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Jan 05 2023
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Joe M. Crosby, Master-in-Equity

Case No. 2020-CP-22-0072

Appellate Case No. 2022-000545

MAC Coastal Properties, Inc., Appellant-Respondent,

vs.

Shoestring Retreat, LLC, Respondent-Appellant.

RECORD ON APPEAL
VOLUME II of II
(Pages 497-679)

Tobias G. Ward, Jr., SC Bar No. 5826
J. Derrick Jackson, SC Bar No 15192
Tobias G. Ward, Jr., PA
Post Office Box 50124
Columbia, South Carolina 29250
(803) 708-4200
tw@tobywardlaw.com
dj@tobywardlaw.com
Attorneys for Appellant-Respondent

Robert Bruce Wallace, Esquire
Mary Duncan Shahid, Esquire
Nexsen Pruet, LLC
Post Office Box 486
Charleston, South Carolina 29402
Attorneys for Respondent-Appellant

INDEX

Orders

Pleadings

Testimony

Plaintiff's Exhibits

Defendant's Exhibits

EXHIBIT "A"

A 1/13 undivided interest in and to:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being located on the southeastern side of Parker Avenue in North Litchfield Beach, Georgetown County, South Carolina, and being shown and delineated on that certain Plat of Lot B, Block 2S, North Litchfield Beach, dated May 1, 1998, and revised December 29, 1998, surveyed for MAC Coastal Properties, Inc., by J. Luckey Sanders, R.L.S., which Plat is recorded in the Office of the Register of Deeds for Georgetown County in Plat Book 17 at page 545, and is incorporated herein by this reference. Reference is craved to said Plat for a complete description of the metes, bounds, courses and distances of the property.

TMS No.: 04-136-61

F:\USERS\WOH\Salley\DeedToMarkSalley.wpd
Date: 12/29/98

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR EXEMPT TRANSFERS
COUNTY OF GEORGETOWN)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information attached to this affidavit, and I understand such information.

2. The property being transferred is located at Parker Avenue, North Litchfield Beach, bearing Georgetown County Tax Map Number 04-136-61, was transferred by Salley Family Partnership to Mark H. Salley on December 30, 1998.

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):

The transfer is from a family partnership to one of the partners, and no consideration is being paid for the transfer. See Item 9 of Information section.

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Managing Partner of the Grantor.

5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Kathryn Wallace Salley
Responsible Person Connected with the Transaction

Kathryn Wallace Salley, Managing Partner
Print or Type Name Here

SWORN to before me this 30th
day of December, 1998.
William T. Hyzer (L.S.)
Notary Public for South Carolina
My Commission Expires: 6/07/2003

00018225 12/31/1998 B937 P130

envelope
Turner, Padget, Graham & Laney
28114

00018225
RECORDED 12/31/1998 04:12P
Bk:937 Pg:126 Pages:5
Fee:11.00 State:0.00 EXEMPT
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds
Wanda F. Crevatte

Salley Family Partnership

to

Mark H. Salley

Unit Lot B Blk 25
North Litchfield Beach

Recorded this 6th day of
January A. D. 1999
Edward W. Freeman
Auditor, Georgetown Co., S.C.

00018227 12/31/1998 B937 P136

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that SALLEY FAMILY PARTNERSHIP, a South Carolina general partnership["Grantor"], in the State aforesaid, for and in consideration of a partial distribution of Grantor's property to one of Grantor's partners, CHARLES W. SALLEY ["Grantee"] in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold, and released, and by these Presents does grant, bargain, sell, and release unto:

CHARLES W. SALLEY,
his heirs and assigns:

See Exhibit "A" attached hereto and made a part hereof.

This being a portion of the same property conveyed to Salley Family Partnership, a South Carolina general partnership, by Deed of Kathryn Wallace Salley (a/k/a Kathryn W. Salley), Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr., dated December 21, 1991, and recorded December 30, 1991, in the Office of the Register of Deeds for Georgetown County in Book 453 at Page 315.

GRANTEE'S ADDRESS: 1910 Old Neck Road
Columbia, South Carolina 29206

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee, Grantee's successors and assigns forever.

And the said Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said Premises unto the said Grantee, Grantee's successors and assigns, against Grantor and Grantor's successors and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

F:\USERS\WOH\Salley\DeedToCharlesSalley.wpd
Date: 12/29/98

00018227
RECORDED 12/31/1998 04:14P
Bk:937 Pg:136 Pages:5
Fee:11.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds

EXEMPT

GEORGETOWN COUNTY PARCEL # 4-136-61 RW 10

IN WITNESS WHEREOF, the Grantor has executed this Title to Real Estate.

Date: December 30, 1998

Signed, Sealed and Delivered
in the Presence of:

SALLEY FAMILY PARTNERSHIP, A SOUTH CAROLINA GENERAL PARTNERSHIP

BY: Kathryn Wallace Salley
Kathryn Wallace Salley, Managing Partner

BY: Charles W. Salley
Charles W. Salley, Partner

BY: Mark H. Salley
Mark H. Salley, Partner

Donna S. Fyle

William S. Higgins

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within-named SALLEY FAMILY PARTNERSHIP, BY KATHRYN WALLACE SALLEY, MANAGING PARTNER, CHARLES W. SALLEY, PARTNER, AND MARK H. SALLEY, PARTNER, as Grantor, sign, seal and, as Grantor's act and deed, deliver the within Title to Real Estate, and that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

Donna S. Fyle
Witness

Sworn to before me this
30th day of December, 1998
William S. Higgins
Notary Public for South Carolina
My Commission Expires: June 7, 2003

F:\USERS\WOH\Salley\DeedToCharlesSalley.wpd
Date: 12/29/98

EXHIBIT "A"

A 1/13 undivided interest in and to:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being located on the southeastern side of Parker Avenue in North Litchfield Beach, Georgetown County, South Carolina, and being shown and delineated on that certain Plat of Lot B, Block 2S, North Litchfield Beach, dated May 1, 1998, and revised December 29, 1998, surveyed for MAC Coastal Properties, Inc., by J. Luckey Sanders, R.L.S., which Plat is recorded in the Office of the Register of Deeds for Georgetown County in Plat Book 17 at page 545, and is incorporated herein by this reference. Reference is craved to said Plat for a complete description of the metes, bounds, courses and distances of the property.

TMS No.: 04-136-61

F:\USERS\WOH\Salley\DeedToCharlesSalley.wpd
Date: 12/29/98

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR EXEMPT TRANSFERS
COUNTY OF GEORGETOWN)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information attached to this affidavit, and I understand such information.

2. The property being transferred is located at Parker Avenue, North Litchfield Beach, bearing Georgetown County Tax Map Number 04-136-61, was transferred by Salley Family Partnership to Charles W. Salley on December 30, 1998.

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):

The transfer is from a family partnership to one of the partners, and no consideration is being paid for the transfer. See Item 9 of Information section.

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Managing Partner of the Grantor.

5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Kathryn Wallace Salley
Responsible Person Connected with the Transaction

Kathryn Wallace Salley, Managing Partner
Print or Type Name Here

SWORN to before me this 30th
day of December, 1998.
Willa S. Hyg (L.S.)
Notary Public for South Carolina
My Commission Expires: 6/07/2003

00018227 12/31/1998 B937 P140

envelope
Turner, Padget, Graham & Laney
28114

00018227
RECORDED 12/31/1998 04:14P
Bk:937 Pg:136 Pages:5
Fee:11.00 State:0.00 EXEMPT
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds
Wanda J. Crevatte

Salley Family Partnership

to

Charles W. Salley

int Lot B Blk 25
North Litchfield

Recorded this 6th day of
January A.D. 1999
Edwin W. Freeman
Auditor, Georgetown Co., S.C.

504

10444

BOOK 453 PAGE 315

TITLE NOT CHECKED

STATE OF SOUTH CAROLINA)
) GENERAL WARRANTY DEED
COUNTY OF GEORGETOWN)

WHEREAS, Kathryn Wallace Salley (a/k/a Kathryn W. Salley) owns 95.80% of the partnership interest in Salley Family Partnership; and

WHEREAS, Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr., each own 1.40% of the partnership interest in Salley Family Partnership; and

WHEREAS, Kathryn Wallace Salley (a/k/a Kathryn W. Salley) owns an undivided 95.80% interest in the real property conveyed herein; and

WHEREAS, Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr., each own an undivided 1.40% interest in the real property conveyed herein; and

WHEREAS, Kathryn Wallace Salley (a/k/a Kathryn W. Salley), Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr. are all of the partners of Salley Family Partnership and all of the owners of the real property conveyed herein; and

WHEREAS, Kathryn Wallace Salley (a/k/a Kathryn W. Salley), Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr., are desirous of conveying the real property set forth herein to Salley Family Partnership, each Grantor's undivided percentage interest in the said real estate being the same as his or her percentage interest in the said Partnership.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT WE, Kathryn Wallace Salley (a/k/a Kathryn W. Salley), Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr., in the State aforesaid, for and in consideration of the sum of Five and No/100 ($5.00) Dollars and for purposes of conveying the within real estate to the Grantee herein, to us in hand paid at and before the sealing of the presents by SALLEY FAMILY PARTNERSHIP, a South Carolina General Partnership having as its partners Kathryn W. Salley (a 95.80% partnership interest), Charles W. Salley (a 1.40% partnership interest), Mark H. Salley (a 1.40% partnership interest), and Julian A. SAlley, Jr. (a 1.40% partnership interest), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and released, and by these Presents do grant, bargain, sell, and release unto the said SALLEY FAMILY PARTNERSHIP, and its Successors and Assigns forever, the following described property to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said Salley Family Partnership, and its Successors and Assigns forever.

AND, We do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend, all and singular the said premises unto the said Salley Family Partnership and as hereinabove described its Successors and Assigns, against us and our Heirs, and all person whomsoever lawfully claiming, or to claim the same or any part thereof.

THIS Deed was prepared in the Law Office of Barnes, Alford, Stork & Johnson, 1613 Main Street, Columbia, South Carolina 29201.

WITNESS our Hands and Seals, this 21st day of December in the year of our Lord One Thousand Nine Hundred and Ninety-One (1991) and in the Two Hundred and Sixteenth (216th) year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Carey B Boyd
(Signature of 1st Witness)

Kathryn Wallace Salley
(Kathryn W Salley)
Kathryn Wallace Salley (a/k/a Kathryn W. Salley)

(Signature of 2nd Witness)

Carey B Boyd
(Signature of 1st Witness)

Charles W. Salley
Charles W. Salley

(Signature of 2nd Witness)

Carey B Boyd
(Signature of 1st Witness)

Mark H Salley
Mark H. Salley

(Signature of 2nd Witness)

Carey B Boyd
(Signature of 1st Witness)

Julian A Salley Jr
Julian A. Salley, Jr.

(Signature of 2nd Witness)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within named Kathryn Wallace Salley (a/k/a Kathryn W. Salley), Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr., sign, seal, and as their act and deed, deliver the within written Deed, and that s/he with the other witness as set forth above, witnessed the execution thereof.

Cary B. Boyd
(Signature of 1st Witness, same as above)

SWORN TO and subscribed before me
this 21st day of December, 1991

(L.S.)
Notary Public for South Carolina
My Commission Expires: 7/25/2000

EXHIBIT "A"
KATHRYN WALLACE SALLEY, ET AL, GRANTOR
SALLEY FAMILY PARTNERSHIP, GRANTEE
(GEORGETOWN COUNTY)

ALL OF THEIR RIGHT, TITLE, AND INTEREST, RESPECTIVELY, IN AND TO THE FOLLOWING PARCELS:

PARCEL 1

All that certain piece, parcel or lot of land, with any buildings and improvements thereon, situate, lying and being in the County of Georgetown, State of South Carolina, now or formerly in Township No. 7, and being shown and delineated on map of property of North Litchfield Beach dated December, 1959, and recorded in Plat Book O at page 4 in the office of the Clerk of Court for Georgetown County, South Carolina, and as shown on plat of property of Retreat Beach dated December 12, 1952, and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Plat Book 1 at page 25, as the western 74.3 feet of Lot 2, Block 2-S, being the said lot as shown on the aforesaid plats less that portion of the said lot which was conveyed by William B. Boyle and Thomas B. Boyle, Jr., as Trustees, to Kate H. Wallace by deed dated October 27, 1953, which said deed is recorded in the office of the Clerk of Court for Georgetown County, South Carolina. The said portion of Lot 2, Block 2-S, hereby conveyed hereby bounds and measures as follows: On the east by the remaining portion of Lot 2, Block 2-S, whereon it measures 170 feet, more or less; on the south by 3rd Street South (now Park Drive) as shown on said plats, whereon it fronts and measures 74.3 feet; on the west by Lot No. 1, Block 2-S, whereon it measures 170 feet; and on the north by Lots 5 and 6 as shown on said plats (now Lot No. A as shown on a plat recorded in Plat Book X at page 33 in the office of the Clerk of Court for Georgetown County), whereon it measures 74.3 feet, more or less. This is the same property conveyed to Thomas B. Boyle by Edwin Boyle, Jr., Thomas B. Boyle, Jr., and E. C. McGregor Boyle by deed dated March 2, 1964, and recorded in Book 59 of Deeds at page 58 in the Office of the Clerk of Court for Georgetown County, South Carolina.

EXHIBIT "A" (Continued)
(GEORGETOWN COUNTY)

PARCEL 2

All that certain piece, parcel or lot of land, with any buildings and improvements thereon, situate, lying and being in the County of Georgetown, State of South Carolina, and now or formerly in Township No. 7, and being shown and delineated on a map of property of North Litchfield Beach dated December, 1959, and recorded in Plat Book O at page 4 in the office of the Clerk of Court for Georgetown County, South Carolina, as Lot No. 1, Block 2-S, and being bounded and measuring as follows: On the north by Lots Nos. 4 and 5 of Block 2-S as shown on said map (a drive as shown on a map of a redivision of Lots Nos. 4, 5 and 6 of Block 2-S recorded in Book X at page 33 in the office of the Clerk of Court for Georgetown County) and measuring thereon 94.2 feet, more or less; on the east by Lot No.2, Block 2-S, and measuring thereon 170 feet, more or less; on the south by Park Drive (formerly 3rd Street South), and measuring thereon 94.2 feet, more or less; and on the west by Parker Avenue, and measuring thereon 170 feet, more or less. This is the same property conveyed to Thomas B. Boyle by deed dated March 2, 1964, and recorded in the office of the Clerk of Court for Georgetown County in Book 59 of Deeds at page 62.

The above Parcels 1 and 2 being those heretofore conveyed to the Grantors as applicable as follows: (1) by Deed of Thomas B. Boyle, dated November 29, 1972, and recorded December 1, 1972, in Deed Book 109, Page 72, in the Georgetown County Clerk of Court's Office; and (2) by Deed of Kathryn Wallace Salley dated September 6, 1991, and recorded September 16, 1991, in Deed Book 441, Page 340 in the Georgetown County Clerk of Court's Office.

EXHIBIT "A" (Continued)
(GEORGETOWN COUNTY)

PARCEL 3

A. The northeastern most thirty (30) feet of Lot 3 and of the eastern twenty (20') feet in width of Lot 2, in Block 2-S, as shown on a plat of a portion of Retreat Beach prepared for William B. Boyle and Thomas B. Boyle, Jr., as Trustees, dated December 12, 1952, by F. B. Jernigan, and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book I, Page 25, with any buildings and improvements thereon, and together being bounded and measuring as follows: On the Northeast by Lot No. 6 and a portion of Lot No. 5 in Block 2-S for a distance of One Hundred Seven and eight-tenths (107.8') feet, more or less; on the East by area marked "Dunes Restricted" measuring thereon thirty (30') feet; on the Southwest by the remaining portions of Lot No. 3 and a portion of Lot No. 2, in Block 2-S for a distance of One Hundred Fourteen and two-tenths (114.2') feet, more or less; and on the Northwest by the remaining portion of Lot No. 2, Block 2-S for a distance of thirty (30') feet, all of which will more fully and at large appear by reference to the aforesaid plat.

B. The northeastern most thirty (30') feet of that portion of area marked "Dunes Restricted" between northern and southern side lines of Lot 3, Block 2-S on plat of property of William B. Boyle and Thomas B. Boyle, dated August 25, 1956, and recorded in Plat Book L, Page 29, with any buildings and improvements thereon, being bounded as follows: On the northern side by a portion of the property marked "Dunes Restricted" and thereon, along the northern side line of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of Sixty (60') feet, more or less; on the easterly side by the Atlantic Ocean and measuring thereon thirty (30') feet; on the southerly side by a portion of the property marked "Dunes Restricted", and measuring thereon, along the southerly side of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less, all of which will more fully and at large appear reference being had to the aforesaid plat.

The above Parcels 3 A and B being a portion of that heretofore devised and/or conveyed to the Grantors as applicable as follows: (1) under Last Will and Testament of her Mother, Kate H. Wallace, dated March 25, 1963, as reference to the administration of the Estate of Kate H. Wallace filed in Box 1069, Package 21, 162 in the Office of the Probate Judge for Richland County will more fully show, the said Kate H. Wallace having departed this life on or about October 24, 1969; (2) by Partition Deed of the Grantor's Sister, Jean Wallace Blount, dated September 6, 1974, and recorded September 6, 1974, in Deed Book D327, Page 554, in the Richland County R.M.C. Office; and (3) by Deed of Kathryn Wallace Salley as set out hereinabove. Parcels 3 A and B being as excepted from conveyance by Grantor to Louis Eugene Haun, Jr., et ux.

EXHIBIT "A" (Continued)
(GEORGETOWN COUNTY)

The conveyance of the within Parcels is made subject to covenants, conditions, restrictions, easements, and matters of record or as would be ascertained by a current, accurate survey thereof, and taxes for the current year.

Grantees' Address: 6 Brampton Circle
Columbia, S. C. 29206

Tax Map Nos.: Parcel 1 portions of 0136-61.00.00 & 0136-62.00.00

Parcel 2 portions of 0136-61.00.00 & 0136-62.00.00

Parcel 3 portion of 0136-61.00.00

13.00

Barnes Law Firm
PB 8448
Columbia, SC
29202

FILED
BETTY L. WILLIAMS
RMC & CC

1991 DEC 30 PM 2:31

GEORGETOWN COUNTY, S.C.
BOOK 453 PAGE 315

Wanda J. Prewatte
Deputy RMC

plat 2 Blk 2-S
N Litch Beach
lot 1 Blk 2-S
pl lot 3
Dunes area

Kathryn Wallace Salley
Kathryn W.
Charles W. Salley
Mark H. Salley
Julian A. Salley, Jr
to
Salley Family Partnership

Recorded this 3rd day of
Jan A.D. 19 91
in Book ..... Page .....
Doris F. Urquhart, Deputy
Auditor, Georgetown Co., S. C.

COUNTY PARCEL # 1-136-61
M.R. 62

BOOK 453 PAGE 322

7504

BOOK 441 PAGE 340

FILED
BETTY L. WILLIAMS
CCCP & GS
91 SEP 16 AM 11:52
GEORGETOWN COUNTY, S.C.
BOOK ____ PAGE ____

TITLE NOT CHECKED

STATE OF SOUTH CAROLINA)
) GENERAL WARRANTY DEED
COUNTY OF GEORGETOWN)

KNOW ALL MEN BY THESE PRESENTS, THAT I, KATHRYN WALLACE SALLEY (a/k/a Kathryn W. Salley), in the State aforesaid, for and in consideration of the sum of Five and No/100 ($5.00) Dollars and love and affection for my sons, to me in hand paid at and before the sealing of these presents by CHARLES W. SALLEY, MARK H. SALLEY, AND JULIAN A. SALLEY, JR., in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said CHARLES W. SALLEY, MARK H. SALLEY, AND JULIAN A. SALLEY, JR., and their heirs and assigns forever, an undivided one and four tenths (1.40%) percent interest each, in and to the following described property to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr., and their heirs and assigns forever.

AND, I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular the said premises unto the said Charles W. Salley, Mark H. Salley, and Julian A. Salley, Jr., and as hereinabove described their heirs and assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

THIS Deed was prepared in the Law Offices of Barnes, Alford, Stork & Johnson, 1613 Main Street, Columbia, South Carolina 29201.

WITNESS my Hand and Seal, this 6th day of September in the year of our Lord One Thousand Nine Hundred and Ninety-One and in the Two Hundred and 1991 year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Eleanor D. Foster
(Signature of 1st Witness)

Kathryn Wallace Salley
Kathryn Wallace Salley (a/k/a Kathryn W. Salley)

(Signature of 2nd Witness)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within named Kathryn Wallace Salley (a/k/a Kathryn W. Salley), sign, seal, and as her act and deed, deliver the within written Deed, and that s/he with the other witness as set forth above, witnessed the execution thereof.

Eleanor D. Foster
(Signature of 1st witness, same as above)

SWORN to and subscribed before me
this 6th day of September, 1991

(L. S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6/28/98.

EXHIBIT "A"
KATHRYN WALLACE SALLEY, GRANTOR
CHARLES W. SALLEY, ET AL, GRANTEES
(GEORGETOWN COUNTY)

PARCEL 1

All that certain piece, parcel or lot of land, with any buildings and improvements thereon, situate, lying and being in the County of Georgetown, State of South Carolina, now or formerly in Township No. 7, and being shown and delineated on map of property of North Litchfield Beach dated December, 1959, and recorded in Plat Book O at page 4 in the office of the Clerk of Court for Georgetown County, South Carolina, and as shown on plat of property of Retreat Beach dated December 12, 1952, and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Plat Book 1 at page 25, as the western 74.3 feet of Lot 2, Block 2-S, being the said lot as shown on the aforesaid plats less that portion of the said lot which was conveyed by William B. Boyle and Thomas B. Boyle, Jr., as Trustees, to Kate H. Wallace by deed dated October 27, 1953, which said deed is recorded in the office of the Clerk of Court for Georgetown County, South Carolina. The said portion of Lot 2, Block 2-S, hereby conveyed hereby bounds and measures as follows: On the east by the remaining portion of Lot 2, Block 2-S, whereon it measures 170 feet, more or less; on the south by 3rd Street South (now Park Drive) as shown on said plats, whereon it fronts and measures 74.3 feet; on the west by Lot No. 1, Block 2-S, whereon it measures 170 feet; and on the north by Lots 5 and 6 as shown on said plats (now Lot No. A as shown on a plat recorded in Plat Book X at page 33 in the office of the Clerk of Court for Georgetown County), whereon it measures 74.3 feet, more or less. This is the same property conveyed to Thomas B. Boyle by Edwin Boyle, Jr., Thomas B. Boyle, Jr., and E. C. McGregor Boyle by deed dated March 2, 1964, and recorded in Book 59 of Deeds at page 58 in the Office of the Clerk of Court for Georgetown County, South Carolina.

EXHIBIT "A" (Continued)
(GEORGETOWN COUNTY)

PARCEL 2

All that certain piece, parcel or lot of land, with any buildings and improvements thereon, situate, lying and being in the County of Georgetown, State of South Carolina, and now or formerly in Township No. 7, and being shown and delineated on a map of property of North Litchfield Beach dated December, 1959, and recorded in Plat Book O at page 4 in the office of the Clerk of Court for Georgetown County, South Carolina, as Lot No. 1, Block 2-S, and being bounded and measuring as follows: On the north by Lots Nos. 4 and 5 of Block 2-S as shown on said map (a drive as shown on a map of a redivision of Lots Nos. 4, 5 and 6 of Block 2-S recorded in Book X at page 33 in the office of the Clerk of Court for Georgetown County) and measuring thereon 94.2 feet, more or less; on the east by Lot No.2, Block 2-S, and measuring thereon 170 feet, more or less; on the south by Park Drive (formerly 3rd Street South), and measuring thereon 94.2 feet, more or less; and on the west by Parker Avenue, and measuring thereon 170 feet, more or less. This is the same property conveyed to Thomas B. Boyle by deed dated March 2, 1964, and recorded in the office of the Clerk of Court for Georgetown County in Book 59 of Deeds at page 62.

The above Parcels 1 and 2 being those heretofore conveyed to the Grantor by Deed of Thomas B. Boyle, dated November 29, 1972, and recorded December 1, 1972, in Deed Book 109, Page 72, in the Georgetown County Clerk of Court's Office.

EXHIBIT "A" (Continued)
(GEORGETOWN COUNTY)

PARCEL 3

A. The northeastern most thirty (30) feet of Lot 3 and of the eastern twenty (20') feet in width of Lot 2, in Block 2-S, as shown on a plat of a portion of Retreat Beach prepared for William B. Boyle and Thomas B. Boyle, Jr., as Trustees, dated December 12, 1952, by F. B. Jernigan, and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book I, Page 25, with any buildings and improvements thereon, and together being bounded and measuring as follows: On the Northeast by Lot No. 6 and a portion of Lot No. 5 in Block 2-S for a distance of One Hundred Seven and eight-tenths (107.8') feet, more or less; on the East by area marked "Dunes Restricted" measuring thereon thirty (30') feet; on the Southwest by the remaining portions of Lot No. 3 and a portion of Lot No. 2, in Block 2-S for a distance of One Hundred Fourteen and two-tenths (114.2') feet, more or less; and on the Northwest by the remaining portion of Lot No. 2, Block 2-S for a distance of thirty (30') feet, all of which will more fully and at large appear by reference to the aforesaid plat.

B. The northeastern most thirty (30') feet of that portion of area marked "Dunes Restricted" between northern and southern side lines of Lot 3, Block 2-S on plat of property of William B. Boyle and Thomas B. Boyle, dated August 25, 1956, and recorded in Plat Book L, Page 29, with any buildings and improvements thereon, being bounded as follows: On the northern side by a portion of the property marked "Dunes Restricted" and thereon, along the northern side line of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of Sixty (60') feet, more or less; on the easterly side by the Atlantic Ocean and measuring thereon thirty (30') feet; on the southerly side by a portion of the property marked "Dunes Restricted", and measuring thereon, along the southerly side of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less, all of which will more fully and at large appear reference being had to the aforesaid plat.

The above Parcels 3 A and B being a portion of that heretofore devised and conveyed to the Grantor as follows: (1) under Last Will and Testament of her Mother, Kate H. Wallace, dated March 25, 1963, as reference to the administration of the Estate of Kate H. Wallace filed in Box 1069, Package 21, 162 in the Office of the Probate Judge for Richland County will more fully show, the said Kate H. Wallace having departed this life on or about October 24, 1969; and (2) by Partition Deed of the Grantor's Sister, Jean Wallace Blount, dated September 6, 1974, and recorded September 6, 1974, in Deed Book D327, Page 554, in the Richland County R.M.C. Office. Parcels 3 A and B being as excepted from conveyance by Grantor to Louis Eugene Haun, Jr., et ux.

EXHIBIT "A" (Continued)
(GEORGETOWN COUNTY)

The conveyance of the within Parcels is made subject to covenants, conditions, restrictions, easements, and matters of record or as would be ascertained by a current, accurate survey thereof, and taxes for the current year.

Grantees' Address: 6 Brampton Circle
Columbia, S. C. 29206

Tax Map Nos.: Parcel 1 portions of 0136-61.00.00 & 0136-62.00.00

Parcel 2 portions of 0136-61.00.00 & 0136-62.00.00

Parcel 3 portion of 0136-61.00.00

12.00

Barnes, Alford Stark & Johnson
P.O. Box 8448
Columbia, SC 29202

FILED
BETTY L. WILLIAMS
CCCP & GS

91 SEP 16 AM 11:52

GEORGETOWN COUNTY, S.C.
BOOK 441 PAGE 340

Wanda L. Prevatte
Deputy ccp

pt lot 2 Blk 2-S
lot 1 Blk 2-S
lot 3 Blk 2-S

Litchfield
Beach

Kathryn Wallace Salley
to
Charles W. Salley
Mark H. Salley
Julian A. Salley, Jr.

Recorded this 17th day of
September A. D. 1991
In Book ____ Page ____
Edna W. Freeman
Auditor, Georgetown Co., S. C.

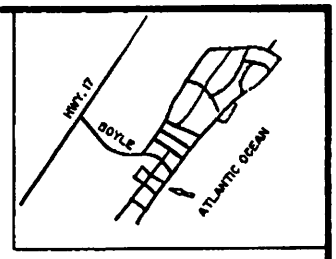
COUNTY PARCEL A-136-61
62
MSO

BOOK 441 PAGE 346

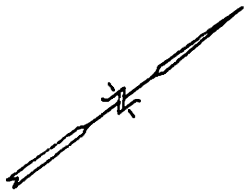
00018224 12/31/1998 B17 P545

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ARE CORRECT AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN

CERTIFIED TO BE A RESURVEY OF A PIECE, PARCEL OR LOT OF LAND SHOWN ON A MAP OF PLAT PREVIOUSLY RECORDED IN GEORGETOWN COUNTY IN PLAT BOOK 4 AT PAGE 13



VICINITY MAP



PARKER AVENUE

IRON O — N 38-00 E 84.95' — IRON O

LOT A

N 52-35 W 168.79'

LOT # 1
LOT # 2

S 51-46 E 244.80'

LOT 4

S.C.C.C. BASELINE COORDINATES

N 605929.60	E 2583969.00
N 606009.80	E 2584029.00
N 606091.50	E 2584090.00

SHORELINE CHANGE RATE STABLE

LOT 5

FLOOD ZONE AE 12 TO VE 22
COMMUNITY PANEL NUMBER
450085 0277 E
DATED 10/16/92

IRON O — IRON O

S 37-28 W 54.87'

LOT # 2
LOT # 3

79.77'

LOT 6

N/F L. E. HAUN JR.

N 606118.3391
E 2583918.2787

IRON N — IRON O

N 51-12 W

60'

153.71'

DUNES RESTRICTED

151.32'

S.C.C.C. SETBACK LINE

20'

S 36-48 W — 13.26' — 16.75' — S 36-45 W — S.C.C.C. BASELINE

50' ±

50' ±

MEAN HIGH WATER ±

PLAT

LOT 8, BLOCK 2S, NORTH LITCHFIELD BEACH

SURVEYED FOR

MAC COASTAL PROPERTIES, INC.

GEORGETOWN CO., S.C. (TAX DISTRICT # 4)

SCALE: 1"=50'

0' 50' 100'

MAY 1, 1996

J. LUCKEY SANDERS R.L.S.

REVISED DEC. 29, 1998 TO SHOW NAME CHANGE
NO FIELD WORK DONE AT THIS TIME

J. LUCKEY SANDERS REGISTERED LAND SURVEYOR

NOTE: PROPOSED HOUSE SITE IS IN VE-17

TAX MAP # 04-136-61

00018224 RECORDED 12/31/1998 04:11P
Bk:17 Pg:545 Pages:1
Fee:5.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds
Wanda G. Crawford

L-3374

N288701

AGREEMENT TO BUY AND SELL REAL ESTATE
RESIDENTIAL

1. **PARTIES:** This legally binding Agreement entered into on February 23, 20 19

between, Buyer(s), Holly H. McManus or her assigns, (hereinafter called **"BUYER"**), and

Seller(s), Katharine Alden Haun, (hereinafter called **"SELLER"**). The

property shall be deeded in the name(s) of Robert T. McManus and Holly H. McManus

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot PT 2&3 Block 2S Section _____ Subdivision N Litchfield

Address 183 Summertime Lane

Tax Map # _____ City Pawley's Island Zip 29585

County of Georgetown, State of South Carolina.

Seller represents that the property is connected to [X] public sewer system or to [ ] septic tank or to [ ] public water or to [ ] well system or to [ ] other _____.

No personal property will convey as a part of this sale, except as described: ~~All furniture, fixtures, artwork and other furnishings are included in the sale except as specifically described on a mutually agreed upon list~~ N/A

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before September 1, 20 19, not later than 9:00 p.m. **Time is of the essence.** Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be One Million Seven Hundred ~~Fifty~~ SIXTY Thousand dollars, $ 1,750,000.00 1,760,000

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: [X] Cash; or [ ] Subject to Financing. Financing to be obtained by [ ] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of $ 200,000 - loan: see promissory note Buyer and Seller authorize n/a, as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by [ ] Cash, [ ] Check, or [X] Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

[ ] BUYER [ ] BUYER [ ] SELLER [ ] SELLER HAVE READ THIS PAGE

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a n/a % loan (loan-to-value ratio) within n/a days from the execution of this Agreement and shall provide Seller with satisfactory loan approval within n/a days. **Time is of the essence.** Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above conditions, Buyer shall be in default of this agreement subject to the terms of paragraph 16.
FHA Mortgage Insurance ☐ will ☐ will not be added to the mortgage. VA funding fee ☐ will ☐ will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:
(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms:_____

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan ☐ will ☒ will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐ Buyer or ☐ Seller not to exceed $_____.

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 5:00 o'clock P M. on February 25, 2019 unless accepted or countered by Seller in written form prior to such time. **Time is of the essence.**

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 5 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. **Time is of the essence.**

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

BUYER [____] BUYER SELLER [____] SELLER HAVE READ THIS PAGE

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender, at Buyer's option shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**
(A) **Seller's Property Condition Disclosure Statement**: (check one)

☐ Buyer and Seller agree that Seller will **not** complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☒ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et.seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understand and agree that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection**: Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances prior to the day of closing or possession. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified within 40 consecutive days after both parties have signed this Agreement. **Time is of the essence.** If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance**: After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report**: If the property to be sold has been previously occupied, ☒ The Buyer ☐ The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before March 30, 20 19. **Time is of the essence.** If Buyer fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.
If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) **Repairs:** The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, and the dwelling structurally sound and wood infestation treatment, if any, required by section (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) **Residential Dwellings Built before 1978:** (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on _____, 20____. **(Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information).** This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☒ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information. The Buyer understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) **Disclaimer:** The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller. Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. **APPRAISED VALUE:** (check one)

☒ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price.

☐ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

[illegible] BUYER [____] BUYER [illegible] SELLER [____] SELLER HAVE READ THIS PAGE

21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☒ Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on the reverse, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** **According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker may place deposited earnest monies into an interest bearing trust account and that Broker will retain all interest incurred in said account in which case all interest earned on Broker's interest bearing trust account shall be donated on a regular basis to a charity of Broker's choice.**

28. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) Due Diligence Addendum

BUYER [____] BUYER [X] SELLER [____] SELLER HAVE READ THIS PAGE

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Holly H. McManus Date 2/23/19 Time 5:00 pm

WITNESS: ROBERT T MCMANUS Date 2/23/19 Time 5:01 PM

BUYER: Holly H. McManus Date 2/23/19 Time 5:00 pm

WITNESS: [illegible] Date 2/23/19 Time 5:01 PM

SELLER: Katharine Alden Haun Date 2/23/19 Time 5:30 pm

WITNESS: LOUIS HAUN, JR Date 2/23/19 Time 5:30 pm

SELLER: X Katharine A. Haun Date 2/23/19 Time 5:30 PM

WITNESS: X Louis E. Haun Jr Date 2/23/19 Time 5:30 pm

LISTING AGENT AND COMPANY n/a

SELLING AGENT AND COMPANY n/a

ESCROW AGENT ACKNOWLEDGMENT n/a

DUE DILIGENCE ADDENDUM

The Parties agree as follows in reference to the Agreement to Buy and Sell Real Estate for the Property known as: 183 Summertime Lane Pawley's Island, SC 29585 Georgetown County, Lot PT 2&3 Block 2S North Litchfield Subdivision.

THE DUE DILIGENCE PERIOD ends no later than 40 days after the Agreement's original Effective Date unless all Parties agree in writing to extend the Due Diligence Period.

During the Due Diligence Period. Buyer may take timely/prudent steps to help Buyer/Inspectors and Seller/Estimators all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/property Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with the Agreement and the laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Agreement or the Parties agree on an amended Agreement, the Buyer can rely on #1, #2, #3, #4 and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

(1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
(2) Deliver Repair Requests Notice to Seller [e.g. SCR 525 with repair requests, all/portions of reports]
(3) Proceed under amended Agreement [e.g.SCR310 and SCR 525, SCR 390, SCR 391]
(4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
(5) Terminate Contract by timely/properly Delivering "Notice of Termination" to Seller within the Due Diligence Period.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Agreement only by Delivering to the Seller a Notice of Termination. DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED AGREEMENT WITH THE SELLER OR BUYER FAILS TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE AGREEMENT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. The Parties agree "AS IS" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Agreement.

BUYER: Kelly H McManus **Date:** 2/23/19 **Time:** 5:00 pm

SELLER: Katherine C Ha **Date:** 2/23/19 **Time:** 5:00 PM

AGREEMENT TO BUY AND SELL REAL ESTATE
RESIDENTIAL

1. PARTIES: This legally binding Agreement entered into on July 10 20 19, between Buyer(s) Troy H. McManus or his assigns (hereinafter called "BUYER"), and Seller(s) Ballesha Aldri Hahn (hereinafter called "SELLER"). The property shall be deeded to the name(s) of Blossoming Holdings LLC.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot 2 Block 2-B Section ____ Subdivision N/A Hatfield
Address 183 Hammerhead Lane
Tax Map # ____, City Pawleys Island Zip 29585
County of Georgetown State of South Carolina.

Seller represents that the property is connected to: [X] public sewer system or to: [ ] septic tank or to: [ ] public water or to [ ] well system or to [ ] other ____

No personal property will convey as a part of this sale, except as described: ____

3. CONVEYANCE SHALL BE MADE: Conveyance shall be made, subject to all agreements, covenants, rules and regulations of any property owners association, provided they do not make the title unmarketable and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and/or a proper general warranty deed in fee simple, free of encumbrances, except as herein stated. Seller agrees to pay all ordinary deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before September 20 19, not later than 6:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. POSSESSION: Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. PURCHASE PRICE shall be One Million Six Hundred Thousand dollars, $ 1,600,000.00.

6. METHOD OF PAYMENT: Purchase price shall be paid as follows: [X] Cash or [ ] Subject to Financing. Financing to be obtained by: [ ] Conventional [ ] Seller [ ] VA [ ] FHA [ ] Other terms: ____

7. EARNEST MONEY: This offer is accompanied by an earnest money deposit of $ 200,000.00 - see promissory note ____ to be held by Escrow Agent, to hold and Buyer and Seller authorize ____ to disburse earnest money according to the terms of this agreement. Earnest money paid by [ ] Cash, [ ] Check, or [X] Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the conclusion of this sale, the earnest money deposit shall be credited to the Buyer.

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

(___) Buyer (___) Buyer (___) Seller (___) Seller

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PLAINTIFF'S EXHIBIT 1 McManus 8-27-20

PENGAD 800-631-6989

8. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a ___VA___ % loan (loan-to-value ratio) within ___10___ days from the execution of this Agreement and shall provide Seller with satisfactory loan approval within said period, and to diligently pursue the application. In the event Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the funding company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above conditions, Buyer shall be in default of this agreement subject to the terms of paragraph 10.

FHA Mortgage Insurance [ ] will [ ] will not be added to the mortgage. VA funding fee [ ] will [ ] will not be added to the mortgage.

9. CLOSING COSTS: Unless otherwise agreed, closing costs, including all loan charges and prepaid recording fees, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: _____

10. HOME PROTECTION PLAN COVERAGE: Both parties understand that a third party home warranty Plan [ ] will [X] will not be issued at closing. If applicable, the warranty premium will be paid at closing by the [ ] Buyer or [ ] Seller not to exceed $_____.

11. EXPIRATION OF OFFER: The offer from Buyer shall be withdrawn at ___6:00___ o'clock ___P.___M. on ___August 16, 2010___ unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. EXTENSION AGREEMENT: If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed ___0___ consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. ADJUSTMENTS: Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS. Property taxes and rent as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. RISK OF LOSS OR DAMAGE: In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding thereunder, or of terminating this Agreement.

16. DEFAULT: If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said release are executed or until a court of competent jurisdiction is taken legal disposition.

[illegible] BUYER I.___ [illegible] BUYER I.___ [illegible] SELLER I.___ [illegible] SELLER INITIALS THIS PAGE

17. ACTUAL COST INCURRED shall include all costs and expenses of examination required of any party [illegible] to effect to consummate this sale. Such costs shall include, but not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. SURVEY, TITLE EXAMINATION, AND INSURANCE: The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be cancelled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender, at Buyer's option shall be assigned to Buyer with permission of Lender and premium prorated to date of closing.

19. CONDITION OF PROPERTY:
(A) Seller's Property Condition Disclosure Statement: (check one)

☐ Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☒ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the execution of this agreement. If the Seller discovers, after the delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understand and agree that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) Inspection: Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances prior to the day of closing or possession. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified within 20 consecutive days after both parties have signed this Agreement. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) Maintenance: After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) Wood Infestation Report: If the property to be sold has been previously occupied, ☒ The Buyer ☐ The Seller *shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before* August 1, 20 10. *Time is of the essence.* If Buyer fails to have *the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.*

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil cleaning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

BUYER ____ INITIAL BUYER SELLER ____ INITIAL SELLER HAVE READ THIS PAGE

21. DUAL AGENCY BROKERS AND AGENTS: The parties acknowledge that the Listing and Cooperating Brokers and their agents [illegible] to act only as agents of any kind, express or implied, as to the physical condition of the property or its [illegible] or to substitute or improvement records or systems, [illegible] but not limited to heating, cooling, [illegible] appliances, heating and air conditioning systems, plumbing, sewage, electric systems, roof or foundation, [illegible] warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or any [illegible] thereof, any implied warranty hereby disclaimed, (3) Give no warranty as to law, (4) Give no warranty or [illegible] concerning (a) any installation or inspection concerning the condition of the property, (b) any matters which would be [illegible] to a zoning survey of the property, and (c) the accuracy of the published square footage of the property. The [illegible] acknowledges that Seller and Seller's Agents have not made any oral or written representations to Buyer regarding the [illegible] property because to reasonable benefit for Buyer from matters; (b) model arrangements except that Buyer may rely [illegible] Buyer as business or (c) other economic benefits to the Buyer.

22. STORM DRAINS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☒ Seller's expense.

23. MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes and claims misrepresentations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The mediation phase shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. ENTIRE AGREEMENT: This written instrument, including the additional terms and conditions set forth on the reverse, constitutes the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not relied or relied upon any statements or representations by either Broker or their agents which are not expressly stated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications of any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. [illegible] ACCOUNT OF QUESTIONABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on earnest money deposit would belong to Buyer until the closing of the transaction referenced herein. [illegible] understand that Broker may place deposited earnest monies into an interest bearing trust account [illegible] Broker will remit all interest incurred in said account in which case all interest earned on [illegible] earnest money deposit, if not secured shall be donated on a regular basis to a charity of Broker's choice.

28. OTHER PROVISIONS: These stipulations shall prevail unless modified in writing: (attach and reference addendum if necessary) _____ The Listing Addendum & Selling Addendum _____

_____

[illegible] Buyer(s) [illegible] Seller(s) [illegible] HAVE READ THIS PAGE

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DUE DILIGENCE ADDENDUM

The Parties agree as follows in reference to the Agreement to Buy and Sell Real Estate for the Property known as: 183 Summertime Lane Pawley's Island, SC 29585 Georgetown County, Lot 2 Block 2-S North Litchfield Subdivision:

THE DUE DILIGENCE PERIOD ends on August 15, 2019 unless all Parties agree in writing to extend the Due Diligence Period.

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors and Seller/Estimators all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with the Agreement and the laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Agreement or the Parties agree on an amended Agreement, the Buyer can rely on #1, #2, #3, #4 and #5. TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.

(1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
(2) Deliver Repair Requests Notice to Seller [e.g. SCR 525 with repair requests, all/portions of reports]
(3) Proceed under amended Agreement [e.g. SCR310 and SCR 525, SCR 390, SCR 391]
(4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
(5) Terminate Contract by timely/properly Delivering "Notice of Termination" to Seller within the Due Diligence Period.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Agreement only by Delivering to the Seller a Notice of Termination. DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED AGREEMENT WITH THE SELLER OR BUYER FAILS TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE AGREEMENT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. The Parties agree "AS IS" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Agreement.

BUYER: Holly H McManus Date: 7/18/19 Time: 10:00a.m.

SELLER: Catherine A. Hare Date: 7/18/19 Time: 11:50am

AND TITLE INSURANCE PROVIDING COVERAGE FOR THE SUBDIVISION RESTRICTION

PRICING ADDENDUM

The Parties agree as follows in reference to the Agreement to Buy and Sell Real Estate for the Property known as: 183 Summerline Lane Pawley's Island, SC 29585 Georgetown County, Lot 2, North Litchfield Subdivision

IF BUYER RECEIVES ALL GOVERNMENTAL APPROVALS NECESSARY TO SUBDIVIDE THE PROPERTY ON OR BEFORE ~~JANUARY 1, 2020~~ MARCH 9, 2020 THE PURCHASE PRICE WILL BE INCREASED TO ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS ($1,800,000.00) AND BUYER WILL DELIVER THE ADDITIONAL ~~TWO~~ ONE HUNDRED THOUSAND DOLLARS TO SELLER WITHIN FIVE (5) DAYS OF RECEIPT OF ALL SUCH GOVERNMENTAL APPROVALS AND TITLE INSURANCE COVERAGE.

BUYER: Holly H McManus Date: 7/18/19 Time: 10:00 a.m.

SELLER: Katherine C Hall Date: 7/18/19 Time: 11:50 a.m.

IF BUYER DOES NOT RECEIVE SUCH GOVERNMENTAL APPROVALS AND TITLE INSURANCE COVERAGE BY SUCH DATE, SELLER WILL REFUND TO BUYER ONE HUNDRED THOUSAND DOLLARS ($100,000) WITHIN FIVE (5) DAYS OF SUCH DATE.

BUYER: Holly H McManus Date: 8/22/19

SELLER: Katherine C Hall Date: 8/26/19

PRICING ADDENDUM DELETED FROM CONTRACT THIS AUGUST 30, 2019

Holly H McManus 8/30/19 SELLER Katherine C Hall 8/31/19

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BOOK ____ PAGE ____

FILED
BETTY L. WILLIAMS
CCCP&GS
GEORGETOWN COUNTY, S.C.
MAR 17 2 44 PM '89

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PARTIAL AND IRREVOCABLE WAIVER
OF RIGHT TO AMEND RESTRICTIONS
FOR NORTH LITCHFIELD BEACH

WHEREAS, North Litchfield Beach, Inc., acquired forty five (45) acres, more or less, by deed of Thomas B. Boyle, et al., dated June 1 and recorded June 2, 1959 in the Office of the Clerk of Court for Georgetown County in Deed Book 33 at page 283; and

WHEREAS, the aforementioned acreage was thereafter subdivided and lots were sold pursuant to a plat entitled "Map of North Litchfield Beach", prepared by Samuel M. Harper, R.L.S., dated December 1959 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Books O, P and Y at pages 4, 12 and 13, respectively, copies of these plats being attached hereto and expressly incorporated herein by reference and, pro tanto, made a part and parcel hereof; and

WHEREAS, North Litchfield Beach, Inc. & Litchfield Realty Company merged into Litchfield Beach, Inc. as the surviving corporation pursuant to Articles of Merger dated November 6, 1965, recorded November 9, 1965 in the Office of the Secretary of State for South Carolina and recorded November 15, 1965 in the Office of the Clerk of Court for Georgetown County in Charter Book 3 at page 150; and

WHEREAS, Litchfield Beach, Inc. thereafter merged into Fairlane Finance Co., Inc. as the surviving corporation and the name of the surviving corporation was changed to Fairlane/Litchfield Company, Inc. pursuant to Articles of Merger filed July 31, 1973 in the Office of the Secretary of State for South Carolina and recorded September 17, 1973 in the Office of the Clerk of Court for Georgetown County in Charter Book 4 at page 205; and

WHEREAS, Fairlane/Litchfield Company, Inc., thereafter changed its name to The Litchfield Company of South Carolina, Inc. pursuant to Articles of Amendment dated June 22, 1982, recorded in the Office of the Secretary of State for South Carolina on June 23, 1982, and recorded November 15, 1982 in the Office of the Clerk of Court for Georgetown County in Miscellaneous Book 3 at page 325; and

WHEREAS, The Litchfield Company of South Carolina, Inc., effective as of December 31, 1986, was dissolved and its successor in interest is The Litchfield Company of South Carolina Limited Partnership as reflected in an Agreement and Certificate of Limited Partnership recorded March 9, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 244 at page 1318; and

WHEREAS, various lots shown on the aforementioned plats, as reflected in deeds filed in the Office of the Clerk of Court for Georgetown County, were conveyed pursuant to indenture deeds which all contain identical conditions, covenants and restrictions;

WHEREAS, in pertinent part and with regard to these conveyances, the first condition, covenant and restriction states the lots as conveyed "shall be restricted to residential purposes only..."; and

WHEREAS, the following condition, covenant and restriction also appears in all of the aforementioned indenture deeds:

> It is understood and agreed that these covenants, conditions and restrictions are made solely for the benefit of the grantor and the grantee herein and may be changed at any time by mutual consent in writing of the parties hereto, their heirs, successors, or assigns.

WHEREAS, The Litchfield Company of South Carolina Limited Partnership, as the successor in interest to the aforementioned entities, is desirous of waiving its right to consent to the amendment of only that portion of the condition, covenant and restriction which restricts the use of those lots at North Litchfield Beach to residential purposes so that it shall hereafter be irrevocably and forever estopped to grant its consent and thereby change that portion, and only that portion, of the common condition, covenant and restriction which states that the lots as conveyed "shall be restricted for residential purposes only...."

W I T N E S S E T H:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP, by and through its duly authorized general partner(s), in the State aforesaid, for and in consideration of the recitals above in the State aforesaid, has unilaterally and irrevocably waived, and by these presents does hereby unilaterally and irrevocably waive, its right to consent to the amendment of the conditions, covenants and limitations contained in indenture deeds for residential lots previously conveyed which are located within North Litchfield Beach pursuant to the following terms:

> The following residential lots heretofore conveyed pursuant to indenture deeds and shown on a plat entitled "Map of North Litchfield Beach", prepared by Samuel M. Harper, R.L.S., dated December 1959 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book Y at pages 13 shall and hereby are irrevocably restricted to residential purposes only, it being expressly understood that the undersigned, based upon the conditions, covenants and limitations contained in the aforementioned indenture deeds, be and hereby is irrevocably estopped from granting its consent in writing for the development or use of the following lots as shown on that plat for any purpose other than residential purposes:

A-135-138 th 157

Lot Nos. (1) through (21), inclusive, and that lot shown as "Reserved" measuring 40' x 200', lying within Section A;

A-133-145 th 173

Lot Nos. (1) through (29), inclusive, lying within Section B;

4-133 - 20 + 2 34 Lot Nos. (1) through (15), inclusive, lying within Section C;

104 - 121 Lot Nos. (1) through (18), inclusive, lying within Section D;

125 - 144 Lot Nos. (1) through (20), inclusive, lying within Section E;

Lot Nos. (1) through (27), inclusive, lying within Section F;

Lot Nos. (1) through (23), inclusive, lying within Section G;

Lot Nos. (1) through (15), inclusive, lying within Section H;

Lot Nos. (1) through (23), inclusive, lying within Section I;

Lot Nos. (1) through (23), inclusive, lying within Section J;

Lot Nos. (1) through (10), inclusive, lying within Section K;

Lot Nos. (1), (1A), (2) through (36), inclusive, and that lot shown as "Reserved" fronting in Boyle Road, Lot (1A) and waters of the lake, lying within Section L;

Lot Nos. (1) through (25), inclusive, lying within Section M;

Lot Nos. (1) through (39), inclusive, lying within Section N;

Lot Nos. (1) through (5), inclusive, lying within Section O;

Lot Nos. (1) through (25), inclusive, lying within Section P;

Lot Nos. (1) through (20), inclusive, lying within Section Q;

Lot Nos. (1) through (11), inclusive, and that lot shown as "Water Works", lying within Section R;

Lot Nos. (1) through (8), inclusive, lying within Section S;

Lot Nos. (1) through (5), inclusive, lying within Section T;

Lot Nos. (4) through (8), inclusive, and that lot shown as "Reserved" measuring 36.7' x 183', lying within Section U;

Lot shown as "Reserved, Section V, 2.5 acres";

Lot Nos. (1) through (8), inclusive, lying within Section W;

Lot Nos. (1) through (10), inclusive, lying within Section X;

Lot shown as "George D. Patterson", lying to the West of Block 15S;

Lot Nos. (1) and (2) lying within Block ON;

Lot Nos. (1) through (4), inclusive, lying within Block 1N;

Lot Nos. (1) through (5), inclusive, lying within Block 2N;

Lot Nos. (1) through (5), inclusive, lying within Block 3N;

Lot Nos. (1) and (2) lying within Block 0S;

Lot Nos. (1) through (4), inclusive, lying within Block 1S;

Lot Nos. (1) through (6), inclusive, lying within Block 2S;

Lot Nos. (1) through (4), inclusive, lying within Block 3S;

Lot shown as "Boyle" lying between sand dunes, Block 3S and Block 4S;

Lot Nos. (1) through (6), inclusive, lying within Block 4S;

Lot Nos. (1) through (8), inclusive, lying within Block 11S;

Lot Nos. (1) through (8), inclusive, lying within Block 12S;

Lot Nos. (1) through (7), inclusive, Lot No. 7A and Lot Nos. (8) through (15), inclusive, lying within Block 13S;

Lot Nos. (1) through (9), inclusive, lying within Block 14S; and

Lot Nos. (1) through (7), inclusive, lying within Block 15S.

IT IS EXPRESSLY UNDERSTOOD that this document affects and shall only be construed to affect lots which, according to the aforementioned plat recorded in Plat Book Y at page 13, lie to the South of lands of Brook Green Plantation, to the West of the Atlantic Ocean, to the North of lands now or formerly of International Paper Company and to the East of lands knows as Waccamaw Trace as shown on a plat entitled "Map of 162.67 acres of land in Tax District No. 4 being a part of North Litchfield Beach known as Waccamaw Trace surveyed for The Litchfield Company of South Carolina", prepared by Samuel M. Harper, R.L.S., and dated June 20, 1984, a copy of this plat being expressly incorporated herein by reference and, pro tanto, made a part and parcel hereof.

WITNESS its Hand and Seal this 14th day of March, in the year of our Lord one thousand nine hundred and eighty-nine and in the two hundred and thirteenth year of the Sovereignty and Independence of the United States of America.

THE LITCHFIELD COMPANY OF SOUTH CAROLINA
LIMITED PARTNERSHIP

By: Litchfield Partners, A General Partnership, by and through Litchfield Enterprise Inc., & William M. Webster, III, its General Partners

(2) Renee Y. Thompkins

(2) Rhonda L. McDaniel

(1) By: William M. Webster, III, its General Partner and authorized agent for Litchfield Enterprise, Inc.

****

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

PROBATE

Personally appeared before me, the undersigned witness who, being duly sworn, says that (s)he saw the above named The Litchfield Company of South Carolina Limited Partnership, by and through William M. Webster, III, sign, seal, and as its act and deed deliver the within written instrument, and that (s)he with the other subscribing witness, witnessed the execution thereof.

(3) Renee Y. Thompkins

SWORN to before me this 17th day of March, A.D., 1989.

(1) Rhonda L. McDaniel
Notary Public for South Carolina
My Commission expires: 4-11-93
(SEAL)

hdy:misc\amendnlb

6.00 MPD

FILED
BETTY L. WILLIAMS
CCCP&O.S.

MAR 17 2 44 PM '89

GEORGETOWN COUNTY, S.C.

BOOK 326 PAGE 273.

Wanda J. Chewatte
Deputy Comp

4-132-7
Note

Litchfield Company of
SC Ltd

Recorded this 20th day of
March A.D. 19 89
In Book A-1 Page 706
Auditor, Georgetown Co., S.C.

COUNTY PARCEL # 4-132-7

MBO

BOOK 326 PAGE 278

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ASSIGNMENT OF DEVELOPER RIGHTS

This Assignment of Developer Rights (hereinafter "Agreement") is entered into to be effective as of the 11 day of ~~August~~ September, 1997 by The Litchfield Company of South Carolina Limited Partnership (hereinafter "Assignor"), assigning certain developer rights to Litchfield Beaches Property Owner's Association, Inc. (hereinafter "Assignee").

WHEREAS, Assignor is the successor in interest to the developers of the South Litchfield Beach and North Litchfield Beach areas. Assignor entered into that certain Assignment of Right of Abatement and Right to Enforce Compliance with Restrictions for South Litchfield Beach recorded at Deed Book 338, page 125, Office of the RMC for Georgetown County and that certain Assignment of Right and Abatement of Right to Enforce Compliance with Restrictions for North Litchfield Beach recorded at Deed Book 338, page 117, in the RMC Office of Georgetown County between Assignor and Assignees (collectively, the "Assignments"); and

WHEREAS, Assignor intended to assign certain developer rights to Assignee including the right of abatement and the right to amend certain covenants, conditions and restrictions; and

WHEREAS, certain rights intended to be assigned by the Assignments may not have effectively transferred to Assignee; and

WHEREAS, Assignor desires to reconfirm the Assignments and to the extent any rights remain in Assignor, to assign said rights retained by Assignor to the Assignee as set forth herein.

NOW, THEREFORE, for and in consideration of the agreement and covenants contained in the Assignments and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has assigned, set over and transferred and by these presents does hereby assign, set over and transfer unto Assignee all of Assignor's (or any predecessor of Assignor's) right, title and interest, if any, as grantor/declarant of any covenants, conditions, restrictions or indentures affecting properties described in the Assignments, regarding the subjects of the Assignments and/or the rights to consent to any amendment to the restrictions, covenants or conditions referred to in the Assignments. By this Agreement, Assignor desires to vest in Assignee any rights remaining with Assignor as to abatement and/or enforcement or amendment of any covenant, condition, restriction for the property referenced in the Assignments.

COUNTY PARCEL # _____

RWD

IN WITNESS WHEREOF, Assignor has executed this Agreement to be effective as of the date and year first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mona S Jordan

Dan W. Stacy

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP

By its sole General Partner:
Litchfield Enterprises, Inc.

By: D G Mahon III (Seal)
Title: President

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF GEORGETOWN)

I, Daniel W. Stacy Jr, a Notary Public residing in the County and State aforesaid, do certify that The Litchfield Company of South Carolina Limited Partnership, by its sole general partner, Litchfield Enterprises, Inc., by Douglas G. Mahon, III, its President, who is personally known to me, this day appeared before me personally and did acknowledge that it did sign, seal and deliver the foregoing instrument of its own free will and accord, for the purposes therein named and expressed.

SWORN to before me this 11 day of September, 1997.

Dan W. Stacy (L.S.)
Notary Public for SC
My Commission Expires:

00024830 09/12/1997 B805 P223

10942 McNan

00024830
RECORDED 09/12/1997 09:40A
Bk:805 Pg:221 Pages:3
Fee:8.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Ruby Ann Moore, Clerk of Court
Marlene Shelly, Deputy CCCP

Litchfield Company of SC LLC

to

Litchfield Beaches Property Owners Association Inc

Assignment of Developer Rights

Recorded this 16th day of September A. D. 1997
in Book _____ Page _____
Edna W. Freeman
Auditor, Georgetown Co., S. C.

542

South Carolina Land records

Thursday, July 2, 2020

Print Search Results

Office Type: Recorded Land

Name Search

Document Search

Book/Page Search

***Book/Volume:** 805

	From	To
Page:	221	221

Recorded Date:

From: 01/03/1977 **To:** 06/30/2020

25 Results Per Page

Search Now

Date Search

Real Property Official Records Search

Search Results for Georgetown County

Details

Number	File Date	Inst. Date
199700024830	9/12/1997 09:40:00AM	0/0/0

Type	Volume	Page	# of Pages
(ASSIGNMENTD)	000805	0221	

Series	Name
Grantor	LITCHFIELD COMPANY OF S C LTD
Grantee	LITCHFIELD BEACHES PROPERTY OWNERS ASSN INC

Free Form

ASSIGNMENT OF DEVELOPER

Remarks RIGHTS

Instrument 200900037928 Book 1385 Page 225

McNAIR LAW FIRM, P.A. (JBM)

Grantee's Address: 233 Laurens Road, Greenville, SC 29607-3295

STATE OF SOUTH CAROLINA)
) QUIT CLAIM DEED
COUNTY OF GEORGETOWN)

WHEREAS, The Litchfield Company of South Carolina Limited Partnership, a South Carolina limited partnership, has this date conveyed various properties owned by it to Litchfield Crossing Development Co., LLC, a South Carolina limited liability company, incidental to the liquidation of its assets; and

WHEREAS, it is the desire of and the intention of The Litchfield Company of South Carolina Limited Partnership to convey unto Litchfield Crossing Development Co., LLC, all easements, appurtenances, and interests in land owned by The Litchfield Company of South Carolina Limited Partnership in Georgetown County, South Carolina not previously conveyed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP**, a South Carolina limited partnership (the "Grantor"), for and in consideration of the sum of Five and No/100 Dollars ($5.00) to it in hand paid at and before the sealing of these presents by **LITCHFIELD CROSSING DEVELOPMENT CO., LLC ("Grantee")**, (the receipt and sufficiency of which is hereby acknowledged), has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim, unto the said **LITCHFIELD CROSSING DEVELOPMENT CO., LLC,** its successors and assigns forever:

ALL easements, appurtenances, and interests in land owned by Grantor herein in Georgetown County, South Carolina.

It is understood and agreed that the above is conveyed subject to any and all restrictions, rights-of-way, or easements of record and which may actually appear on the premises.

TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said **LITCHFIELD CROSSING DEVELOPMENT CO., LLC**, its successors and assigns, forever.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

GEORGETOWN COUNTY PARCEL # SPE

200900037928
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE EXEMPT
12-04-2009 At 09:30 am.
DEED 10.00
STATE TAX .00
COUNTY TAX .00
Book 1385 Page 225 - 228

GEORGETOWN 156687v1

WITNESS the execution hereof by Grantor this 11TH day of November, 2009.

Signed, Sealed and Delivered
in the Presence of:

THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP

By: Its sole General Partner
Litchfield Enterprises, Inc.

By: (Seal)
Douglas G. Mahon, III
Its: President/CEO

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF GEORGETOWN)

I, Charles E. McDill, II, Notary Public, do hereby certify that The Litchfield Company of South Carolina Limited Partnership, by its sole general partner, Litchfield Enterprises, Inc., by Douglas G. Mahon, III, its President/CEO, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 11 day of November, 2009.

(L.S.)
Notary Public for S.C.
My Commission Expires: Oct 4, 2012

GEORGETOWN 156687v1

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located in Georgetown County.

3. Check one of the following:
(a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _X_ exempt from the deed recording fee because #1. (If exempt, please skip items 4-7, and go to item 8 of this affidavit).

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
(b) ___ The fee is computed on the fair market value of the realty which is _____.
(c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes __ or No __ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:
(a) ___ Place the amount listed in item 4 above here:
(b) ___ Place the amount listed in item 5 above here:
(If no amount is listed, place zero here).
(c) ___ Subtract line 6(b) from 6(a) and place here.

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is $0.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 11 day of November, 2009.

_____
Notary Public for South Carolina
My commission expires: Oct 4, 2012

The Litchfield Company of South Carolina Limited Partnership
By: Its Sole General Partner
Litchfield Enterprises, Inc.
By: _____ (Seal)
Douglas G. Manon, III
Its: President/CEO

GEORGETOWN 156687v1

Instrument	Book	Page
200900037928	1385	228

91230 McNair

200900037928
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE **EXEMPT**
12-04-2009 At 09:30 am.

DEED	10.00
STATE TAX	.00
COUNTY TAX	.00

Book 1385 Page 225 - 228

Wanda J. Prevatte

RECORD THIS DATE

AUDITOR GEORGETOWN CO.
LINDA S. MOCK

04022 McNair (JBMjr/rmh) BOOK 338 PAGE 117

STATE OF SOUTH CAROLINA)
) ASSIGNMENT OF RIGHT OF ABATEMENT AND RIGHT TO ENFORCE COMPLIANCE WITH RESTRICTIONS FOR NORTH LITCHFIELD BEACH
COUNTY OF GEORGETOWN)

WHEREAS, North Litchfield Beach, Inc., acquired certain property on the Atlantic Ocean, more or less, by deed of Thomas B. Boyle, et al., dated June 1 and recorded June 2, 1959 in the Office of the Clerk of Court for Georgetown County in Deed Book 33 at page 283; and

WHEREAS, the property conveyed in the aforementioned deed was thereafter subdivided and lots were sold pursuant to a plat entitled "Map of North Litchfield Beach", prepared by Samuel M. Harper, R.L.S., dated December 1959 and recorded in the Office of the Clerk of Court for Georgetown County in Plat Books O, P and Y at pages 4, 12 and 13, respectively, copies of these plats being attached hereto and expressly incorporated herein by reference and, pro tanto, made a part and parcel hereof; and

WHEREAS, additions were made to Lot Nos. Twenty-five (25) through Thirty-six (36) of Section L as shown on a plat recorded in Plat Book Y at page 13, these additions being reflected as Lot Nos. 25 A through 36 A on a plat entitled "Map of the Addition to Lots #25 thru #36 Section L North Litchfield Beach", dated January 25, 1980, and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book HH at page 30; and

WHEREAS, North Litchfield Beach, Inc. & Litchfield Realty Company merged into Litchfield Beach, Inc. as the surviving corporation pursuant to Articles of Merger dated November 6, 1965, recorded November 9, 1965 in the Office of the Secretary of State for South Carolina and recorded November 15, 1965 in the Office of the Clerk of Court for Georgetown County in Charter Book 3 at page 150; and

WHEREAS, Litchfield Beach, Inc. thereafter merged into Fairlane Finance Co., Inc. as the surviving corporation and the name of the surviving corporation was changed to Fairlane/Litchfield Company, Inc. pursuant to Articles of Merger filed July 31, 1973 in the Office of the Secretary of State for South Carolina and recorded September 17, 1973 in the Office of the Clerk of Court for Georgetown County in Charter Book 4 at page 205; and

WHEREAS, Fairlane/Litchfield Company, Inc., thereafter changed its name to The Litchfield Company of South Carolina, Inc. pursuant to Articles of Amendment dated June 22, 1982, recorded in the Office of the Secretary of State for South Carolina on June 23, 1982, and recorded November 15, 1982 in the Office of the Clerk of Court for Georgetown County in Miscellaneous Book 3 at page 325; and

WHEREAS, The Litchfield Company of South Carolina, Inc., effective as of December 31, 1986, was dissolved and its successor in interest is The Litchfield Company of South Carolina Limited Partnership as reflected in an Agreement and Certificate of Limited Partnership recorded March 9, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 244 at page 1318; and

FILED
BETTY L. WILLIAMS
CC&P&C.S.
4 01 PM '09
GEORGETOWN, S.C.
PAGE

WHEREAS, various lots shown on the aforementioned plats, as reflected in deeds filed in the Office of the Clerk of Court for Georgetown County, were conveyed pursuant to indenture deeds which all contain identical conditions, covenants and restrictions;

WHEREAS, certain lots, all of which are saved and excepted below, are not subject to these identical conditions, covenants and restrictions;

WHEREAS, the following condition, covenant and restriction appears in all of the aforementioned indenture deeds:

> It is understood and agreed that the foregoing conditions, covenants and restrictions shall be appurtenant to and run with the said premises; and that, in the event of violation of any of said conditions, covenants and restrictions, the said grantor, its successors and assigns, shall have the right of abatement and the right to enforce compliance by injunction or any other appropriate legal action.

WHEREAS, The Litchfield Company of South Carolina Limited Partnership, as the successor in interest to the aforementioned entities, is desirous of assigning, setting over and transferring its right of abatement and its right to enforce compliance by injunction or any other appropriate legal action to the Owners' Association named below.

W I T N E S S E T H:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THE LITCHFIELD COMPANY OF SOUTH CAROLINA LIMITED PARTNERSHIP, by and through its duly authorized general partner(s), in the State aforesaid, for and in consideration of the recitals above in the State aforesaid and the sum of FIVE AND NO/100 ($5.00) DOLLARS, in hand paid at and before the sealing of these presents by Litchfield Beaches Property Owners Association, Inc., has assigned, set over and transferred and by these presents does hereby assign, set over and transfer its right of abatement and its right to enforce the terms contained in the conditions, covenants and limitations contained in indenture deeds for residential lots previously conveyed which are located within North Litchfield Beach to Litchfield Beaches Property Owners Association, Inc., pursuant to the following terms:

Litchfield Beaches Property Owners Association, Inc., an eleemosynary corporation duly organized and existing under and pursuant to the laws of the State of South Carolina, shall hereafter have the sole and exclusive right of abatement and the sole and exclusive right to enforce and require compliance by property owners with the conditions, covenants and restrictions contained in indenture deeds for the following residential lots heretofore conveyed and shown on plats entitled "Map of North Litchfield Beach" and "Map of the Addition to Lots #25 thru #36 Section L North Litchfield Beach", prepared by Samuel M. Harper, R.L.S., dated December 1959 and January 25, 1980, and recorded in the Office of the Clerk of Court for Georgetown County in Plat Books Y and HH at pages 13 and 30, respectively, to wit:

Lot Nos. (1) through (21), inclusive, lying within Section A;

Lot Nos. (1) through (29), inclusive, lying within Section B;

Lot Nos. (1) through (15), inclusive, lying within Section C;

Lot Nos. (1) through (18), inclusive, lying within Section D;

Lot Nos. (1) through (20), inclusive, lying within Section E;

Lot Nos. (1) through (27), inclusive, lying within Section F;

Lot Nos. (1) through (23), inclusive, lying within Section G;

Lot Nos. (1) through (15), inclusive, lying within Section H;

Lot Nos. (1) through (23), inclusive, lying within Section I;

Lot Nos. (1) through (23), inclusive, lying within Section J;

Lot Nos. (1) through (10), inclusive, lying within Section K;

Lot Nos. (1), (1A), (2) through (36), inclusive, and that triangular lot shown as "Reserved" fronting on Boyle Road and Lot (1A) and fronting on waters of the lake, all lying within Section L;

Lot Nos. (25A) through (36A), inclusive, added to and lying within Section L;

Lot Nos. (1) through (25), inclusive, lying within Section M;

Lot Nos. (1) through (39), inclusive, lying within Section N;

Lot Nos. (1) through (5), inclusive, lying within Section O;

Lot Nos. (1) through (25), inclusive, lying within Section P;

Lot Nos. (1) through (20), inclusive, lying within Section Q;

Lot Nos. (1) through (11), inclusive, lying within Section R;

Lot Nos. (1) through (8), inclusive, lying within Section S;

Lot Nos. (1) through (5), inclusive, lying within Section T;

Lot Nos. (4) through (8), inclusive, lying within Section U;

Lot Nos. (1) through (8), inclusive, lying within Section W;

Lot Nos. (1) through (10), inclusive, lying within Section X;

Lot Nos. (1) and (2) lying within Block 0N;

Lot Nos. (1) through (4), inclusive, lying within Block 1N;

Lot Nos. (1) through (5), inclusive, lying within Block 2N;

Lot Nos. (1) through (5), inclusive, lying within Block 3N;

Lot Nos. (1) and (2) lying within Block 0S;

Lot Nos. (1) through (4), inclusive, lying within Block 1S;

Lot Nos. (1) through (6), inclusive, lying within Block 2S;

Lot Nos. (1) through (4), inclusive, lying within Block 3S;

Lot shown as "Boyle" lying between Sand Dunes & Block 3S and Block 4S;

Lot Nos. (1) through (6), inclusive, lying within Block 4S;

Lot Nos. (1) through (8), inclusive, lying within Block 11S;

Lot Nos. (1) through (8), inclusive, lying within Block 12S;

Lot Nos. (1) through (7), inclusive, Lot No. 7A and Lot Nos. (8) through (15), inclusive, lying within Block 13S;

Lot Nos. (1) through (9), inclusive, lying within Block 14S;

Lot Nos. (1) through (7), inclusive, lying within Block 15S; and

Lot shown as "George D. Patterson", lying within Block 15S, this lot now being subdivided into four (4) lots as shown on the tax records for the County of Georgetown.

Notwithstanding the inclusion of the lots listed above, it is understood and agreed the following lots will be and hereby are

expressly excluded, saved and excepted from the effect of the Assignment: Lot No. 3, Block 2S; Lot No. 6, Block 2S; Lot No. 1, Block 1S; Lot No. 3, Block 3S; Lot No. 4, Block 2S; Lot No. 2, Block 2S; Lot No. 3, Block 0S; Lot No. 4, Block 3S; Lot No. 4, Block 1S; Lot No. 1, Block 3S; Lot No. 2, Block 1N; Lot No. 1, Block 1N; Lot Nos. 3 and 4, Block 1N; Lot No. 1, Block 0S; Lot No. 5, Block 2N; Lot No. 2, Block 1S; Lot No. 3, Block 1S; Lot No. 2, Block 11S; Lot No. 1, Block 3N; Lot No. 6, Block 12S; Lot No. 1, Block 2N; Lot No. 2, Block 2N; Lot No. 2, Block 3S; Lot No. 3, Block 2N; Lot No. 5, Block 3N; Lot No. 3, Block 3N; Lot No. 4, Block 2N; Lot No. 2, Block 0S; Lot Nos. 4, 5, 7 and 8, Block 12S; Lot Nos. 2, 4 and 8, Block 11S; Lot Nos. 1 and 6, Block 2S and Lot Nos. 1 and 5, Block 2N.

IT IS ALSO UNDERSTOOD AND AGREED that this Assignment of Rights, subject to the exclusion of the lots listed as being saved and excepted, shall affect and shall only be construed to affect the lots expressly referred to above which, according to the aforementioned plat recorded in Plat Book Y at page 13, lie to the South of lands of Brook Green Plantation, to the West of the Atlantic Ocean, to the North of lands now or formerly of International Paper Company and to the East of lands knows as Waccamaw Trace as shown on a plat entitled "Map of 162.67 acres of land in Tax District No. 4 being a part of North Litchfield Beach known as Waccamaw Trace surveyed for The Litchfield Company of South Carolina", prepared by Samuel M. Harper, R.L.S., and dated June 20, 1984, a copy of this plat being expressly incorporated herein by reference and, pro tanto, made a part and parcel hereof.

IT IS FURTHER UNDERSTOOD AND AGREED that, in the event and only in the event, Litchfield Beaches Property Owners Association, Inc., subsequently attempts to assign, set over or transfer or assigns, sets over or transfers the enforcement rights granted herein without first obtaining the written consent of Litchfield Golf Co., Inc., its successors and assigns, to such assignment, this Assignment of Rights, at the sole and exclusive option of Litchfield Golf Co., Inc., its Successors and Assigns, may be revoked by filing a Notice of Revocation of Assignment in the Office of the Clerk of Court for Georgetown County.

WITNESS its Hand and Seal this 29th day of May, in the year of our Lord one thousand nine hundred and eighty-nine and in the two hundred and thirteenth year of the Sovereignty and Independence of the United States of America.

THE LITCHFIELD COMPANY OF SOUTH CAROLINA
LIMITED PARTNERSHIP

By: Litchfield Partners, A General Partnership, by and through Litchfield Enterprise Inc., & William M. Webster, III, its General Partners

Elaine B Patterson

By: William M. Webster, III, its General Partner and authorized agent for Litchfield Enterprise, Inc.

Jane Turner

****

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

PROBATE

Personally appeared before me, the undersigned witness who, being duly sworn, says that (s)he saw the above named The Litchfield Company of South Carolina Limited Partnership, by and through William M. Webster, III, sign, seal, and as its act and deed deliver the within written instrument, and that (s)he with the other subscribing witness, witnessed the execution thereof.

Elaine B Patterson

SWORN to before me this 29th day of May, A.D., 1989.

Jane Turner
Notary Public for South Carolina
My Commission expires: 8/20/90
(SEAL)

hdy:assign\nlb

6

LITCHFIELD PROPERTY OWNERS ASSOCIATION, INC.

By: Wynborn C. Cooke
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

PROBATE

PERSONALLY appeared before me William N. Miller, III who being duly sworn deposes and says that (s)he saw the within named Litchfield Property Owners Association, Inc. by Wynborn C. Cooke its President sign, seal and as its act and deed deliver the within written Assignment of Right of Abatement and Right to Enforce Compliance with Restrictions for North Litchfield Beach and that (s)he with James B. Moore, Jr. witnessed the execution thereof.

SWORN to before me this 9th day of June, 1989.

(L.S.)
Notary Public for S. C.
My Commission Expires: 8/10/91

8.00 pd MTD

FILED
BETTY L. WILLIAMS
CCCP&G.S.

JUN 9 4 41 PM '89

REGISTER OF DEEDS GEORGETOWN CO., S.C.

BOOK 338 PAGE 117

Lil Faulkner
Deputy CCCP

Litchfield Company of SC LTD
to
Litchfield Beaches Property
Owners Assn Inc.

4-140-1

assign of rights of abatement etc

Recorded this 12th day of
June A.D. 1989
In Book A-1 Page
Estelle T. Freeman
Auditor, Georgetown Co., S. C.

COUNTY PARCEL # 4-140-1

BOOK 338 PAGE 124

Book 1880-775
2013059432 07/23/2013 06:28:39:617 Power of Attorney
Fee:$17.00 County Tax: $0.00 State Tax: $0.00

2013059432 John T. Hopkins II Richland County R.O.D.

STATE OF SOUTH CAROLINA)
) DURABLE POWER OF ATTORNEY
COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that I, **Kathryn Wallace Salley**, do hereby constitute and appoint **Julian Alexander Salley** to serve as my true and lawful Agent to set in, manage, and conduct all my estate and all my affairs for me and in my name, place and stead, for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing and executing, with the full power to have and to exercise the following powers in a fiduciary capacity, without authorization of any court and in addition to any other rights, powers, or authority granted by statute or general rule of law. In the event my named Agent should die, resign or become incapacitated, then I hereby constitute and appoint **Charles Wallace Salley** as successor or standby Agent, with all rights and obligations as if he were originally appointed. In the event Charles Wallace Salley should die, resign or become incapacitated, then I hereby constitute and appoint **Mark Hedrick Salley** as successor or standby Agent, with all rights and obligations as if he were originally appointed. In the event Mark Hedrick Salley should die, resign or become incapacitated, then I hereby constitute and appoint **Julian Alexander Salley, Jr.** as successor or standby Agent, with all rights and obligations as if he were originally appointed.

REVOCATION OF PRIOR POWERS

I hereby revoke all powers of attorney, general and/or limited, heretofore granted by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any, except that powers granted by me on forms provided by financial institutions granting the right to write checks or deposit funds to and withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box and any health care power of attorney that I may have executed shall not be revoked, but shall continue in full force and effect.

POWERS IN GENERAL

1. To sell or exchange, mortgage, convey, lease, contract with respect to, or option any property of mine, whether real, personal or mixed, which I may now own or hereafter acquire, specifically including, but not limited to real estate, stocks, bonds or other securities, upon such terms and conditions (including credit) as my Agent shall deem best in the Agent's absolute discretion;

2. To sign checks withdrawing or transferring funds or money from any financial institutions, including banks or savings and loan associations, in which money may be deposited in my name alone or in joint name with someone else, and to accept, sign, seal, negotiate, acknowledge, collect and endorse any checks, drafts or other instruments for the payment of money, including Social Security and other United States Government checks and any state government checks;

Exhibit 7

3. To borrow money and execute notes or other instruments securing the repayment and to pledge as security therefor any stocks, bonds securities, or property which I may own, and/or to mortgage any real or personal property which I may own, in order to secure said loan;

4. To receive, take, hold, possess, invest, manage and/or collect any monies or other property which may become due me and to give receipts therefor;

5. To maintain, protect, preserve, remove, store, transport, repair, build on, rebuild, alter, modify or improve any property of mine or any part thereof;

6. To be my lawful proxy and to vote any stock or security I may own or hereafter acquire, and to exercise all rights, privileges and options to said stocks and securities, including participation in plan(s) of reorganization, consolidation and/or merger;

7. To invest and reinvest from time to time any funds, money or property which I may own, in the Agent's absolute discretion in any property of any type;

8. To prepare, file and sign on my behalf such tax and other returns as may be required by any State of the Union and the United States of America, and claims for refund thereto;

9. To initiate or engage in legal proceedings of any nature, including but not limited to legal, equitable or administrative proceedings, on my behalf as either plaintiff, defendant, petitioner, respondent or in any other capacity;

10. To acquire and continue insurance on any of my property or for my benefit and to exercise all options and elections permitted by said contracts of insurance on my behalf;

11. To establish trust funds, revocable or irrevocable, funded or unfunded, for the benefit of me, my spouse and my lineal descendants; to do all acts necessary to maintain my spouse and to fulfill my general obligation to support my spouse in my spouse's general standard of living to the extent of my financial ability;

12. To transfer at any time to the trustee of any revocable trust agreement created by me before or after the execution of this Durable Power of Attorney, as to which I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property;

13. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled and to exercise any right to claim an elective share of any estate;

14. And, generally, to do and perform all and every act, deed, matter, and thing to manage and control my property and affairs and to execute any and all instruments necessary or expedient for that purpose as I might do, if personally present.

SAFE DEPOSIT BOX AUTHORIZATION

My Agent is hereby authorized to have access at any time or times to any safe deposit box rented by me or by me with another, wherever located, in order to remove my original durable power of attorney or to withdraw anything from said safe deposit box; and any institution in which any such safe deposit box may be located is not required to make any inquiry, and shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power. The power is exercisable without (i) any contact with or notice to me, my spouse or any persons interested in my estate; (ii) any prior court order or authorization; (iii) any knowledge of or any prior determination of my mental or physical capacity or incapacity (unless this Power of Attorney is specifically subject to a "springing power" limitation); (iv) any knowledge as to my whereabouts regardless of whether my whereabouts are known or unknown or (v) any inquiry.

GIFTING AUTHORIZATION

1. My Agent is hereby authorized to make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and contributions to Section 529 plans or similar educational plans as authorized by the Internal Revenue Code, as amended) to such person or persons as my Agent shall select subject to the following terms and conditions:

a. The recipients of any such gifts shall be limited to my lineal descendants and their spouses; provided, however, that for all purposes under this Durable Power of Attorney, Joshua Parker and his descendants shall be treated as descendants of Julian Alexander Salley, Jr.

b. My Agent shall not make any gifts that are not excluded from gift tax by my federal gift tax annual exclusion (unless my spouse has agreed to consent to "gift-splitting" under Section 2513 of the Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift tax annual exclusions available to my spouse and me); this annual right shall be non-cumulative and shall lapse at the end of each calendar year.

2. In addition to the gifts authorized above, my Agent is authorized to make any payments of tuition for any descendant of mine that qualify for the exclusion under Section 2503(e) of the Internal Revenue Code.

3. My Agent is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws.

4. My Agent is authorized to prepare, execute and file any gift tax return required by any such gift and pay any gift tax that may arise by reason of any gifts.

5. My Agent is also authorized to make any elections on a gift tax return, including the election available under Internal Revenue Code §529(c)(2)(B), the election to treat a contribution to a §529 plan ratably over a five year period.

6. My Agent is authorized to make tax-deductible gifts to charitable organizations consistent with my prior pattern of annual giving.

GENERAL PROVISIONS

1. AND I, the said Kathryn Wallace Salley do hereby ratify and confirm all acts of my Agent, and do declare that all acts and deeds performed under this instrument shall have the same full force and effect as if performed and signed by me in person, and this instrument shall be effective until revoked in writing and filed in the public records of the county first set out above or shall cease by operation of law and shall be binding upon myself, my heirs, devisees, legatees, beneficiaries, legal representatives, and assigns.

2. This instrument is to be construed and interpreted as a general Power of Attorney without limitation or reservation. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my said Agent.

3. No person who may act in reliance upon the representations of my Agent for the scope of authority granted to the Agent shall incur any liability to me or to my estate as a result of permitting the Agent to exercise this authority; nor is any such person who deals with my Agent responsible to determine or ensure the proper application of funds or property.

4. This Power of Attorney shall not be affected by the physical disability or mental incompetence of the principal, which renders the principal incapable of managing her own estate.

5. My Agent may resign at any time by giving a written resignation to me and filing a copy of said resignation in the public records of the county first set out above.

6. My Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent in the event that: (a) my Agent shall die or become mentally incapacitated or resign prior to my death, and (b) at any of such times there is no successor Agent named in this instrument who is willing and able to serve as my Agent. Such appointment shall be made in a written instrument that shall: (a) specify the event or events upon which such substitution shall become effective, (b) be signed by my Agent, and (c) be attached to this instrument.

7. My Agent may be removed by me or this Power of Attorney may be amended or revoked by me by my filing a written instrument in the public records of the county first set out above.

8. My Agent and my Agent's heirs and assigns are hereby released by me and my heirs and assigns from any liability whatsoever on account of any failure of my Agent to act pursuant to this Power of Attorney.

9. Notwithstanding any other provision to the contrary, my Agent's legal obligations shall not be satisfied out of any of the property subject to this Power of Attorney, nor may it be exercised in favor of my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate.

10. My Agent shall not be required to file an accounting or inventory with any Probate Court, but shall maintain accurate records and/or books of account in order to account to me or my heirs or my personal representatives. I direct that no surety bond or security shall be required of my Agent, even after my mental disability.

11. Notwithstanding any other provision herein to the contrary, my Agent shall not have any power with respect (a) to any life insurance policy that I may own on the life of my Agent, or (b) any trust created by my Agent as to which I am a trustee.

12. An Agent acting hereunder shall be deemed "incapacitated" under any one or more of the following circumstances: (i) during any period that the individual is legally incompetent as determined by a court of competent jurisdiction; (ii) during any period beginning when two physicians licensed to practice medicine certify in writing that, in their opinion, the individual, as a result of illness, age or other cause, no longer has the capacity to act prudently or effectively in financial affairs and continuing until two such physicians (whether or not those making the initial determination) certify in writing that, in their opinion, the individual's capacity is restored; or (iii) during any period that a Co-Agent or successor Agent has evidence that the individual is absent without explanation or is being detained against his will under circumstances in which he does not have the capacity to act prudently or effectively in financial affairs.

13. Any Agent acting hereunder shall be entitled to reasonable compensation for services rendered.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 26th day of June, 2013.

Kathryn W. Salley

Kathryn Wallace Salley, Principal

SIGNED, SEALED, PUBLISHED AND DECLARED by the principal, Kathryn Wallace Salley, as and for her Power of Attorney in the presence of us, who at the principal's request, in the presence of the principal and in the presence of each other, have hereto subscribed our names as witnesses hereto.

_____ of Columbia, South Carolina

_____ of Lexington, South Carolina

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGEMENT**
COUNTY OF RICHLAND)

I, Leah E. German, do hereby certify that **Kathryn Wallace Salley** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26th day of June, 2013.

_____(Seal)
Notary Public for South Carolina
My Commission Expires: October 1, 2018

LEAH E. GERMAN NOTARY PUBLIC SOUTH CAROLINA

202100004276
Filed for Record in
GEORGETOWN SC
MARLENE MCCONNELL, REGISTER OF DEEDS
03-29-2021 At 10:56:30 am.
ASSIGNMENTD 25.00
Book 4074 Page 142 - 151

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ASSIGNMENT OF RIGHT TO ENFORCE COMPLIANCE WITH RESTRICTIONS

WHEREAS, Shoestring Retreat LLC, owns certain property located on the Atlantic Ocean in Georgetown County having acquired same by deed of Katharine Alden Haun, dated and recorded September 16, 2019, in the Office of the Clerk of Court for Georgetown County in Deed Book 3596 at page 139; and

WHEREAS, by deed of Thomas B. Boyle, et al., dated June 2 and recorded June 13, 1964, in the Office of the Clerk of Court for Georgetown County in Deed Book 60 at page 379, did convey to Kate H. Wallace "All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, in Township No. 7, and being shown and delineated on a plat of property of William 8. Boyle and Thomas B. Boyle, Jr., dated August 15, 1956, and recorded in the Office of the Clerk for Georgetown County, South Carolina, in Plat Book L at Page 29, as that portion of the area marked "Dunes Restricted" on said plat between the northern and southern side lines of Lot 3, Block 2-S, as shown on said plat, extended to the Atlantic Ocean, said piece of property being bounded and measuring as follows: On the Northerly side by a portion of the property marked "Dunes Restricted" on said plat and measuring thereon, along the northern side line of Lot 3, in Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less; on the easterly side by the Atlantic Ocean and measuring thereon One Hundred Seventy (170') feet, more or less on the southerly side by a portion of the property marked "Dunes Restricted" on said plat, and measuring thereon, along the southerly side of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less, and on the west by Lot 3, Block 2-S, and measuring thereon, One Hundred Seventy (170') feet, more or less; it being the intention to convey by Deed recorded in Book 160 at Page 561; all of the property form the easterly side of Lot 3, Block 2-S, to the Atlantic Ocean between the northerly and southerly side lines of Lot 3, Block 2-S extended. The area of land conveyed hereby, by agreement between Grantors and North Litchfield Beach, Inc., cannot be used for the purpose of erecting any building or structure."; and

WHEREAS, this being the identical property conveyed by Jean Wallace Blount to Kathryn Wallace Salley by Deed dated September 6, 1974, and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Deed Book 125 at Page 789, and contained the restriction "The area of land conveyed hereby, by agreement between Grantors and ...North Litchfield Beach, Inc., cannot be used for the purpose of erecting any building or structure....", and

WHEREAS, this is the identical property conveyed to Louis Eugene Huan, Jr. and Katharine Alden Haun by deed of Kathryn Wallace Salley dated and recorded July 21, 1978 in Book 160 at page 561, records of Georgetown County, South Carolina, and contained the restriction that "The area of land conveyed hereby, by agreement between Grantor's predecessor in title and North Litchfield Beach, Inc., cannot be used for the purpose of erecting any building or structure.", and

WHEREAS, this being the identical property conveyed to Katharine Alden Haun by Quit Claim Deed of Louis Eugene Haun, Jr., recorded December 12, 2004, in Deed Book 1591 at Page 326, records of Georgetown County, South Carolina, and

WHEREAS, Kathryn Wallace Salley did execute a Durable Power of Attorney on June 26, 2013, a recorded copy of which is attached hereto and made a part and parcel hereof, and

WHEREAS, Julian Alexander Salley is now deceased and Charles Wallace Salley is now the duly appointed agent pursuant to the Power of Attorney, and

WHEREAS, Charles Wallace Salley, as Attorney-in-Fact for Kathryn Wallace Salley, is desirous of assigning, setting over and transferring her right to enforce compliance by injunction or any other appropriate legal action in the Dunes Restricted Area referred to above to MAC Coastal Properties, Inc.

W I T N E S S E T H:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, CHARLES WALLACE SALLEY, AS ATTORNEY-IN-FACT FOR KATHRYN WALLACE SALLEY, for and in consideration of the recitals above in the State aforesaid and the sum of FIVE AND NO/100 ($5.00) DOLLARS, in hand paid at and before the sealing of these presents by MAC Coastal Properties, Inc., has assigned, set over and transferred and by these presents does hereby assign, set over and transfer KATHRYN WALLACE SALLEY'S right to enforce the terms contained in the conditions, covenants and limitations contained in Deed Book 60 at page 379, Deed Book 125 at Page 789, Book 160 at page 561, and Deed Book 1591 at Page 326 to MAC Coastal Properties, Inc.

IN WITNESS WHEREOF, the ASSIGNOR has caused these presents to be signed and sealed this 25 day of September, 2020.

(SIGNATURE PAGE TO FOLLOW)

Witnesses:

(1st Witness signs)

(Notary signs as 2nd Witness)

Charles Wallace Salley, as Attorney-in-Fact for
Kathryn Wallace Salley

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that the above-signed Assignor(s), personally appeared before me this 25th day of September, 2020, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 25th day of September, 2020.

Notary Public for South Carolina
My Commission Expires: 10/10/27

Book 1880-775
2013059432 07/23/2013 08:28:39:617
Fee:$17.00 County Tax: $0.00
Power of Attorney
State Tax: $0.00

2013059432 John T. Hopkins II
Richland County R.O.D.

STATE OF SOUTH CAROLINA)
) **DURABLE POWER OF ATTORNEY**
COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS that I, **Kathryn Wallace Salley**, do hereby constitute and appoint **Julian Alexander Salley** to serve as my true and lawful Agent to set in, manage, and conduct all my estate and all my affairs for me and in my name, place and stead, for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing and executing, with the full power to have and to exercise the following powers in a fiduciary capacity, without authorization of any court and in addition to any other rights, powers, or authority granted by statute or general rule of law. In the event my named Agent should die, resign or become incapacitated, then I hereby constitute and appoint **Charles Wallace Salley** as successor or standby Agent, with all rights and obligations as if he were originally appointed. In the event Charles Wallace Salley should die, resign or become incapacitated, then I hereby constitute and appoint **Mark Hedrick Salley** as successor or standby Agent, with all rights and obligations as if he were originally appointed. In the event Mark Hedrick Salley should die, resign or become incapacitated, then I hereby constitute and appoint **Julian Alexander Salley, Jr.** as successor or standby Agent, with all rights and obligations as if he were originally appointed.

REVOCATION OF PRIOR POWERS

I hereby revoke all powers of attorney, general and/or limited, heretofore granted by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any, except that powers granted by me on forms provided by financial institutions granting the right to write checks or deposit funds to and withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box and any health care power of attorney that I may have executed shall not be revoked, but shall continue in full force and effect.

POWERS IN GENERAL

1. To sell or exchange, mortgage, convey, lease, contract with respect to, or option any property of mine, whether real, personal or mixed, which I may now own or hereafter acquire, specifically including, but not limited to real estate, stocks, bonds or other securities, upon such terms and conditions (including credit) as my Agent shall deem best in the Agent's absolute discretion;

2. To sign checks withdrawing or transferring funds or money from any financial institutions, including banks or savings and loan associations, in which money may be deposited in my name alone or in joint name with someone else, and to accept, sign, seal, negotiate, acknowledge, collect and endorse any checks, drafts or other instruments for the payment of money, including Social Security and other United States Government checks and any state government checks;

3. To borrow money and execute notes or other instruments securing the repayment and to pledge as security therefor any stocks, bonds securities, or property which I may own, and/or to mortgage any real or personal property which I may own, in order to secure said loan;

4. To receive, take, hold, possess, invest, manage and/or collect any monies or other property which may become due me and to give receipts therefor;

5. To maintain, protect, preserve, remove, store, transport, repair, build on, rebuild, alter, modify or improve any property of mine or any part thereof;

6. To be my lawful proxy and to vote any stock or security I may own or hereafter acquire, and to exercise all rights, privileges and options to said stocks and securities, including participation in plan(s) of reorganization, consolidation and/or merger;

7. To invest and reinvest from time to time any funds, money or property which I may own, in the Agent's absolute discretion in any property of any type;

8. To prepare, file and sign on my behalf such tax and other returns as may be required by any State of the Union and the United States of America, and claims for refund thereto;

9. To initiate or engage in legal proceedings of any nature, including but not limited to legal, equitable or administrative proceedings, on my behalf as either plaintiff, defendant, petitioner, respondent or in any other capacity;

10. To acquire and continue insurance on any of my property or for my benefit and to exercise all options and elections permitted by said contracts of insurance on my behalf;

11. To establish trust funds, revocable or irrevocable, funded or unfunded, for the benefit of me, my spouse and my lineal descendants; to do all acts necessary to maintain my spouse and to fulfill my general obligation to support my spouse in my spouse's general standard of living to the extent of my financial ability;

12. To transfer at any time to the trustee of any revocable trust agreement created by me before or after the execution of this Durable Power of Attorney, as to which I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property;

13. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled and to exercise any right to claim an elective share of any estate;

14. And, generally, to do and perform all and every act, deed, matter, and thing to manage and control my property and affairs and to execute any and all instruments necessary or expedient for that purpose as I might do, if personally present.

SAFE DEPOSIT BOX AUTHORIZATION

My Agent is hereby authorized to have access at any time or times to any safe deposit box rented by me or by me with another, wherever located, in order to remove my original durable power of attorney or to withdraw anything from said safe deposit box; and any institution in which any such safe deposit box may be located is not required to make any inquiry, and shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power. The power is exercisable without (i) any contact with or notice to me, my spouse or any persons interested in my estate; (ii) any prior court order or authorization; (iii) any knowledge of or any prior determination of my mental or physical capacity or incapacity (unless this Power of Attorney is specifically subject to a "springing power" limitation); (iv) any knowledge as to my whereabouts regardless of whether my whereabouts are known or unknown or (v) any inquiry.

GIFTING AUTHORIZATION

1. My Agent is hereby authorized to make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness and contributions to Section 529 plans or similar educational plans as authorized by the Internal Revenue Code, as amended) to such person or persons as my Agent shall select subject to the following terms and conditions:

a. The recipients of any such gifts shall be limited to my lineal descendants and their spouses; provided, however, that for all purposes under this Durable Power of Attorney, Joshua Parker and his descendants shall be treated as descendants of Julian Alexander Salley, Jr.

b. My Agent shall not make any gifts that are not excluded from gift tax by my federal gift tax annual exclusion (unless my spouse has agreed to consent to "gift-splitting" under Section 2513 of the Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift tax annual exclusions available to my spouse and me); this annual right shall be non-cumulative and shall lapse at the end of each calendar year.

2. In addition to the gifts authorized above, my Agent is authorized to make any payments of tuition for any descendant of mine that qualify for the exclusion under Section 2503(e) of the Internal Revenue Code.

3. My Agent is authorized to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws.

4. My Agent is authorized to prepare, execute and file any gift tax return required by any such gift and pay any gift tax that may arise by reason of any gifts.

5. My Agent is also authorized to make any elections on a gift tax return, including the election available under Internal Revenue Code §529(c)(2)(B), the election to treat a contribution to a §529 plan ratably over a five year period.

6. My Agent is authorized to make tax-deductible gifts to charitable organizations consistent with my prior pattern of annual giving.

GENERAL PROVISIONS

1. AND I, the said Kathryn Wallace Salley do hereby ratify and confirm all acts of my Agent, and do declare that all acts and deeds performed under this instrument shall have the same full force and effect as if performed and signed by me in person, and this instrument shall be effective until revoked in writing and filed in the public records of the county first set out above or shall cease by operation of law and shall be binding upon myself, my heirs, devisees, legatees, beneficiaries, legal representatives, and assigns.

2. This instrument is to be construed and interpreted as a general Power of Attorney without limitation or reservation. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my said Agent.

3. No person who may act in reliance upon the representations of my Agent for the scope of authority granted to the Agent shall incur any liability to me or to my estate as a result of permitting the Agent to exercise this authority; nor is any such person who deals with my Agent responsible to determine or ensure the proper application of funds or property.

4. This Power of Attorney shall not be affected by the physical disability or mental incompetence of the principal, which renders the principal incapable of managing her own estate.

5. My Agent may resign at any time by giving a written resignation to me and filing a copy of said resignation in the public records of the county first set out above.

6. My Agent is authorized and empowered to appoint a substitute Agent to act and serve as my Agent in the event that: (a) my Agent shall die or become mentally incapacitated or resign prior to my death, and (b) at any of such times there is no successor Agent named in this instrument who is willing and able to serve as my Agent. Such appointment shall be made in a written instrument that shall: (a) specify the event or events upon which such substitution shall become effective, (b) be signed by my Agent, and (c) be attached to this instrument.

7. My Agent may be removed by me or this Power of Attorney may be amended or revoked by me by my filing a written instrument in the public records of the county first set out above.

8. My Agent and my Agent's heirs and assigns are hereby released by me and my heirs and assigns from any liability whatsoever on account of any failure of my Agent to act pursuant to this Power of Attorney.

9. Notwithstanding any other provision to the contrary, my Agent's legal obligations shall not be satisfied out of any of the property subject to this Power of Attorney, nor may it be exercised in favor of my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate.

10. My Agent shall not be required to file an accounting or inventory with any Probate Court, but shall maintain accurate records and/or books of account in order to account to me or my heirs or my personal representatives. I direct that no surety bond or security shall be required of my Agent, even after my mental disability.

11. Notwithstanding any other provision herein to the contrary, my Agent shall not have any power with respect (a) to any life insurance policy that I may own on the life of my Agent, or (b) any trust created by my Agent as to which I am a trustee.

12. An Agent acting hereunder shall be deemed "incapacitated" under any one or more of the following circumstances: (i) during any period that the individual is legally incompetent as determined by a court of competent jurisdiction; (ii) during any period beginning when two physicians licensed to practice medicine certify in writing that, in their opinion, the individual, as a result of illness, age or other cause, no longer has the capacity to act prudently or effectively in financial affairs and continuing until two such physicians (whether or not those making the initial determination) certify in writing that, in their opinion, the individual's capacity is restored; or (iii) during any period that a Co-Agent or successor Agent has evidence that the individual is absent without explanation or is being detained against his will under circumstances in which he does not have the capacity to act prudently or effectively in financial affairs.

13. Any Agent acting hereunder shall be entitled to reasonable compensation for services rendered.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 26th day of June, 2013.

Kathryn Wallace Salley, Principal

SIGNED, SEALED, PUBLISHED AND DECLARED by the principal, Kathryn Wallace Salley, as and for her Power of Attorney in the presence of us, who at the principal's request, in the presence of the principal and in the presence of each other, have hereto subscribed our names as witnesses hereto.

_____ of Columbia, South Carolina

_____ of Lexington, South Carolina

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF RICHLAND)

I, Leah E. German, do hereby certify that **Kathryn Wallace Salley** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26th day of June, 2013.

_____(Seal)
Notary Public for South Carolina
My Commission Expires: October 1, 2018

SOUTH CAROLINA NOTARY PUBLIC LEAH E. GERMAN

202100004277
Filed for Record in
GEORGETOWN SC
MARLENE MCCONNELL, REGISTER OF DEEDS
03-29-2021 At 10:58:04 am.
ASSIGNMENTD 25.00
Book 4074 Page 152 - 156

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ASSIGNMENT OF RIGHT OF ABATEMENT AND RIGHT TO ENFORCE COMPLANCE WITH RESTRICTIONS

WHEREAS, North Litchfield Beach, Inc. acquired certain property on the Atlantic Ocean, more or less, by deed of Thomas B. Boyle, et al., dated June 1 and recorded June 2, 1959 in the Office of the Clerk of Court for Georgetown County in Deed Book 33 at page 283; and

WHEREAS, the property conveyed in the aforementioned deed excepted from the premises all right, title and interest previously conveyed in any of said property by the grantors therein to others by instruments properly of record in the Office of the Clerk of Court for Georgetown County which had not been re-conveyed to the grantors therein; and

WHEREAS, Lot 3 Block 2-S was one of those lots previously conveyed; and

WHEREAS, said deed specially provided that "...it being understood and agreed by and between the Grantors and the Grantee herein that, as to the lots on the Front Beach already conveyed and the Lots herein reserved by the Grantors as hereinabove mentioned, this conveyance does not include any area of land between the said lots on Front Beach and the Atlantic Ocean, it being specifically agreed, however, by and between the Grantors and the Grantee, that the area of land between the lots shown on said plat and the Atlantic Ocean shall never be used for the purpose of erecting any building or structure by the Grantors or the Grantee herein, their heirs or assigns, or successors."; and

WHEREAS, by deed of Thomas B. Boyle, et al., dated June 2 and recorded June 13, 1964, in the Office of the Clerk of Court for Georgetown County in Deed Book 60 at page 379, did convey to Kate H. Wallace "All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, in Township No. 7, and being shown and delineated on a plat of property of William 8. Boyle and Thomas B. Boyle, Jr., dated August 15, 1956, and recorded in the Office of the Clerk for Georgetown County, South Carolina, in Plat Book L at Page 29, as that portion of the area marked "Dunes Restricted" on said plat between the northern and southern side lines of Lot 3, Block 2-S, as shown on said plat, extended to the Atlantic Ocean, said piece of property being bounded and measuring as follows: On the Northerly side by a portion of the property marked "Dunes Restricted" on said plat and measuring thereon, along the northern side line of Lot 3, in Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less; on the easterly side by the Atlantic Ocean and measuring thereon One Hundred Seventy (170') feet, more or less on the southerly side by a portion of the property marked "Dunes Restricted" on said plat, and measuring thereon, along the southerly side of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less, and on the west by Lot 3, Block 2-S, and measuring thereon, One Hundred Seventy (170') feet, more or less; it being the intention to convey by Deed recorded in Book 160 at Page 561; all of the property form the easterly side of Lot 3, Block 2-S, to the Atlantic Ocean between the northerly and southerly side lines of Lot 3, Block 2-S extended. The area of land conveyed hereby, by agreement between Grantors and North Litchfield Beach, Inc., cannot be used for the purpose of erecting any building or structure."; and

WHEREAS, North Litchfield Beach, Inc. & Litchfield Realty Company merged into Litchfield Beach, Inc. as the surviving corporation pursuant to Articles of Merger dated November 6, 1965, recorded November 9, 1965 in the Office of the Secretary of State for South Carolina and recorded November 15, 1965 in the Office of the Clerk of Court for Georgetown County in Charter Book 3 at page 150; and

WHEREAS, Litchfield Beach, Inc. thereafter merged into Fairlane Finance Co., Inc. as the surviving corporation and the name of the surviving corporation was changed to Fairlane/Litchfield Company, Inc. pursuant to Articles of Merger filed July 31, 1973 in the Office of the Secretary of State for South Carolina and recorded September 17, 1973 in the Office of the Clerk of Court for Georgetown County in Charter Book 4 at page 205; and

WHEREAS, Fairlane/Litchfield Company, Inc. thereafter changed its name to The Litchfield Company of South Carolina, Inc. pursuant to Articles of Amendment dated June 22, 1982, recorded in the Office of the Secretary of State for South Carolina on June 23, 1982, and recorded November 15, 1982 in the Office of the Clerk of Court for Georgetown County in Miscellaneous Book 3 at page 325; and

WHEREAS, The Litchfield Company of South Carolina, Inc., effective as of December 31, 1986, was dissolved and its successor in interest is The Litchfield Company of South Carolina Limited Partnership as reflected in an Agreement and Certificate of Limited Partnership recorded March 9, 1987 in the Office of the Clerk of Court for Georgetown County in Deed Book 244 at page 1318; and

WHEREAS, The Litchfield Company of South Carolina Limited Partnership conveyed unto Litchfield Crossing Development Co., LLC, all easements, appurtenances, and interests in land owned by The Litchfield Company of South Carolina Limited Partnership in Georgetown County, South Carolina not previously conveyed by Quit Claim Deed dated November 11, 2009 and recorded in Deed Book 1385 at Page 225 in the Office of the Clerk of Court for Georgetown County; and

WHEREAS, Litchfield Crossing Development Co., LLC, as the successor in interest to the aforementioned entities, is desirous of assigning, setting over and transferring its right of abatement and its right to enforce compliance by injunction or any other appropriate legal action in the Dunes Restricted Area referred to above to MAC Coastal Properties, Inc.; and

WHEREAS, Litchfield Crossing Development Co., LLC makes no representations or warranties regarding its title to the Dunes Restricted Area referred to above.

W I T N E S S E T H:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, Litchfield Crossing Development Co., LLC, by and through its duly authorized officer, in the State aforesaid, for and in consideration of the recitals above in the State aforesaid and the sum of FIVE AND NO/100

($5.00) DOLLARS, in hand paid at and before the sealing of these presents by Litchfield Crossing Development Co., LLC., has quit-claimed, assigned, set over and transferred and by these presents does hereby quit claim, assign, set over and transfer all of its right, title, and interest, whatever the same may be, in and to the right of abatement and the right to enforce the terms contained in the conditions, covenants and limitations contained in Deed Book 60 at page 379 to MAC Coastal Properties, Inc., and commitments made to North Litchfield Beach, Inc., contained in Deed Book 33 at Page 283.

WITNESS its Hand and Seal this 1st day of September, 2020, in the year of our Lord two thousand twenty and in the two hundred and forty-fifth year of the Sovereignty and Independence of the United State of America.

LITCHFIELD CROSSING DEVELOPMENT CO., LLC

Witnesses:

By: A. Foster McKissick, III

Its: President

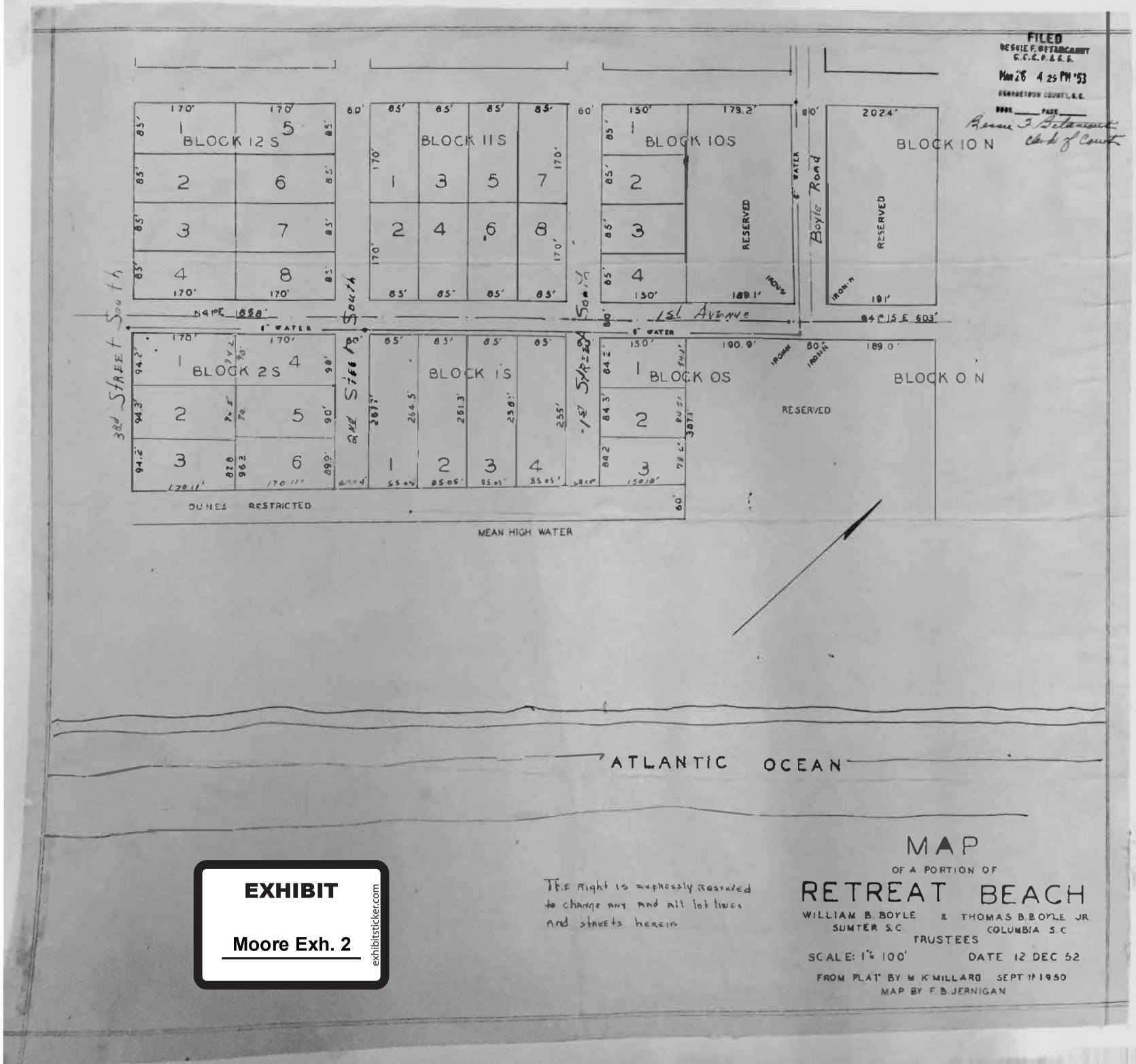
STATE OF SOUTH CAROLINA)
)
COUNTY OF Georgetown) PROBATE

Personally appeared before me, the undersigned witness who, being duly sworn, says that (s)he saw the above named LITCHFIELD CROSSING DEVELOPMENT CO., LLC, by and through A. FOSTER MCKISSICK, III, sign, seal and as its act and deed, deliver the within written instrument, and that (s)he with the other subscribing witness, witnessed the execution thereof.

SWORN to before me this 1st
day of September, 2020.

Elaine B. Patterson

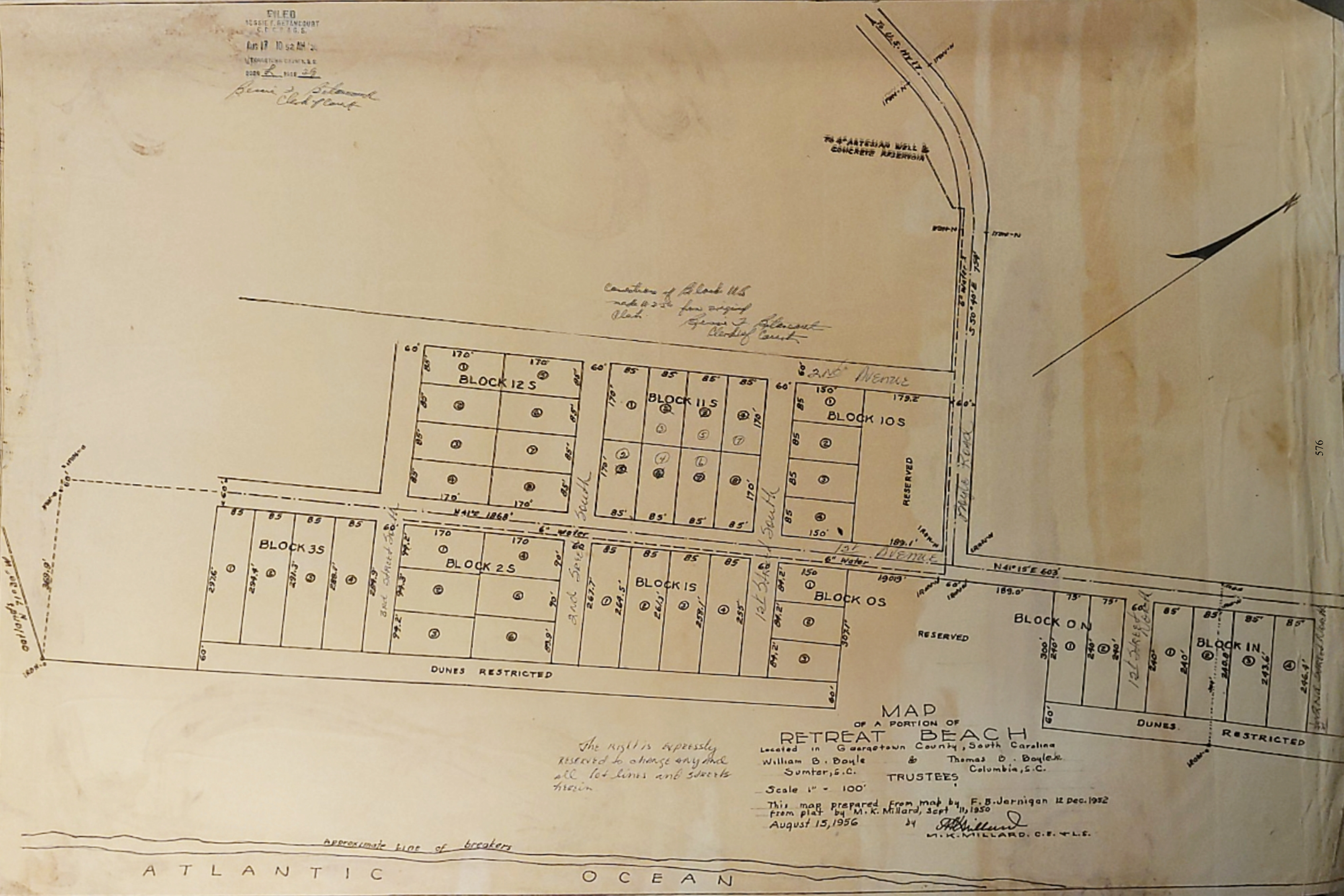
Notary Public for South Carolina
My Commission Expires: 3.29.23



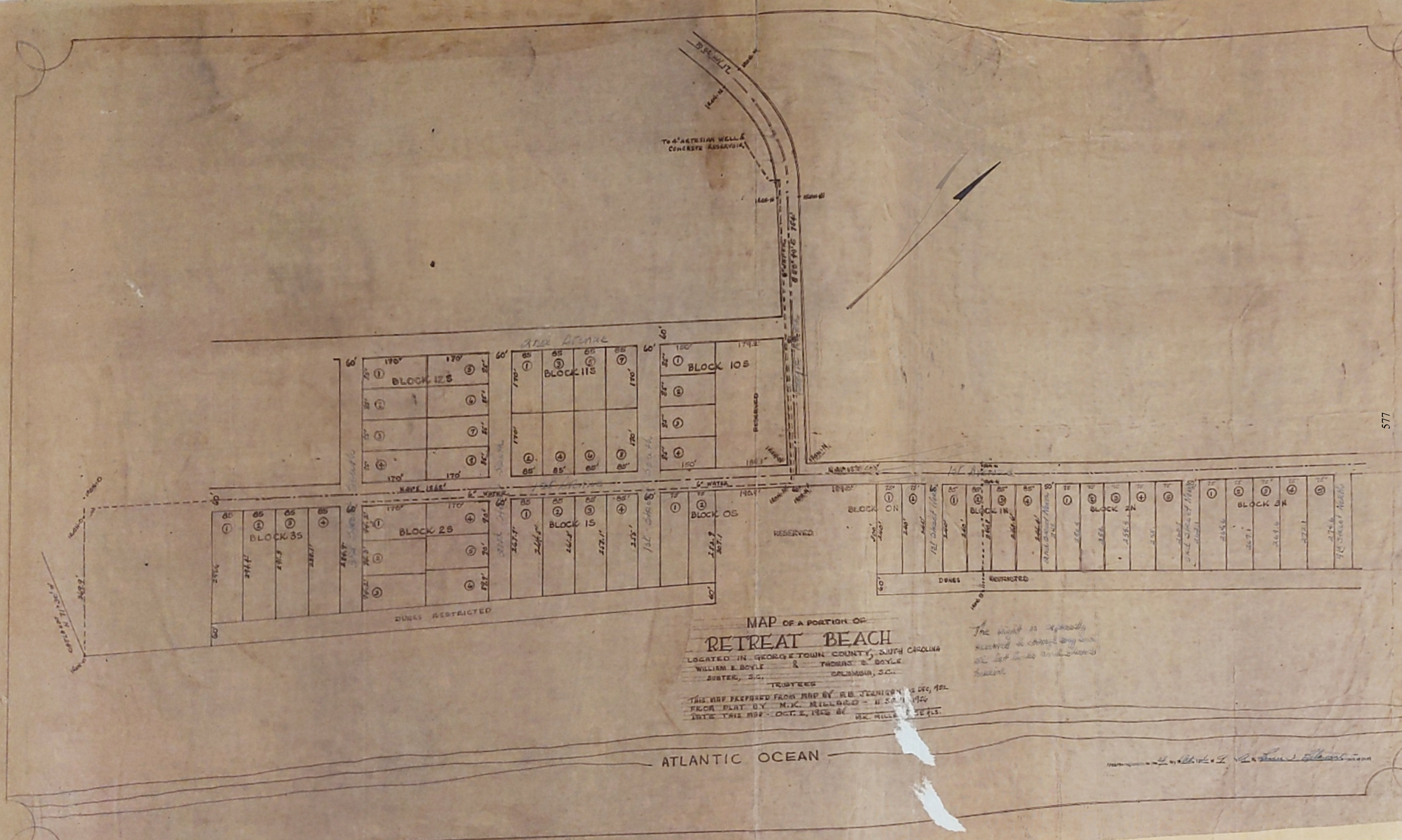
EXHIBIT

Moore Exh. 2

exhibitsticker.com



MAP
OF A PORTION OF
RETREAT BEACH
Located in Georgetown County, South Carolina
William B. Doyle & Thomas D. Doyle Jr.
Sumter, S.C. Columbia, S.C.
TRUSTEES
Scale 1" = 100'
This map prepared from map by F. B. Jernigan 12 Dec. 1952
from plat by M. K. Millard, Sept 11, 1950
August 15, 1956 by M. K. Millard
M. K. MILLARD, C.E. & L.S.


MAP OF A PORTION OF
RETREAT BEACH
LOCATED IN GEORGETOWN COUNTY, SOUTH CAROLINA
WILLIAM E. BOYLE & THOMAS E. BOYLE
SUMTER, S.C. COLUMBIA, S.C.
TRUSTEES
THIS MAP PREPARED FROM MAP BY R.B. JENNINGS
FROM PLAT BY M.K. MILLARD
DATE THIS MAP - OCT. 2, 1926
BLOCK 12S
BLOCK 11S
BLOCK 10S
BLOCK 3S
BLOCK 2S
BLOCK 1S
BLOCK 0S
BLOCK 0N
BLOCK 1N
BLOCK 2N
BLOCK 3N
RESERVED
DUNES RESTRICTED
ATLANTIC OCEAN

577


BROOKGREEN
BROOKGREEN
U.S. HIGHWAY NO. 17
ATLANTIC
OCEAN
MAP
OF
NORTH LITCHFIELD BEACH
GEORGETOWN COUNTY
SOUTH CAROLINA
SCALE - 1 inch = 200 feet
21 MAY 1959
Samuel M. Hayes, R.L.S.

Shoestring000120

SECTIONS K & S REVISED APR. 26, 1965
SECTIONS T & U REVISED MAY 3, 1966
LOTS 23-27 SECTION F ADDED APR. 1967
SECTIONS R, W, & X ADDED JULY 24, 1968
SECTION Y ADDED OCT. 10, 1968
LOT 20 SECTION Q JAN. 29, 1971

RERECORDED IN PLAT BOOK Y PAGE 13.

E1

D BEACH

SOUTH CAROLINA

DECEMBER 1959

D AUGUST 1961

RECORDED IN PLAT BOOK O PAGE 4

RERECORDED IN PLAT BOOK P PAGE 12

TD 4

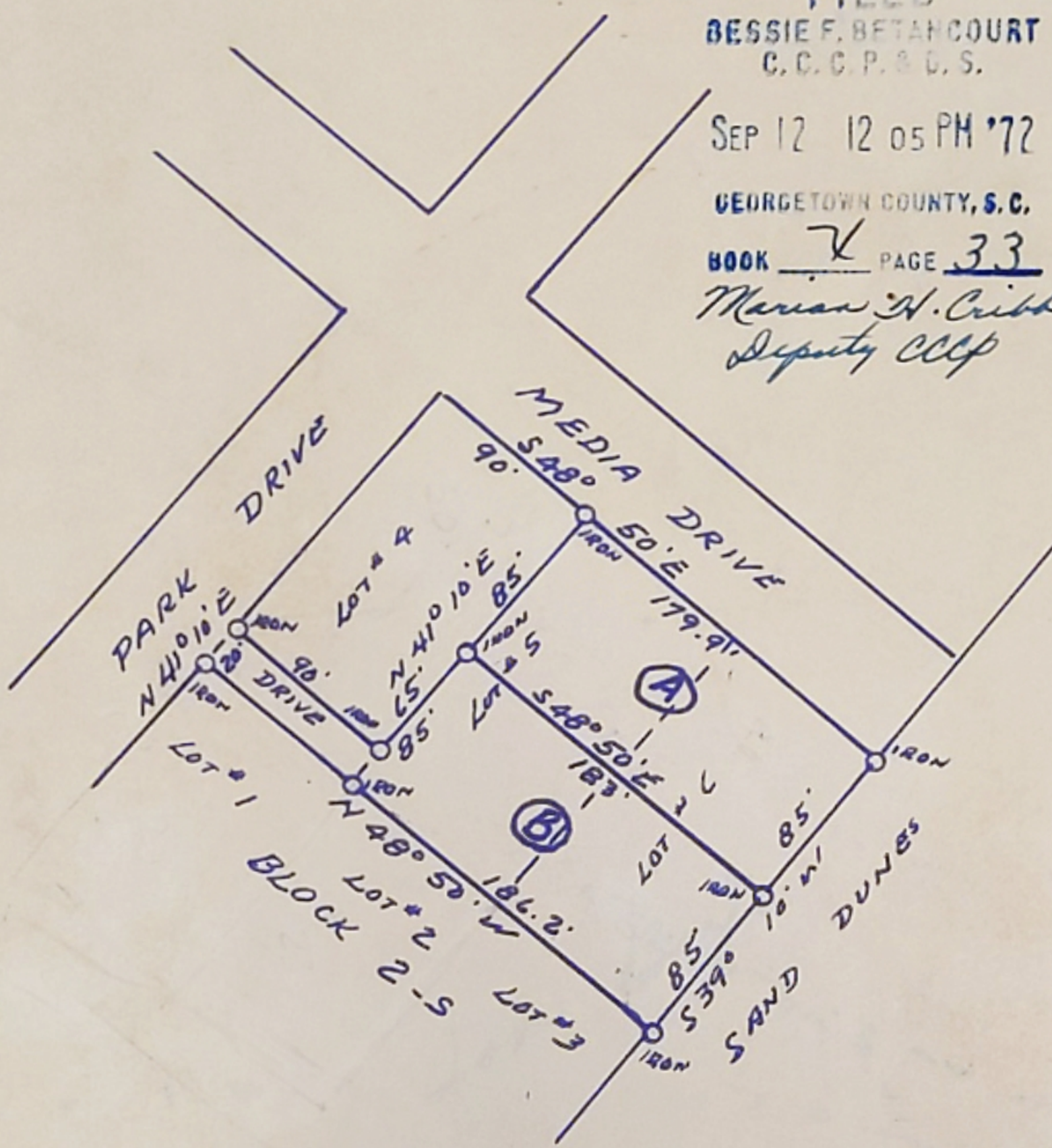
FILED
BESSIE F. BETANCOURT
C.C.C.P. & G.S.

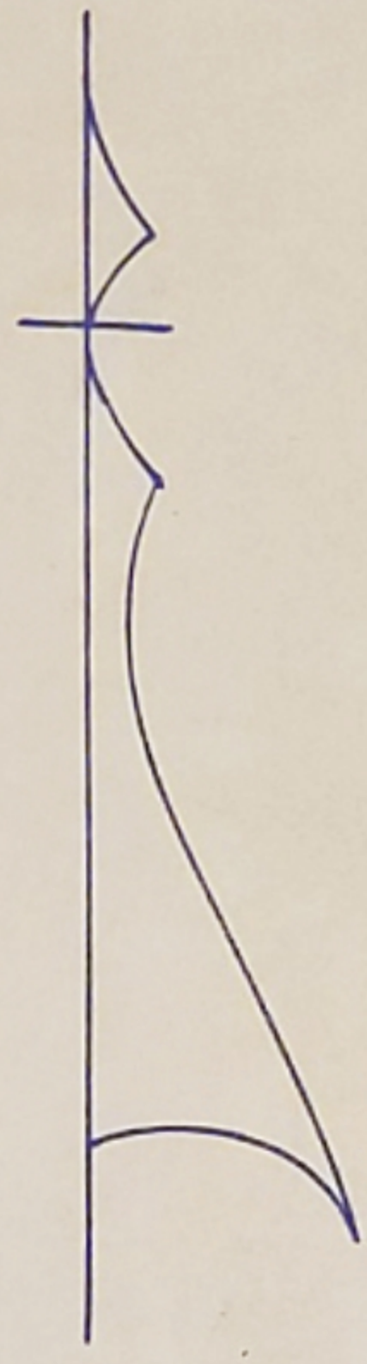
SEP 12 12 05 PM '72

GEORGETOWN COUNTY, S.C.

BOOK V PAGE 33

Marian H. Cribb
Deputy CCCP





SOUTH CAROLINA
REGISTERED
No. 1003
LAND SURVEYOR
SAMUEL M. HARPER

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

MAP

OF A REDIVISION OF LOTS #4, #5, #L
OF BLOCK 2-S OF NORTH LITCHFIELD BEACH
SURVEYED FOR

TOM BOYLE

SCALE- 1IN = 100FT. 23 MAY 1972

Samuel M. Harper, RLS

T-5391
P-4794

REFERENCES:

1. PLAT SHOWING A PORTION OF LOTS 2 AND 3, BLOCK 2S AND RESTRICTED DUNE AREA, NORTH LITCHFIELD BEACH, DATED JULY 7, 1978, PREPARED BY SAMUEL M. HARPER, R.L.S., RECORDED IN PLAT BOOK EE, PAGE 90.

2. DEED RECORDED IN DEED BOOK 1591, PAGE 326.

3. GEORGETOWN COUNTY TAX MAP 04-0136-060-01-00.

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONES AE-12, VE-17, VE-18, VE-19, VE-20, AND VE-22 AS SCALED FROM PER F.I.R.M. COMMUNITY PANEL 450085 0277 E, REVISED 10/16/1992.

2. OWNER OF RECORD: KATHERINE A. HAUN
160 LAKESIDE ACRES WAY
LOUISVILLE, TN

3. ZONED: R10
BUILDING SETBACKS: FRONT = 25'
SIDE = 10'
REAR = 15'
BUILDING SETBACKS AS PER DEED RESTRICTIONS LISTED IN DEED BOOK 4, PAGE 69:
FRONT = 30'
(FACING SUMMERTIME LANE)
SIDE = 15'
REAR 20'
* SETBACKS TO BE VERIFIED BY GEORGETOWN COUNTY (AND IF APPLICABLE, VERIFIED BY APPROPRIATE HOA OR ARB).

4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH PERFORMED BY THIS OFFICE.

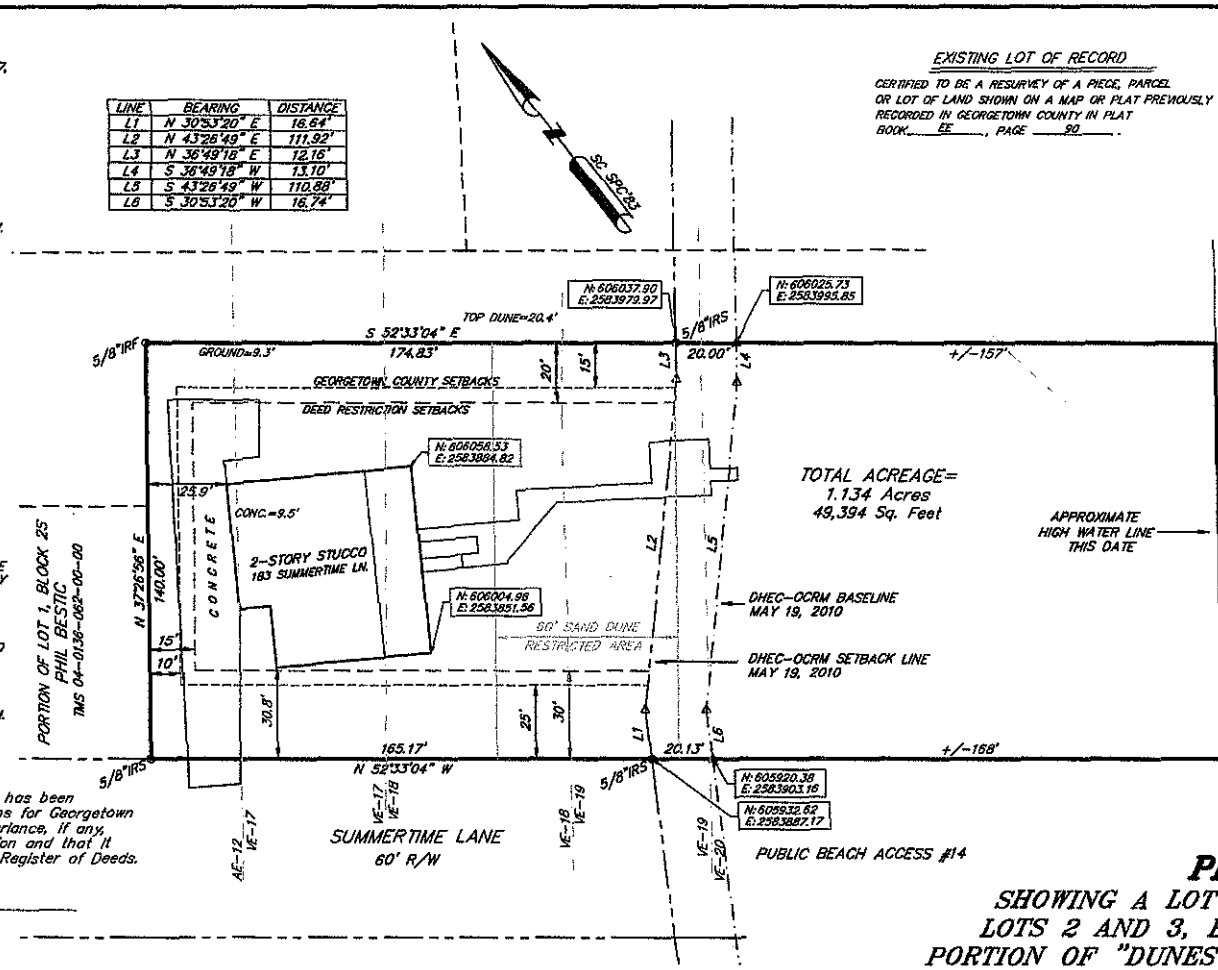
5. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY APPEARING ON SAID SURVEY. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY WITHOUT AN EXPRESSED RECERTIFICATION BY PARKER LAND SURVEYING, LLC.

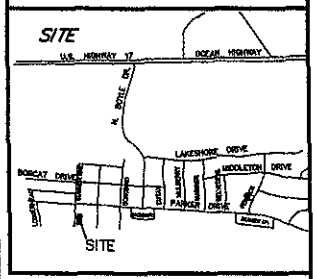
6. THIS SURVEY IS NULL AND VOID IF SIGNATURE AND EMBOSSED SEAL ARE ABSENT.

7. SHORELINE CHANGE RATE: 0' PER YEAR.

8. SPOT ELEVATIONS SHOWN HEREON TIED TO NGVD 1929 DATUM.

LINE	BEARING	DISTANCE
L1	N 30°53'20" E	16.64'
L2	N 43°26'49" E	111.92'
L3	N 36°49'18" E	12.16'
L4	S 36°49'18" W	13.10'
L5	S 43°26'49" W	110.88'
L6	S 30°53'20" W	16.74'





LOCATION MAP
N.T.S.

I hereby certify that the subdivision plat shown here has been found to comply with the Land Development regulations for Georgetown County, South Carolina, with the exception of such variance, if any, as are noted in the minutes of the Planning Commision and that it has been approved for recording in the office of the Register of Deeds.

ated _____

Planning Signature

Planning Signature

Parker Land Surveying, LLC
400 Church Street
Georgetown, SC 29440
Phone: (843) 485-4405
Fax: (843) 554-7779

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

GREGGORY F. CUNNINGHAM S.C.P.L.S. No. 17924

SOUTH CAROLINA PARKER LAND SURVEYING, LLC No. C03814 CERTIFICATE OF AUTHORIZATION

LEGEND:

IRF=IRON REBAR FOUND
IRS=IRON REBAR SET
EB=ELECTRIC BOX
WM=WATER METER

0 40 80 120

PLAT

SHOWING A LOT COMPOSED OF LOTS 2 AND 3, BLOCK 2S AND A PORTION OF "DUNES RESTRICTED AREA" PREPARED FOR

ROBERT McMANUS

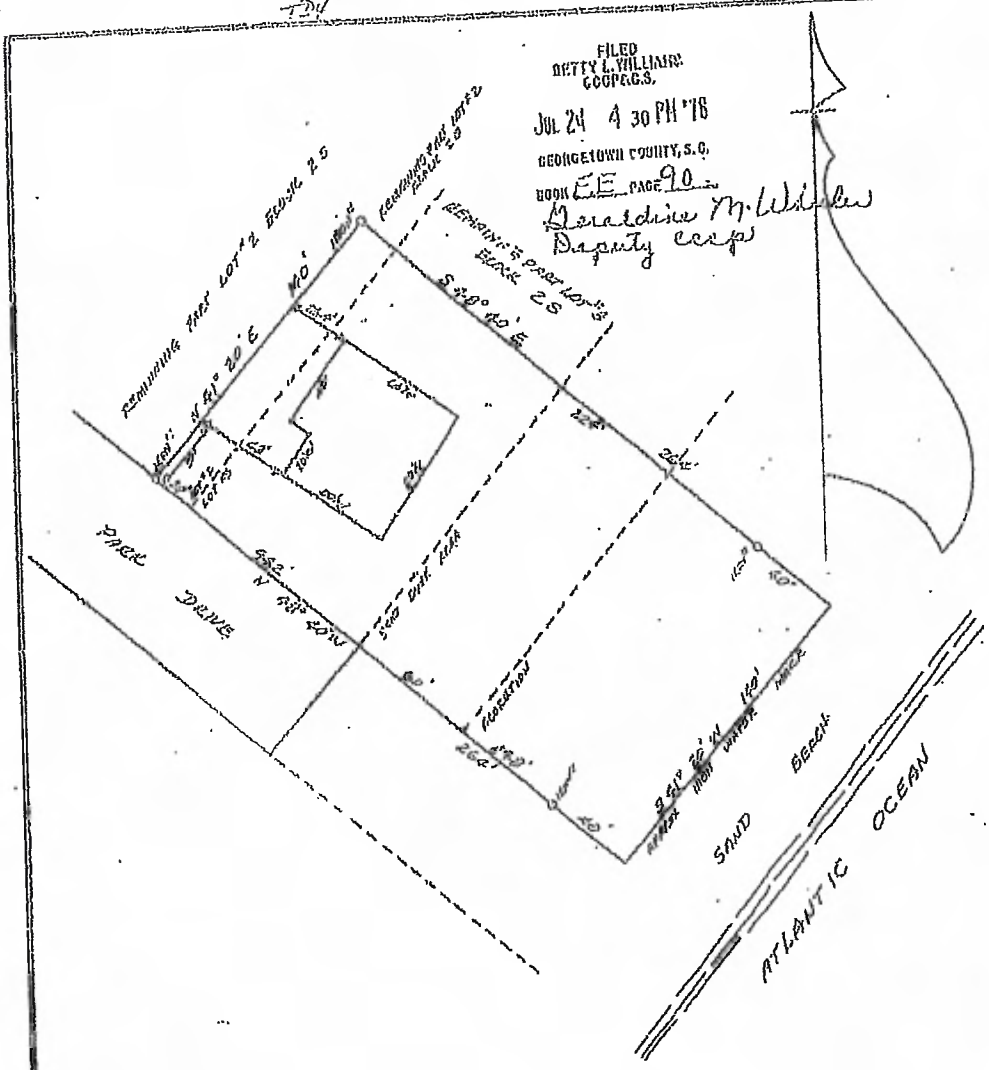
LOCATED ON NORTH LITCHFIELD BEACH, GEORGETOWN COUNTY, SOUTH CAROLINA

DATE: FEBRUARY 26, 2019
SCALE: 1" = 40'

JOB #G19-039

583

FILED
BETTY L. WILLIAMS
COOPER C.S.
JUL 24 4 30 PM '76
GEORGETOWN COUNTY, S.C.
BOOK EE PAGE 90
Geraldine M. Wilder
Deputy Cooper



STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

MAP

OF PART OF LOTS #2 & #3 BLOCK 2S, SAND DUNE AREA, AND ACCRETION OF NORTH LITCHFIELD BEACH (FORMERLY RETREAT BEACH)

SURVEYED FOR

KATHARINE ALDEN HAHN & LOUIS EUGENE HAHN, JR.

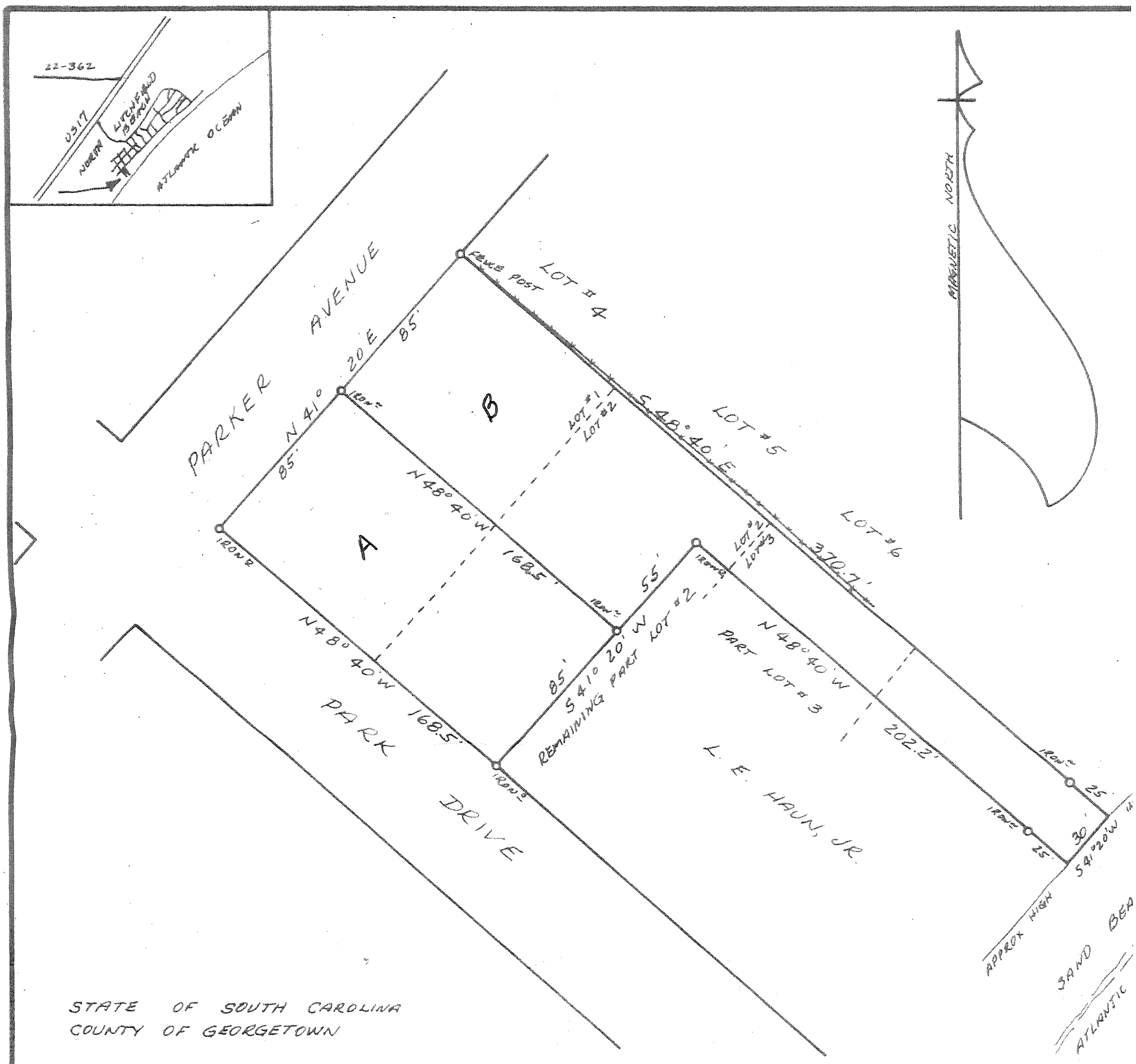
7 JULY 1976

SCALE 1in = 50FT

SOUTH CAROLINA REGISTERED No. 1003 LAND SURVEYOR SAMUEL M. HARPER

Samuel M. Harper, R.L.S.

T-6985
D-7327



MAP

OF A DIVISION OF LOT #1, PART OF LOT #2, AND PART OF LOT #3
BLOCK 2S OF NORTH LITCHFIELD BEACH SURVEYED FOR

KATHRYN W. SALLEY

SCALE 1 IN = 50 FT
0 50 100

14 DECEMBER 1983

Samuel M. Harper, R.L.S.

SOUTH CAROLINA REGISTERED No. 1003 LAND SURVEYOR SAMUEL M. HARPER

T-9268

Commonwealth
LAND TITLE INSURANCE COMPANY

Policy No.: 5611-1-19-1172-2020.813064040-219012935

OWNER'S POLICY OF TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE IS HEREBY GIVEN THAT THIS POLICY IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF CHAPTER 48 OF TITLE 15 (SEC. 15-48-10 ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:

By: _____
Authorized Officer or Agent

Midway Inlet Title Agency, Inc.
90 Wall St Unit B
Pawleys Island, SC 29585
Tel:843-235-6747
Fax:843-235-6650

By: _____

President

Attest: _____

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a)"Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b)"Date of Policy": The date designated as 'Date of Policy" in Schedule A.

(c)"Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d)"Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1)if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2)if the grantee wholly owns the named Insured,

(3)if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4)if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g)"Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h)"Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both

the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a)This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b)Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c)Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d)Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a)Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b)Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at COMMONWEALTH LAND TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Commonwealth Land Title
Insurance Company

P. O. Box 45023
Jacksonville, Florida 32232-5023

SCHEDULE A

Policy No.:	813064040-219012935	File No.:	19-1172
Amount of Insurance:	1,700,000.00	Premium:	$3,500.00
Reissue Credit:	$	Endorsement Prem.:	$

Address Reference: 183 Summertime Lane, Pawleys Island, SC 29585, Georgetown County

Date of Policy: September 16, 2019 at 02:58 PM

1. Name of Insured:

   Shoestring Retreat, LLC

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   Shoestring Retreat, LLC

4. The Land referred to in this policy is described as follows:

   See attached Exhibit "A"

Agent Name: Midway Inlet Title Agency, Inc.
Agent's Address: 90 Wall Street Unit B, Pawleys Island, SC 29585

AMERICAN LAND TITLE ASSOCIATION

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

Commonwealth Land Title
Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes for the year 2019 and subsequent years, a lien not yet due and payable.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Title to that portion of the land lying below of the mean high water mark of abutting tidal waters.
4. Interest created by, or limitations on use imposed by, the Federal Coastal Zone Management Act or other federal law or by SC Code, Chapter 39, Title 48, as amended, or any regulations promulgated pursuant to said state or federal laws.
5. Jurisdiction, rules, regulations and permitting requirements of the State of South Carolina and the United States of America or agencies thereof, expressly including but not being limited to the Corp. of Engineers - Department of the Army and State permitting agencies, over all fill activity on, upon or within freshwater wetland areas as defined, identified and delineated by the Corp. of Engineers.
6. 50' Right-of-way Easement given by Thos. B. Boyle to the South Carolina Public Service Authority dated January 10, 1951 and recorded in Deed Book Q-3 at page 197 in the Office of the ROD for Georgetown County.
7. Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject land and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area from the upland private area.
8. 50-foot perpetual easement for construction and maintenance of electric transmission lines granted by Thomas B. Boyle to South Carolina Public Service Authority by instrument dated January 10, 1951 and recorded March 1, 1951 in Deed Book Q-3 at page 232.
9. Conditions, covenants and restrictions contained in an Indenture Deed from North Litchfield Beach, Inc. to Kate H. Wallace, dated April 2, 1953, and recorded April 6, 1952, in Deed Book A4 at Page 107 in the Office of the ROD for Georgetown County, particularly the restrictions contained therein regarding lot configuration. This policy insures the insured against loss or damage arising from a final court order or decree from a court of competent jurisdiction enforcing the restrictions in manner to prohibit the current configuration of the land insured by reason of a violation of said restrictions.
10. Agreement between Litchfield Beach, et al., and Lakewood Water Company for the installation, maintenance, repair and drainage of water lines and pipes in, along and through the streets and highways as recorded in Deed Book 42 at Page 448
11. Partial and Irrevocable Waiver of Right to Amend Restrictions for North Litchfield Beach as contained in instrument dated March 14, 1989 and recorded March 17, 1989 in Deed Book 326 at page 273.
12. Assignment of Right of Abatement and Right to Enforce Compliance with Restrictions for North Litchfield beach as recorded in Deed Book 338 at page 117.
13. Assignment of Developer Rights by The Litchfield Company of South Carolina Limited Partnership to Litchfield Beaches Property Owner's Association, Inc. dated August 11, 1997 and recorded on September 12, 1997 in Deed Book 805 at page 221 in the Office of the ROD for Georgetown County.
14. Bylaws of Litchfield Beach Property Owners Association, Inc. and any assignments and amendments included.
15. Plat recorded in Plat Book I at Page 25, Office of the Register of Deeds for Georgetown County, South Carolina.

Commonwealth Land Title
Insurance Company

16. Plat recorded in Plat Book L at Page 29, Office of the Register of Deeds for Georgetown County, South Carolina.

The exception(s) in Schedule B omit(s) any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Commonwealth Land Title
Insurance Company

LEGAL DESCRIPTION

EXHIBIT 'A'

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF GEORGETOWN, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

All that certain piece, parcel of lot of land, with improvements thereon, situate, lying and being in the County of Georgetown, State of South Carolina, Township No. 7, and being Lot No. 3 and the eastern twenty (20') feet in width of Lot No. 2, in Block 2-S, as shown on a plat of a portion of Retreat Beach prepared for William B. Boyle and Thomas B. Boyle, Jr., as Trustees, dated December 12, 1952, by F. B. Jernigan, and recorded in the Office of the Clerk of Court for Georgetown County, South Carolina, in Plat Book I at Page 25, and together being bounded as follows: On the Northeast by Lot No. 6 and a portion of Lot No. 5 in Bock 2-S, as shown on said plat and measuring thereon One Hundred Seven and eight-tenths (107.8') feet, more or less, on the East by area marked "Dunes Restricted" measuring thereon, One Hundred Seventy (170') feet, more or less; on the Southwest by Third Street, South, as shown on said plat, measuring thereon, One Hundred Fourteen and two -tenths (114.2') feet, more or less; and on the Northwest by the remaining portion of Lot No. 2, Block 2-S, as shown on said plat, and measuring thereon One Hundred Seventy (170') feet, more or less.

Saving and Excepting therefrom the northeastern most thirty (30) feet of said lots and together being bound and measuring as follows: On the Northeast by Lot No. 6 and a portion of Lot No. 5 in Block 2-S for a distance of One Hundred Seven and eight-tenths (107.8)') feet, more or less; on the East by area marked "Dunes Restricted" measuring thereon thirty (30') feet; on the Southwest by the remaining portion of Lot No. 3 and a portion of Lot No. 2 in Block 2-S for a distance of One Hundred Fourteen and two-tenths (114.2') feet, more or less; and on the Northwest by the remaining portion of Lot No. 2, Block 2-S for a distance of thirty (30') feet, all of which will more fully and at large appear by reference to the aforesaid plat.

PARCEL NO. 2:

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, in Township No. 7, and being shown and delineated on a plat of property of William B. Boyle and Thomas B. Boyle, Jr., dated August 15, 1956, and recorded in the Office of the Clerk for Georgetown County, South Carolina, in Plat Book L at Page 29, as that portion of the area marked "Dunes Restricted" on said plat between the northern and southern side lines of Lot 3, Block 2-S, as shown on said plat, extended to the Atlantic Ocean, said piece of property being bounded and measuring as follows: On the Northerly side by a portion of the property marked "Dunes Restricted" on said plat and measuring thereon, along the northern side line of Lot 3, in Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less; on the easterly side by the Atlantic Ocean and measuring thereon One Hundred Seventy (170') feet, more or less on the southerly side by a portion of the property marked "Dunes Restricted" on said plat, and measuring thereon, along the southerly side of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less, and on the west by Lot 3, Block 2-S, and measuring thereon, One Hundred Seventy (170') feet, more or less; it being the intention to convey by Deed recorded in Book 160 at Page 561; all of the property form the easterly side of Lot 3, Block 2-S, to the Atlantic Ocean between the northerly and southerly side lines of Lot 3, Block 2-S extended

Saving and excepting therefrom the northeastern most thirty (30') feet of said parcel or lot being bounded as follows: On the northern side by a portion of the property marked "Dunes Restricted" and thereon, along the northern side line of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of Sixty (60') feet, more or less; on the easterly side by the Atlantic Ocean and measuring thereon thirty (30') feet; ono the southerly side by a portion of the property marked "Dunes Restricted", and measuring thereon, along the southerly side of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less, all of which will more fully and at large appear reference being had to the aforesaid plat.

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN	CIVIL ACTION NO.: 2016-CP-22-00450

Elsie Graddick as Personal Representative of the Estate of David A. Graddick,

Plaintiff,

v.

Robin B. McLeod as Personal Representative of the Estate of E.C. McGregor Boyle a/k/a McGregor Boyle, Laurie B. Hopkins, Arney B. Love, E.C. McGregor Boyle, Jr. and Unknown Heirs-at-Law or Devisees of William B. Boyle, Thomas B. Boyle, Jr., Gene Boyle Brading, Edwin Boyle, Jr. and Ann Boyle Pruet their Heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them, all unknown persons with any right, title or interest in the real estate described herein, also any persons who may be in the military service of the United States of America, being a class designated as John Doe and/or Jane Doe,

Defendants.

FINAL ORDER

The above-captioned matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause pursuant to the Order of Reference executed by the Honorable Steven H. John on September 8, 2016 and filed with this court on September 12, 2016.

Pursuant to the Order of Reference, a hearing was held, attended by the attorneys of record, evidence was presented and legal arguments were made both orally and through memorandum.

The action filed by the Plaintiff primary concerns what is referred to herein as a "reverter clause." In her action, the Plaintiff frames her prayer to the court alternatively as an action to quiet title and in declaratory judgment, pursuant to SC Code §15-53-10 et seq.

FINDINGS OF FACT

1. The Amended Summons, Complaint and Lis Pendens were served on the Defendants, Robin B. McLeod, as Personal Representative of the Estate of E.C. McGregor Boyle a/k/a McGregor Boyle, Laurie B. Hopkins, Arney B. Love and E.C. McGregor Boyle, Jr. by and through their attorney, Yancey A. McLeod, on August 10, 2016 and is evidenced by the Acceptance of Service filed with this court on August 23, 2016.

2. Service was effected on the remaining Defendants by publication pursuant to that certain Order for Publication filed with this court of July 22, 2016 and is evidence by the Affidavit of Publication filed on September 12, 2016.

3. Jennifer A. Mullins, Esq. was appointed as Guardian ad Litem and attorney for the unknown Defendants collectively designated as John Doe and Jane Doe pursuant to the Order for Appointment of Guardian ad Litem Nisi and Attorney filed with this court on July 22, 2016. The Guardian ad Litem made a formal appearance on the action through the Answer of Guardian ad Litem filed with this court on September 15, 2016.

4. The Defendants, Robin B. McLeod, as Personal Representative of the Estate of E.C. McGregor Boyle a/k/a McGregor Boyle, Laurie B. Hopkins, Arney B. Love and E.C. McGregor Boyle, Jr. timely filed an Answer to Amended Complaint in which defenses were stated and a counterclaim in declaratory judgment was asserted.

5. The Plaintiff filed a timely Reply to the counterclaim and the issues were thereby joined.

6. By and through that certain deed from William B. Boyle and Thomas B. Boyle, Jr. as trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet and E.C. McGregor Boyle, recorded in Georgetown County ROD on December 5, 1959 in Book 36 at Page 174, the subject property was conveyed to David A. Graddick. The deed contains the following two provisions:

> "It is understood and agreed that if the grantee has not commenced, and substantially completed, the erection of a residence on said lot within two years from the date hereof, the grantors shall have the right or option, within five years thereafter, to repurchase said lot for the price paid by the grantee, plus property taxes paid" [this provision is referred to hereinbelow as the "construction clause"]
>
> and
>
> "And it is further understood and agreed that, in the event of a violation of any of said covenants, conditions or restrictions by grantee his heirs and assigns, the described property shall revert to and vest immediately in the grantors, their successors and assigns, subject however to the rights of lien creditors attaching prior to such violation." [this second provision is referred to hereinabove and below as the "reverter clause"]

7. With regard to the construction clause, the parties agree no residence was erected on the subject property and the grantors under the deed did not exercise the right to repurchase the lot within the five years during which that right is said to have existed. As a matter of clarity, no residence has ever been erected on the subject property and no attempt was ever made to repurchase the subject property.

8. At the hearing, counsel for the Plaintiff requested an order declaring the rights and duties of the construction clause as now exhausted and seeking, as well, an order instructing that this clause be removed from the legal description in the interest of making the title clear in this regard for future purchasers of the property. Counsel for the answering Defendants opposed the request, though he admitted no construction has taken place and no repurchase has been exercised.

9. The Plaintiff contends the reverter clause violates the rule against perpetuities as set forth in SC Code §27-6-20 and this is where the primary dispute has centered.

10. Subsequent to the 1959 deed, there is no evidence the grantors assigned (conveyed) a reverter interest.
11. No person or entity claiming to be a successor trustee to the grantors has appeared and there is no evidence of a successor trustee having been appointed.
12. The title to the subject property has not reverted from the hands of the grantee named in the 1959 deed.

LEGAL DISCUSSION

The rule against perpetuities has long existed at common law; this was true at the time the deed was recorded. Subsequent to the recordation of the deed, the rule against perpetuities was codified as follows:

> "A non-vested property interest is invalid unless, when the interest is created, it is certain to vest or terminate no later than twenty-one (21) years after the death of an individual then alive." SC Code Ann. §27-6-20

The "property interest" in question is whatever interest may be said to have arisen or been reserved through the reverter clause. If the "property interest" here is found not to have vested at the time the deed was recorded in 1959, it is clear vesting would be possible later than twenty-one (21) years after the death of an individual alive in 1959. Stated another way, if the property interest did not vest in 1959, the mere possibility that it would vest later than twenty-one (21) years after the death of a person living in 1959, the property interest (being here a reverter interest) would violate the rule against perpetuities and must be declared void.

The threshold question is whether the reverter clause created a property interest. If it did not, the inquiry ends there and the Plaintiff must be declared the fee simple owner. If, though, the reverter clause created a property interest, the court must then explore when and in whom that interest could possibly vest.

Therefore, I turn first to the question of whether the reverter clause created a property interest. This question is, of course, one of legal interpretation. The Deed contains a granting clause as follows:

> "...grant, bargain and release to David A. Graddick [the property] together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining."

Clearly the granting clause reserves nothing to the grantor. I turn next to the habendum clause, which appears as follows:

> "To have and to hold, all and singular, the said premises before mentioned unto the said David A. Graddick his heirs and assigns forever" (and continuing) "and the said grantors do hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the said premises unto the said David A. Graddick heirs and assigns, against themselves and their successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof

Again, the grantor reserves no interest in the property.

I turn, therefore, to an examination of the nature of the reverter clause itself.

I depart here from the question of whether the grantor conveyed a fee simple determinible and turn to a question which may decide the entire matter whether or not the deed conveyed a fee simple determinable. If I presume the deed conveyed a fee simple determinable, as the answering Defendants would have me do, and allow that a reverter interest vested in the grantors at the time of the deed, I must then proceed to the determination of who holds any reverter interest; for if no one holds any such reverter interest, it must be said to have expired.

It is significant that the reverter clause specifically reserves the reverter to the "grantors their successors and assigns." The grantors were William B. Boyle and Thomas B. Boyle, Jr. as trustees for Gene Boyle Brading (and others). If a reverter vested at the time of the deed, it vested in William D. Boyle and Thomas D. Boyle, Jr., as trustees. No party to this action has alleged or brought forth any evidence the trustees assigned (or conveyed) the reverter interest. Similarly, no party has come forward to claim the status of successor trustee to either of the trustees. Within the class of unknown Defendants the Guardian ad Litem was appointed to represent are included "the successors" of the trustees. In the absence of an assignment (or conveyance) of the reverter by the trustees, which I am forced to view as non-existent, and in the further absence of a successor trustee, which I am also forced to conclude to be non-existent, the conclusion forces itself upon me: even if a reverter can be said to have been reserved to the

grantor-trustees, it has neither passed into the hands of a successor trustee nor been assigned and it must therefore have died with the trustees.

CONCLUSIONS OF LAW

It is therefore Ordered, Adjudged and Decreed as follows:

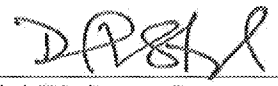
1. The provision appearing in Deed Book 36 at Page 174 as condition #8 shall be stricken from future instruments of conveyance of the subject property in that it has been held unconstitutional.
2. In that no residence was constructed on the subject property and no right of repurchase was exercised, the following provision appearing in Deed Book 36 at Page 174 shall be stricken from future instruments of conveyance of the subject property in that it is superfluous:

   > "It is understood and agreed that if the grantee has not commenced, and substantially completed, the erection of a residence on said lot within two years from the date hereof, the grantors shall have the right or option, within five years thereafter, to repurchase said lot for the price paid by the grantee, plus property taxes paid."

3. If the deed recorded in Deed Book 36 at Page 174 conveyed a fee simple title to David A. Graddick as opposed to a fee simple determinable, the reverter clause did not reserve a reverter to the grantor and the reverter violates the rule against perpetuities as codified in S.C. Code Ann. §27-6-20 and is void.
4. If the deed recorded in Deed Book 36 at Page 174 reserved a reverter to the grantor-trustees, the reverter was not later assigned by the trustees and there were no successor trustees and the reverter has expired.
5. Whether void as violative of the rule against perpetuities or expired, the following provision shall be stricken from future instruments of conveyance of the subject property:

   > "And it is further understood and agreed that, in the event of a violation of any of said covenants, conditions or restrictions by grantee his heirs and assigns, the described property shall revert to and vest immediately in the grantors, their successors and assigns, subject however to the rights of lien creditors attaching prior to such violation."

AND IT IS SO ORDERED.



Daniel W. Stacy, Jr.
Special Referee for Georgetown County

May 8, 2017

STATE OF SOUTH CAROLINA) RELEASE OF REVERTER, RELEASE OF
) RIGHT OF RE-ENTRY AND MODIFICATION
COUNTY OF GEORGETOWN) OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned, William B. Boyle and Thomas B. Boyle, Jr., as Trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr., and B. C. McGregor Boyle (the undersigned being sometimes hereinafter called "Trustees") heretofore owned certain property conveyed to them by deed dated December 4, 1952, recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Book A-4 of Deeds at page 64, and the undersigned Trustees conveyed therefrom certain individual lots to individual purchasers by deeds recorded in said Clerk's office containing restrictive covenants, conditions and restrictions and containing provision that the same were solely for the benefit of the Trustees who reserved the right to release or modify the same and further containing a reverter clause or clauses; and

WHEREAS, W. B. Boyle Company, a South Carolina corporation, was the owner of all of the issued and outstanding capital stock of Boyle Construction Company, a South Carolina corporation, at the time Boyle Construction Company acquired from said Trustees title to Lot 4, Block 2-S as shown on a plat recorded in Plat Book 1 at page 25 in the office of the Clerk of Court for Georgetown County, South Carolina, on December 23, 1953, and on December 30, 1959, when said lot was conveyed to Thomas B. Boyle and when Boyle Construction Company subsequently was liquidated and dissolved; and Boyle Construction Company has since been liquidated and its assets distributed to W. B. Boyle Company, the successor of Boyle Construction Company; and

Exhibit 4
Shoestring Opposition to Injunction

WHEREAS, the parties hereto desire to release certain rights of reverter and re-entry and to modify certain restrictions:

NOW, THEREFORE, for and in consideration of Five Dollars ($5.00) and other valuable considerations the undersigned, for themselves and their respective heirs, successors, administrators, executors or assigns as the case may be, do by this instrument in writing the following:

1. Release and relinquish any and all rights of reverter and/or re-entry reserved to them and contained in any individual deed conveying any of the property previously conveyed to the Trustees by the aforesaid deed of December 4, 1952, heretofore executed and filed of record in Georgetown County, South Carolina, and specifically, but without limitation, do hereby release and relinquish any right of reverter and/or re-entry contained in a deed from the Trustees to Boyle Construction Company dated December 23, 1953, and recorded in Book 3 of Deeds at page 502 in the office of the Clerk of Court for Georgetown County, South Carolina, and any such right contained in deed from Boyle Construction Company to Thomas B. Boyle dated December 30, 1959, and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Deed Book ____ at page ____.

2. Release, relieve, modify and amend as necessary any and all restrictions, if any, with respect to Block 2-S contained in the aforesaid deed from the Trustees to Boyle Construction Company and the aforesaid deed from Boyle Construction Company to Thomas B. Boyle as said Block 2-S is shown on the aforesaid plat recorded in Plat Book 1 at page 25, so as to permit a replat or redivision of said Block 2-S, or part thereof, as shown on map of a redivision of Lots 4, 5 and 6 of Block 2-S of North Litchfield Beach surveyed for Tom Boyle by Samuel M.

Harper, R.L.S., dated May 23, 1972, recorded in Book X, page 33, so as to permit the creation and conveyance of a drive twenty (20) feet in width across the southwestern portion of Lot No. 4 and a relocation of Lots 5 and 6 into Lot A and Lot B as shown on said map and so as to permit conveyance of said drive as is reflected by deed from Thomas B. Boyle to Gene V. Pruet dated September 6, 1972, and recorded in the office of the Clerk of Court for Georgetown County in Deed Book 107 at page 239.

In all other respects all deeds from the undersigned, or any of them, and the restrictions, covenants and conditions contained therein shall be and remain as set forth of record heretofore.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals this 29th day of September, 1972.

In the presence of:

As to William B. Boyle

William B. Boyle (LS)

As to Thomas B. Boyle, Jr.

Thomas B. Boyle, Jr. (LS)
As Trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr., and E. C. McGregor Boyle

W. B. BOYLE COMPANY, as successor in interest and sole owner of the assets of BOYLE CONSTRUCTION COMPANY

(SEAL)

As to W. B. Boyle Company

By:

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

PERSONALLY APPEARED before me Ramona Cooper, who, being first duly sworn, deposes and says that he saw the within-named William B. Boyle, as Trustee, sign, seal and deliver the foregoing Release of Reverter, Release of Right of Re-Entry and Modification of Covenants, Conditions and Restrictions and that he with Thomas J. Pogue witnessed the execution thereof.

Ramona Cooper

SWORN to before me this
2nd day of ~~September~~ October, 1972.

Theola S. Blank (LS)
Notary Public for South Carolina
My Commission expires: July 2, 1978

BOOK NO. 108 PAGE 10

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me Alice B. Shorter, who, being first duly sworn, deposes and says that she saw the within-named Thomas B. Boyle, Jr., as Trustee, sign, seal and deliver the foregoing Release of Reverter, Release of Right of Re-Entry and Modification of Covenants, Conditions and Restrictions and that she with Michael P. Rabon witnessed the execution thereof.

Alice B. Shorter

SWORN to before me this
29th day of September, 1972.

Michael P. Rabon (LS)
Notary Public for South Carolina
My Commission expires: Sept. 17, 1980.

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

PERSONALLY APPEARED before me _____, who, being first duly sworn, deposes and says that he saw the within-named W. B. Boyle Company, by _____, its _____, sign, seal and deliver the foregoing Release of Reverter, Release of Right of Re-Entry and Modification of Covenants, Conditions and Restrictions and that he with _____ witnessed the execution thereof.

_____

SWORN to before me this
29th day of September, 1972.

_____ (LS)
Notary Public for South Carolina
My Commission expires: May 2 1978.

Examined and Certified this 9 day of Oct. 1972
_____
CLERK OF COURT

Recorded this 22 day of Nov. 1972 at 2:00 P.M.
_____
Register of Deeds Sumter County, S. C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

MODIFICATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned, William B. Boyle and Thomas B. Boyle, Jr., as Trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr., and E. C. McGregor Boyle (the undersigned being sometimes hereinafter called "Trustees") heretofore owned certain property conveyed to them by Deed dated December 4, 1952, recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Book A-4 of Deeds at Page 64, and the undersigned Trustees conveyed therefrom certain individual lots to individual purchasers by Deeds recorded in said Clerk's office containing restrictive covenants, conditions and restrictions and containing a provision that the same were solely for the benefit of the Trustees who reserved the right to release or modify the same and further containing a reverter clause or clauses; and

WHEREAS, a portion of Lot 2, Block 2-S and Lot 3, Block 2-S was heretofore conveyed by said Trustees to Kate H. Wallace by Deeds recorded respectively in the office of the Clerk of Court for Georgetown County in Deed Books 4, Page 68 and A-4, Page 107; and

WHEREAS, by mesnes conveyances said real property is now owned by Kathryn Wallace Sally; and

WHEREAS, by document captioned "Release Of Reverter, Release Of Right of Re-Entry And Modification Of Covenants, Conditions And Restrictions" dated September 29, 1972, and recorded in the office of the Clerk of Court for Georgetown County in Deed Book 108 at Page 6, all rights of reverter and/or re-entry were released in the aforesaid real property; and

WHEREAS, the parties desire to modify certain restrictions;

NOW, THEREFORE, for and in consideration of Five Dollars ($5.00) and other valuable considerations the undersigned, for themselves and their respective heirs, successors, administrators, executors or assigns, as the case may be, do by this instrument in writing the following:

1. Release, relieve, modify and amend as necessary any and all restrictions, if any, with respect to Block 2-S contained in the aforesaid Deeds from the Trustees to Kate H. Wallace so as to permit a redivision of said Block 2-S, or part thereof, as set forth in the description attached hereto wherein part of Lot 2, Block 2-S and Lot 3, Block 2-S will be reduced in width from 170 feet to 140 feet, the northeastern most 30 feet of said real property being retained by the said Kathryn Wallace Sally, and the southwestern most portion being conveyed away. Further, any residence constructed on said lot and part lot shall not have to face Third Street South as required in paragraph 7 of the restrictions.

In all other respects, all Deeds from the undersigned, or any of them, and the restrictions, covenants and conditions contained therein shall be and remain as set forth of record heretofore.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals this 7th day of July, 1978.

IN THE PRESENCE OF:

Ronny M. Layton

Susie Langley
(as to William B. Boyle)

William B. Boyle (L.S.)
William B. Boyle

Cynthia L. McLemore

Lou Martin
(as to Thomas B. Boyle, Jr.)

Thomas B. Boyle (L.S.)
Thomas B. Boyle, Jr.
As Trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr., and E. C. McGregor Boyle

STATE OF)
)
COUNTY OF)

PERSONALLY appeared before me ~~Ronny M. Layton & Susie Langley~~ and made oath that he saw the within named William B. Boyle sign, seal and as his act and deed, deliver the within written instrument, and that he with Ronny M. Layton witnessed the execution thereof.

Susie Langley

SWORN to before me this 20th day of July, A. D., 1978.

Lee T. Gordon (SEAL)
Notary Public for
My Commission expires: March 12 1980

-2-

STATE OF S.C.
COUNTY OF Richland

PERSONALLY appeared before me Cynthia L McLemore and made oath that she saw the within named Thomas B. Boyle, Jr., sign, seal and as his act and deed, deliver the within written instrument, and that she with Lou Mae Lin witnessed the execution thereof.

Cynthia L McLemore

SWORN to before me this 18th day of July, A. D., 1978.

Blanche T. Russell (SEAL)
Notary Public for

My Commission expires: 12/9/79

EXHIBIT A

PARCEL NO. 1

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Georgetown, State aforesaid, Township No. 7, and being Lot No. 3 and the eastern twenty (20') feet in width of Lot No. 2, in Block 2-S, as shown on a plat of a portion of Retreat Beach prepared for William B. Boyle and Thomas B. Boyle, Jr., as Trustees, dated December 12, 1952, by F. B. Jernigan, and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Plat Book I at Page 25, and together being bounded as follows: On the Northeast by Lot No. 6 and a portion of Lot No. 5 in Block 2-S, as shown on said plat and measuring thereon One Hundred Seven and eight-tenths (107.8') feet, more or less; on the East by area marked "Dunes Restricted" measuring thereon, One Hundred Seventy (170') feet, more or less; on the Southwest by Third Street, South, as shown on said plat, measuring thereon, One Hundred Fourteen and two-tenths (114.2') feet, more or less; and on the Northwest by the remaining portion of Lot No. 2, Block 2-S, as shown on said plat, and measuring thereon One Hundred Seventy (170') feet, more or less.

SAVING AND EXCEPTING THEREFROM the northeastern most thirty (30) feet of said lots and together being bounded and measuring as follows: On the Northeast by Lot No. 6 and a portion of Lot No. 5 in Block 2-S for a distance of One Hundred Seven and eight-tenths (107.8') feet, more or less; on the East by area marked "Dunes Restricted" measuring thereon thirty (30') feet; on the Southwest by the remaining portions of Lot No. 3 and a portion of Lot No. 2, in Block 2-S for a distance of One Hundred Fourteen and two-tenths (114.2') feet, more or less; and on the Northwest by the remaining portion of Lot No. 2, Block 2-S for a distance of thirty (30') feet, all of which will more fully and at large appear by reference to the aforesaid plat.

PARCEL NO. 2.

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, in Township No. 7, and being shown and delineated on plat of property of William B. Boyle and Thomas B. Boyle, Jr., dated August 15, 1956, and recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Plat Book L at Page 29, as that portion of the area marked "Dunes Restricted" on said plat between the northern and southern side lines of Lot 3, Block 2-S, as shown on said plat, extended to the Atlantic Ocean, said piece of property being bounded and measuring as follows: On the Northerly side by a portion of the property marked "Dunes Restricted" on said plat and measuring thereon, along the northern side line of Lot 3, in Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less; on the easterly side by the Atlantic Ocean and measuring thereon One Hundred Seventy (170') feet, more or less; on the southerly side by a portion of the property marked "Dunes Restricted" on said plat, and measuring thereon, along the southerly side of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less, and on the west by Lot 3, Block 2-S, and measuring thereon one hundred seventy (170') feet, more or less; it being the intention of the grantor to convey by this Deed all of the property from the easterly side of Lot 3, Block 2-S, to the Atlantic Ocean between the northerly and southerly side lines of Lot 3, Block 2-S extended.

SAVING AND EXCEPTING THEREFROM the northeastern most thirty (30') feet of said parcel or lot being bounded as follows: On the northern side by a portion of the property marked "Dunes Restricted" and thereon, along the northern side line of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of Sixty (60') feet, more or less; on the easterly side by the Atlantic Ocean and measuring thereon thirty (30') feet; on the southerly side by a portion of the property marked "Dunes Restricted", and measuring thereon, along the southerly side of Lot 3, Block 2-S, extended to the Atlantic Ocean, a distance of sixty (60') feet, more or less, all of which will more fully and at large appear reference being had to the aforesaid plat.

3.00 MN+C

modification

BOOK NO. 160 PAGE 560

FILED
BETTY L. WILLIAMS
CCCP&C.S.

X

JUL 21 4 30 PM '78

GEORGETOWN COUNTY, S.C.

BOOK 160 PAGE 556

Geraldine M. Wheeler
Deputy ccep

Recorded this 26th day of July A.D. 1978
in Book 3 Page 1570

Auditor, Georgetown Co., S.C.

COUNTY PARCEL # 4-136-60

X09

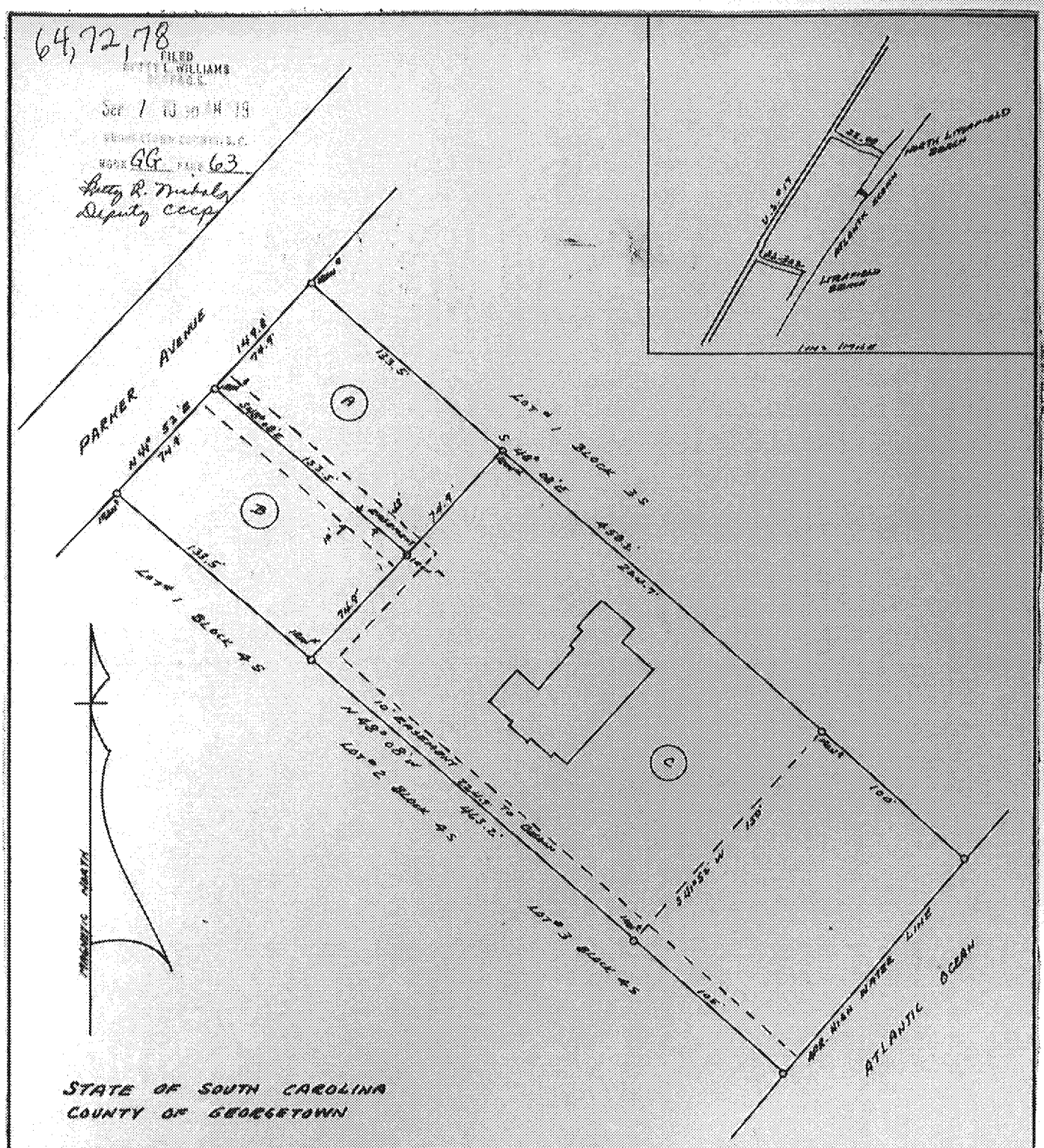
64,72,78

FILED
BETTY L. WILLIAMS
REGISTER

Sep 1 10 30 AM '79

RECORDED IN GEORGETOWN S.C.
BOOK GG PAGE 63

Betty R. Mikula
Deputy C.C.C.P.



STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

MAP

OF THREE LOTS IN TAX DISTRICT NO. 4 AT NORTH LITCHFIELD BEACH - SURVEYED FOR

JAMES B. BROGDEN

SCALE - 1 IN: 50 FT 19 JANUARY 1979

I HEREBY CERTIFY THE MEASUREMENTS SHOWN ARE CORRECT AND THERE ARE NO ENCROACHMENTS

Samuel M. Sharpe, R.L.S.

SOUTH CAROLINA REGISTERED No. 1003 LAND SURVEYOR SAMUEL M. HARPER

T - 7152
P - 7504

Exhibit 10
Shoestring Opposition to Injunction

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 11 day of March 1999, by **MAC Coastal Properties, Inc.**, (hereinafter referred to as Declarant), owner of the real property known as Lot B, Block 2-S, North Litchfield Beach, Pawleys Island, South Carolina, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Declarant proposes to convey an estate for years with an undivided interest in the premises in remainder providing in each Deed that the grantee or grantees shall have the exclusive right to occupy the premises, and as between owners of interest in the premises to use all areas, improvements and other facilities located thereon together with all rights and easements appurtenant to the premises during one or more of the following use periods and reserving to declarant and its successors and assigns, the exclusive right to occupy the premises areas and appurtenant rights and easements during all other use periods.

By this Declaration, declarant intends to establish a common scheme and plan for the use, enjoyment, repair, maintenance, restoration, remodeling and improvement of the premises and the interest therein so conveyed or reserved, and to the payment of taxes, assessments and other expenses pertaining thereto, and declares that the premises are and shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the premises and the interests to be conveyed and reserved. All such limitations, restrictions, covenants and conditions are intended to run with the land, to wit: interests so conveyed or reserved are to enure to the benefit of

and be binding upon each interest so conveyed or reserved and all parties having or acquired any right, title, interest or estate therein.

1. **DEFINITIONS:** The following terms as used in this Declaration shall have the following meanings:

(a) "Declarant" shall mean MAC Coastal Properties, Inc., or any successor in interest by merger or by express assignment of the rights of declarant hereunder by instrument executed by declarant and recorded in the office of the Clerk of Court for Georgetown County, South Carolina.

(b) "Premises" shall mean the real property described in Exhibit "A" together with all improvements located thereon, and all appurtenances, rights and easements thereon appertaining.

(c) "Unit Week" means a one (1) week use in the premises. Unit weeks are computed as follows: Unit Week #1 is the seven days commencing on the last Sunday in each year. Unit #2 is the seven days succeeding. Additional weeks up to and including Unit Week #51 are computed in a like manner. Unit Week #52 contains the seven (7) days succeeding the end of Unit Week #51 without regard to the month or year plus any excess days not otherwise assigned. Unit Weeks run from four o'clock p.m. (4:00 p.m.) on the first Sunday of the period to twelve noon (12:00 noon) on the last Sunday of the period.

(d) "Use Periods" shall mean a combination of four (4) Unit Weeks as hereinafter designated and shall be numbered Use Periods A through M and shall include the use weeks as indicated and as shown on the schedule which is attached as Exhibit B.

(e) "Interval" shall designate ownership of a "four-unit week". There will be thirteen (13) Intervals designated 1 through 13.

For succeeding years, the Use Periods will rotate according to the attached schedule.

(f) "Owner" shall mean and include (i) grantee or grantees named in the Deed to an Interval by the declarant; (ii) the successor owners of each Interval or (iii) declarant with respect to any Interval not conveyed.

(g) "Common Furnishings" shall mean furniture and furnishings for the premises or other personal property from time to time owned or held for use in common by all owners during their respective Use Periods.

(h) "Agent" shall mean the owner's agent appointed as hereinafter provided.

(i) "Owners Association" shall mean all of the owners of Intervals acting to govern the operation of the premises.

(j) "A Majority in Interest of the Owner" shall mean an owner or owners owing in the aggregated more than fifty (50%) of the Intervals.

2. **EXCLUSIVE USE AND OCCUPANCY:** Each owner shall have the exclusive right to occupy the premises, and as between owners, to use and enjoy all appurtenances, rights, and easements thereto appertaining, during such of the above Use Periods as are set forth in the deed of his Periods not included in any Intervals theretofore conveyed and to authorize other so to do, together with the non-exclusive right in common with all other owners, but only when acting with a majority in interest of owners, to maintain and repair the premises during Service Periods and the Annual Maintenance Period. No owner shall occupy the premises or exercise any other rights of

ownership in respect to the premises other than the rights herein provided to him during other Use Period unless expressly so authorized by the owner entitled to occupy the unit during such Use Period or during any Service Period or any Annual maintenance Period except when acting through the agent (or, if no agent be appointed, when acting with a majority in interest of owners). Each owner shall keep the premises and all common furnishings in good condition and repair during his Use Period(s), vacate the premises at the expiration of his Use Period(s), remove all persons and property therefrom excluding only common furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable check-out and other procedures as may from time to time be contained in rules promulgated by the agent or by a majority in interest of owners.

3. **MANAGEMENT:** Management of the premises, maintenance and repair of the improvements, acquisition, maintenance, repair and replacement or common furnishings, administration of the affairs of owners with respect to the use of the premises, occupancy of the premises and payment of expenses and costs enumerated in this Declaration, shall be under the direction and control of an agent initially appointed by the declarant for a period of one (1) year and thereafter appointed by the Management Committee.

(a) To repair, maintain, repaint, remodel, furnish or refurnish the premises or any part thereof, to establish reserves for anticipated costs, including the acquisition and replacement of common furnishings; and to acquire and pay for materials, supplies, furniture, furnishings, labor or services which the agent deems necessary or proper for the maintenance and operation of the premises. The agent shall not, however, make any discretionary capital expenditure which exceeds One Thousand ($1,000.00) Dollars without the prior approval of a majority in interest of owners,

except in case of an emergency.

(b) To pay all taxes and assessments and other costs or charges affecting or relating to the premises; and to discharge, contest or protect liens or charges affecting the premises.

(c) To obtain and pay the cost of electrical, telephone, cable television and other utility services for the premises.

(d) To adopt from time to time and enforce reasonable rules relating to the possession, use and enjoyment of the premises by the owners.

(e) To obtain and pay the costs of legal and accounting services necessary or proper in the maintenance and operation of the premises and the enforcement of this Declaration.

(f) To obtain and pay the costs of insurance covering the premises and common furnishings against loss or damage by fire or other hazards customarily covered by fire insurance policies written with extended coverage, public liability insurance insuring against liability for personal injury or property damage resulting from any occurrence in or about the premises and any other insurance deemed necessary or desirable by the agent or by a majority in interest of owners. The policies of insurance will cover such risk, be written by such insurers, and in such amounts, as the owners shall determine.

(g) To do all of the acts or things necessary or appropriate in the ordinary and necessary operation and maintenance of the premises or to preserve and protect the premises in the event of emergency.

(h) To delegate the authority and responsibilities of agent hereunder to one or more sub-agents for such periods and upon such terms as the agent deems proper.

(i) To collect, either in advance or disbursement or following disbursement if agent

advances a sum payment of any of the foregoing each owner's share of the aforesaid costs and any other amounts properly expended by the agent, to estimate any such expenditures in advance and to bill the owners accordingly and to take proper step to enforce the owner's obligations hereunder.

(j) To prepare in advance a budget for each year which shall include an estimate of the next year's expenses. Such budget shall be presented at the annual meeting of owners for consideration and approval by the owners.

4. **UNIT EXPENSES:** Each owner shall pay:

(a) The cost of long distance telephone charges, special services allocable to the occupancy of the premises during each owner's Use Period(s), the costs of repair of any damage to the unit or to repair or replace any property contained therein on account of loss or damage occurring during his Use Period(s), and the cost to satisfy any expense to any of the other owners due to any intentional or negligent act or omission of such owner, his family, guest, invitees, tenants or lessees or resulting from his breach of any provisions of this Declaration.

(b) A share of the following costs and expenses which bears the same relationship to the whole as the number of weeks in such owner's Use Period(s) bears to the total fifty-two weeks; (i) real property taxes and assessments; (ii) insurance premiums for fire and extended coverage insurance and other casualty insurance from time to time payable and (iii) amounts necessary to establish proper reserves for the foregoing items.

(c) A share of the following costs and expenses which bears the same relationship to the whole as the number of weeks in such owner's Use Period(s) bears to the total fifty-two weeks: (i) basic telephone charges and cost of utility service and other standard services; (ii) cost of ordinary repair, replacement and maintenance of common furnishings; (iii) premiums for liability insurance; (iv)

amounts necessary to establish a proper reserve for the foregoing items; and (v) other costs and expenses elsewhere herein provided to be paid including the agent's compensation, agent's reimbursable expenses and professional fees.

(d) Any payment due by an owner which is more than ten (10) days in arrears shall bear interest at the rate of fifteen (15%) percent per annum until date of payment.

All such payments shall be made through the agent unless the agent or a majority of the interest of the owners otherwise directs. The agent shall be under no obligation to, but may in his discretion, advance sums required to pay the obligations of any one or more of the owners to make the aforesaid payments or incur obligations within the agent's authority, notwithstanding the failure of any one or more of the owners to provide funds therefor. The agent shall not be responsible for the acts or conduct of any of the owners or for the breach of any of the obligations of any of the owners hereunder. The agent shall not be liable to the owners in the absence of bad faith or negligence but shall hold the owners harmless from and against any and all claims, expenses, liabilities, demands, causes of action, awards or judgments rendered against the agent or the owners arising out of in connection with negligent conduct of the agent, its officers, employees or sub-agents.

The agent may, in its discretion, estimate the amount to be paid by each owner in advance and provide procedures for payment thereof, equal periodic payments or otherwise, and may require additional or supplemental payments of amounts, subject to the approval of the owners, promptly payable by the owners in addition to any estimated payments and may include and any such estimated or supplemental payments provisions for payment of the agent's compensation. Each owner shall prepay the agent the quarterly payment specified in the budget on the date indicated thereon.

5. **THE AGENT:** Declarant shall appoint an agent to serve for a period of one (1) year from the date of recording of this Declaration and that appointment shall be automatically renewed for successive one (1) year periods until terminated by a majority in interest of the owners. The appointment of a successor agent shall be evidenced by a written agreement executed by a majority in interest of owners and by the successor agent. During any period when no agent is acting, a majority in interest of owners shall have all the rights herein conferred upon the agent.

6. **SEPARATE MORTGAGES:** Each owner shall have the right to mortgage or otherwise encumber his Interval. No owner shall attempt to mortgage or otherwise encumber in any manner whatsoever the premises or any part thereof except his Unit Period, nor shall any owner have the right or authority so to do. Any mortgage, deed of trust or other encumbrance for the Interval shall be subordinate to all provisions of this Declaration and in the event of foreclosure, provisions of this Declaration shall be binding upon the owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

Notwithstanding any other provisions of this Declaration, no breach of the provisions herein contained nor the enforcement of any lien created pursuant to provisions hereof shall defeat or render invalid the lien of any mortgage or deed of trust of any owner's Interval if such mortgage or deed of trust is recorded in the records of the Clerk of Court for Georgetown County and is given in good faith and for value.

7. **WAIVER OF PARTITION:** No owner or entity acquiring any right, title or interest in the premises shall seek or obtain through any legal procedures judicial partition of the premises or sale of the premises in lieu of partition at any date prior to the expiration of Unit Week #52 which begins in the year 2029. Such right to partition shall likewise be postponed during any extension of

this Declaration as hereinafter provided. If, however, any Interval shall be owned by two (2) or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Interval in lieu of partition as between such co-tenants or joint tenants.

8. **MERGE:** The estate for years and the remainder of the undivided interest shall not merge.

9. **ESTABLISHING OF INTERVALS:** Any Interval conveyed by Declarant, and any Interval from time to time retained by the declarant, shall consist of the right exclusively to occupy the premises, as between owners to use and enjoy the rights and easements appurtenant to the premises, during one or more Use Periods as herein provided.

The transfer of any Interval shall operate to transfer to the new owner the interest of the prior owner in funds in the hands of the agent and in common furnishings without further instrument or transfer.

10. **DAMAGE OR DESTRUCTION:** In the event of any damage or destruction to the premises or the common furnishings, except as otherwise provided in this Declaration, the agent shall forthwith cause such damage to be repaired and shall apply any available insurance proceeds to the payment thereof. If the damage is not covered by insurance, or if available insurance proceeds are insufficient, the agent shall assess and the owner shall pay the costs thereof or deficiency in proportion to their undivided ownership interest in the Premises unless the damage was caused by the intentional or negligent act or omission of any owner, his family, guests, invitees, or lessees, in which event the cost of the repair or deficiency shall be paid by such owner.

Any proceeds allocable to the Premises and payable to the owners as a result of (i) any excess insurance proceeds of the cost of repair or restoration; or (ii) any similar cause, not required to repair

or restore the premises or the common furnishings or any part thereof or paid to compensate any one or more of the owners for loss or damage to their individual person or properties (in which case such distribution shall be with due regard to the loss or damage incurred), shall be distributed to the owners in proportion to their respective undivided ownership interest in the Premises, subject to paragraph 14 hereof.

11. **RESTRICTION OF OWNERS** is amended as follows:

Except as otherwise provided in the Declaration, unless required to prevent damage or injury to persons or property in an emergency, no Owner shall make improvements, decorations or repairs to the premises or to the common furnishings or contract so to do or subject the premises or the common furnishings to any liens for the making of improvements, decorations or repairs. No owner shall create or permit to exist any nuisance in or on the premises or commit waste with respect to the premises or the common furnishings. No owner shall keep pets or any kind on the premises.

12. **OWNER'S ASSOCIATION:** The management and operation of the premises shall be governed by the owners acting pursuant to this Declaration through an unincorporated association, hereinafter referred to as "Association" as follows:

(a) "Membership". Every owner shall be a member of the Association. Transfer of Interval ownership, either voluntary or by operation of law, shall terminate membership and said membership is to become vested in the transferee.

(b) "Voting". The owner(s) of each Interval shall be entitled to one (1) vote. If owner owns more than one (1) Interval, he shall be entitled to one (1) vote for each Interval owned. The vote of an Interval shall not be divisible. If an Interval is owned by more than one (1) person, the person entitled to cast the vote for the Interval shall be designated in a certificate, signed by all of the

record owners of the Interval filed with the Agent. If an Interval is owned by a corporation, the office or employee thereof entitled to case the vote of the Interval for the corporation shall be designated in a certificate for this purpose and likewise filed. If such a certificate is not on file for an Interval owned by more than one person or a corporation, the vote of the Interval concerned shall not be considered in determining the requirement for a quorum, or for purpose requiring the approval of a person entitled to cast the vote for the unit. A majority of Interval votes shall decide any question, unless this Declaration provides otherwise.

(ii) "Quorum". Unless otherwise provided in this Declaration, the presence in person or by proxy of a majority of the Interval owners total votes shall constitute a quorum.

(iii) "Proxies". Votes may be cast in person or by proxy. All proxies shall be in writing, dated and signed by the person entitled to vote.

(c) "Meetings". Meetings may be called at any time by a majority of Interval votes and upon thirty (30) days written notice to all Owners. There shall be an annual meeting held each year on the third Saturday of February at a place designated in the notice.

(d) "Agent". The Agent shall be given notice of all meetings, may attend same and may be heard but shall not be entitled to vote.

(e) By-Laws shall be adopted by the Association at the first annual meeting.

13. **USE RESTRICTIONS:** The owner of an Interval shall occupy and use the Premises as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees.

14. **INSURANCE PROVISIONS:** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable

improvements, furniture, fixtures and equipment located in or on the premises, together with such other insurance as the Association deem necessary in an amount equal to the maximum insurable replacement value as determines annually; and the premiums for such coverage and other expenses associated therewith shall be included in the budget as a common expense. The named insured shall be the Agent and as trustee for the owners, without naming them, and as trustee for their mortgages.

Provisions shall be made for the insurance of mortgagee endorsements and memoranda of insurance to the mortgagees of Interval Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the agent and all policies and endorsements thereon shall be deposited with the Agent. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all owners. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such owners. Deficits shall be treated as part of the assessment nest due.

In addition to the above, public liability insurance in such amounts and with such coverage as shall be required by the Association shall be maintained. Such policies shall have cross liability and endorsement to cover liabilities of the owners as a group to an Interval.

The Agent, in the absence of direction by the Association, shall maintain such insurance as it may deem prudent.

Proceeds of insurance policies received by the Agent shall be distributed to or for the benefit of the owners as follows:

(a) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining

after defraying such costs shall be distributed to the owners, remittance to owners and their mortgages being payable jointly to them or if a majority of the owners so decide, the remaining proceeds may be placed in the maintenance escrow account.

(b) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the owners, remittances to owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

All insurance policies shall be for the benefit of the Association as a group, the individual owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Agent. The agent shall not be liable for sufficiency of policies. The duty of the Agent shall be to receive such proceeds as are paid to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the owners and their mortgagees.

In making distribution to owners and their mortgagees, the Agent may rely upon the records of the Association as to the owners and mortgagees.

The Agent is hereby irrevocably appointed Agent for each owner, each mortgagee and all interested parties to adjust all claims arising under insurance policies and to execute and deliver releases upon payment of claims.

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the owners, the Agent will give notice of the exposure within ten (10) days to all owners and they shall have the right to intervene and defend.

A copy of each insurance policy obtained shall be kept in the Agent's office and be available for inspection by owners at reasonable times.

15. **DAMAGE:** If any part of the Premises is damaged or destroyed, the following shall apply:

(a) Estimate of Costs: Immediately after discovery, the Agent shall obtain two (2) reliable and reasonably detailed estimates of the cost to rebuild or repair.

(b) Responsibility: If the damage results from actions of an owner or owners which would make repair their responsibility (as hereinbefore set forth), then such owner or owners shall deposit with the Agent funds which together with available insurance proceeds will pay for such repairs or rebuilding. In all other cases, the responsibility of reconstruction or repair after damage shall be that of the Association.

(c) Assessments: The amount necessary to repair or rebuild after damage in excess of the amount available from insurance proceeds shall be assessed against each owner (each Interval being assessed 1/13).

(d) Construction Funds: The funds for payment of costs of reconstruction and repair after damage, which shall consist of proceeds of insurance and funds collected by the agent from the owners shall be disbursed upon direction by the Agent.

(e) The amount of assessment shall not be levied unless approved by a majority in interest in writing. Should such approval not be obtained within ninety (90) days of discovery of this damage, this Declaration may be terminated by a majority in interest by a certificate of such vote signed by such majority filed in the office of the Clerk of Court for Georgetown County, South Carolina. If such approval has not been obtained within one hundred twenty (120) days this Declaration shall automatically terminate.

(f) Plans and Specifications: Any reconstruction or repair must be substantially in

accordance with the plans and specifications for the original building which shall remain on file with the Agent; or if not, then according to plans and specifications approved by the Association.

16. **SERVICE PERIODS AND MAINTENANCE PERIODS:** From two o'clock p.m. (2:00 p.m.) until six o'clock p.m. (6:00 p.m.) each Sunday is hereby designated as a Service Period. Unit Week Number Three (3) is hereby designated the Annual Maintenance Period. The Agent shall have the exclusive right to the Premises during Service Periods and the annual Maintenance Period for the purpose of maintenance, repair, cleaning, etc.

Unit Week Number Three (3) is a portion of the Use Period C. The Interval Owner having Use Period C in any given year shall be notified not less than thirty (30) days in advance of such Annual Maintenance Period as to the amount of time during said week the Agent will use for service. The owner of said Interval may use such portion of Unit Week Number Three (3) that is not required by the Agent for service purposes.

17. **ENFORCEMENT OF RESTRICTIONS:** In the event that any owner shall fail to comply with any of the provisions of this Declaration, the Agent or any other owner or owners may bring an action for damages, or to enjoin the violation of specifically enforce the provisions of this Declaration, or to enforce any statutory or contractual lien or liens provided herein, including foreclosure or any such liens, and the appointment of a receiver for any owner or to take possession of the Use Period of any owner. The Agent may, by and with the authorization of the Association suspend an owner's right to usage by said owner for failure to comply with or obey the Restrictions, Rules and/or Pay Assessments. In any such legal proceedings, the prevailing parties shall be entitled to costs and reasonable attorney's fees. All sums payable hereunder by any owner shall bear interest at fifteen (15%) percent per annum from the due date, or advanced or incurred by any other owner

or by the Agent to be provided herein to be repaid, within ten (10) days after repayment is required.

The aforesaid remedies shall be cumulative in addition to all other remedies which may be available at law or in equity; provided, however, that no breach of any provision hereof shall permit or empower any other owner to terminate any such provision or excuse any such breach or failure, and each owner shall continue to conform and comply with and hold his Interval subject to all the provisions of this Declaration notwithstanding any such breach or failure.

18. **LIEN ON USE PERIODS AND INTEREST:** Each owner shall have a lien, in the nature of a mortgage on the interest of each other owner in the Premises and common furnishing as security for the prompt and faithful performance by such other owner of the obligations under this Declaration and payment of costs of enforcement and reasonable attorney's fees; provided, however, that as against any transferee, mortgage or beneficiary of any owner's interest in acquiring all or any interest in such owner's interest by deed, mortgage or deed of trust by such owner for valuable consideration and accepted by the transferee, mortgagee or beneficiary without notice or default of the payment or performance secured, no such lien shall be effective to secure any past due payment or performance in default to the time of recording such deed, mortgage or deed of trust except to the extent that notice of default of the payment or performance has been given at the time of recording such deed, mortgage or deed of trust by the prior recording of a notice of lien in the office of the Clerk of Court for Georgetown County, South Carolina, with notice of lien describes the Interval affected and sets forth the name of the record owner thereof and recites that a particular payment or performance is or may be in default. The lien herein created may be enforced by sale of any owner, or by the agent, as agent, and attorney-in-fact for the owner and the delinquent owner's interest in the premises and common furnishings may be sold in any manner permitted by law. The purchaser in any

foreclosure sale shall obtain title subject to the provisions of this Declaration. Either the Agent or any owner or owners may bid at the foreclosure sale and may hold, lease, mortgage or convey any interest in the Premises and/or common furnishings acquired at such sale. The aforesaid lien and right of foreclosure shall be in addition to and not substitution for all of the rights and remedies which the owners which the owners or agents may have hereunder.

19. **PROTECTION OF INTEREST:** No owner shall permit his interest in the premises or common furnishings to be subject to any lien (other than the lien of current real property taxes and the current and future installments of special assessments), claim or charge, the enforcement of which may result in a sale or threatened sale of the interest of any other owner in the Premises or common furnishings or any part of any thereof, or in any interference with the use or enjoyment thereof of any other owner.

No owner shall permit his interest in any funds from time to time in the possession of the Agent to be subjected to any attachment, lien, claim or charge or other legal process and shall promptly restore any funds held by the Agent in respect of his Use Period to the extent depleted by reason of the assertion of any such attachment, lien, claim, charge or other legal process and reimburse the Agent for all reasonable attorney's fees or other costs incurred in respect thereof.

20. **BUY BACK PROVISION:** Prior to agreeing to convey an Interval, the owner of said Interval agrees to give the other owners a twenty (20) day written notice an option to purchase said Interval at a price equal to the bonafide price which he shall have received from the prospective purchaser. The written option must include the name and address of the prospective purchaser together with the written offer to the owner. In the event the owner conveys his Interval without compliance with this restriction, the other owners or any one of them shall have the right, at any time

within three (3) months after receiving actual notice of said sale, to tender an amount equal to the price received by the selling owner and demand from the then title holder the conveyance of the Interval to the offering owner or owners. This provision shall not apply to sales between family members.

21. **TERMINATION:** Termination of this Declaration and the result thereof shall be as follows:

(a) It is understood that at the end of Unit Week #52, which begins in the year 2030, the owners shall become tenants-in-common unless this Declaration is extended as hereinafter provided.

(b) Not less than thirty (30) days nor more than sixty (60) days prior to the actual date of conversion to tenants-in-common, as called for in subparagraph (a) above, the Agent, or a majority in interest of the owners, shall call a meeting of all owners. At such meeting, a vote shall be taken to decide the disposition of the Premises. A quorum at such meeting shall be a majority of the votes of all Intervals. At such meeting, the owners, by a majority vote, may vote to continue this Declaration and Interval Ownership for a period of thirteen (13) years. The same procedure shall be followed at the end of such extension (and each subsequent extension). Should the requisite majority vote not be obtained, this Declaration shall terminate and the owners shall become tenants-in-common.

(c) Should the Premises be damaged and funds not be approved to restore the premises in accordance with subparagraph (e) of Paragraph 15 of this Declaration, this Declaration shall terminate and the owners shall become tenants-in-common.

(d) Prior to the termination date specified above in subparagraph (a), the termination

may be had only upon a unanimous vote of all owners and with the consent of mortgages. Provided, however, this provision shall not affect the provisions of subparagraph (c) (damage).

(e) Upon termination, the owners shall become tenants- in-common under the laws of the State of South Carolina, and each owner shall have the right to take such action as may be permitted by law, including but not limited to, partition. Sufficient evidence of such termination shall be the recording of a Certification of Termination executed by the requisite number of owners. Provided, however, should a like certificate not be recorded evidencing the renewal of this Declaration at the original termination date (2029) or at the end of any renewal date within ninety (90) days or such date, the termination shall be completed without any recorded document.

(f) This Declaration may be terminated by the Declarant until such time as the deed to the first estate for years and undivided interest in remainder is executed and delivered.

22. **NOTICES:** Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally or when deposited in the United States Mails addressed to any owner at the last address such owner designated to the Agent for delivery of notices or in the event of no such designation, at such owner's last known address or, if there be none, to the address of the unit, certified mail, return receipt requested.

23. **SEVERABILITY AND RULE AGAINST PERPETUITIES:** If any provision of this Declaration shall be held invalid, it shall not affect the validity of the remainder of this Declaration. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation or the duration of the provisions contained herein, then such provision shall be deemed to remain in effect only for the maximum permissible period by law or until twenty-one (21) years after the death of the last survivor of the now living relatives of the Queen of England.

24. **SUCCESSORS:** The provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in the Premises or any part thereof and shall be for the benefit of each owner and his heirs, successors and assigns. Each owner (including Declarant) shall be fully discharged and relieved of liability on the covenants hereunder insofar as the same relate to each Interval upon ceasing to own any interest therein and paying all sums and performing all obligations hereunder in respect to such Interval to the time his ownership interest terminated.

25. **NO EXEMPTION:** No owner may exempt himself from liability for any obligations set forth herein by any waiver of the use or enjoyment of the unit or by any other action.

26. **NO WAIVER:** The failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce such provision hereinafter.

27. **INTERPRETATION:** The section titles at the beginning of each numbered section this Declaration are for convenience only and the words contained herein shall not be considered to expend, modify or aid in the interpretation, construction or meaning of this Declaration. As used herein, the singular shall include the plural and the masculine or neuter gender shall include the other genders.

28. **AMENDMENT:** This Declaration may be amended by written instrument executed by owners holding or record seventy-five (75%) percent or more of the undivided interest in the premises and recorded in the office of the Register of Deeds for Georgetown County, South Carolina; provided, however, that no such amendment may affect or alter the right or any owner exclusively to occupy the unit, and as between the owners to use and enjoy the premises and the rights and easements appurtenant thereto, during the heretofore established Interval or Intervals as set forth in the Deed to his interest unless such owner shall expressly so consent. Subject to the

foregoing provision, any amendment shall be binding upon every owner and every Interval whether the burdens thereon are increased or decreased.

29. **MISCELLANEOUS PROVISIONS:**

(a) All provisions of this Declaration and amendments thereto shall be construed as covenants running with the land, and every owner and occupant of the premises or any part thereof, or any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration and amendments hereto.

(b) If any of the provisions of this Declaration, or the Management Agreement or any section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the remainder of said documents shall not be affected thereby.

(c) The Declarant shall have the right so long as one Interval is being held by the Declarant for sale in the ordinary course of business to use a portion of the Premises for the purpose of aiding in the sale of Intervals including the right to use parking.

(d) The Declarant specifically disclaims any intent to have made any warranty or representations in connection with the premises or documents, except as specifically set forth therein, and no person shall rely on any warranty or representation not so made. Maintenance fees, expenses, taxes or other charges are estimates only, and no warranty is made or intended nor may one be relied upon.

(e) The owners by virtue of their acceptance of the Deed of Conveyance as to their Interval and other parties by virtue of their occupancy of the premises hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration and Management Agreement.

(f) The Interval conveyance consists of an estate for years, together with a remainder over as tenants-in-common with all other purchasers or then owners of Intervals. No owner shall have the right to separate the estate for years from the remainder interest.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of the day and year first above set forth.

Signed, Sealed & Delivered
in the Presence of:

James G. Bennett
Judy B. Jenkins

MAC Coastal Properties, Inc.

By: [illegible]

Its: Pres.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this 11 day of MARCH, 1999 by MAC Coastal Properties, Inc., by it duly authorized officer.

Sworn to before me this 11th
day of March, 1999.

Judy B. Jenkins
Notary Public for South Carolina
My Commission expires: 7/24/2000
(Affix Seal)

My Commission Expires: 7/24/2000

STATE OF SOUTH CAROLINA)
) RELEASE OF RESTRICTIVE COVENANTS
COUNTY OF GEORGETOWN)

WHEREAS, by Indenture Deed dated March 19, 1957 recorded May 30, 1957 in the R.M.C. office for Georgetown County in Deed Book 22 at page 547, the undersigned William B. Boyle and Thomas B. Boyle, Jr., as Trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr. and E. C. McGregor Boyle, conveyed certain property to Jane M. Robinson known as Lot 5, Block 3-N, North Litchfield Beach; and

WHEREAS, the Indenture Deed contained certain restrictive covenants which, in part, restricted the placement of any structure or building on the adjacent sixty (60') foot strip of land lying between the said lot and the Atlantic Ocean referred to as the "Dune restricted and/or beach area"; and

WHEREAS, subsequently, a similar restriction was placed on the "Dune restricted and/or beach area" by deed given the said William B. Boyle and Thomas B. Boyle, Jr., as Trustees to Jane M. Robison and Harry I. Robison dated September 9, 1971 and recorded in the R.M.C. Office for Georgetown County in Deed Book 100 at Page 154; and

WHEREAS, certain improvements have been placed on the "Dune restricted and/or beach area" as will more fully appear on the plat prepared J. Luckey Sanders, RLS, dated July 30, 1998, attached hereto as Exhibit "A", and

WHEREAS, the undersigned William B. Boyle and Thomas B. Boyle, Jr., as Trustees as aforesaid are executing this instrument in order to evidence the consent to the said improvements in the "Dune restricted and/or beach area" area and, also, in order to release of the aforesaid restrictions with respect to the same.

THEREFORE, FOR VALUABLE CONSIDERATION, We, WILLIAM B. BOYLE and THOMAS B. BOYLE, JR., TRUSTEES, as aforesaid, in the State aforesaid, do hereby consent to the construction of certain improvements in the "Dune restricted and/or beach area" as more fully described on the Plat, attached hereto as Exhibit "A", and to the same extent, release and modify the above restrictions accordingly.

GEORGETOWN COUNTY PARCEL #_____

RWD

(witness sign here)

(notary sign here as witness)

Thomas B. Boyle, Jr.
Thomas B. BOYLE, JR.
Trustee

* * * * * * * *

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

ACKNOWLEDGMENT

Due execution of the foregoing instrument was acknowledged before me this 12 day of November, 1998 by Thomas B. Boyle, Jr., as Trustee.

Notary Public for S.C.
My Commission Expires: My Commission Expires February 17, 2008

(affix seal)

jpgc:\jpg\boyle.mel

3

In all other respects, except as previously modified in writing by the undersigned, said restrictions shall remain in full force and effect.

WITNESS our Hands and Seals this 19th day of November, 1998.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(witness sign here)

WILLIAM B. BOYLE
Trustee

(notary sign here as witness)

* * * * * * * *

STATE OF SOUTH CAROLINA)
COUNTY OF Sumter)

ACKNOWLEDGMENT

Due execution of the foregoing instrument was acknowledged before me this 19th day of November, 1998, by William B. Boyle, as Trustee.

Notary Public for South Carolina
My Commission Expires: 2001

(affix seal)

jpgw:\jss\boyle.rel

2

00015391 11/16/1998 B17 P491
00015391 11/16/1998 B927 P151

Exhibit "A"

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ARE CORRECT AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN

CERTIFIED TO BE A RESURVEY OF A PIECE, PARCEL OR LOT OF LAND SHOWN ON A MAP OF PLAT PREVIOUSLY RECORDED IN GEORGETOWN COUNTY IN PLAT BOOK P AT PAGE 12

S.C.C.C. BASELINE COORDINATES

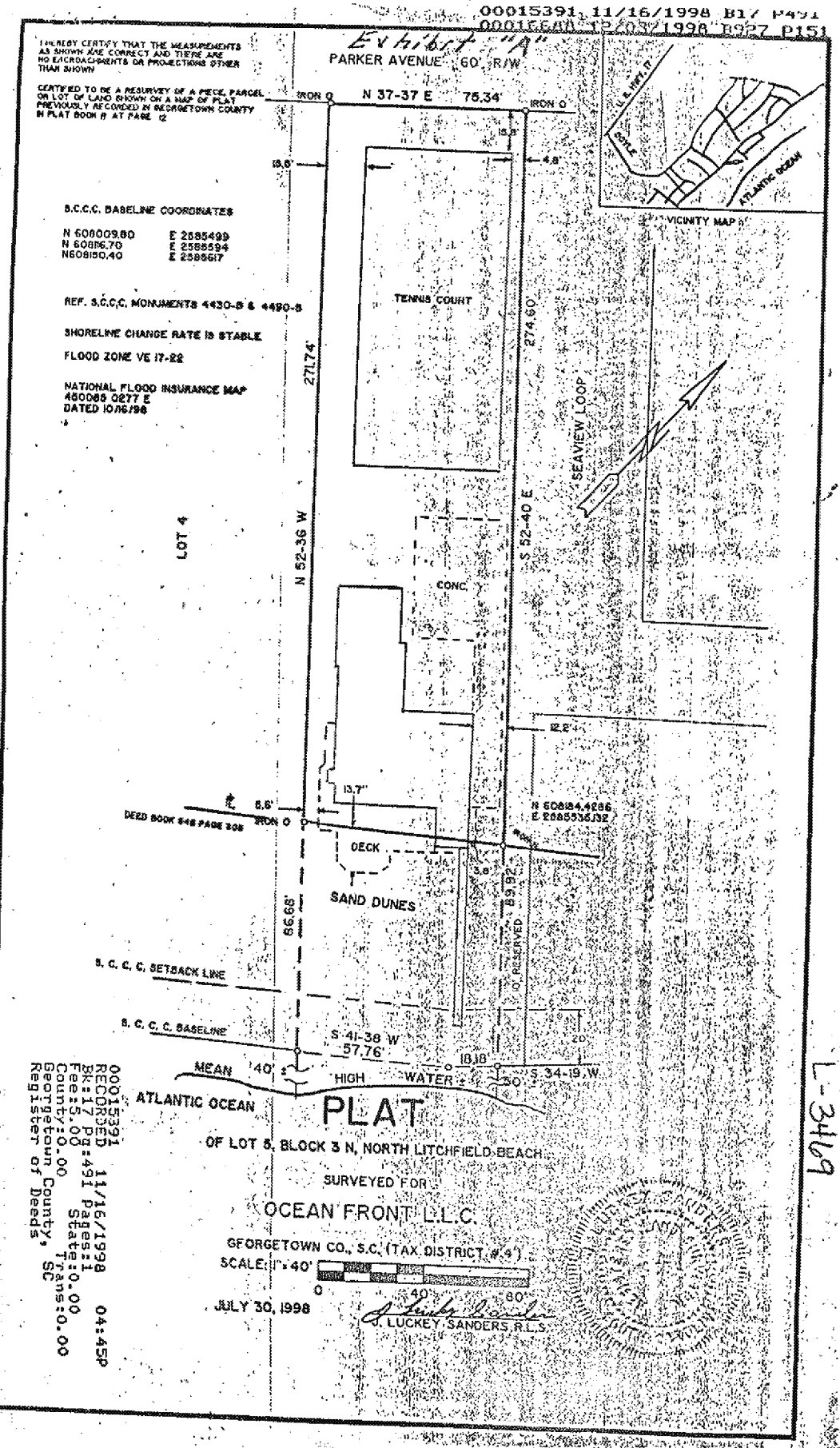
N 608009.80 E 2585499
N 608156.70 E 2585594
N608150.40 E 2585617

REF. S.C.C.C. MONUMENTS 4430-S & 4490-S

SHORELINE CHANGE RATE IS STABLE

FLOOD ZONE VE 17-22

NATIONAL FLOOD INSURANCE MAP
450065 0277 E
DATED 10/16/98



L-3469

00015391 11/16/1998 04:45P
RECORDED
BK:17 PG:491 Pages:1
Fee:5.00 State:0.00
County:0.00 Trans:0.00
Georgetown County
Register of Deeds, SC

Hinds #27082

00016688
RECORDED 12/03/1998 03:32P
Bk:927 Pg:148 Pages:5
Fee:10.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds
Wanda J. Grevatte

Thomas B. Bayle, Jr II
William E. Bayle, Jr

rel of restrictive covenants
Dunes / Black area

Recorded this 8th day of
December A. D. 1998
Edna W. Freeman
Auditor, Georgetown Co., S.C.

000020527 02/23/2000 B01057 P00255

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

WAIVER OF RESTRICTIVE COVENANT

WHEREAS, by Indenture Deed dated October 10, 1956 and recorded in Deed Book 20 at Page 63, the undersigned William B. Boyle and Thomas B. Boyle, Jr., as Trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr. and E.C. McGregor Boyle conveyed certain property to Roy S. Smith and Elizabeth B. Smith known as Lot 3, Block 1-S, North Litchfield Beach; and

WHEREAS, the Indenture Deed contains certain restrictive covenants which in part restricted the placement of any structure or building on the adjacent 60' strip of land lying between the said lot and the Atlantic Ocean referred to as the "Dune restricted and/or beach area"; and

WHEREAS, the Indenture Deed also contains certain restrictive covenants which required any residence constructed on the lot, including porches or projections shall be no closer than 20' to the front of said lot nor closer than 10' to the side boundary and not closer than 10' to the rear line thereof; and

WHEREAS, certain improvements have been placed on the "Dune Restricted and/or beach area" and within the setback as aforesaid as will more fully appear in the plat prepared by J. Luckey Sanders, R.L.S. dated January 31, 2000 attached hereto as Exhibit A; and

WHEREAS, said Indenture Deed provided that the aforesaid restrictive covenants were solely for the benefit of the grantor and the grantee; and

WHEREAS, the undersigned Thomas B. Boyle, Jr. and William B. Boyle, as Trustees of the aforesaid are executing this instrument in order to evidence the consent to the said improvements and the "Dune Restricted and/or beach area" and to waive any violation of the setback as disclosed on the attached plat.

NOW THEREFORE, for and in valuable consideration, we, Thomas B. Boyle, Jr. and William B. Boyle, Trustees as aforesaid and the state aforesaid do hereby consent to the construction of certain improvements and the "Dune Restricted and/or beach area" as more fully described on the plat attached hereto as Exhibit A and do hereby waive any violation of the setback as shown on the easternmost portion of the lot also shown on the plat.

All other restrictions shall remain in full force and effect except as modified herein.

Georgetown: 55898

GEORGETOWN COUNTY PARCEL #_____

RWD

#15030 G+S

000020526 04:24:44PM
RECORDED 02/23/2000
Bk:01057 Pg:00252 Pages:3
Fee:10.00 State:0.00
County:0.00
Georgetown County, SC
Register of Deeds
Wanda J. Grevatte

Recorded this 25th day of
February A. D. 2000
Edna W. Freeman
Auditor, Georgetown Co., S.C.

000020527 02/23/2000 B01057 P00256

IN WITNESS WHEREOF, the parties hereto have executed this Waiver of Restrictive Covenant this 22 day of February, 2000.

Signed, Sealed and Delivered
In the Presence of:

Kay K. Strickland

Judy Davis

Thomas B. Boyle, Jr. (L.S.)
Thomas B. Boyle, Jr., Trustee

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF RICHLAND)

I, Josephine S. Allen, Notary Public, do hereby certify that Thomas B. Boyle, Jr., Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 22 day of February, 2000.

Josephine S. Allen (L.S.)
Notary Public for S.C.
My Commission Expires:
My Commission Expires March 11, 2007

Georgetown: 55898

000020527 02/23/2000 B01057 P00257

Vera R Boyle
Thomas B Boyle Jr

William B. Boyle (L.S.)
William B. Boyle
Trustee

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF SUMTER)

I, Lisa M. Burger, Notary Public, do hereby certify that William B. Boyle, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21st day of February, 2000.

Lisa M Burger (L.S.)
Notary Public for S.C.
My Commission Expires: My Commission Expires April 30, 2008

Georgetown: 55898

EXHIBIT A

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ARE CORRECT AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

CERTIFIED TO BE A RESURVEY OF A PIECE, PARCEL OR LOT OF LAND SHOWN ON A MAP OF PLAT PREVIOUSLY RECORDED IN GEORGETOWN COUNTY IN PLAT BOOK P AT PAGE 12.

LEGEND

IPF IRON PIPE FOUND
IPS IRON PIN SET

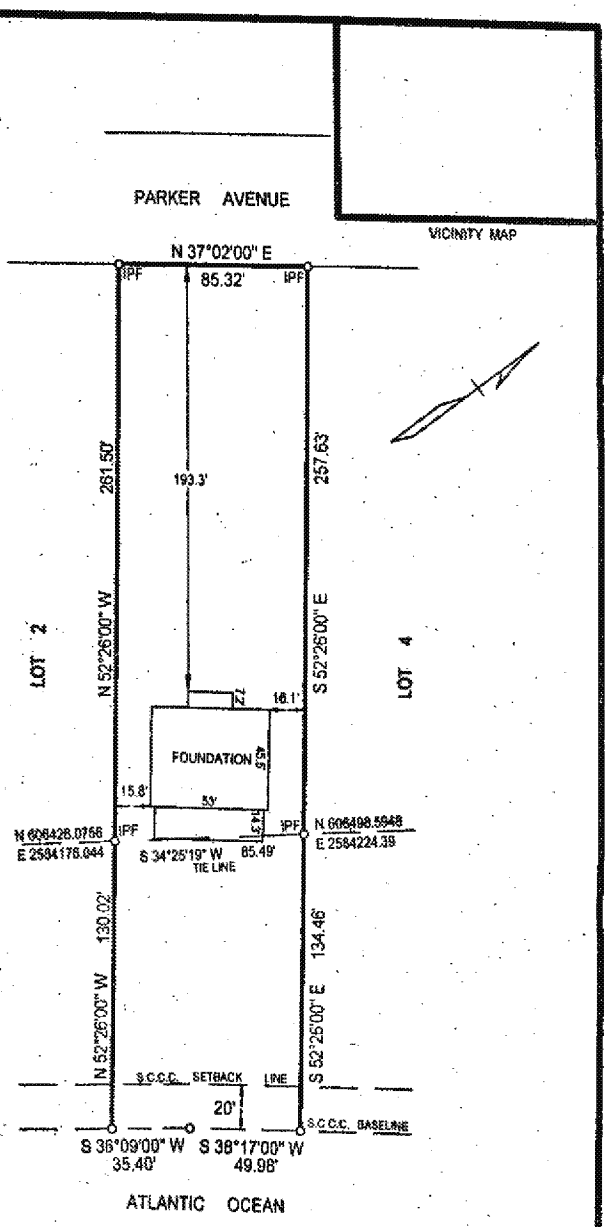
S.C.C.C. BASELINE COORDINATES
N606277.50 E 2584227.00
N606377.40 E 2584300.00
N606419.20 E 2584333.00

REF. S.C.C.C. MONUMENTS:
4430 B & 4400 B

SHORELINE EXCHANGE RATE:
STABLE

FLOOD ZONE AE EL 12
FLOOD ZONE VE EL 17
FLOOD ZONE VE EL 18
FLOOD ZONE VE EL 19
FLOOD ZONE VE EL 20
FLOOD ZONE VE EL 22

FIRM COMM. PANEL NO.
450085 0277 E
DATED OCT. 16, 1992



PLAT

OF LOT 3, BLOCK 1-S AND THE SAND DUNES AREA
BETWEEN LOT 3 AND THE BEACH OF NORTH LITCHFIELD BEACH

SURVEYED FOR

E. M. HORTON AND
KEETER HORTON

GEORGETOWN CO., S.C. (TAX DISTRICT #4)

SCALE: 1" = 60'

0 60 120

JAN. 31, 2000

J. LUCKEY SANDERS, R.L.S.
632 DUKE STREET
P.O. BOX 671
GEORGETOWN, S.C. 29442
(843)-527-2300

000020527 02/23/2000 B01057 P00259

#15032 McNair Law Firm

000020527 04:36:40PM
RECORDED 02/23/2000
Bk:01057 Pg:00255 Pages:5
Fee:11.00 State:0.00
County:0.00
Georgetown County, SC
Register of Deeds
Wanda J. Gregatte

Thomas B. Boyle, Jr
William B. Boyle, Jr
to
Roy S. Smith
Elizabeth B. Smith

Waterfront covenants
Lt 3 Blk 1-S
North Litchfield Beach

Recorded this 25th day of
February A. D. 2000
Edna W. Freeman
Auditor, Georgetown Co., S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

WAIVER AND MODIFICATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOUND IN DEED RECORDED IN DEED BOOK 61, AT PAGE 173

WHEREAS, on September 25, 1972 by Deed recorded September 28, 1972 in Deed Book 107, at page 643, H. M. C. Properties Corporation conveyed to Donald V. Richardson and Jack M. Smith those certain lots of land known as Lot 2 of Block OS as shown on plat recorded in Plat Book L, at page 34A and a portion of land marked "Sand Dunes" as shown on plat recorded in Plat Book O, at page 4, which lots of land are more fully described in the above referenced deed and reference is craved to said deed for a more complete and accurate description of said lots; and

WHEREAS, Lot 2 of Block OS as shown on plat recorded in Plat Book L, at page 34A was conveyed subject to certain conditions, covenants and restrictions as contained in Deed from William B. Boyle and Thomas B. Boyle, Jr., as Trustees recorded in Deed Book 28, at page 529; and

WHEREAS, Paragraph 1 of said Conditions, Covenants and Restrictions state that "This lot shall be restricted to residential purposes only and shall not be subdivided or reduced in size by the grantee, its heirs or assigns, without the written consent of the grantors, their successors and assigns."; and

WHEREAS, Donald V. Richardson and Jack M. Smith are desirous of having said Conditions, Covenants and Restrictions modified to allow said Lot 2 of Block OS as shown on plat recorded in Plat Book L, at page 34A to be subdivided and reduced in size and William B. Boyle and Thomas B. Boyle, Jr., as Trustees have consented to said modification.

NOW, THEREFORE, for and in consideration of Five and no/100 ($5.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, William B. Boyle and Thomas B. Boyle, Jr., as Trustees hereby modify Paragraph 1 of the Conditions, Covenants and Restrictions found in Deed recorded in Deed Book 28, at page 529 by deleting the following language: "...and shall not be subdivided or reduced in size by the grantee, its heirs or assigns, without the written consent of the grantors, their successors and assigns."

All other terms and conditions of said Conditions, Covenants and Restrictions found in Deed recorded in Deed Book 28, at page 529 to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned William B. Boyle and Thomas B. Boyle, Jr., as Trustess have executed this Waiver and Modification of Conditions, Covenants and Restrictions found in Deed recorded in Deed Book 28, at page 529 this 24th day of October, 1985.

WITNESSES:

Linda C. Knight
Ruth R. Davis
Lois B. Hills
Jane Dimmery

William B. Boyle
William B. Boyle, as Trustee

Thomas B. Boyle Jr.
Thomas B. Boyle, Jr., as Trustee

STATE OF SOUTH CAROLINA)
COUNTY OF Sumter)

PROBATE

PERSONALLY APPEARED BEFORE ME Linda C. Knight, who being duly sworn, deposes and says that s/he saw the within-named William B. Boyle, as Trustee, sign, seal and as his act and deed deliver the within-written instrument for the uses and purposes therein mentioned and that s/he with Ruth R. Davis witnessed the execution thereof.

SWORN TO BEFORE ME THIS 24)
day of October, 1985)
Robert E. Patterson (L.S.))
Notary Public for South Carolina)
My Commission Expires: 11-18-92)

Linda C. Knight

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

PROBATE

PERSONALLY APPEARED BEFORE ME Lois B. Hills, who being duly sworn, deposes and says that s/he saw the within-named Thomas B. Boyle, Jr., as Trustee, sign, seal and as his act and deed deliver the within-written instrument for the uses and purposes therein mentioned and that s/he with Jane Dimmery witnessed the execution thereof.

SWORN TO BEFORE ME THIS 21st)
day of October, 1985)
Blanche F. Russell (L.S.))
Notary Public for South Carolina)
My Commission Expires: 12-4-89)

Lois B. Hills

STATE OF SOUTH CAROLINA) **WAIVER AND MODIFICATION OF CONDITIONS,**
) **COVENANTS AND RESTRICTIONS**
COUNTY OF GEORGETOWN) **FOUND IN DEED RECORDED**
IN DEED BOOK 28 AT PAGE 529

WHEREAS, by Deed dated December 12, 1986 recorded at Deed Book 243, Page 932, Deed dated January 9, 1987 recorded at Deed Book 243, Page 936, Deed dated March 23, 1988 recorded at Deed Book 279, page 281, Deed dated February 28, 1989 recorded at Deed Book 324, Page 309 and Deed dated June 13, 1990 recorded in Deed Book 385, Page 78, Daisy Ruff Miller conveyed to Robert A. Miller, Jr.; and

WHEREAS, by Limited Warranty Deed dated August 27, 1996 and recorded August 30, 1996 at Deed Book 719, Page 181, Daisy Donnell Miller as Trustee under the Last Will and Testament of Donnell Miller Bouknight conveyed to Joseph Walter Bouknight, Margaret Donnell Bouknight, now known as Margaret Bouknight Bauer and Daisy Miller Bouknight; and

WHEREAS, Arthur Fletcher Ruff, Jr. conveyed to First Citizens Bank as Trustee under the Last Will and Testament of Arthur Fletcher Ruff, Jr. recorded in the Probate Court of Georgetown County on August 20, 1984 those certain lots of land known as Lot 1, Block OS as shown on plat recorded in Plat Book L, at Page 34A, which lots of land are more fully described in the above referenced deeds and reference is craved to said deeds for a more complete and accurate description of said lots; and,

WHEREAS, Lot 1 of Block OS as shown on plat recorded in Plat Book L, at Page 34 A was conveyed subject to certain conditions, covenants and restrictions as contained in Deed from William B. Boyle and Thomas B. Boyle, Jr., as Trustees recorded in Deed Book 19, at page 270; and

WHEREAS, Paragraph 1 of said Conditions, Covenants and Restrictions state that "This lot shall be restricted to residential purposes only and shall not be subdivided or reduced in size by the grantee, its heirs or assigns, without the written consent of the grantors, their successors and assigns."; and

 GEORGETOWN COUNTY PARCEL # SPE

WHEREAS, Robert A. Miller, Jr., Joseph Walter Bouknight, Margaret Donnell Bouknight, now known as Margaret Bouknight Bauer and Daisy Miller Bouknight are desirous of having said Conditions, Covenants and Restrictions modified to allow said Lot 1 of Block OS as shown on plat recorded in Plat Book L, at page 34A to be subdivided and reduced in size and William B. Boyle and Thomas B. Boyle, Jr., as Trustees have consented to said modification.

NOW, THEREFORE, for and in consideration of Five and no/100 ($5.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, William B. Boyle and Thomas B. Boyle, Jr., as Trustees hereby modify Paragraph 1 of the Conditions, Covenants and Restrictions found in Deed recorded in Deed Book 28, at page 529 by deleting the following language: " . . . and shall not be subdivided or reduced in size by the grantee, its heirs or assigns, without the written consent of the grantors, their successors and assigns."

All other terms and conditions of said Conditions, Covenants and Restrictions found in Deed recorded in Deed Book 28, at page 529, to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned William B. Boyle and Thomas B. Boyle, Jr., as Trustees have executed this Waiver and Modification of Conditions, Covenants and Restrictions found in Deed recorded in Deed Book 28, at page 529 this 17th day of ~~March~~ August, 1999.

WITNESSES:

Jennifer A. Metts
Robert H. Duggins
Jennifer A. Metts
Robert H. Duggins

William B. Boyle
William B. Boyle, as Trustee

Thomas B. Boyle
Thomas B. Boyle, as Trustee

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me Jennifer A. Metts, who being duly sworn, deposes and says that the within named William B. Boyle, as Trustee, acknowledged the signing and sealing and as his act and deed delivered the within written instrument for the uses and purposes therein mentioned and that she with Robin H. Driggers witnessed the acknowledgement thereof.

SWORN to before me

this 17th day of August, 1999.

Jennifer A. Metts
Jennifer A. Metts

Robin H. Driggers
Robin H. Driggers
Notary Public for the State of South Carolina
My Commission Expires: 2/11/2003

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me Jennifer A. Metts, who being duly sworn, deposes and says that the within named Thomas B. Boyle, Jr., as Trustee, acknowledged the signing and sealing and as his act and deed delivered the within written instrument for the uses and purposes therein mentioned and that she with Robin H. Driggers witnessed the acknowledgement thereof.

SWORN to before me

this 17th day of August, 1999.

Jennifer A. Metts
Jennifer A. Metts

Robin H. Driggers
Robin H. Driggers
Notary Public for the State of South Carolina
My Commission Expires: 2/11/2003

000000763 01/18/2001 B01149 P00313

McNair # 578

000000763 02:45:22PM
RECORDED 01/18/2001
Bk:01149 Pg:00310 Pages:4
Fee:10.00 State:0.00
County:0.00
Georgetown County, SC
Register of Deeds
Wanda J. Grewatte

William B. Boyle, Jr.
Thomas B. Boyle, Jr.

waiver of mod rest cov
in BK 28 pg 529

Recorded on the 29th
day of January A.D. 2001
Auditor, Georgetown Co., SC

657

Shoestring0000099

TITLE TO REAL ESTATE Form 14
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF GEORGETOWN

Know All Men by These Presents, That We, William B. Boyle and Thomas B. Boyle, Jr., as Trustee for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr., and E. C. McGregor Boyle, hereinafter called grantors,

in the State aforesaid, for and in consideration of the sum of Five Dollars ($5.00) and other valuable considerations to us paid by Edwin Boyle, Jr., Thomas B. Boyle, Jr. and E. C. McGregor Boyle of Columbia and Charleston in the State aforesaid

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

EDWIN BOYLE, JR., THOMAS B. BOYLE, JR. AND E. C. MCGREGOR BOYLE

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, in Township No. 7, and being shown and delineated on map of property of North Litchfield Beach dated December, 1959, and recorded in Plat Book O at page 4 in the Office of the Clerk of Court for Georgetown County, South Carolina, as Lot Number 2, Block 2S, less that portion of said lot heretofore conveyed by the grantors to Kate H. Wallace.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Edwin Boyle, Jr., Thomas B. Boyle, Jr. and E. C. McGregor Boyle, their

Heirs and Assigns forever.

And we do hereby bind ourselves and our successors ~~Heirs, Executors and Administrators,~~ to warrant and forever defend all and singular the said premises unto the said

Edwin Boyle, Jr., Thomas B. Boyle, Jr. and E. C. McGregor Boyle, their

Heirs and Assigns, against ourselves and our successors ~~Heirs~~ and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our *Hands and Seals this* 30th *day of* December *in the year of our Lord one thousand nine hundred and* sixty-three *and in the one hundred and* eighty-eighth *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Jacquelyn D. Gleaves
Dorothy W. Hardeman

William B. Boyle (SEAL)
Thomas B. Boyle, Jr. (SEAL)
As trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr., and E. C. McGregor Boyle

STATE OF SOUTH CAROLINA,
~~SUMMER~~ RICHLAND COUNTY.

PERSONALLY appeared before me Jacquelyn D. Gleaves and made oath that she saw the within-named William B. Boyle and Thomas B. Boyle, Jr., as Trustees, sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she with Dorothy W. Hardeman witnessed the execution thereof.

SWORN to before me this 30th *day of* December, *19* 63
Imedied P. Rabon (L. S.)
Notary Public of S. C.

Jacquelyn D. Gleaves
Dorothy W. Hardeman

STATE OF SOUTH CAROLINA,
COUNTY.

RENUNCIATION OF DOWER
NO RENUNCIATION OF DOWER NECESSARY

I, , do hereby certify unto all whom it may concern, that Mrs. the wife of the within-named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named

27th day of

TITLE TO REAL ESTATE Form 14
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF GEORGETOWN

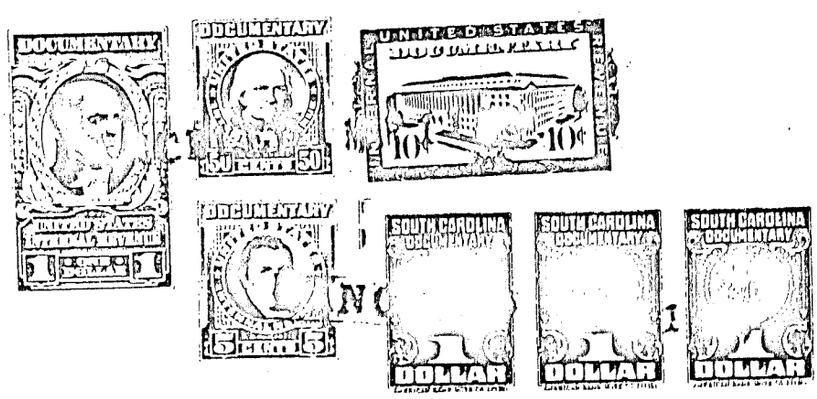
Know All Men by These Presents, That we, Edwin Boyle, Jr., Thomas B. Boyle, Jr., and E. C. McGregor Boyle,

in the State aforesaid, in consideration of the sum of One Thousand Five Hundred and no/100 ($1,500.00) Dollars to us paid by Thomas B. Boyle in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

THOMAS B. BOYLE

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, now or formerly in Township No. 7, and being shown and delineated on map of property of North Litchfield Beach dated December, 1959, and recorded in Plat Book 0 at page 4 in the office of the Clerk of Court for Georgetown County, South Carolina, as Lot No. 2, Block 2S, less that portion of said lot which was conveyed by William B. Boyle and Thomas B. Boyle, as Trustees, to Kate H. Wallace.

This is the same property conveyed to the grantors by deed recorded in the office of the Clerk of Court for Georgetown County, South Carolina, in Deed Book 58 at page 352.



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Thomas B. Boyle, his

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Thomas B. Boyle, his

Heirs and Assigns, against ourselves and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our *Hand*s *and Seal*s *this* 2nd *day of* March *in the year of our Lord one thousand nine hundred and* sixty-four *and in the one hundred and* eighty-eighth *year of the Sovereignty and Independence of the United States of America.*

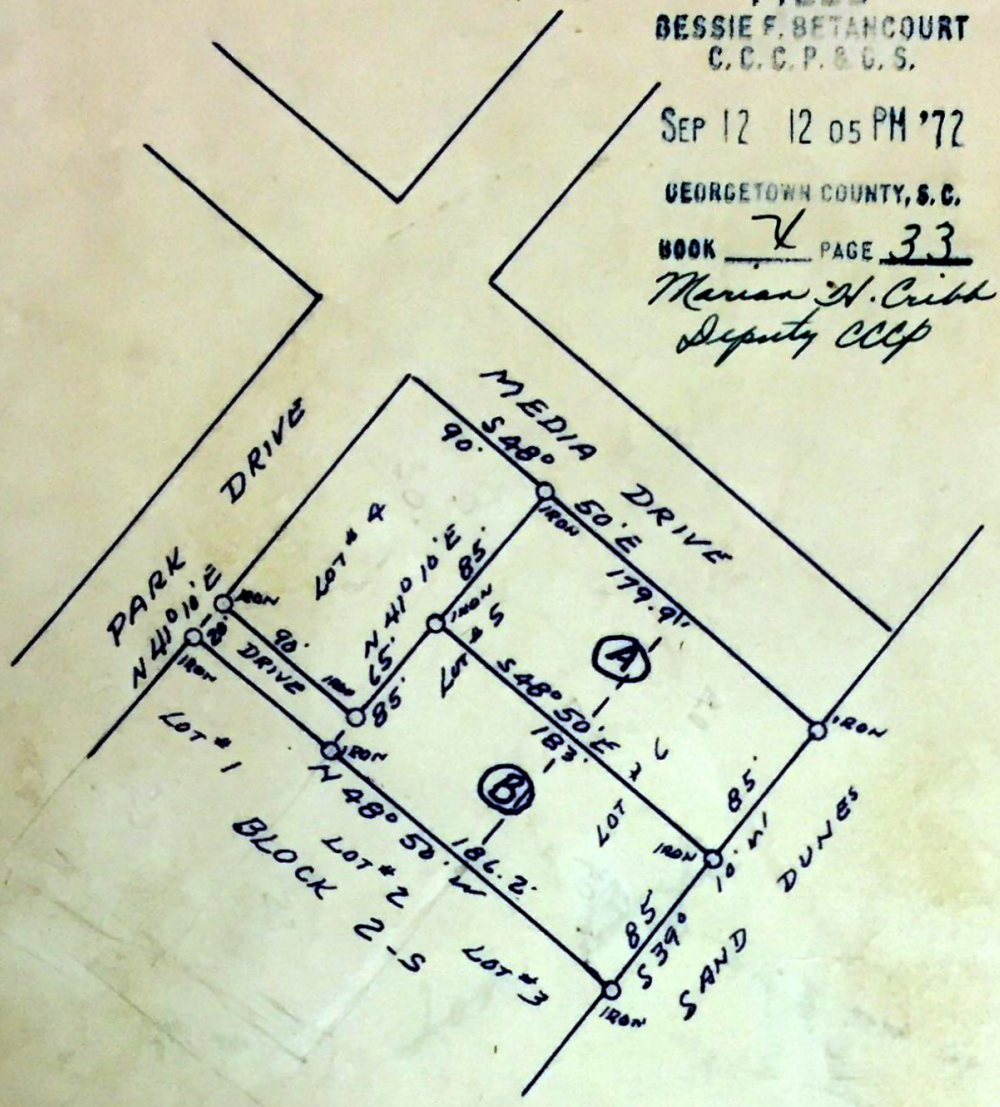
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

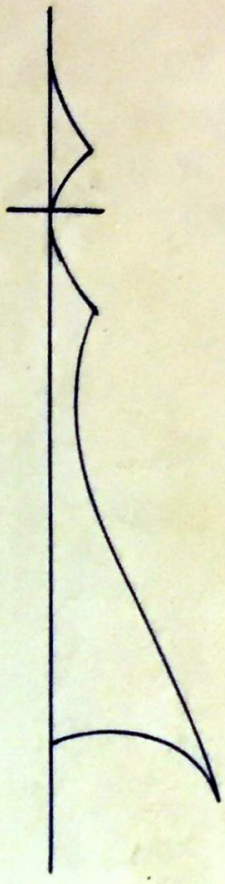
Dorothy A. Hardeman
Jacquelyn D. Gleaves
John L. Dans

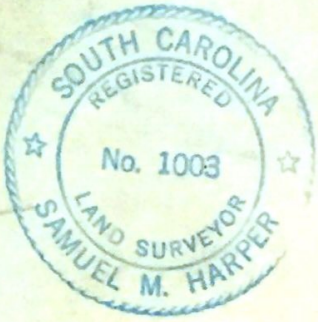
Thomas B. Boyle, Jr. (SEAL)
B. G. McGregor Boyle (SEAL)
Edwin [illegible] (SEAL)

TD 4

FILED
BESSIE F. BETANCOURT
C.C.C.P. & G.S.
SEP 12 12 05 PM '72
GEORGETOWN COUNTY, S.C.
BOOK V PAGE 33
Marion N. Cribb
Deputy CCCP







STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

MAP

OF A REDIVISION OF LOTS #4, #5, #6
OF BLOCK 2-S OF NORTH LITCHFIELD BEACH
SURVEYED FOR

TOM BOYLE

SCALE- 1IN = 100FT. 23 MAY 1972

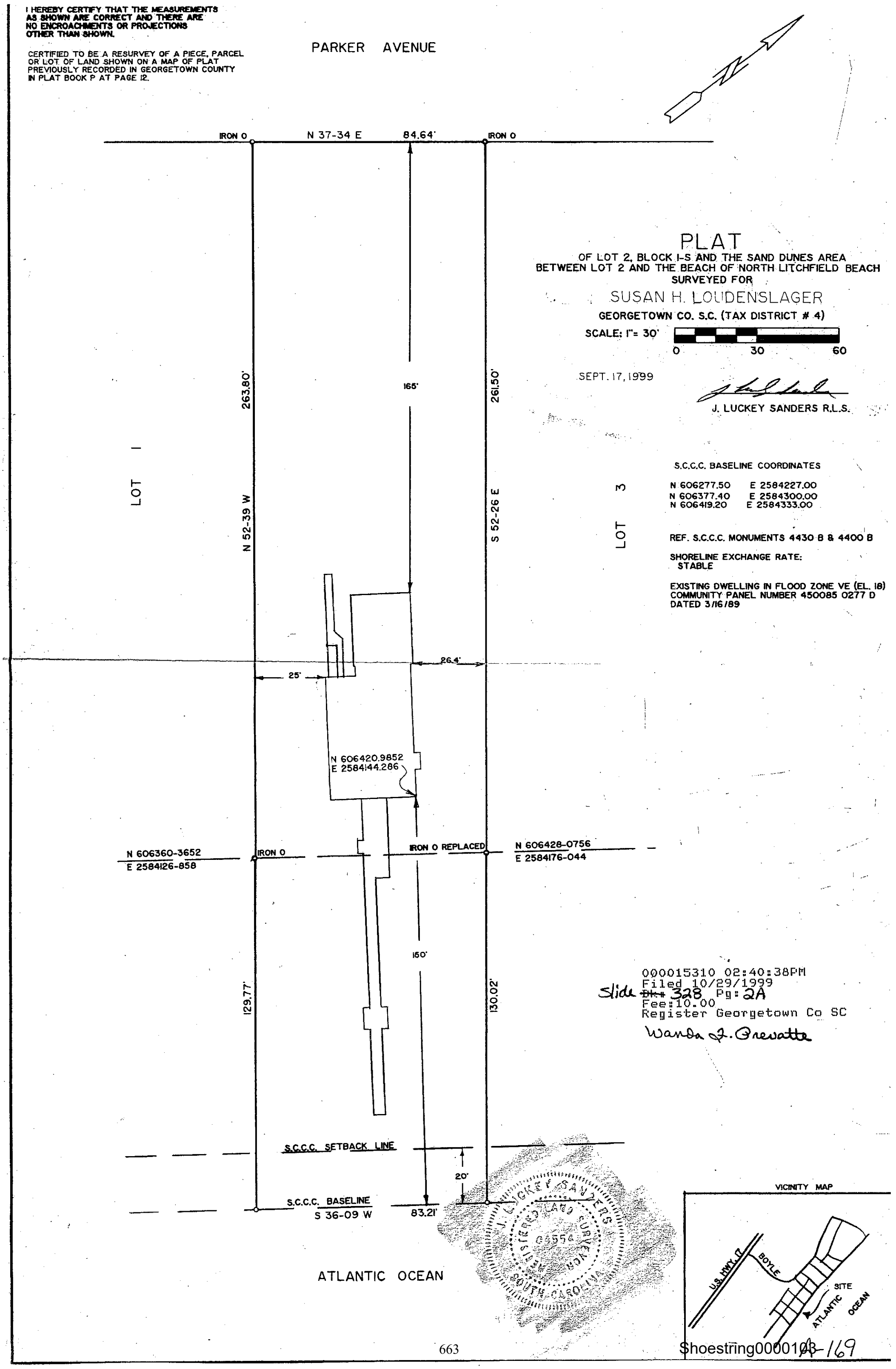
Samuel M. Harper, RLS

T-5391
P. 4794

Shoestring0000102

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ARE CORRECT AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

CERTIFIED TO BE A RESURVEY OF A PIECE, PARCEL OR LOT OF LAND SHOWN ON A MAP OF PLAT PREVIOUSLY RECORDED IN GEORGETOWN COUNTY IN PLAT BOOK P AT PAGE 12.



PLAT

OF LOT 2, BLOCK I-S AND THE SAND DUNES AREA BETWEEN LOT 2 AND THE BEACH OF NORTH LITCHFIELD BEACH SURVEYED FOR

SUSAN H. LOUDENSLAGER

GEORGETOWN CO. S.C. (TAX DISTRICT # 4)

SCALE: 1"= 30'

0 30 60

SEPT. 17, 1999

J. LUCKEY SANDERS R.L.S.

S.C.C.C. BASELINE COORDINATES

N 606277.50 E 2584227.00
N 606377.40 E 2584300.00
N 606419.20 E 2584333.00

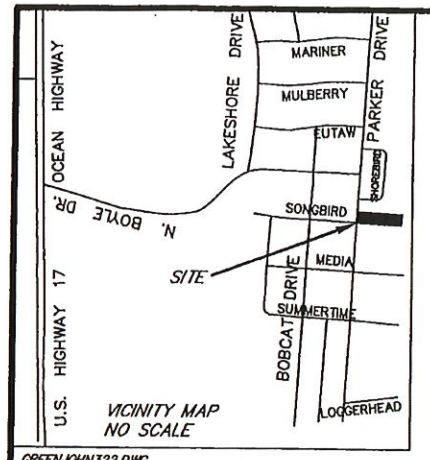
REF. S.C.C.C. MONUMENTS 4430 B & 4400 B

SHORELINE EXCHANGE RATE: STABLE

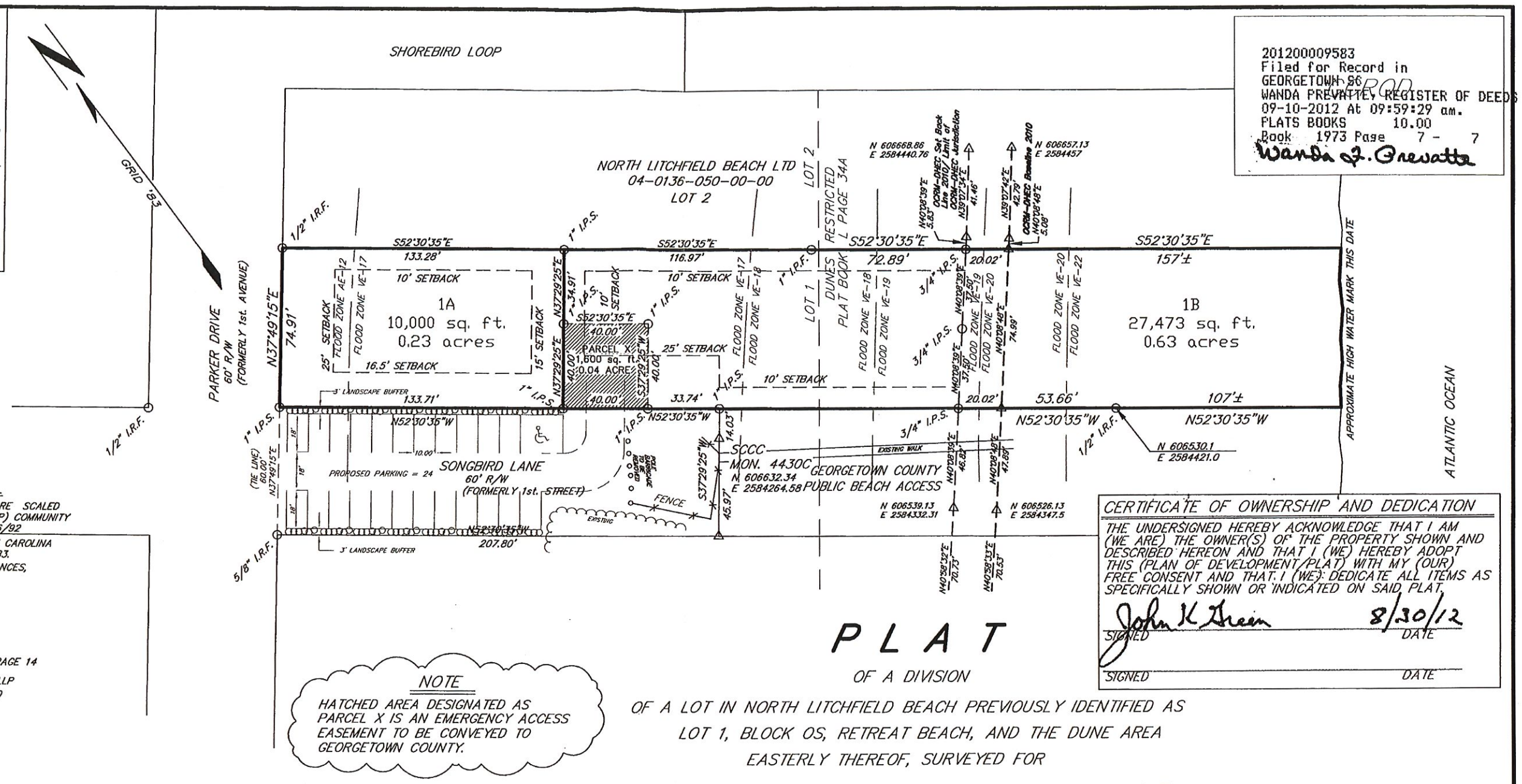
EXISTING DWELLING IN FLOOD ZONE VE (EL. 18) COMMUNITY PANEL NUMBER 450085 0277 D DATED 3/16/89

000015310 02:40:38PM
Filed 10/29/1999
Slide ~~Bk:~~ 328 Pg: 2A
Fee:10.00
Register Georgetown Co SC
Wanda J. Prevatte

201200009583
Filed for Record in
GEORGETOWN SC
WANDA PREVATTEY REGISTER OF DEEDS
09-10-2012 At 09:59:29 am.
PLATS BOOKS 10.00
Book 1973 Page 7 - 7
Wanda J. Prevatte



GREENJOHN322.DWG



LEGEND

I.P.F. – IRON PIPE FOUND
I.P.S. – IRON PIPE SET
I.R.F. – IRON REBAR/ROD FOUND
I.R.S. – IRON REBAR/ROD SET
C.M.F. – CONC. MON. FOUND
C.M.S. – CONC. MON. SET

NOTES

THE FLOOD LINES SHOWN HEREON ARE SCALED FROM FIRM (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL #4500850277E DATED 10/16/92

ALL BEARINGS ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD '83.

DISTANCES SHOWN ARE HORIZONTAL DISTANCES, NOT GRID DISTANCES.

ZONED R-10
LOT WIDTH MIN.=70'
SQ.FT. MIN.=10,000

PLAT REFERENCE –

DEED REFERENCE – RECORD BOOK 1593 PAGE 14

OWNER – GREEN INVESTMENTS OF NC LLLP
435 TRYON STREET SUITE 800
CHARLOTTE, NC 28202

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS (PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE): DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

John K Green 8/20/12
SIGNED DATE

SIGNED DATE

NOTE

HATCHED AREA DESIGNATED AS PARCEL X IS AN EMERGENCY ACCESS EASEMENT TO BE CONVEYED TO GEORGETOWN COUNTY.

PLAT

OF A DIVISION

OF A LOT IN NORTH LITCHFIELD BEACH PREVIOUSLY IDENTIFIED AS LOT 1, BLOCK OS, RETREAT BEACH, AND THE DUNE AREA EASTERLY THEREOF, SURVEYED FOR

GREEN INVESTMENTS OF NC LLLP

GEORGETOWN CO., S.C. T.M. #04-0136-051-00-00

SCALE: 0 25 50 100
ONE INCH = 50'

SEPTEMBER 5, 2012

I hereby certify that the subdivision plat shown here has been found to comply with the Land Development regulations for Georgetown County, South Carolina, with the exception of such variance, if any, as are noted in the minutes of the Planning Commision and that it has been approved for recording in the office of the Register of Deeds.

Dated 9-7-12

L Boyd Johnson
Planning Signature

Planning Signature

"I hereby state that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class "B" as specified therein; also there are no visible encroachments or projections other than shown."

SOUTH CAROLINA
POWERS LAND SURVEYING
No. 3764
CERTIFICATE OF AUTHORIZATION

POWERS LAND SURVEYING
626 FRONT STREET
GEORGETOWN S.C. 29440
(843) 546-4000

SOUTH CAROLINA
PROFESSIONAL ENGINEER
WENDELL C. POWERS
REG. No. 15503

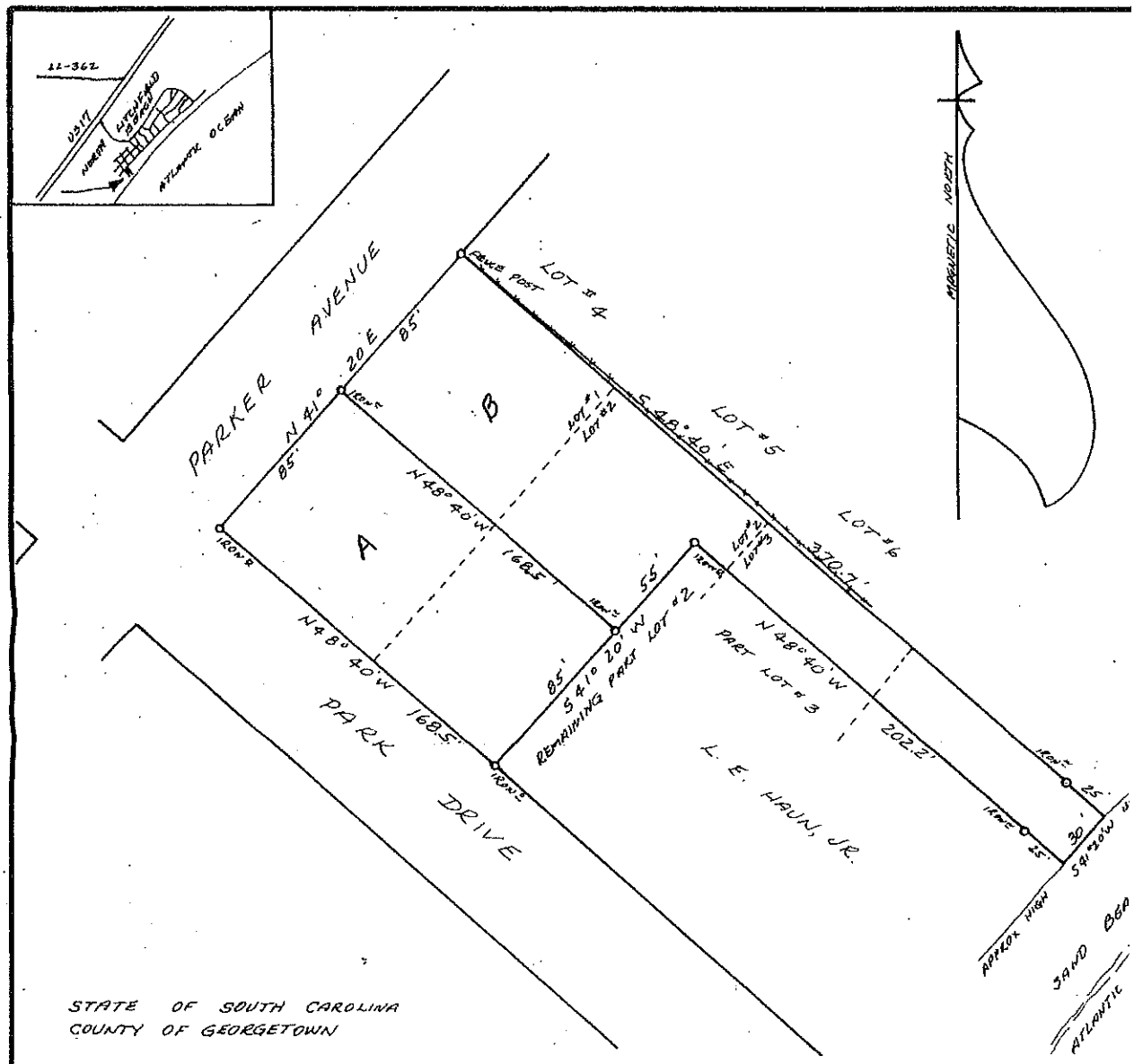
Powers Land Surveying

M4860

664

Shoestring0000104

17



STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

MAP

OF A DIVISION OF LOT #1, PART OF LOT #2, AND PART OF LOT #3
BLOCK 2S OF NORTH LITCHFIELD BEACH SURVEYED FOR

KATHRYN W. SALLEY

SCALE 1 IN = 50 FT
0 50 100

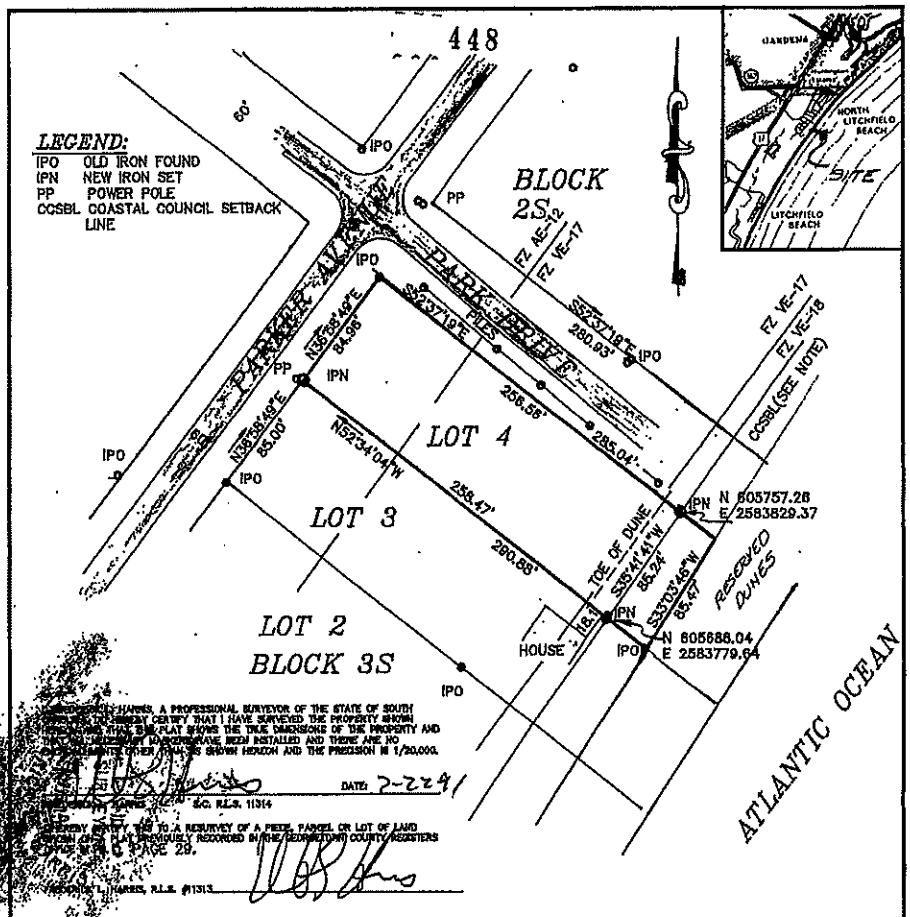
14 DECEMBER 1983

Samuel M. Harper, R.L.S.

SOUTH CAROLINA REGISTERED No. 1003 LAND SURVEYOR SAMUEL M. HARPER

T-9268

140 PARKER



NOTES:
1. DATE OF FIELD SURVEY WAS FEB. 20, 1991.
2. COORDINATES SHOWN ARE AT THE INTERSECTIONS OF THE SETBACK LINE AND THE PROPERTY LINE.
3. COORDINATES ARE SOUTH CAROLINA SINGLE ZONE BASED ON MONUMENTS 4400 & 4395.
4. SETBACK LINE IS BASED UPON DATA OBTAINED FROM SC COASTAL COUNCIL DATED JULY 1990.
5. REFERENCE IS MADE TO DEED RECORDED IN DB. 381, P. 144 & PB. L, P. 29.
6. EROSION RATE IS -1.3' PER YR.
7. LOT IS IN FLOOD ZONES AE-12; VE-17 & VE-18 SHOWN ON PANEL 450085-0277-D DATED 3/16/89.

FILED
BETTY L. WILLIAMS
CCCP & GS
91 JUL 15 PM 3:35
GEORGETOWN COUNTY, S.C.
BOOK 12 PAGE 448

SURVEY PLAT
OF
LOT 4, BLOCK 3-S
FOR
BETSY COX POWELL & NANCY COX THOMAS
LOCATED IN NORTH LITCHFIELD BEACH, GEORGETOWN CO., S.C.

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

SURVEYED BY

ETS-ENGINEERING AND TECHNICAL SERVICES, INC.
1504 AZALEA DR., SURFSIDE BEACH, S.C.

FEBUARY 21, 1991 DRN-F.HARRIS THOMAS JB#91047-S

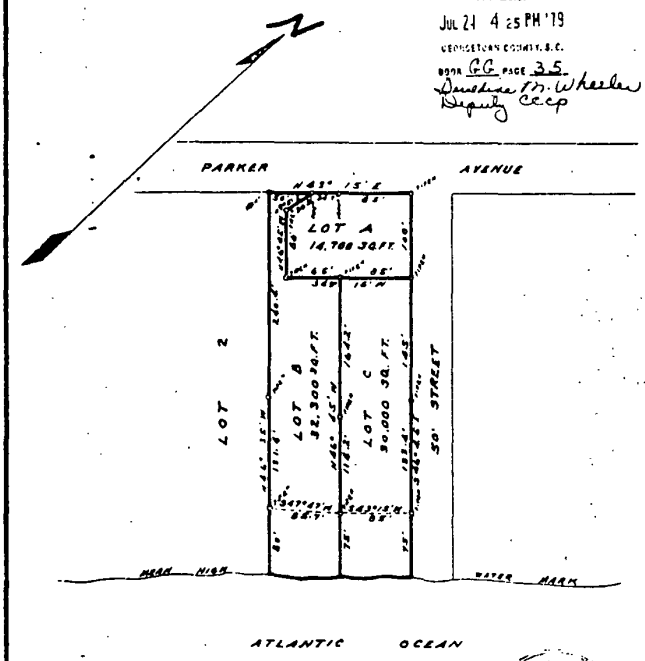
FILED
BETTY L. WILLIAMS
CCCP&C.S.

JUL 21 4 25 PM '79

GEORGETOWN COUNTY, S.C.

BOOK GG PAGE 35

Deneline M. Wheeler
Deputy CCCP



PLAT

OF A SUBDIVISION OF LOTS 3 & 4, BLOCK 1N, NORTH LITCHFIELD BEACH, THE PROPERTY OF

DR. EDWIN BOYLE, JR.

GEORGETOWN CO., S.C. FEBRUARY 24, 1976

SCALE: 1" = 100'

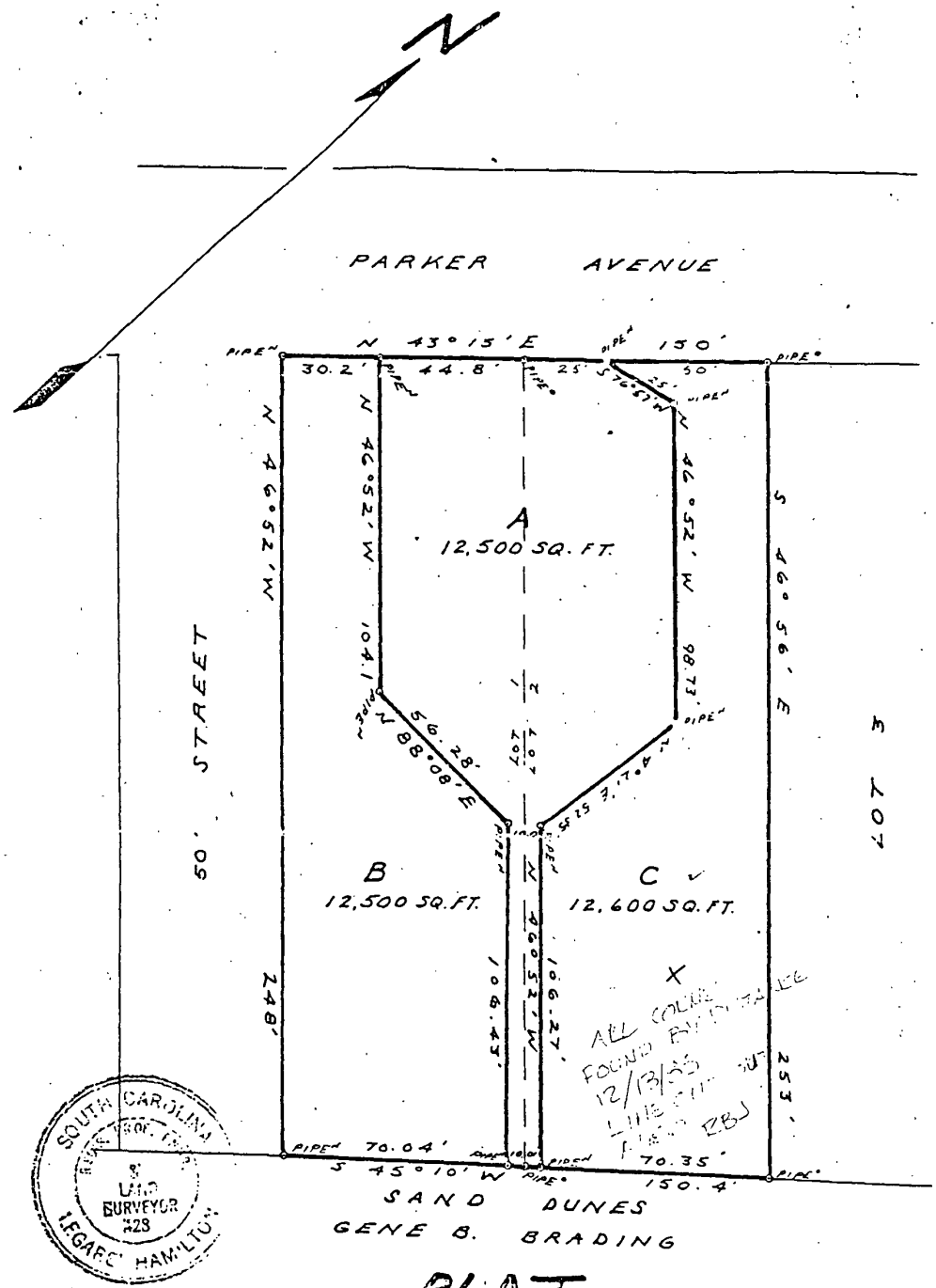
Regan Haw Jr., C.E., L.S.

CERTIFIED A TRUE AND CORRECT COPY
Marlene Sweed
DEPUTY CLERK OF COURT
GEORGETOWN COUNTY, S.C.

((GG - 35))

0000852

DEFENDANT'S EXHIBIT
8 11/7/95



PLAT

OF A SUBDIVISION OF LOTS 1 & 2, BLOCK 2N, NORTH LITCHFIELD BEACH

THE PROPERTY OF

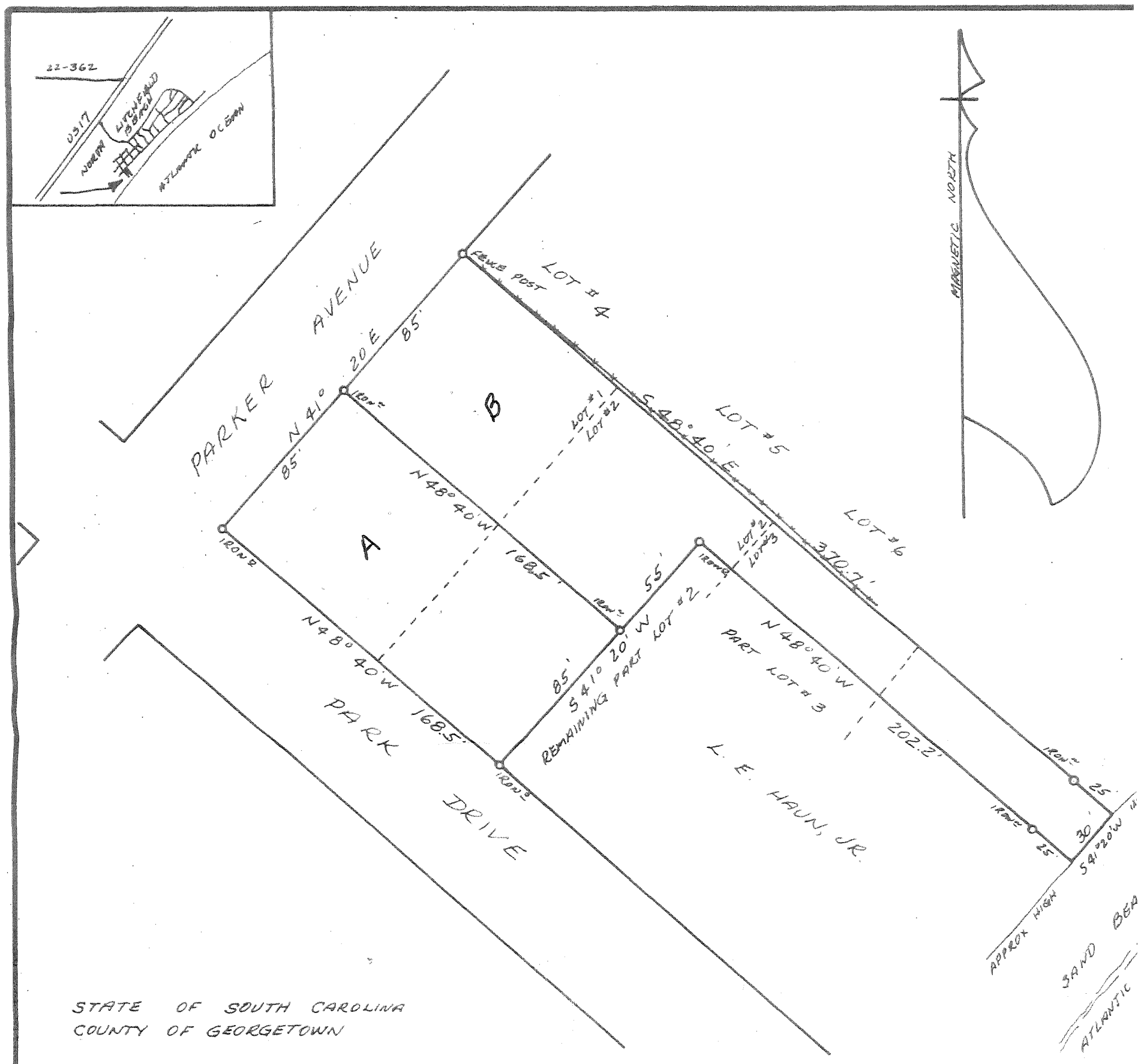
GENE BOYLE BRADING

GEORGETOWN CO., S.C. DECEMBER 31, 1974

SCALE : 1" = 40' Legare Hamilton, C.E., L.S.

This Plat is recorded in Plat Book AA at Page 4.C it is so seen on the original it does not come clear on prints

0001133



STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

MAP

OF A DIVISION OF LOT #1, PART OF LOT #2, AND PART OF LOT #3
BLOCK 2S OF NORTH LITCHFIELD BEACH SURVEYED FOR

KATHRYN W. SALLEY

SCALE 1 IN = 50 FT
0 50 100

14 DECEMBER 1983

Samuel M. Harper, R.L.S.

SOUTH CAROLINA REGISTERED No. 1003 LAND SURVEYOR SAMUEL M. HARPER

T-9268

TITLE TO REAL ESTATE Form 14
The R. L. Bryan Company, Columbia, S. C.

PLAINTIFF'S EXHIBIT
7 11/6/95

State of South Carolina,
COUNTY OF GEORGETOWN

Know All Men by These Presents, That We, William B. Boyle and Thomas B. Boyle, Jr., as Trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr., and E. C. McGregor Boyle, hereinafter called grantors,

in the State aforesaid, for and in consideration of t

sum of Five Dollars ($5.00) and other valuable considerations

to us paid by Gene Boyle Brading of Sumter

in the State aforesaid

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

GENE BOYLE BRADING

All those certain pieces, parcels and lots of land situate, lying and being in the County of Georgetown, State of South Carolina, in township No. 7, and being shown and delineated on plat of property of William B. Boyle and Thomas B. Boyle, Jr., dated October 2, 1956, and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book L at page 34-A and also as shown and delineated on map of North Litchfield Beach dated December, 1959, and recorded in Plat Bool at page 4 in the Office of the Clerk of Court for Georgetown County, South Carolina, consisting of lots No. 1 and 2 of block 2N and of tha portion of the area marked "DUNES RESTRICTED" on the map dated Octobe 1956, and marked "SAND DUNES" on the map dated December, 1959, betwee the northerly and southerly sidelines of said lots extended to the Atlantic Ocean, and being bounded and measuring as follows: on the northerly side by lot No. 3 of block 2N and a portion of the area mar on the said maps respectively as "DUNES RESTRICTED" and "SAND DUNES" a distance of three hundred thirteen (313') feet, more or less; on th east by the Atlantic Ocean a distance of one hundred fifty (150') feet more or less; on the south by 2nd Street North and by the area marke on the said maps respectively as "DUNES RESTRICTED" and "SAND DUNES" distance of three hundred eight (308') feet, more or less; and on th west by Parker Avenue a distance of one hundred fifty (150') feet, m or less.

This property being a portion of the property heretofore convey to the grantors by deed of Gene Boyle Brading, William B. Boyle, Edw Boyle, Jr., Ann Boyle Pruet, Thomas B. Boyle, Jr., and E. C. McGreg Boyle, dated the 4th day of December, 1952, and recorded in the Off of the Clerk of Court in and for Georgetown County, South Carolina, 4-4 of Deeds at page 64; and also consisting of lot No. 1 of block conveyed to the grantors by deed of Margaret S. McEntire dated Augu 1958, and recorded in Deed Book 29 at page 509 and also lot No. 2 o

000793

block 2N conveyed to the grantors by deed of Charles W. Norton, Jr., John McQ. Miller and Grady L. Patterson, Jr., dated August 21, 1961, and recorded in Deed Book 48 at page 490.

The area of land between the easterly sides of lots No. 1 and 2 of block 2N, conveyed by this deed, and the Atlantic Ocean, by agreement between North Litchfield Beach, Inc. and the grantors, cannot be used for the purpose of erecting any building or structure.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Gene Boyle Brading, her

Heirs and Assigns forever.

And we do hereby bind ourselves and our successors ~~Heirs, Executors and Administrators~~, to warrant and forever defend all and singular the said premises unto the said

Gene Boyle Brading, her

Heirs and Assigns, against ourselves and our successors ~~Heirs~~ and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our *Hand*s *and Seal*s *this* [illegible] *day of* April *in the year of our Lord one thousand nine hundred and* sixty-three *and in the one hundred and* eighty-seventh *year of the Sovereignty and Independence of the United States of America.*

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

[illegible]

William B. Boyle (SEAL)

Thomas B. Boyle, Jr. (SEAL)

as Trustees for Gene Boyle Brading, William B. Boyle, Edwin Boyle, Jr., Ann Boyle Fr[illegible] Thomas B. Boyle, Jr., and E. C. McGregor

0000794

STATE OF SOUTH CAROLINA,
SUMTER COUNTY.

PERSONALLY appeared before me _____

and made oath that _____ saw the within-named William B. Boyle and Thomas B. Boyle, Jr., as Trustees, sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that he, with _____ witnessed the execution thereof.

SWORN to before me this _____
day of _____ *,19* 63
_____(L. S.)
Notary Public of S. C.

_____
_____

STATE OF SOUTH CAROLINA,
COUNTY.

RENUNCIATION OF DOWE

NO RENUNCIATION OF DOWER NECESSARY

I, , do hereby certi

unto all whom it may concern, that Mrs.

the wife of the within-named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does free voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and fo ever relinquish unto the within-named

h

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the prem within mentioned and released.

Given under my Hand and Seal, this
day of
Anno Domini 19
_____(L. S.)
Notary Public of S. C.

_____
_____

0000795

State of South Carolina,

County of GEORGETOWN

William B. Boyle and Thomas B. Boyle, as Trustees,

TO

Gene Boyle Brading

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at [illegible] M. o'clock on the [illegible] day of [illegible], 19[illegible], and was immediately entered upon the proper indexes and duly recorded in Book 58 of Deeds, page 363

[illegible]

Clerk of Court of Common Pleas and General Sessions for [illegible] County, S. C.

I hereby certify that the within Deed has been this [illegible] day of [illegible], A. D. 19[illegible], Recorded in Book [illegible] of Deeds, page [illegible]

[illegible] Auditor

for [illegible] County

The R. L. Bryan Company, Columbia, S. C.

0000796

673

in?

A. Yes, that's my writing on each of those.

Q. All right, sir. Now, while I've got you, did you reserve on this map an area called "dunes restricted"?

A. Yes, sir.

Q. And describe where it is so that the record will reflect that?

A. The dunes restricted area was the 60 foot strip beginning at the mean high water mark running parallel with the beach.

Q. How far back did it go?

A. 60 feet.

Q. It ran 60 feet. Did it basically abut the lots on Exhibits 8, 9 and 10?

A. Yes, sir.

Q. And why was that put in there, sir?

A. We did that for two reasons. One is, the sand dunes at Retreat Beach, which we called it, were large and very beautiful. And we wanted the sand dunes to stay just like they were, but we also wanted to control access to the beach. So we maintained ownership of the 60 foot strip. It ran the length of the part that we developed.

Q. All right, sir. Now, the language that you put

one to read. That's a little better. Would you publish paragraph one?

A. "This lot shall be restricted to residential purposes only and shall not be subdivided or reduced in size by the grantee, their heirs or assigns, without the written consent of the grantors, their successors and assigns."

Q. And you and Bill Boyle were the grantors in this deed?

A. Yes.

Q. All right, sir. And also on paragraph number four of the deed is a reference to use of the property. And would you read that language?

A. "The lot hereby conveyed shall be kept free from any nuisance or from any object, condition or use in any way offensive or dangerous to the neighborhood, and no noxious or offensive activity shall be carried on upon this lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood."

Q. All right, sir. And finally, if you would, read me in paragraph nine? I promise I won't make you read any more. Can you read what's in paragraph nine?

14

grantor."

Q. All right, sir. Is the walkway over the dunes restricted area consistent with this restriction?

A. Yes.

Q. In fact, did the Trust build some wooden walkways over the dunes restricted area?

A. Yes, yes.

Q. Now, it provides -- and let me read to you. I know it's awful. But after restriction No. 10 it is provided, "It is understood and agreed that these covenants, conditions and restrictions are made solely for the benefit of the grantors" -- that's the Trust?

A. Yes.

Q. -- "who may release or modify same in writing at any time and, in the event of violation of any of said covenants, conditions or restrictions their heirs or assigns have the right of abatement and the right to enforce compliance by injunction or other appropriate legal or equitable action."

Was that right reserved solely to the Trustees?

A. Yes.

Q. All right, sir.

A. That's the purpose of it.

1 A. No.
2 Q. Now, you don't believe that Ms. Boyle has a right
3 to come in and change your lot lines, do you, on
4 your property?
5 A. No. She -- no, I do not believe she has a right
6 to come change my lot lines, but if I want to
7 change my lot lines myself, I do feel like I have
8 to ask her.
9 Q. All right. So if you want to change it you think
10 you have to get permission of whoever has the
11 right to enforce restrictive covenants?
12 A. Well, it so happens it was the Boyle Trust.
13 Q. That was Mr. Hinds' opinion at that time, but --
14 A. Well, I mean, that's the only way we got them
15 changed.
16 Q. Did you go to the, for example, Litchfield Beach
17 Company or the North Litchfield Beach Company and
18 ask their permission?
19 A. No. We were told that we had to have the Boyles
20 permission.
21 Q. Okay. But you didn't seek the permission of
22 anybody else?
23 A. No.
24 Q. But there's no question, you don't think she has
25 a right to come in there and tell you you have to

19

1 understand it's not being offered for the truth
2 of the matter that she's asserting.
3 MR. SCOVILLE: Just subject, your
4 Honor, I object.
5 THE COURT: Okay.
6 Q. All right. Mrs. Sally, you heard us argue about
7 this. Let me ask you a few questions.
8 What did you hire Mr. Hinds to do for you?
9 A. To have -- I needed the lots redesigned and made
10 equal and the directions changed. So I needed a
11 survey to draw me up a plat, and then I needed it
12 recorded in the courthouse.
13 Q. And did Mr. Hinds attempt to record the plat?
14 A. It's my -- let's me just explain to you exactly
15 what I remember because I remember that he called
16 and said that I could not -- that he could not
17 get the plats recorded at the courthouse as such
18 unless I had the permission of the Boyles.
19 Q. Okay. As a result of what Mr. Hinds told you,
20 okay, what did he have -- what did he do for you?
21 A. Well, at that point, I called Tom Boyle and he
22 said to talk to Gene Pruet. And Gene had the
23 Trustees to sign an agreement that I could do
24 that.
25 Q. This agreement is Plaintiff's Exhibit Number 17?

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

November 15, 2022

RECEIVED
Jan 05 2023
SC Court of Appeals

/s/ J. Derrick Jackson

Tobias G. Ward, Jr., SC Bar No. 5826
J. Derrick Jackson, SC Bar No 15192
Tobias G. Ward, Jr., PA
Post Office Box 50124
Columbia, South Carolina 29250
(803) 708-4200
tw@tobywardlaw.com
dj@tobywardlaw.com
Attorneys for Appellant-Respondent