

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
SECTION II OF THE FOREST AT BRIARCLIFFE
SUBDIVISION**

**Developer: '
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STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS OF SECTION II OF THE
FOREST AT BRIARCLIFFE SUBDIVISION

THIS DECLARATION, made by BRIARCLIFFE YACHT CLUB, INC.,
a South Carolina corporation, hereinafter referred to as "the Developer";

W I T N E S S E T H:

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

WHEREAS, the Developer proposes to create on such property a subdivision containing 43 detached homesite lots and 48 patio home lots, together with common areas as more fully described below (hereafter referred to as "the Subdivision"); and

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

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

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

(c) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the single-family residential environment of the Subdivision,

(d) To prevent the abuse or unwarranted alteration of the trees, lakes, streams and other bodies of water and natural character of the land in the Subdivision,

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

(f) To prevent any property owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any owners of lots in the Subdivision, and

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

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

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

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

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to THE FOREST AT BRIARCLIFFE (SECTION II) PROPERTY OWNERS ASSOCIATION, INC. (a South Carolina eleemosynary corporation), its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and more particularly shown on Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or subject to this Declaration.

Section 4. "Common Area" shall mean and refer to those areas of land, including the facilities to be constructed thereon, if any, shown on the subdivision plat of the Properties prepared by Robert L. Bellamy and Associates dated December 22, 1981, recorded in the office of the Clerk of Court for Horry County in Plat Book 72 at page 209 (hereinafter called "The Subdivision Plat"), or by any other means so designated and is defined to be all of the property described on Exhibit "A" attached hereto, less and excepting the lots shown on the Subdivision Plat as lots 1 through 43 and lots 401 through 448. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public. Specifically included as part of the Common Areas are all streets, roads, alleys, medians, green areas, lagoons, streams, ponds, easement areas designated as common areas, access easements across other real property, parks and the like as shown on the Subdivision Plat. However, no general plan or plat of the Properties showing adjoining areas which may later be developed as additional phases of the development shall be included as Common Areas nor shall the Association or any owner be entitled to any right, title or interest therein unless and until such adjoining area shall have been formally included as a part of the development by the Developer pursuant to the terms hereinafter contained.

Section 5. "Lots" shall mean and refer to any plot of land with such improvements as may be erected thereon intended and subdivided for detached homesite or patio home use, specifically lots 1 through 43 and lots 401 through 448 shown on the Subdivision Plat, but shall not include the Common Areas as herein defined.

Section 6. "Patio Homes" as used herein or otherwise referred to in any other documents pertaining to the sale of property in the subject area shall be synonymous with the term "lot" and/or "lots".

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but shall not mean or refer to any mortgages or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner.

Section 8. "Developer" shall mean and refer to Briarcliffe Yacht Club, Inc., a South Carolina corporation, its successors and assigns.

Section 9. "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article II, Section 1 hereof.

Section 10. "Development", "Project" and "Community" shall all mean and refer to the Subdivision to be developed and constructed by the Developer.

Section 11. "Plans", "Specifications", "Elevations", "Exterior Designs" and such like terms shall refer to and encompass the Plans,

Specifications, Elevations and Designs as well as setbacks, locations, etc. contained hereinafter in this Declaration.

ARTICLE II Membership and Voting Rights in the Association

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

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

Class A. Class A Members shall be all Owners excepting the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, the vote attributable to such Lot shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such Lot.

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

1. When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership (lots shall include any additional phases which Developer might bring under the terms of this agreement) or

2. Three years from the date of this Declaration.

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

ARTICLE III Property Rights in the Common Areas

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

Section 2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before six (6) months from the date of recording of this Declaration, it will convey to the Association, by limited warranty deed fee simple title to the Common Areas, subject, however, to all liens and encumbrances of record and to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

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

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

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

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

(b) The right of the Developer, and of the Association, to grant and reserve easements and right-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities and services, including a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Developer to grant and reserve easements and rights-of-way through, over and upon and across the Common Areas for the completion of the Development, and for the operation and maintenance of the Common Areas;

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

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

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

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

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

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

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

ARTICLE V
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for the maintenance of the Common Areas, including such reasonable reserves as the Association may deem necessary,

and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs of collection, and reasonable attorney's fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs of collection, and reasonable attorney's fees for the collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and No/100 (\$100.00) Dollars per Lot.

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

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

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

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

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common

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

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

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

ARTICLE VI **Architectural Control**

Section 1. Buildings, fences, walls, etc. No building, fence, wall or other structure, and no change in topography, landscaping or any other item shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Developer. Provided, however, that upon the Developer's selling of all the Lots in the subdivision, this right of approval shall be transferred to an architectural review board of the Association. Such architectural review board shall be comprised of not less than three (3) representatives to be appointed by the Board of Directors of the Association. Provided, further, that the Developer may transfer its rights of approval under this Declaration prior to its selling all of the Lots in the Development if it so chooses. In the event the Developer or the architectural review board fails to approve or disapprove any request within thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provision of this Declaration. Refusal or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or the architectural review board may deem sufficient. Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The transfer of control shall not be mandatory on the part of the Developer if the Developer has brought another phase under the terms of this Declaration on or before the time the last Lot in the other phase or phases has been sold.

ARTICLE VII **Restrictions Upon Uses of Lots and Structures Applicable to All Lots**

Section 1. Conformity and Approval of Structures. No structure,

fence, sidewalk, wall, drive or other improvement shall be placed or altered on any lot except in accordance with the provisions of this Declaration.

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

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

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

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

Section 6. Maintenance of Lots. It shall be the responsibility of each lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Every owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot to the Association and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. Any owner may choose to perform maintenance on his own yard that would normally be the responsibility of the Association, but in no event, shall such Owner be entitled to any offset or deduction in his assessments, for performing such maintenance. The Association is hereby granted a perpetual easement across each lot for the purposes of carrying out its responsibilities under this Section.

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

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

Section 9. Prohibition Against Business Activity and "Time-Sharing" Use. No business activity, including but not limited to, a rooming house, boarding house, gift shop, antique shop, professional office or beauty shop or the like or any trade of any kind whatsoever shall be carried on upon a lot or lots. Provided, however, that nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on said lots or the showing of said houses for the purpose of selling houses in the subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales in the subdivision. Provided, however, that nothing herein contained shall prevent the Developer from erecting and maintaining sales and marketing signs in common areas. No lot or structure shall be "time-shared", nor shall any lot or structure be owned, used or operated in violation of the statutory provisions regulating Vacation Time Sharing Plans, S.C. Code Ann. §127-32-10 et seq. (1980 Supp.), as the same may be amended from time to time, nor shall any lot or structure be owned, used or operated so as to constitute such lot or structure as a "time-sharing unit" within the meaning of such statutory provisions.

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

Section 11. Garbage Disposal. Each lot Owner shall provide underground garbage receptacles or similar facilities in accordance with reasonable standards established by the Developer, or roll-out garbage containers of the type approved by the Developer, which shall be visible from the streets on garbage pickup days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage on any lot or within the subdivision or Development shall be permitted. Provided, however, that Owner shall be permitted to modify the requirements of this Section 11 where necessary to comply with orders of governing bodies.

Section 12. Easement for Utilities. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon, across and under each lot and Common Area for the erection, maintenance, installation and use of electrical and telephone wires, cables, conduits, sewers, water or other public convenience or utilities, including easement for privately owned television and other communications cable and equipment, and the Developer may further cut drainways for surface water when such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for use on the applicable plat of the residential subdivision, or to locate same upon an adjacent lot with permission of the Owner of such adjacent lot. Such rights may be exercised by the licensee of the Developer but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility service. No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress provided for in this paragraph. Provided, however, that such easements and rights, shall be restricted to the roads, streets, alleys and easements as shown and designated on the applicable plat or plans of the Development.

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

Section 14. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house or buried underground. Any exterior air-conditioning or heating units shall be screened from view from all Common Areas and adjacent lots.

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

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

Section 17. Water Systems. No individual water supply system shall be permitted upon the premises with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects, including the pump and the covering or screen thereof, by the Developer, its successors or assigns, prior to installation.

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

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

Section 20. Underbrush, etc. In the event an Owner or any residential lot permits any underbrush, weeds, etc. to grow upon any lot to height of two (2) feet (except as part of a landscaping plan approved by Developer) and on request fails to have the premises cut within thirty (30) days, agents of the Developer, or its assigns, may enter upon said land and remove same at the expense of the Owner, provided, however, that such expenses shall not exceed One Hundred (\$100.00) Dollars annually. The Developer, and its assigns, may likewise enter upon said land to remove any trash which has collected on said lot. Developer hereby reserves a perpetual easement across each lot for the purposes of carrying out its responsibilities under this Section, and any such entrance and removal shall not be deemed a trespass. This shall be at the expense of the Owner of said lot; provided, however, that such expense shall not exceed One Hundred (\$100.00) Dollars annually. This provision shall not be construed as an obligation on the part of the Developer or its assigns to provide garbage or trash removal services. These rights may be assigned by the Developer to the Association, its successors or assigns.

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

ARTICLE VIII
Restrictions upon Use of Lots and Structures
Applicable to Lots 1 through 43 Only

* Forest II only

The following restrictions shall apply to Lots 1 through 43 inclusive:

1. Lots 1 through 43 inclusive shall be used for single-family residential purposes only. No structure shall be erected, placed or permitted to remain on any lot other than one detached single-family residence dwelling, not to exceed two and one-half stories in height, and in no instance shall any residence exceed thirty-five (35') feet in height.

2. No residential dwelling shall be constructed on any lot which has a fully enclosed floor area of the main structure devoted to living purposes (exclusive of roofed or unroofed porches, decks, terraces, garages and carports) of less than 1200 square feet in the case of one-story dwellings, or of less than 1400 square feet in the case of dwellings of more than one story.

3. No dwelling or structure of any kind shall be erected on any lot nearer than:

(a) Thirty (30') feet to the front line of the lot (the line abutting on a street), nor

(b) Ten (10') feet to the side lines of the lot, nor

(c) Twenty-five (25') feet (fifteen (15) feet in the case of lots 1 through 9 and 16) to the rear line of the lot;

provided, however, that a corner lot (lot 20, 26, 30, 34, 36 and 37) shall be deemed to have a front line on each street and two side lot lines and no rear lot lines, and provided further that no such dwelling or structure shall be erected within the right-of-way of the South Carolina Public Service Authority's transmission line, and provided further, that the requirements of this paragraph may be released in whole or in part by the Declarant, its successors and assigns, in its sole discretion in cases that would otherwise work a hardship upon lot owner or would result in substantial damage to one or more natural features of the lot.

4. No fences whatsoever shall be erected or allowed to remain in the Subdivision which exceed three and one-half (3 1/2') feet in height, except those erected by the Declarant in common areas.

5. No further subdivision of existing restricted lots will be permitted; provided, however, that nothing herein contained shall prevent the combination of two or more lots for a single building site.

6. All plumbing fixtures, dishwashers, toilets or sewage disposal system shall be connected to the central sewer system of the Subdivision. No outside toilet or septic tank shall be constructed or permitted on any lot.

7. (a) No temporary house, trailer, tent or other outbuilding shall be placed, erected or permitted to remain on any lot, except for such temporary structures as may be necessary for the storage of materials during the construction of a residence on such lot (which temporary structure shall at no time be used as a dwelling place).

(b) All residential dwellings constructed on any lot shall have a fully enclosed storage area suitable for tools and machinery storage opening directly to the exterior of the residence of at least 16 square feet, with an interior wall width dimension of such storage area of not less than 3 feet. No storage or other sheds of any kind may be placed upon or allowed to remain on any lot at any time.

8. Once construction of improvements is started on any lot, the improvements must be substantially completed within six (6) months from commencement.

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

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

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

12. Every fuel storage tank and every outdoor receptacle for ashes, trash, rubbish or garbage shall be buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible from any street or common area.

13. All outdoor clothes poles, clothes lines and similar equipment shall be prohibited.

14. All lots, whether occupied or unoccupied, shall be well-maintained at all times and no unattractive growth or accumulation of rubbish or debris shall be permitted. In the event a lot owner shall violate the provisions of this section, the Association, its employees, agents and servants, may, upon ten (10) days prior written notice mailed to such lot owner, enter upon the lot, remove such growth or accumulation, and charge the cost thereof to the lot owner in the form of a special assessment, enforceable and collectible as an assessment under Article IV hereof. The Association is hereby declared to have an easement across all lots in the subdivision for such purposes.

15. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

16. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

17. No vehicle shall be parked on any street in the Subdivision. No truck shall be parked for storage overnight or longer, on any lot, in such a manner as to be visible to the occupants of other lots or the users of any street or recreation or common area.

18. No dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

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

20. There shall be no access to any lot on the perimeter of the Subdivision except from designated roads within the Subdivision.

21. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot.

22. No lot shall be subdivided or its boundary lines changed except with the written consent of the owners of all lots abutting said lot and the written consent of the owners of two-thirds of all lots shown on said map.

23. No boat, motor home, travel trailer or other vehicle except an automobile may be stored overnight on any lot unless the same be within a garage.

24. Easements and rights-of-way for the installation, construction, maintenance and inspection of utilities ten (10) feet in width are hereby established and reserved along the front, rear and all side lines of each and every lot. There are also hereby reserved and established such easements and rights-of-way as are shown on the map described above. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the Developer, a public authority or utility company is responsible.

25. The ownership of the recreational amenities within the property which may include but shall not be limited to streams, lakes, dams, marinas, benches, and lake access tracts shall be in the Association or its successors, grantees, or assigns and the use and enjoyment thereof shall be on such

terms and conditions as the Association, its successors, grantees or assigns, shall from time to time license.

26. Each such grantee also agrees, by such acceptance, to assume all the risks and hazards of ownership or occupancy attendant to the ownership of such lot, including but not limited to its proximity to any recreational facility or common area or the Intracoastal Waterway. Specifically, the Developer does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of the Intracoastal Waterway, and all ditches, streams, lakes, lagoons or other bodies of water or watercourses located in the Subdivision.

27. Each such grantee whose lots are adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

28. No tree which exceeds four (4") inches in diameter or ten (10') feet in height shall be cut, removed or intentionally damaged on any lot or common area, unless such tree interferes with the construction or safe maintenance of improvements on such lot or common area or unless such tree is diseased or dead. The owner(s) of any lot upon which a violation of this restriction occurs agrees to promptly (within 30 days after notice) replace such tree with a tree of comparable size.

29. (a) The following materials may be used for the exterior of sidings of residences in the Subdivision: stucco, cedar, fir, pine, redwood, spruce, brick, stone, slate or weathered wood, provided, however, that not more than 50 percent (or such larger percentage as may be approved in writing by the architectural review board described above) of any elevation view of any structure (excluding window, door or roof areas) shall consist of brick, stone or slate.

(b) The following materials may not be used for the exterior sidings of residences in the Subdivision: plastic, aluminum, tin, metal of any kind, white brick, red brick, clinder or concrete block, precast or poured concrete, asbestos or miami stone.

(c) The following materials may be used for the roofs of residences in the Subdivision: wood, asphalt, copper, slate, quarry tiles, or composition.

(d) The following materials may not be used for the roofs of residences in the Subdivision: aluminum, tin or plastic.

(e) All foundations of residences in the Subdivision shall be masonry construction only.

30. Signs are prohibited on any lot with the following exceptions:

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

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

31. No property owner or individual shall alter in any way any common property or common area (except with the written permission of the Association provided that such activity is required for the benefit of the Association or the Subdivision as a whole).

* *Skinner Bay only*

ARTICLE IX
Construction in Accordance
with Plans and Specifications
Applicable to Lots 401 through 448 only

Section 1. General. All structures of every type and description shall be constructed, placed or erected within the Development in accordance with the provisions of this Article IX together with other applicable provisions of this Declaration.

Section 2. Patio Home Defined. A Patio Home refers to a single-family dwelling unit consisting of one (1) or more courts partially or completely surrounded by enclosed living areas. Dwelling units constructed on Patio Home sites must be constructed so as to utilize a patio wall completely enclosing the sides and rear portions of the lot as indicated in Figure 1 described below. A dwelling unit shall utilize a portion of the patio wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the applicable provisions herein contained.

Section 3. Size of Patio Homes and Lot Coverage. All Patio Homes shall have a minimum of 950 square feet of enclosed dwelling areas as herein defined. The actual ground floor area of the house must not exceed fifty (50%) percent of the total Lot area.

Section 4. Placement of Patio Homes on Patio Lots.

(a) Units with garages facing one another may require a party easement along the "T" drive entryway. The deeds of conveyance of each Patio Home shall contain a provision that the driveway is to be jointly used and maintained by that lot owner and the adjoining lot owner on whose property the joint driveway is also located. In this configuration garages must, therefore, be placed immediately opposing one another.

(b) A garage may not be separated by more than fifteen (15) feet from the dwelling unit as measured along the lot line from front to rear.

(c) Storage areas or screened porches may be built between the unit and the garage subject to the prior approval of the developer or architectural review board.

(d) Natural features such as terrain or large or specimen trees may urge the variation of patio home placement. While the preservation of these amenities is strongly encouraged, the substantial compliance with the site plan must be adhered to. Final judgment will be made by the developer or the architectural review board.

(e) The patio home is to be designed to its site. In passing on the acceptability of a Patio Home, the architectural review board will consider plans submitted for Patio Homes on lots on each side of the plan under review.

Section 6. Location of Patio Wall.

(a) There shall be reserved a two (2) foot easement on each lot between the exterior of the patio wall and/or dwelling unit and the parallel lot boundary line for the use and enjoyment of the adjacent lot owner, only as hereinafter provided. Said two (2) foot easement area and the exterior of the patio wall and/or dwelling unit may be used by an adjacent lot owner for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the patio wall and/or dwelling unit.

(b) An eight (8) foot easement is reserved along the boundary line of each lot, opposite the boundary line along which the patio wall is to be constructed, for the construction, maintenance and repair of the patio wall and/or dwelling unit on the adjoining lot. Any shrubbery or planting in the eight (8) foot easement that is removed or damaged by the adjoining lot owner during the construction, maintenance and repair of his patio wall and/or

dwelling unit, shall be repaired or replaced at the expense of the said adjoining lot owner causing such damage.

Section 7. Character of the Patio Wall. The patio wall must form an integral part of the end wall of the house and should turn to form a courtyard wall. The patio wall should not be merely a "fence" but part of a courtyard enclosure. A long wall that ends abruptly at the setback line will not be allowed. It is visually unsettling and not in the spirit of a patio house which is to enclose outdoor space for use as an extension of living area. See Figure 1. All patio walls will extend across the side and rear lot lines so as to completely enclose the lot area, except lots 447 and 448. Rear walls on lots 409-422 shall not extend to the property line and must instead be located at least three (3) feet from the edge of the drainage ditch running along the rear of these properties. In cases where two (2) lots abut on the rear lot line, then the patio wall may become a party wall and the responsibility for construction and maintenance divided. Each owner shall be responsible for the maintenance of his entire lot whether or not it is completely enclosed by a patio wall fence.

Section 8. Height and Material of the Patio Wall. To provide visual and acoustical privacy between homes, height of the patio wall shall be a minimum of six (6) feet above finished outside floor of the rear and side deck or terrace, and of the same material as that portion of the patio wall that is the exterior wall of the house. Where the wall turns it is permissible to introduce vertical wood screening material. Acceptability of such a fence or screen material will be decided upon by the architectural review board to insure that it is consistent with good design principles, overall character of the house, and sensitively combines two materials in a solid flowing relationship.

Section 9. Temporary Privacy Wall. If a neighboring patio lot is vacant and if privacy is desired, a temporary fence erected along the property line will be permitted, subject to approval of the Developer. Cost of said fence will be borne by the lot owner erecting the fence. This fence must be removed when the patio wall is constructed on the adjacent lot.

Section 10. Use of Exterior Space in Patio Home.

(a) **Front Yard.** The patio wall extending toward the front should turn to form one or more private or semi-private outdoor enclosures to be used as a bedroom terrace, or as an entrance courtyard. In addition to a garage, screened on site parking is encouraged either in front of the garage or between the unit and the garage.

(b) **Side Yards.** In keeping with the concept of a patio home, side yards should be treated as outdoor living extensions of the home itself, and not simply as storage or usable space typical of traditional side yards. See Figure 1.

(c) **Rear Yard.** A yard enclosing wall must extend to and along the rear property line to allow the owner the maximum use of his property (except as set forth in Section 7 above).

Section 11. Maintenance of Privacy. To facilitate privacy to the neighboring lot, the dwelling unit shall be constructed so that the patio wall and the dwelling unit discourage any window or view openings looking directly into or over-viewing the adjacent lot, and provide no access way or entry way into said adjacent lot.

Section 12. Additional Requirements.

(a) No permanent structures shall be constructed in the eight (8') foot side easement to allow access for maintenance for patio wall on the adjacent lot. However, trellises, decks, terraces, removable wooden fences, or landscaping will be permitted in the easement.

(b) Cost of construction, maintenance and repair of a patio wall shall be the sole responsibility of the lot owner on whose lot the same is situated.

(c) Every effort should be made to preserve natural vegetation and to fully utilize existing topographic amenities.

ARTICLE X General Provisions

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

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

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

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, and with the consent of the owner(s) of the additional property proposed to be annexed.

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

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

Section 7. In the event of a violation or breach of any of these restrictions by any Owner, or agent of such Owner, the owners of Lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer, its successors and assigns, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. The Association is hereby granted a perpetual easement across each lot for the purposes of carrying out its responsibilities under this Section, and any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights,

reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should Developer employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for Developer's counsel shall be paid by the Owner of such lot or lots in breach thereof.

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

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

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

Section 11. The Developer expressly reserves the right to convey one or more unsold lots and/or portions of the Common Area to any person or firm or entity for the purpose of constructing a swimming facility and/or a well site on the property conveyed, which property shall not then be subject to these restrictions and which property need not necessarily be available to lot owners solely by reason of their ownership of a lot.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 22nd day of December, 1981.

WITNESS:

/s/ Peggy T. Grimes

/s/ Otis Allen Jeffcoat, III

BRIARCLIFFE YACHT CLUB, INC.
(Corporate Seal)

By: /s/ R. L. Propps
R. L. Propps,
President and Secretary

By: /s/ J. Thomas Dodson, Jr.
J. Thomas Dodson, Jr.,
Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Briarcliffe Yacht Club, Inc., by its duly authorized officers, sign, seal and as its act and deed deliver the within Declaration of Covenants, Conditions, Restrictions and Easements of Section 11 of The Forest at Briarcliffe Subdivision, and that deponent, with the other witness whose name is subscribed above, witnessed the execution thereof.

/s/ Peggy T. Grimes

SWORN to before me this

22nd day of December, 1981.

/s/ Otis Allen Jeffcoat, III (Seal)
Notary Public for South Carolina

My Commission Expires: 9-1-91

EXHIBIT "A"

to

Declaration of Covenants, Restrictions, and

Easements of Section II of the Forest at Briarcliffe Subdivision

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being between U.S. Highway No. 17 and the Intracoastal Waterway between the cities of Myrtle Beach and North Myrtle Beach, in Horry County, South Carolina, containing 30.35 acres, more or less, and being shown as Tract "A" (containing parcels "A" and "B") on map prepared by Robert L. Bellamy & Associates, Inc. dated May 15, 1980, revised February 11, 1981, recorded in the office of the Clerk of Court for Horry County in Plat Book 70 at page 104, and being more particularly described as shown on said plat, which plat is incorporated herein and made a part hereof by reference.

LESS AND EXCEPTING HOWEVER that certain piece, parcel or lot of land shown on said map as "City of Myrtle Beach (Pumping Sta.)" and more fully described in that certain deed from E. Windell McCrackin, as Trustee to City of Myrtle Beach, A Municipal Corporation, dated May 23, 1975, recorded in said Clerk's office on June 2, 1975 in Deed Book 534 at page 407, which deed conveyed said lot to the City of Myrtle Beach, A Municipal Corporation;

Said Tract "A" described above as being the same property conveyed to Briarcliffe Yacht Club, Inc. from E. Windell McCrackin, as Trustee, by deed dated February 12, 1981, recorded in said Clerk's office on February 13, 1981, in Deed Book 701 at page 1;

TOGETHER WITH the rights of the Developer to all reservations contained in Briarcliffe Acres maps of record applicable to the tract herein described;

TOGETHER WITH the right of reverter contained in that certain deed from E. Windell McCrackin, as Trustee, to City of Myrtle Beach, A Municipal Corporation, dated May 23, 1975, recorded in said Clerk's office on June 2, 1975, in Deed Book 534 at page 407.

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