prorata share of the projected build-out budget based upon the Unit's Percentage Interest following development of the first twenty-four (24) phases under the current development plan for the Regime, and the developer shall pay as a subsidy the difference between the budgeted Common Expenses and the total Assessments collected based upon the build-out budget as aforesaid.

(b) Developer's Subsidy Based Upon Build-out Budget

Any such subsidy paid by the Developer during the Transition Period pursuant to this Section 4.3 will, in the Developer's sole discretion, be (i) a contribution to the Association, or (ii) an interest-free loan to the Association, to be repaid commencing with the termination of the Transition Period and continuing for a term of not more than five (5) years.

4.4 Rounding

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

4.5 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-five percent (45%) 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.

4.6 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 Article IV 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 or its detriment.

4.7 Individual Specific Assessments.

Any expenses incurred by the Association because of the actions of one or more Owners or occupants of an Owner's Unit, or because of their failure to act, and with respect to which such expenses are chargeable thereto and recoverable therefrom pursuant to any provision of this Master Deed or rules and regulations adopted hereunder, and any fines as may be imposed against an Owner in accordance with this Master Deed will be specially assessed as a specific Assessment against each such Owner and the Owner's Unit.

4.8 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 in Section 4.5, 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 portion 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.

4.9 Developer's Unsold Units

The Developer shall pay the same Assessment amount for its unsold Units as any other owner.

4.10 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.

4.11 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.

4.12 Working Capital Collected Unit Closings.

Notwithstanding anything to the contrary in this Master Deed, a working capital fund will be established for the Association by collecting from each buyer of a Unit 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 closing the transfer of the Unit. Each such Owner's share of working capital, as aforesaid, will be transferred to the Association at the time of closing the conveyance 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.

4.13 Unit Owner's Share of Prepaid Insurance.

As indicated herein, the budgeted Common Expenses includes prepayment of the estimated premium for property and casualty insurance at the next anniversary date of the policies. Upon conveyance of a Unit, the selling Owner shall be entitled to a credit for the selling Owner's Percentage Interest in the amount of the prepaid insurance collected by the Association to the date of the Unit closing.

ARTICLE V

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 (x) land, foundation, excavation, or other items normally excluded from coverage; and (y) the items set forth in Section 5.1(a)(i) below. 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, to include earthquake coverage; 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 "special coverage" endorsement, where such is available, and to include earthquake coverage. 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.

(i) In addition to the items identified in clause (x) of Section 5.1(a) above to be excluded, there shall be excluded from the Association's hazard insurance policy (A) all improvements and betterment made to Units by Owners at their expense; (B) personal property of Owners and lessees of Owners, their families, invitees and guests; (C) the finished wood, vinyl, tile, carpet or other finish surface lying above the subfloor constituting the lower horizontal boundary of a Unit; (D) all paint, wallpaper, vinyl paper, tile, and other finish surface covering the unexposed surface of the wallboard or other surface comprising the perimeter walls enclosing a Unit; (E) all appliances; (F) all lighting and plumbing fixtures and all cabinetry and build-in improvements within a Unit. Insurance covering the items listed in clauses (A) through and including (F) of this Section 5.1(a)(i) shall be maintained by the Owner and proof of such insurance shall be provided to the Association by the Owner upon the Association's written request.

(b) The name of the insured under the master policy will be substantially as follows: "The Havens Condominium Association for the use and benefit of the Individual Owners of Units in The Havens 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, 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 shall obtain and his sole cost and expense hazard insurance coverage on the items set forth in Section 5.1(a)(i) above, and 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, employees and manger 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 (b) 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 untenable 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 Owners will own the Project 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 subsection (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.

ARTICLE VI

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,

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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 Article VI.

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 reflected in an amendment of this Master Deed, by (i) the Developer during the Transition Period, 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 recordable 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.

ARTICLE VII

ARCHITECTURAL CONTROL.

7.1 Approval Required for Unit Changes and Interior Features.

To preserve the original architectural appearance of the Project, the structural integrity thereof and the Unit designs, including architectural and engineering aspects therein, no construction, reconstruction or Unit modification of any nature whatsoever, except as specified in the Regime Documents, will be commenced or maintained upon or within, the Building, including without limitation within a Unit and a Limited Common Area, nor will there be any change, modification or alteration of any nature whatsoever of the design and appearance of any surfaces or facades, nor will any Owner 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 design, color and location in relation to the surrounding features by the Board of Directors and pursuant to original plans and specifications or Design Guidelines adopted therefor. Furthermore, such required approval by the Board of Directors shall extend

to any interior features or aesthetic elements that are proposed to be changed. The failure of an Owner to secure the required approval of the Board of Directors as aforesaid, or to take such action, remedial or otherwise, as the Board of Directors shall at any time determine to be required hereunder shall be subject to the authority and enforcement powers of the Board of Directors as set forth Section 18.5(a) below. The Board of Directors may delegate the architectural review functions to a committee, but enforcement of all violations shall remain with the Board of Directors.

ARTICLE VIII

MAINTENANCE.

8.1 Responsibility of Association.

Except as specifically provided to the contrary herein (e.g., a Limited Common Area with respect to which an Owner has exclusive access and use), the Association will maintain, and repair and replace as necessary, the Common Area and Storm Water Management System in first class condition in accordance with proper maintenance procedures applicable thereto and will enforce all warranties with respect thereto. Except as otherwise provided herein, the cost of such will be charged to the Owners as a Common Expense. A Limited Common Area with respect to which an Owner has exclusive access and use shall be maintained pursuant to Section 8.3 below by such Owner.

8.2 Access to Units.

The Association will have the irrevocable right, to be exercised by the Board of Directors or its agent, which term includes the Association manager, to have reasonable access to each Unit from time to time as may be necessary for the periodic inspection and application of termite and other bug control treatment for which the Association may contract, from time to time; to undertake such action as it may determine to prepare and secure the Building and the Unit in anticipation of storm or hurricane, provided the Association shall be under no obligation to an Owner to do so; and for the inspection, maintenance, repair or replacement of any of the Common 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 Article VIII 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.

ARTICLE IX

ACCESS, INGRESS AND EGRESS.

All Owners shall have the right and easement of uncontrolled and unlimited access, ingress, and egress to and from the owner's Unit, provided, however, such access, ingress, and egress will be limited to roadways, sidewalks and walkways located within the Project from time to time. There is reserved unto Developer, the Association, and their respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Project, provided that access may be granted to any person who gives reasonable evidence satisfactory to entry guards, if there are any, that entry is with the specific permission of the Owner, or his duly authorized agent. Neither the Developer nor the Association will be responsible, in the exercise of its reasonable judgment, for the granting or denial of access to the Project in accordance with the foregoing.

NEITHER THE DEVELOPER NOR THE ASSOCIATION SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF ANY SAFETY MEASURES UNDERTAKEN OR FAILED TO BE UNDERTAKEN BY EITHER OR BOTH OF THEM WITH RESPECT TO ACCESS TO THE PROJECT, NOR SHALL EITHER OR BOTH BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANY FAILURE TO PROVIDE CONTROLLED ACCESS OR SAFETY MEASURES, OR FROM CONTROLLING CONTRACTOR ACCESS DURING DEVELOPMENT UNDER SECTION 9.1 BELOW, OR FROM A FAILURE OR INEFFECTIVENESS OF ANY CONTROL PROCEDURES THAT MAY BE UNDERTAKEN BY EITHER OR BOTH OF THEM. NO REPRESENTATION, WARRANTY OR COVENANT IS GIVEN TO ANY OWNER OR OCCUPANT BY EITHER OR BOTH OF THE DEVELOPER AND THE ASSOCIATION THAT ANY CONTROLLED ACCESS OR SAFETY MEASURES THAT ARE UNDERTAKEN CANNOT BE BYPASSED OR COMPROMISED, OR THAT THEY WOULD, IN FACT, AVERT DAMAGE OR LOSS RESULTING FROM THAT WHICH THEY ARE DESIGNED TO PREVENT, AND EACH OWNER BY ACCEPTANCE OF A DEED TO A UNIT AND EACH OCCUPANT THEREOF SHALL INDEMNIFY AND HOLD THE DEVELOPER AND ASSOCIATION HARMLESS FROM ANY DAMAGE AND COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY EITHER OR BOTH OF THEM AS A RESULT OF ANY SUCH ASSERTION OR DETERMINATION.

9.1 Developer's Right to Develop.

The Developer hereby reserves unto itself, its successors and assigns, the right and option to unimpeded 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. Except with respect to the Developer's right to convert Common Area to Limited Common Area and to amend this Master Deed for patio expansion and for the installation of a buried propane gas tank as described in Sections 3.4(e) and 3.4(f), and in Sections 14.2(c) and 14.2(d), the Developer's rights hereunder shall and will terminate upon sale by it of the last Unit it owns.

ARTICLE X

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:

(a) the following types of dogs (whether pure bred or mix breed) are prohibited from being kept upon the Property: those known as Pit Bulls (American Staffordshire Terriers, American Pit Bull Terriers or Staffordshire Bull Terriers), Rotweillers, Doberman Pinschers, Chows, Presa Canarios, German Shepherds, wolf hybrids and any dog trained to attack persons, property or other animals or dogs trained to guard persons or property, and are deemed not to be normal household pets;

(b) the Board of Directors may prohibit the keeping of any dog with a prior history of causing bodily injury established through insurance claims records, or through the records of local public safety, law enforcement or other similar regulatory agency;

(c) the Board of Directors may, in its sole discretion, establish by rule that dogs of other breed are potential hazards to the Regime and its occupants, and may not be kept upon the Property;

(d) the Board of Directors may establish reasonable rules and regulations to insure that all permitted pets are properly licensed and inoculated for rabies and such other disease for which inoculation is customary for that breed of pet;

(e) the Board of Directors may require that an Owner execute a written indemnification and hold harmless agreement in favor of the Regime and the Regime's management company, in form and content satisfactory to counsel for the Board, prior to bringing the Owner's pet upon the Property;

(f) permitted pets shall 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;

(g) the Board may establish reasonable rules to limit the number of such allowed pets. Pets shall be kept on a leash at all times when outside of a Unit, and shall be under personal control when outside a unit, on the Common Areas, patios, balconies, etc; and the Owner shall clean up after his or her pet;

(h) the Board shall have the right at any time and in its sole and absolute discretion to require the Owner of a particular pet to remove such pet from the Regime if such pet is determined by the Board to be a nuisance or to be in violation of these restrictions; and

(i) the Board shall have the power to levy fines for violation of these pet restrictions or of any additional rule or regulation adopted by the Board therefor, and any such fine or the cost of the Association to repair any damages to Common Area caused by a pet shall be assessed against the Owner and Unit as a specific Assessment.

If, for any reason whatsoever, the Association needs to detain, incarcerate, capture, or tranquilize any animal or animals which may roam free, and it is found that said animals are the property of an Owner, then all fees necessary to cover such detainment, incarceration, capture, or tranquilization shall be levied against the Owner of said animal.

Notwithstanding the use of the word, "Owner" hereunder, the terms and provisions hereof shall extend to an Owner's family members, guests, tenants, lessees, and the Owner shall be fully responsible hereunder for the pets thereof on the same basis as the Owner would for its owned pets.

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 Unit will have the right to lease or rent his Unit; provided, however, that all leases and rental contracts will be for a duration of 2 nights or more and will be in writing and will require the lessee to abide by all conditions and restrictions placed on the use and occupancy of the 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. Permitted 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, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. If allowed under the Master Declaration, motorcycles will be permitted in Windsor Park if garaged while not being driven.

10.7 Signs.

Except as may be required by law or by legal proceedings, no signs or advertising posters of any kind, including, but not limited to, "For Rent," "For Sale," and other similar signs, shall be erected by an Owner, the Association, or any agent, broker, contractor or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any window, or within a Unit and viewable through any window, or on the exterior of any improvements or on any unimproved portion of property located within the Project, except pursuant to written design standards and applicable rules of placement adopted therefor by the Developer during the Transition Period, and as the same may be amended, from time to time thereafter by the Board of Directors. Notwithstanding the foregoing, the restrictions of this Section 10.7 shall not apply to the Developer or to any person having the prior written approval of the Developer. In addition, the Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas in accordance with architectural design standards adopted therefor and approved by governmental authority with jurisdiction thereof.

10.8 Grills.

With regard to the fairway Townes Buildings, the use of individual grills (charcoal, gas or electric) is a fire hazard and is strictly prohibited within five (5') feet of the Building. Provided that an Owner uses the grill five (5') feet or more from the Building, an Owner may use a grill in accordance with any Rules or Regulations specially adopted therefor, the City of North Myrtle Beach Fire Code from time to time existing and within the Limited Common Area patio of such Owner's Unit further described in Section 3.4(e)(i) above. In the case of Golf Villa Buildings and Resort Villa Buildings, the use of individual grills (charcoal, gas or electric) is a fire hazard and is strictly prohibited.

ARTICLE XI

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 the entire 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, and other forms of telecommunication and technology cabling, now existing or developed in the future. Such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on the 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

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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.

ARTICLE XII

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 nor 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 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 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 an 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.

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 4.12 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 Article XIV and to file amendments to this Master Deed without any action or consent on the part of any Owner or Mortgage holder; provided, however, that to the extent any action on the part of any Owner is required by any third party to assure the expansion of the Regime as provided in this Article XIV, 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 Article XIV.

ARTICLE XV

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, 2010; (ii) three (3) months after the conveyance by the Developer, in the ordinary course of Developer's business to persons other than a successor Developer, of Units representing fifty (50%) of the Assigned Values 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, 2010; (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)

ARTICLE XIII

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 14.2. 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 than the total permitted under 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. Each Owner may cast as that Owner's vote hereunder that number of votes to which the Owner is entitled, as shown on Exhibit "C."

(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.

(b) Prorata Voting at Election of Board

Notwithstanding the assignment of votes based upon the Owner's Percentage Interest and as reflected in Exhibit "C" hereto, and as further allowed pursuant to Section 3.6(d) of the Bylaws, at the option of the Board of Directors and as a convenience to the Association, any vote of the Association may be taken on an alternative basis under which each Owner shall be entitled to one vote for each Unit owned. Any vote by the Association which is conducted pursuant to this Section 13.2(b) shall be re-counted pursuant to the assigned votes set forth on Exhibit "C" upon the prompt petition to the Board of Directors by any Owner and if the outcome falls within the statistical margin of error for being altered by virtue of the use of this alternate means of counting votes.

ARTICLE XIV

THE DEVELOPMENT PLAN FOR THE PROJECT.

14.1 The Regime.

The overall development plan for the Property is as one condominium regime having three (3) distinct types of Buildings, townhomes, golf villas and resort villas, which will be developed in

phases. The townhomes are sometimes referred to as the "Fairway Townes at the Havens;" the golf villas as the "Golf Villas at the Havens;" and the resort villas as the "Resort Villas at the Havens." The Regime initially contains one (1) Building, known as Golf Villa Building number 4, and the Common Areas, as more fully described in the Regime Documents and on Exhibit "B" attached hereto. Each Building submitted to this master Deed has that number of Residential and Non-residential Units described on Exhibit "B."

The Developer's plan of development for The Havens is to develop and construct the Regime's Buildings and Common Areas in twenty-four (24) phases, each phase consisting of one (1) Building. The Developer, however, reserves the right and option during the Transition Period, to add a twenty-fifth (25th) phase. The current development plan calls for a total of eight (8) Fairway Townes Buildings, five (5) Fairway Townes Buildings containing six (6) Residential Units each, and three (3) containing four (4) Residential Units each. The plan also provides for a total of ten (10) Golf Villa Buildings, six (6) Golf Villa Buildings containing twelve (12) Residential Units and three (3) Non-residential Units each, and four (4) containing fifteen (15) Residential Units and three (3) Non-residential Units each. Lastly, the plan calls for six (6) Resort Villa Buildings, each containing eighteen (18) Residential Units and one (1) Non-residential Unit. As indicated, however, the Developer has reserved the right and option to add a twenty-fifth (25th) phase, and if the developer does so expand its development plan, said twenty-fifth (25th) phase shall not add more than eighteen (18) Residential Units and one (1) Non-residential Unit. If Upon completion of development of all of the Buildings pursuant to the Developer's current development plan, which it has the right, but not obligation, to develop, all of The Havens Horizontal Property Regime will consist of two hundred eighty-two (282) Residential Units and thirty-six (36) Non-residential Units; however, if the Developer further adds the maximum number of Residential Units and Non-residential Units as a twenty-fifth (25th) phase, as previously reserved, The Havens Horizontal Property Regime will consist of three hundred (300) Residential Units and thirty-seven (37) Non-residential Units.

14.2 Reservation of Right to Expand and Contract.

At any time during the Transition Period, the Developer will be entitled to expand this Regime to a total number of Residential and Non-residential Units reserved by it under Section 14.1 above, added to the Regime in accordance with these expansion rights as provided in this Article XIV.

(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.

(c) Conversion of Common Area to Limited Common Areas for Buried Propane Gas Tank

During the Transition Period, the Developer, and thereafter the Association, may, but shall not be obligated, to install a propane gas tank upon the Common Area and survey the location thereof and show the same on the Plans as a Limited Common Area for the exclusive use and benefit of the Owner of the Unit to which such buried tank is assigned, as described in Section 3.4(f) above, and to file one or more amendments to this Master Deed (including amendments to the Exhibits, including Exhibit "C" to reflect the Unit assignment of such designated Limited Common Area, said amendment being executed solely by the Developer or by the President of the Association, as the case may be and as provided in such Section 3.4. Such amendment will be effective upon recording such amendment in the Horry County ROD.

(d) Conversion of Common Area to Limited Common Areas for Buried Propane Gas Tank

During the Transition Period, the Developer, and thereafter the Association, may, but shall not be obligated, to designate a portion of the Common Area at the rear of a Unit for patio expansion pursuant to Section 3.4(e) and show the same on the Plans as a Limited Common Area for the exclusive use and benefit of the Owner of the Unit to which assigned, and to file one or more amendments to this Master Deed (including amendments to the Exhibits, including Exhibit "C" to reflect the Unit assignment of such designated Limited Common Area, said amendment being executed solely by the Developer or by the President of the Association, as the case may be and as provided in such Section 3.4. Such 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 Article XIV, 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 Article XIV 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 Section 14.2 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

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) 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 Owners other than the Developer become entitled pursuant to Section 15.1 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 Article XIV hereof.

15.4 Controlling Provisions.

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

ARTICLE XVI

ALTERNATIVE DISPUTE RESOLUTION.

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

The Developer, Association, Owners, and any person not otherwise subject to the Regime Documents who agrees to submit to this Article XVI (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes between and among themselves, as well as disputes with or involving the architect, engineer or other design professional, and the construction contractor of the Project, each of whom are intended to be, and shall be, a third-party beneficiary hereof, involving the Regime Documents or the Project, 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, and whether based upon contract, tort, statute, common law or otherwise, between and among Bound Parties involving the Regime Documents or the Project (but not matters applicable solely to the Master Association and the Master Covenants), including without limitation, claims, grievances or disputes arising out of or relating to the design and/or construction of the Project, or any portion thereof, or interpretation, application or enforcement of the Regime Documents (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 between Owners which does not include the Developer or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Regime and the Project; and

(d) any suit in which an indispensable party is not a Bound Party, provided that any suit involving a dispute between or among the Developer, the Association, one or more Owners, the architect, engineer or other design professional, and the construction contractor of the Project shall be resolved by non-jury trial, the parties expressly hereby waiving all resort to trial-by-jury of any and all issues otherwise so triable; and

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

(f) 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.

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 "F", 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%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving the proceeding, which percentage will also constitute the quorum required for any such meeting. This Section will not apply, however, to (a) actions brought by the Association to enforce the collection of assessments, including the foreclosure of liens, as well as the enforcement of other provisions of the Regime Documents, except where it is asserted that the Developer is in violation of any provision of the Regime Documents other than a violation of its requirement to pay Assessments or to fund operating shortfalls in accordance with Section 4.9; (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 alternative dispute resolution provisions of this Article XVI and the procedures therefor set forth in Exhibit "F," 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 Article XVI and the procedures set forth in Exhibit "F" and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein and Exhibit "F" will control.

(b) TIME IS OF ESSENCE.

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

ARTICLE XVII

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 Units which have provided to the Association written requests, stating their names and addresses and the street addresses of the 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 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 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 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;

(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 Unit Owners, only those Unit Owners and only the Eligible Mortgagees, which hold Mortgages on such Units, must approve such action;

(f) Rights to use Common Areas and Limited Common Areas;

(g) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding mortgages on such Unit or Units must approve such action.

(h) Convertibility of Units into Common Areas or Common Areas into 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 Units;

Unit;

(l) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her

(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 Units when Unit boundaries are not otherwise being affected, in which case only the owners of Units affected and Eligible Mortgagees of those 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 Units is 50 or more, or if the number of 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 Unit Owner may attend.

ARTICLE XVIII

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 Article XIV 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 Sections 3.3, 6.3 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.

(f) Approval of the Developer.

In recognition of the fact that certain provisions of this Master Deed are for the benefit of the Developer, no amendment in derogation of any right reserved or granted to the Developer by provisions of this Master Deed may be made without the written approval of the Developer.

(g) Approval of the Owner of the Golf Course Land.

In recognition of the fact that certain provisions of this Master Deed are for the benefit of the owner of the Golf Course Land, no amendment in derogation of any right reserved or granted to the owner of the Golf Course Land by provisions of this Master Deed may be made without the written approval of the owner of the Golf Course Land. 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 Mortgagee Protection provisions of Article XVII 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 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. A certificate of the Association certifying as to the facts effecting the termination will evidence such taking.

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 Regime 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 Unit 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 Unit's occupant will be subject to the foregoing sanctions in the event of such a violation by such Owner or Unit's occupant. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

(b) Procedure

Except with respect to the failure to pay Assessments, the Board will not impose a fine in excess of \$100 per occurrence of the event or condition giving rise to the imposition of 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;
- (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 the officer, director, or other individual who delivered such notice enters a copy of the notice together with a statement of the date and matter of delivery. 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.

The \$100 fine limitation herein provided shall be increased, but not decreased, by changes in the CPI, as measured from the month and year in which this Master Deed is recorded in the ROD. "CPI" shall mean the Consumer Price Index, as published by the Bureau of Labor Statistics of the United States Department of Labor, or comparable index if the Consumer Price Index is discontinued.

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 Units representing ninety-five percent (95%) of the Assigned Values of Units to be contained in all phases of the Project and shown in Exhibit "C" of this Master Deed, as the same may be amended as a result of any expansion of the Regime pursuant to Section 14.2 hereof. 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.

18.11 Conflicts.

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

ARTICLE XIX

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, and Percentage Interests | 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 6th day of January, 2006

WITNESS:

CENTEX HOMES, a
Nevada general partnership

Louis M. Alfano

By: [Signature]

[Signature]

Its: AMA Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF MYRTLE BEACH)

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 Suzanne H. Overmy, its Asst. Secretary, 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.

Louis M. Alfano
WITNESS

SWORN TO before me this

6th day of January, 2006.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission expires: 11/15/14

EXHIBIT "D"

Articles of Incorporation

Attached Hereto

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

DEC 22 2005

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

- 1. The name of the nonprofit corporation is The Havens Condominium Association
- 2. The initial registered office of the nonprofit corporation is 2050 Corporate Centre Dr., #200
Street & Number,

| | | | |
|---------------------|--------------|-------------|--------------|
| <u>Myrtle Beach</u> | <u>Horry</u> | <u>S.C.</u> | <u>29576</u> |
| City, | County, | State, | Zip Code |

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

Dennis McGarvey

I hereby consent to the appointment as registered agent of the corporation.

Dennis McGarvey
Agent's Signature, Dennis McGarvey

- 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 Corp. Centre Dr., #200
Street & Address,

| | | | |
|---------------------|--------------|-------------|--------------|
| <u>Myrtle Beach</u> | <u>Horry</u> | <u>S.C.</u> | <u>29576</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

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HAVENS CONDOMINIUM ASSOCIATION THE
Filing Fee: \$25.00 ORIG



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 Havens 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 Havens 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, 2010; (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, 2010; (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 Unit 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 Unit, shall be a member of the Association. The membership of each owner of a Unit shall be appurtenant to and may not be separated from ownership of the Unit and ownership of a Unit shall 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 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 Unit 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 Declarant). A Class A Member shall be entitled to cast that number of votes assigned to it and shown on the Schedule of Assigned Values, Percentage Interests in the Common Elements, and Number of Association Votes attached to the Master Deed as Exhibit "C" thereto, and calculated by reference to the Unit's Assigned Value and Percentage Interest.

Class B. The Class B member shall be the Developer or its designated assign, in its capacity other than as an Owner of a Unit. The Class B member shall

be entitled to three (3) votes for each vote held by Class 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 Section 8. Thereafter, the Class B member shall exercise votes only as to its Class 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)

Dennis McGarvey

2050 Corp. Centre Dr., #200, Myrtle Beach, SC 29576

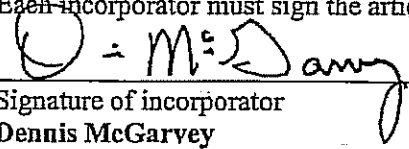
10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles:

(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.


Signature of incorporator
Dennis McGarvey

CLOCKED
COPY

STATE OF SOUTH CAROLINA) FILED AMENDMENT OF DECLARATION OF COVENANTS,
COUNTY OF HORRY 2006 JAN -6 BAREFOOT RESORT RESIDENTIAL PROPERTIES
[Adding The Havens as a Designated Neighborhood]

DALLERY V. SKIPPER
REGISTRAR OF DEEDS

THIS Amendment of Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties ("Amendment") is made this 6th day of January, 2006, by Centex Homes, a Nevada general partnership (hereinafter, sometimes referred to as "Centex" and sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, Silver Carolina Development Company, L.L.C., a Delaware limited liability company and Intracoastal Development Company, LLC, a South Carolina limited liability company (collectively, "Silver Carolina"), by "Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties" dated April 12, 2000, recorded in the Office of Register of Deeds of Horry County, South Carolina ("ROD") in Book 2251 at Page 384, made certain properties in Horry County, South Carolina subject to the aforesaid Declaration (the "Master Declaration"); and

WHEREAS, by Assignment of Declarant Rights Under Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties (the "Assignment") dated December 12, 2001, recorded December 14, 2001 in the ROD in Book 2438, Page 388, Silver Carolina assigned to Declarant all of Silver Carolina's "Retained Rights" under the Master Declaration, as further described in the Assignment; and

WHEREAS, Section 6.4(a) of the Master Declaration provides, in relevant part, that every Unit will be located within a designated "Neighborhood," which designations are shown and noted on Exhibit "F" attached to and made a part of the Master Declaration; and

WHEREAS, Section 19.1 of the Master Declaration provides, in relevant part, that Declarant may amend the Master Declaration during the Class "B" Control Period thereunder, which period has not expired; and

WHEREAS, Declarant wishes to amend the Master Declaration as herein provided, to add to the designated Neighborhoods on Exhibit "F" of the Master Declaration the land to be developed as "The Havens."

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant does hereby declare as follows:

I. Addition to Exhibit "F". Exhibit "F" of the Master Declaration is amended by adding to the designated Neighborhoods on Exhibit "F" a new Neighborhood known as, "The Havens," which is described as follows:

3032-32

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 26.00 acres, more or less, being shown and described as Tract "M" on that certain map or plat entitled "Bonded Final Plat, Map of 5 Tracts of Land Containing 55.23 Acres of Land - Barefoot Resort, City of North Myrtle Beach, Horry County, South Carolina," prepared by DDC Engineers, Inc., dated January 5, 2005, and recorded January 18, 2005 in Plat Book 202 at Page 181, public records of Horry County, South Carolina, which is by reference made a part of this description.

SAID pieces, parcels or tracts of land having such size, shape, dimensions, and boundaries as will by reference to said plat more fully appear.

II. Effect of Amendment. Except as herein provided, the Declaration is and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first above written.

WITNESSES:

Louis M. Alfano

Greg Stoen

Centex Homes, a Nevada General Partnership

By: [Signature]

Name: SUSAN H O'NEILY

Title: AMT Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within Centex Homes, a Nevada general partnership, by Suzanne H. Overly, its Asst - Secretary, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me
this 04 day of January, 2006.
[Signature]
Notary Public for the State of South Carolina

My commission expires: 11/15/14

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 26.00 acres, more or less, being shown and described as Tract "M" on that certain map or plat entitled "Bonded Final Plat, Map of 5 Tracts of Land Containing 55.23 Acres of Land - Barefoot Resort, City of North Myrtle Beach, Horry County, South Carolina," prepared by DDC Engineers, Inc., dated January 5, 2005, and recorded January 18, 2005 in Plat Book 202 at Page 181, public records of Horry County, South Carolina, which is by reference made a part of this description.

The within property is subject to all easements of record and/or upon the ground, and is a portion of the property conveyed to Centex Homes, a Nevada general partnership by Centex Land Investments, LLC, a Delaware limited liability company by deed dated March 23, 2004 and recorded March 25, 2004 in Deed Book 2713, at Page 440.

TMS No. 155-00-01-097