THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal No. 2013000714

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Ralph P. Stroman, Special Referee

CASE NUMBER 2009-CP-26-3596
Consolidated with
CASE NUMBER 2010-CP-26-11320

Ronald Jarmuth Appellant,

v.

The International Club Homeowners Association, Inc., Rosemary Toth, and K. A. Diehl & Associates Respondents.

CORRECTED RECORD ON APPEAL

VOLUME 8

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
Appellant, Pro Se

McNair Law Firm
Henrietta U. Golding
Alicia F. Thompson
2411 Oak Street, Suite 206
Myrtle Beach. SC 29578
(843) 444-1107
Attorneys for Respondents

INDEX

1	December 1, 2010 Order Transferring to Circuit Court	1
2	September 16, 2011 Order Consolidating	3
3	May 17, 2012 Consent Order Disposing of all outstanding matters and motions	6
4	June 13, 2012 Consent Order of Reference	7
5	October 17, 2012 Special Referee's Order of Recusal	13
6	March 11, 2013 Order Denying Plaintiff's Post-Trial Motions	15
7	September 10, 2012 Final Order following Trial before Special Referee	28
8	October 12, 2010 Complaint. (2010CP2611320)	76
9	November 18, 2010 Answer (2010CP2611320)	89
10	October 24, 2011 Defendant's Amended Answer adding Counter – Claim (2010CP2611320)	93
11	December 20, 2010 Plaintiff's Answer to Defendant's Amended Answer and Counter – Claim asserting additional Plaintiff Claim against Defendant (2010CP2611320)	101
12	May 30, 2012 Defendant's Amended Answer responding to Plaintiff's additional Claim.	110
13	April 7, 2009 Complaint (2009CP263596)	113
14	May 12, 2009 Answer of Defendants International Club and Rosemary Toth (2009CP263596)	183
15	May 15, 2009 Plaintiff's Answer to Counter – Claim	187
16	May 15, 2009 Plaintiff's Reply to Defendants' Answer	191
17	June 9, 2009 Plaintiff's Amended Complaint	205
18	June 19, 2009 Answer of Defendants International Club and Rosemary Toth to Amended Complaint	238
19	June 30, 2009 Plaintiff's Reply to Defendants' Answer to Amended Complaint	244
20	June 30, 2009 Plaintiff's Answer to Counter – Claim in Answer to Amended Complaint	264

21 October 24, 2011 Amended Answer of Defendant International Club to Amended Complaint and assertion of Counter – Claim 268

22 December 17, 2011 Answer of Defendant KA Diehl to Amended Complaint 280

23 December 20, 2011 Plaintiff's Answer to Amended Answer and Counter – Claim of Defendant International Club....288

24 May 30, 2012 Defendant International Club HOA and Rosemary Toth's Answer to Complaint as Amended....297

25 August 20, 2012 Plaintiff's Post-Trial Brief and Memo of Law 300

25 August 20, 2012 Plaintiff's Proposed Order....536
Brief and Memo in Support of Proposed Order 4425

26 August 20, 2012 Defendant's Proposed Order....563

27 September 19, 2012 Plaintiff's Motion to Amend Final Order, New Trial, and for other Relief....659

28 January 23, 2013 Defendant's Memorandum in Opposition to Plaintiff's Post-Trial Motion....757

29 January 23, 2013 Exhibits attached to Defendant's January 23, 2013 Memo. 798

30 January 22, 2013 Plaintiff's Brief in Support of Post-Trial Motion 928

TESTIMONY

31 February 13, 2012 Julie Case Deposition....1055

32 February 13, 2012 William Freiboth Deposition 1123

33 February 17, 2012 Ronald Pyle Deposition 1292

34 February 17, 2012 Rosemary Toth Deposition....1385

35 March 27, 2012 Louis Astorino Deposition #1 1510

36 March 27, 2012 Michael Butryn Deposition....1578

37 March 27, 2012 Jane Pizzi Deposition....1656

38 March 27, 2012 Peter Pizzi Deposition 1685

39 May 25, 2012 Louis Astorino #2 Deposition 1778

40 August 8 – 10 Trial Transcript 1863

Ronald Jarmuth 1965
..... 2251
..... 2601
Chris Sullivan 2152
Jane Pizzi 2317
Louis Astorino 2330
Peter Pizzi 2365
Michael Butryn 2389
Denise Ambuhl 2478
Maureen Sullivan 2523
Jeffrey King 2703
William Freiboth 2753
Beckie Abel 2863

41 January 13, 2012 Defendants' Rule 16 Statement 2901

42 January 17, 2012 Plaintiff's Rule 16 Statement 2919

43 May 7, 2012 Plaintiff's Supplement to Rule 16 Statement 2936

44 May 14, 2012 Plaintiff's Revised Rule 16 Statement 2939

45 July 16, 2012 Plaintiff's Pre-Trial Brief. 2954

46 July 31, 2012 Plaintiff's Exhibit List. 2973

47 August 6, 2012 Plaintiff's Revised Exhibit List 2992

48 August 6, 2012 Defendant's Revised Rule 16 Statement & Exhibit List 3011

49 August 8, 2012 Defendant Discovery CD File Name List filed by Plaintiff with the trial judge at trial 3071

50 August 21, 2012 Plaintiff's Letter to Special Referee 3078

51 October 3, 2012 Plaintiff's Letter to Chief Administrative Judge with Exhibits 3080

52 November 16, 2012 Plaintiff's Request to Clerk of Court for copies of receipts releasing Case File documents 3083

53 January 23, 2013 Clerk of Court list of case record items returned to Court by Sharon Brock 3084

54 December 11, 2011 SC Attorney General Opinion to SC Legislature on HOA Voter Lists. 3086

55 August 8, 2012 Defendant January 13, 2012 Mark Up Exhibit List filed by Plaintiff with the trial judge at trial. 3089

56 August 8, 2012 Defendant August 6, 2012 Mark Up Exhibit List filed by Plaintiff with the trial judge at trial. 3094

57 January 6, 2013 Horry County Council Letter to Appellant re Roads....3100

58 February 21, 2013 Email from Ch. Administrative Judge announcing post-trial decision. 3103

59. Plaintiff's Exhibits

1 Map international club 3108
2 16 Ft Fence 0033 3109
3 8 Foot Hi Fence Prop Line 3110
4 112 Worchester Court 3111
5 1120 Seville 8 ft Fence 0035 3112
6 1120 Seville GSWSA Lot 6 3113
7 160 Madrid Drive 3114
8 165 170 174 Seville Drive Fences 3115
9 166 170 174 Seville Drive Fences 3116
10 166 170 174 Seville Fences 3117
11 176 Madrid Drive 3118
12 184 Seville Dr Fence 3119
13 164 Seville Dr Fence 3120
14 186 Seville GIS local 3121
15 166 Seville Realtor Picture 3122
16 199 Madrid Drive 3123
17 239 Pickering Paar Playset 3124
18 249 Pickering Horry Street Sweeper Sep 20 2011 3125
19 249 Pickering 2010-09-00 USPS Mailbox Approval 3126
20 249 Pickering 2011-09-20 Flooding in Streets 3127
21 249 Pickering 2012 2 Palm Trees 3128
22 249 Pickering 2012 Palm Location 3129
23 249 Pickering Approved Disapproved Flower Beds 3130
24 249 Pickering Approved Flower Bed 3131
25 249 Pickering Approved Flower Bed 3132
26 249 Pickering Approved Palm Bed 3133
27 249 Pickering Bernstein Lot Line 3134
28 249 Pickering Flower Bed stoped 3135
29 249 Pickering Horry Street Sweeper 2012-09-22 3136
30 249 Pickering Horry Street Truck 2012-09-22 3137
31 249 Pickering New Palm Location 3138
32 249 Pickering Pathfinder Swingset 3139
34 249 Pickering Privacy Panel Fence 3140
35 249 Pickering Road Sign 35 3141
36 249 Pickering The Wall 3142
37 249 Pickering Bernstein Cartman Lot Line 3143
38 254 Pickering Fletcher Driveway St Set back 3144
39 254 Pickering Fletcher Street Prop Line Setback 3145
40 265 Pickering Masters Curb Edging 3146
42 270 Pickering Drive Comer Palms 3147

42 276 Pickering Taylor House 3148
44 276 Pickering Tabor Fence 1 3149
46 276 Pickering Tabor Fence 3 3150
47 312 Caldera Approved Not A Wall 3151
48 312 Caldera Approved Not A Wall View 2 3152
49 312 Caldera Approved Not A Wall 3153
50 1016 Knightsbridge fence 3154
51 1112 Worchester Court 3155
53 1212 Harrogate Robert S House Front 3156
54 1212 Harrogate Robert S Side yard w Playset 3157
55 1998-07-31 Kaminski and MIGPA Areas Plat 3158
56 1999-02-08 Covenants Recorded 3159
57 2000-5-9 Amendment 1 Recorded 3160
58 2002-01-02 Plat Bk 181- 89 Parcel D 3161
59 2004-08-04 Parking Deed Page 7 3162
60 2010-09-08 USPS Mailbox Approval (p2) 3163
61 2008-06-25 Bldg Grnds Presentation 3164
62 2008-06 Encr Permit 3165
63 2008-09-26 Villas Encro Permit pg 1 3166
64 2008 Assessment Coupons 3167
65 2008 Landscape Contract Page 2 3168
66 Bernat Parking 3169
67 2009-02 Calendar Feb 3170
68 2009-03-22 Pool Park lot Sign 3171
69 2009-03-24 Board Minutes Pool Parking 1 3172
70 2009-03-24 Board Minutes Pool Parking 2 3173
71 2009-05-12 Board Minutes Mow Road 3174
72 2009-05-27 PDF Created 3175
73 2009-05-28 Al HOA Env 3176
74 2009-05-28 Email Click Here 3177
75 2010-09-08 USPS Mailbox Approval (p2) 3178
76 2010-09-29 ARB Fine Chk 3179
77 2012-03-01 Env to Goodman Certified Mail Envelope 3180
78 2012-03-08 McNair Goodman Letterr Envelope 3181
79 2012-03-15 Goodman Certified Mail 3182
80 2012-04-08 McNair Goodman Ltr Env 3183
81 2012 Dish TV Offer pg 2 3184
82 2012 Dish-TV Offer A10 3185
83 Adare Court 3186
84 Amenity Center Ponds 3187
86 Bernat Parking Bernat Sign 3188
87 Blacks 1 p-0416 Eminent Domain 3189
88 Blacks 1 p-0416 Eminent Domain overlay 3190
89 Blacks 1 p-0942 Privity Overlay 3191
90 Blacks 1 p-0942 Privity 3192
91 Blacks 1st Conspiracy w Overlay 3193
92 Blacks 1st Conspiracy 3194
93 Blacks 1st Defamation at 344 w Overlay 3195
94 Blacks 1st Defamation at 344 3196
95 Blacks Cover 3197

96	Blacks Dedication	3198
97	blacks waiver-at 1231	3199
98	Blacks waiver at 1231 Overlay	3200
99	Caldera Court Lot Lines	3201
100	DD Lantana	3202
101	Diehl Sign 1	3203
102	Diehl Sign 2	3204
103	Feb 1997 MIGPA Plat Title	3205
104	Fence DSC 0024	3206
105	Fence DSC 0026	3207
106	Fletcher and Corbett	3208
107	Glens Common Area 11944301060	3209
108	Glens Common Area 21944301072	3210
109	Glens Townhouses 01	3211
110	Glens Townhouses 02	3212
111	HC RoD to 2003 Ind Club Deeds	3213
112	HC RoD to 2003 Murrells Inlet Golf Deeds	3214
113	HCC 18-4-2 Streets Design Stds	3215
114	Horry PUD Zoning	3216
115	Hwy 172008-02-19 wire chart	3217
116	March 2001 Calendar	3218
117	March 2002 Calendar	3219
118	MIGP Master Plan Ph 2 Glens	3220
119	MIGP Zoning	3221
120	Paar Playset 239 Pickering	3222
121	Parking Lot 01	3223
122	Parking Lot 02	3224
123	Parking Lots 1 and 2 and Amenity Ctr Lot	3224
125	Pebble Creek Stone Wall	3226
126	Phases Feb 1997	3227
127	Plat 160 at 79 Clubhouse Location	3228
128	Plat 197 at 171 Glens HC Planning	3229
129	Plat 197 at 171 Glens Notes: 2010/11/12	3230
130	Plat 197 at 171 Glens Plat Title	3231
132	Plat Book 192 Page 245 from Am Ctr Park Lot 2 Deed	3232
133	Plat Book 197 Page 171 Glens	3233
134	Pool Parking Sign	3234
135	Tournament International Club Dr GIS	3235
136	03/18-2011 HOA ANSWERS TO INTERROGATORIES	3236
137	06/02/2012 Plaintiff Request for E-Financial Documents	3249
138	07/02/2012 HOA Response to 6-2-2012 Request for Docs	3252
254	HCC 18-0004 Sec 2 Site Plan Design Stds.doc	3257
267	IRS Announcement 2002-18 (3-11-2002) Cash Rebates	3260
300	2002 09 10 Board Minutes	3262
301	2003-09-03 Board Minutes	3264
302	2003-10-30 HTC HOA Contract	3266
303	2003-11-20 Board Minutes	3276
304	2004-01-13 Board Minutes	3279
305	2004-07-30 Board Minutes	3283
306	2004-11 Year End	3288

307 2005-01-18 Board Minutes 3291
308 2005-06-10 Board Minutes 3295
309 2005-11-14 Board Minutes 3300
310 2005-11 Year End Bulletin 3304
311 2005 08 19 Board Minutes 3306
312 2005-12-31 Financial Report 3312
313 2006-03-09 Board Minutes 3323
314 2006-05-24 Board Minutes 3324
315 2006-08-16 Board Minutes 3328
316 2006-11-16 Board Minutes 3336
317 2006-11 Year End 3341
318 2006-12-04 Board Minutes 3344
319 2006-12-31 Int Club General Ledger (Golf Course) 3345
320 2007-09-17 Election Announcement 3346
321 2007-10-10 Board Meeting 3351
322 2007-12-12 Board Meeting 3353
323 2007-12-31 Financial Statement 3355
324 2007-12-31 General Ledger (Golf Course) 3358
325 2007 09 19 Annual Meeting 3359
326 2007-11-14 Board Meeting 3364
327 2008-01-01 to 2008-12-31 General Ledger (Golf Course) 3366
328 2008-03-11 Board Minutes 3368
329 2008-06-10 Board Minutes 3373
330 2008-06-25 Bldg-Grounds Committee Presentation 3377
331 2008-06-25 HOA Grounds Maintained Cost Breakout 3390
332 2008-07-08 Board Minutes 3391
333 2008-07-24 To HOA Request for Vote List 3394
334 2008-09-17 Annual Membership Meeting 3398
335 2008-10-14 Board Minutes 3402
336 2008-10-28 Villas to Pat O'Dea - Letter 3406
337 2008-11-11 Board Minutes 3408
338 2008-12-10 letter to Pat O'Dea - Letter 3411
339 2008-12-18 RJ Letter To Toth for minutes 3413
340 2008-12-17 Toth Letter to RJ (actually 12/18) 3414
341 2008-12-19 Board Letter to RJ 3415
342 2008 Budget 12-7-2007 3416
343 2008 Diehl Contract 3421
344 2008 HOA Financial And Audit (Golf Course) 3429
345 2008 Landscape Contract 3432
346 2008 HOA Property Tax Discrepancies 3437
347 2009-01-02 Pat O'Dea to Steve Ouverson 3438
348 2009-01-01 Diehl Contractor Program 3442
349 2009-02-10 Board Minutes 3447
350 2003-05-16 Developer Agreement 3450
351 1/19/2009 O'Dea to Tracy Fisher (Wilcox Buyck) 3460
352 1/13/2009 O'Dea to Charles Flynn (Sunbelt) 3462
353 2009-02-12 Pat O'Dea to Ouverson 3464
354 2009-02-16 Ouverson to Pat O'Dea 3465
355 2009-03-12 Board Minutes [ARB - Parking] 3467
356 2009-03-24 Board Minutes 3474

357 2003-11-03 Golf Course Agreement 3476
359 5/12/2009 Board Minutes....3481
360 8/6/2009 Special Members Meeting Minutes....3484
361 2009-09-03 RJ To Diehl Voter List....3486
362 9/17/2009 Annual Member Meeting Minutes....3487
363 11/4/2009 Board Minutes....3491
364 "2009-11-06 2010 Budget. [Carolina Mail House 2009] 3494
365 2009 General Ledger sort / filter for Carolina Mail House 3499
366 2009-11-20 Nov Newsletter....3500
367 2009-01-07 2009 Diehl Contract. 3502
368 2008-12-22 2009 Landscape Contract.Checklists....3514
369 4/19/2010 Special Board Meeting Minutes 3523
370 2010-05-05 BoD Minutes (p3 ARB Hearings) 3526
371 July 2010 ARB Guidelines (revised w/o Board Approval)....3531
372 2010-09-27 Diehl Violation Letter to RJ 3542
373 2010-09-29 RJ ARB Fine Chk....3543
374 2010-09-30 Violation Fine Receipt....3544
375 2010-09-30 RJ ARB Fence Request....3545
377 2010-10-08 Fence Dis-Approval....3556
378 2010-10-11 Fence Appeal....3557
379 2010-10-21 HOA Ltr to RJ....3560
380 2010-10-23 RJ To HOA 3562
381 2010-11-15 HOA to RJ (acct shortage) Ltr....3565
383 2010 Diehl Contract 3567
384 2011-02-11 Board Minutes (incl ARB Guideline Revisions)....3579
385 2011-11 ARB Guidelines (revised)....3584
386 2011-11-21 special board meeting minutes....3593
387 2011 Budget (Nov 16 2010)....3595
388 2012 Budget 3600
389 2012-07 Revised Computation of Golf Course Debt to HOA 3604
390 2004 HOA General Ledger Golf Course....3606
391 2005 HOA General Ledger Golf Course....3610
392 2009 HOA General Ledger Golf Course....3611
393 2010 HOA General Ledger Golf Course....3612
394 2011 HOA General Ledger Golf Course....3614
395 2011 HOA General Ledger Villas Settlement 3615
396 2012-CP-26-1740 Complaint IHOA v Golf Course....3616
397 Diehl Vendor Agreement....3625
398 Diehl Vendor Program Summary Page 3626
399 Diehl Vendor Certification Web Page....3627
400 3/7/2012 2012-03-07 Horry FOIA to RJ 3628
401 1/21/2003 R008-03 Pebble Creek (inc Castlebridge) 3629
402 1/20/2009 R012-09 Links 3631
403 1/20/2009 R013-09 Links 3635
404 2/15/2011 R014-11 Highlands (Feb 15 2011) 3639
405 2/21/2006 R018-06 Intl Club Dr - Pickering Dr 3642
406 5/15/2007 R068-07 Links 3644
407 5/15/2007 R070-07 Links 3647
408 5/18/2004 R073-94 Pebble Creek 3650
409 6/5/2001 R076-01 Tournament Drive 3652

410 6/19/2007 R104-07 Highlands 3654
411 6/19/2007 R105-07 Highlands 3657
412 10/20/2009 R153-09 (Meadows) 3660
413 10/15/2002 R155-02 Pebble Creek 3664
414 11/13/2007 R185-07 Pebble Creek (Nov 13 2007) 3667
449 Horry County Planning Commission Book 3670
450 2/1/1997 MIGPA Approval Planning Commission 3672
451 5/14/1999 Lantana Approval Planning Commission 3673
452 7/16/1998 Plat 156 @ 155 3674
453 10/22/1998 Plat 158 @ 155 3675
454 1/15/1999 Plat 160 @ 079 3676
455 8/17/1999 Plat 164 @ 199 3677
456 5/5/2000 Plat 169 @ 114 3678
457 5/5/2000 Plat 169 @ 115 3679
458 5/5/2000 Plat 169 @ 116 3680
459 7/28/2000 Plat 171 @ 149 3681
460 6/19/2003 Plat 181 @ 089 Golf Course 3682
461 6/19/2003 International Club PUD - Planning Commission 3683
462 9/17/2002 Plat 185 @ 165 3684
463 4/29/2003 Plat 189 @ 154 3685
464 6/6/2003 Plat 190 @ 079 3686
465 10/30/2003 Plat 192 @ 245 Amenity Center 3687
466 5/25/2004 Plat 197 @ 171 The Glens - Planning Commission 3688
467 Plat 214 @ 005 - 5/15/2006 3689
468 Plat 215 @ 191 Grand Vista - 7/25/2006 3690
469 Plat 215 @ 199 Grand Vistas - 7/25/2006 3691
470 Plat 237 @ 296 - 5/9/2008 3692
471 Planning Commission Fairways Approval Plat - 9/21/2006 3693
507 WV State Register (Krolczyk) - 7/27/2003 3694
509 HOA Year End Bulletin (Home Count) 11/1/2004 3700
511 "Jarmuth Federal Personnel File Extracts, 1998 - 2006" 3701
513 2008-11 Number of Homes From 2008 Budget 3702
514 Board Minutes (Templeton on Board) - 2/10/2009 3703
515 """List of Lawsuits Associated with"" Plaintiff - 5/27/2009" 3704
517 "2009-05-27 Butryn Statement (""May 27 2008"")" 3706
518 2009-05-27-28 Response Emails 3707
521 BoD Templeton Email to 200 on HOA email list - 4/20/2009 3709
522 Carolina Mail House Mail Package Material - 5/11/2012 3711
525 2009-05-28 Julie Case Defamatory Email Count #4406 3721
530 2009-05-31 Defamation Impact Police Reports 3722
533 2009-06-04 Jane Pizzi Statement 3726
540 Deed 2082 @ 0456 Grand Vistas - 10/22/1998 3727
544 Deed 2117 at 1413 99 Yr Golf Deed - 1/29/1999 3728
545 Deed 2117 at 1401 Sunbelt Deed - 1/29/1999 3733
547 1999-02-08 Covenants 3737
548 1999-02-08 Internationals Club Bylaws Unrecorded 3768
551 2000-05-10 Covenant Amendment 1 3786
552 IHOA Charter w Sec of State - 3/1/2001 3788
553 Deed 2450 at 1073 Ken Willard home - 2/7/2002 3790
555 2003-04-29 Covenant Amendment 2 3791

556 "Deed 2588 at 1437 Plantation to Horton: Grand Vistas, Links, Highlands, Glens, Tournament Drive - 4/29/2003".....3795
557 Horton / Sunbelt agreement Unrecorded - 5/16/2003.....3799
558 Horton /Golf Course / HOA Agreement (see #357) - 11/20/2003.....3808
559 2004-03-29 Covenant Amendment 3.....3815
560 Deed 2771 @ 1490 Second Amenity Center Park Lot - 8/4/2004 3818
561 2004-12-28 Covenant Amendment 4.....3823
562 Deed 3311 @ 2294 Horton Common Area to HOA - 1/30/2008 3829
563 2008-06-20 Covenant Amendment 5.....3831
564 Deed 3406 at 1694 Intl Club Dr - 6/18/2009.....3836
565 4/19/2010 - HOA Central Electric Special Meeting Minutes.....3839
567 HOA Name Transposition Worksheet.....3842
568 Murrells Inlet Golf Plantation Inc Incorporated - 9/30/2010.....3843
569 Int'l Club Assoc. Fictitious Name Horry County Bk 3484 @ 1188 - 10/5/2010.....3845
570 International Club Association Inc Incorporated - 12/1/2010.....3846
571 Articles of Merger: ICA into MIGPA - 3/7/2010.....3849
600 8/1/2008 Swingset in ARB Guidelines.....3851
601 2009-07-21 ARB Swing Appl.....3861
602 2009-08-05 ARB denial.....3870
603 2009-11-18 Toth to SC Human Rights Re Swing set.....3871
604 2011-03-17 HOA Interog Ans Page 11.....3872
605 2011-03-17 HOA Interog Ans Page 1.....3873
606 2011-11 ARB Guidelines MU.....3874
609 "Planning Commission - Accessory Structures 1997 MIGPA Plat Approval - 2/1/1997".....3883
610 Pathfinder Swing set.....3884
611 Robert Sobczyk House Front - 1/1/2012.....3885
612 Robert S Sideyard w Playset - 1/1/2012.....3886
613 Swing Footprint.....3887
614 "Aug 25, 2009 Housing discrimination Complaint".....3888
620 2010-09-03 Photo Cartman Hypodermic Needle Left on Jarmuth lawn3891
621 2010-09-03 Photo Cartman Installing Stakes in Jarmuth Sprinklers3892
622 2010-09-03 Photo Cartman with Saw.....3893
623 2010-09-03 Photo Cartman Stakes on Jarmuth Sprinkler Heads...3894
624 2010-09-03 Photo Warner Surveyor Front of Power Box.....3895
625 2010-09-10 Photo Cartman damage to Jarmuth property.....3896
626 2010-09-10 To diehl Cartman Violations.....3899
627 2010-09-27 diehl Violation Letter.....3900
628 2010-09-29 ARB Fine Chk.....3901
629 2010-09-30 ARB Fence Pkg.....3902
630 2010-09-30 Violation Fine Rcpt.....3913
631 2010-10-08 Bed Approval.....3914
632 2010-10-08 Fence disapproval.....3915
633 2010-10-11 Fence Appeal.....3916
634 2010-10-21 HOA Ltr to Me.....3919
635 2010-10-23 To HOA.....3921
640 2012-02-13 FRIEBOTH deposition extracts.....3924
641 2012-02-17 Rosemary Toth deposition extracts.....3930
642 "2012-02-27 Palm Request Package to ""ARB""".....3937

643 2012-03-05 diehl emails re ARB hearing 3941
644 "2012-03-16 ""ARB ""Response "" Extortion / Exaction""".....3943
645 "2012-01-30 HOA Letter ""Late Notice"" with Plaintiff Account" 3944
700 "2012-04-30 DR Horton Common Area Expense Summary".....3947
701 2012-04-18 Developer Horton Capital Contributions 3948
702 CAI Get A New Member Incentive Program....3959
703 HOA Supplied Capital Contributions Ledger #4480-4489.....3961
704 "Computation of Horton Capital Contributions not Booked into HOA Ledger by Diehl" 3971
705 2006 HOA General Ledger Golf Course....3972
706 2007 HOA General Ledger Golf Course....3973
707 2008 HOA General Ledger Golf Course....3974
708 Abel / Diehl / HOA 2010 Budget....3975
709 2009-12-31 2009 Financial Statement....3984
754 4/6/2010 Minutes of Special Meeting of Directors (also 753).....3998
755 5/17/2011 Consent Settlment Order Villas v IHOA lawsuit.....4000
758 3/18/2011 IHOA Answers to Interrogatories (also 759) 4025

60. Defendant's Exhibits

2 Declaration of Special Covenants Highway 17 4026
3 Declaration Covenants Restrictions for Murrells Inlet Golf 4085
4 Amendment 1 to Declaration of Covenants 4133
5 Waste Industries, Inc. Service Agreement 4135
6 Quitclaim Deed from Plantation Golf 4137
7 Amendment 2 to the Declaration of Covenants 4141
8 Developers Agreement dated May 16, 2003 4145
11 Golf Course Agreement dated November 20, 2003 4152
12 Minutes of the HOA Board January 13, 2004 4160
13 Amendment 3 to Declaration of Covenants 4163
16 Deed from Plantation Golf A.D., LLC to the HOA 4167
17 Amendment 4 to Declaration of Covenants 4170
18 Minutes of the HOA Board January 18, 2005 4175
19 Right of Way Easement dedication from D.R. Horton, ...4189
20 Right of Way Easement dedication from D.R. Horton,....4190
23 Horry County Warranty Agreement with D.R. Horton, ...4191
25 Warranty Deed from Cheryl Tucker Essex 4192
28 Architectural Guidelines amended April 2008....4196
29 Emails Beckie Abel & Jarmuth June 2008 4216
30 Emails Beckie Abel & Jarmuth June 2008....4218
31 Email from Rosemary Toth June 18, 2008.... 4223
32 Amendment 5 to Declaration of Covenants 4225
33 Email from Rosemary Toth June 28,2008....4230
34 Email from Rosemary Toth July 15, 2008 4231
35 Email from Beckie Abel August 8, 2008 4233
36 Email from Rosemary Toth October 4, 20 2008 4234
37 Email from Rosemary Toth October 5, 2008 4237
38 Email from Rosemary Toth October 12, 2008 4238
39 Email from Jarmuth October 16, 2008 4239

40 Email from Jarmuth November 17, 2008 4240
41 Letter from Jarmuth December 12, 2008 4241
42 Letter from Jarmuth December 12, 2008 4246
43 Letter from Rosemary Toth December 17, 2008 4254
44 Letter from Jarmuth December 23 19, 2008 4255
45 Emails Jarmuth, Toth, & Abel December 19, 2008 4257
46 Letter from Jarmuth January 26, 2009 4260
47 Emails Jarmuth & Abel February 17, 2009 4261
48 Emails Jarmuth & Abel regarding February 17 / 18 2009 4263
49 Emails Jarmuth & Abel February 18, 2009 4267
50 Email from Abel February 18, 2009....4271
51 Letter from Jarmuth February 20, 2009 4272
52 Email from Larry Sherman March 16, 2009....4276
53 Email from Jarmuth April 28, 2009 4277
54 Quit Claim Deed from D.R. Horton, Inc.June 19, 2009 4279
55 Email from HOA June 22, 2009 4282
58 Jarmuth's ARB Application July 21, 2009....4283
59 Disapproved dated August 5, 2009 - swing set....4293
60 Email from John White August 22, 2009....4294
61 Horry County Letter August 24, 2009 4295
62 HOA Check #2469 October 15, 2009....4298
63 SC Human Affairs Letter....4299
70 HOA Notice of Special Meeting April 6, 2010....4304
72 HOA Board Minutes April 19, 2010....4306
75 HOA Friday Facts April 23,13 2010....4309
76 Landscaping Mitigation Agreement....4312
77 HOA Board Minutes May 5, 2010....4316
79 HOA Check #2732 dated June 10, 2010 4326
80 Architectural Guidelines July 2010....4327
81 HOA Board Minutes August 11, 2010....4337
82 Violation Notice from DiehlSeptember 27, 2010 4338
83 Jarmuth ARB Application September 30, 17 2010 4340
84 ARB Meeting Minutes - October 5,21 2010....4350
85 Approval from ARB - flower bed & edging October 8, 2010 4352
86 Disapproved from the ARB - vinyl fence dated October 8, 2010 4353
87 Letter from Jarmuth to HOA Board October 13, 2010 4354
88 ARB Meeting Minutes - December 7, 2010 4358
89 HOA Parking Rules 2011 dated July 1, 2011 4360
91 HOA Board Minutes July 25, 2011 4363
92 Horry County Planning & Zoning Letter September 13, 2011 4366
94 Architectural Guidelines November 2011 4367
95 Jarmuth ARB Request February 27, 2012 4376
96 Diehl Email March 5, 2012....4381
97 Diehl Letter March 16, 2012 4384
99 Golf Course Financial Summary December 17, 2010....4385
100 Golf Course Financial Summary August 2013....4396
101 Glens Condo Financial Summary August 2013 4398
102 Golf Course Accounting Records 4400
105 SC HOA Incorporation Documents 4402
106 SC HOA Incorporation Documents (Web)....4404

107 Butryn Motiont to Intervene in Golf Course case....4406
108 SC HOA Incorporation Documents (Duplicate of 105)....4411
Poster A Plat 158 at 155 4413
Poster B Plat Lantana (Planning Commission) 4414
Poster C Plat 160 at 79 4415
Poster D Plat 169 at 115 4416
Poster E Plat 171 at 149 4417
Poster F Plat 181 at 89 4418
Poster G Plat 189 at 154 4419
Poster H Plat 237 at 296 4420
Poster I International Club Tax Map....4421
Poster J Maps....4422

61. August 20, 2012 Plaintiff's Post Trial Brief Supporting Proposed Order 4425

62. Certificate of Appellant 4649
63. Proof of Service 4650

better disease resistance than annual ryegrass. It is not recommended as a permanent lawn, however, because of its susceptibility to diseases in hot weather. Ryegrasses should only be used in South Carolina for overseeding in the fall.

SEEDBED PREPARATION

It is important to prepare the turfgrass for winter. As temperatures begin to drop in the fall, water demands of turfgrass decrease. Take care not to over water, as disease problems may increase. Remove any excess thatch so the seed can make good contact with the soil. A heavily thatched lawn tends to result in irregular patches of overseeded grass. Dethatching by verticutting or aerifying will assist overseeding heavily thatched lawns. If core aeration is necessary, overseed thirty days after aeration to allow the holes time to heal and provide an even turf in the winter. Dethatching by verticutting should be performed just prior to overseeding. Mow the lawn closely, catching all clippings or raking afterwards.

TIMING

Overseeding should be done when the days are warm enough for the seed to grow and the nights are cool enough to reduce the incidence of disease. Thirty days before the first frost, when daytime highs are near 70 °F and nighttime lows are usually above 50 °F, is generally a good time to overseed. This usually corresponds to mid-September in the Upstate and late September in the Midlands and Coastal regions.

ESTABLISHMENT

Apply 10 pounds of annual ryegrass seed per 1,000 square feet, and 5 to 15 pounds of perennial ryegrass per 1,000 square feet. Use the higher rate if thicker stands of green grass are desired. Sow half the seed in one direction and the other half in a direction perpendicular to the first. This method will help establish a uniform stand of turf. Use fungicide-treated seed to reduce the chances of disease. After seeding, rake the ground with a broom to ensure the seed makes contact with the soil.

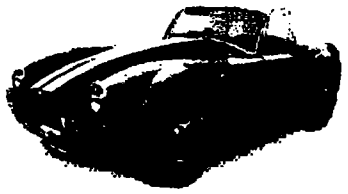
Water the lawn lightly two or three times daily until the seeds germinate. Do not over water, as this will wash seed away and encourage disease development. When the lawn is established, and has been mowed several times, water only as necessary to prevent ryegrass wilt.

MAINTENANCE

An established winter lawn requires the same maintenance as a permanent lawn. Mow when the grass is tall enough to cut, about 1 to 2 inches. Mow to 1 to 1½ inches thereafter whenever the grass reaches 2 to 2½ inches. Make sure the mower blade is sharp to prevent ripping of the ryegrass. If ryegrass is properly fertilized, weekly mowing may be necessary.

After the second mowing, apply one-half pound of nitrogen per 1000 square feet using a complete fertilizer, such as 16-4-8, 10-10-10 or others. Apply complete, quick-release nitrogen in late winter or early spring. Pythium blight disease can be a problem on over watered, over fertilized ryegrass, especially during warm, humid weather.

It is also a good time to re-mulch the planting beds. If you mulch with the same type of mulch, approval from the Architectural Review Board (ARB) is not necessary. However, you wish to change the type of mulch, please submit to the ARB for approval.



ABIDING BY THE SPEED LIMIT

The Association continues to receive complaints regarding speeding in the community. It is imperative that everyone abide by the speed limit for the safety of everyone in the community.

Please report speeding violations to the association if you know the address of the violating vehicle. Management will then address this situation with the individual in violation.



MANAGEMENT COMPANY INFORMATION

K. A. Diehl & Associates, Inc.
11740 Hwy 17 Bypass South
Murrells Inlet, SC 29576
Beckie Abel.....beckie.abel@kadiehl.com
Julie Case .....julie.case@kadiehl.com
Direct Line 843-652-2163
Direct Fax 843-652-2183

367

KA DIEHL & ASSOCIATES

ASSOCIATION MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January, 2009, by and between **THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation organized and existing under the laws of South Carolina, hereinafter referred to as the **"ASSOCIATION"** and **K. A. DIEHL & ASSOCIATES, INC.**, a corporation organized and existing under the laws of South Carolina, hereinafter referred to as the **"MANAGER"**,

WITNESSETH

WHEREAS, ASSOCIATION, a corporation consisting of all the owners of lots in an Association known as **THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the **"ASSOCIATION"** is vested with certain powers and charged with certain duties relative to the operation of the **ASSOCIATION**; and.

WHEREAS, ASSOCIATION consists of dwellings, common elements, property and improvements more particularly described in the Declaration of Covenants & Restrictions; and

WHEREAS, the complexity and burden of the duties and the responsibilities of **ASSOCIATION** under the Declaration of Covenants & Restrictions of **ASSOCIATION** require the employment of a **MANAGER**; and

WHEREAS, the orderly and uniform administration, operation, maintenance and management of **ASSOCIATION** is necessary and essential for the promotion and preservation of **ASSOCIATION** form of ownership and for the protection of property values therein;

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the parties agree as follows:

I. **EMPLOYMENT**. **ASSOCIATION** hereby appoints **MANAGER** and **MANAGER** hereby accepts appointment on the terms, covenants and conditions provided herein, as the exclusive managing agent of **ASSOCIATION** located in Horry County, South Carolina, together with any common elements and with such other Units and common elements as may be added from time to time.

1.1 The **ASSOCIATION** recognizes the importance and value of the **MANAGER** 's employees to their business and agrees to refrain from hiring, directly or indirectly, any person(s) who is or was employed by the **MANAGER** during the term of this agreement and for two years following the termination of this agreement without first obtaining written consent of the **MANAGER**.

1.2 The **ASSOCIATION** acknowledges that during their relationship with the **MANAGER**, each Board Member will acquire knowledge of organizational and operational methods and other information concerning the unique and distinctive elements comprising the **MANAGER'S** business and agrees to maintain this knowledge in a confidential manner. The Board agrees to refrain from hiring, directly or indirectly, any board member(s) who is or was on the board of the **ASSOCIATION** during the term of this agreement and for two years following the termination of this agreement without first obtaining written consent of the **MANAGER**.

II. **SUPPLYING GOODS AND SERVICES**

2.1 **MANAGER** may provide or cause to be provided swimming pool chemicals and supplies as are necessary to assist the proper operation of **ASSOCIATION'S** swimming pool and related facilities. **MANAGER** may also provide or cause to be provided janitorial supplies for **ASSOCIATION'S** common elements. All goods and services related to this section will be reimbursed by the Association as outlined in Article V.

2.2 **MANAGER** may provide or cause to be provided an on-site maintenance staff as requested and approved by **Board**, for such purposes as may be necessary or appropriate to carry out the maintenance responsibilities of **ASSOCIATION**. The fee for the staff, including all costs of employment, salary, liability and workers compensation insurance, health benefits, life insurance, payroll administration expenses and uniforms shall be paid to **MANAGER** by **ASSOCIATION**. Due to the unpredictable and volatile pricing structure of workers compensation, group health insurance, and other payroll related expenses, **MANAGER** cannot accurately predict any changes for these items during the term of this Agreement. Should any of the costs for these items change during the term of this Agreement, the amount charged to **ASSOCIATION** in this section shall be adjusted accordingly.

2.3 **MANAGER** discloses to **ASSOCIATION** that by virtue of **MANAGER'S** services to other similar associations, **MANAGER** is occasionally able to obtain discounts by dealing on a volume basis with suppliers, subcontractors and laborers. Any deviation from the budget for goods or services provided by **MANAGER** must have prior approval of **Board** before the rendering by **MANAGER**. However, in the event of an emergency, **MANAGER** is authorized to act in its sole discretion. **MANAGER** agrees not to charge any undisclosed fees.

III. **TERM.**

3.1 The term of this Agreement shall remain in full force for an initial period of one (1) year commencing January 1, 2009 and continuing through December 31, 2009 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for a period of one (1) year (the "Renewal Term"). Either party may terminate this Agreement, by providing written notice of such termination to the other party at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Either party may terminate this Agreement during the Initial Term or any Renewal Term only with cause hereto as described in ARTICLE IV.

3.2 **ASSOCIATION** shall be responsible for payment of all compensation due **MANAGER** through the effective date of any cancellation, unless cancelled with documented cause.

IV. **DEFAULT.**

4.1 **By ASSOCIATION.** If **ASSOCIATION** shall interfere with **MANAGER** in the performance of its duties or if **ASSOCIATION** shall fail to promptly do any of the things required of it, **MANAGER** may declare this Agreement to be in default after giving sixty (60) days written notice to any member of **Board**. Upon default, **MANAGER** may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against **ASSOCIATION** for damages, specific performance or such other rights and remedies as it may have. All of such rights of **MANAGER** upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

4.2 **By MANAGER.**

A. Failure by **MANAGER** to substantially perform its duties and obligations under this Agreement for a continuous period of sixty (60) days after receipt of the written notice of default from **ASSOCIATION**, specifying same .

B. This Agreement may be terminated by the **ASSOCIATION** in the event **MANAGER** is found to be in default of any provisions of this Agreement and **MANAGER** fails to cure the default as provided herein. In the event of a default, the **ASSOCIATION**, through its' Board, shall notify **MANAGER** in writing of the default, and **MANAGER** shall have sixty (60) days to cure the default. In the event **MANAGER** fails to cure the default, and the default is of such a nature that the cure is within the control of **MANAGER**, the **ASSOCIATION** may terminate this Agreement, and the termination shall be effective immediately upon receipt of such notice by **MANAGER** that the default complained of, shall be grounds for **ASSOCIATION'S** termination of this Agreement.

4.3 Upon termination of this Agreement, **MANAGER** shall promptly account for and deliver to **ASSOCIATION**, or such person or entity designated, all revenues, receipts, materials, supplies, equipment, keys, contracts, documents, files books and records (including electronic media) pertaining to this Agreement and the management, operation and maintenance of **ASSOCIATION**. Further, **MANAGER** shall assign all existing contracts relating to **ASSOCIATION** to **ASSOCIATION**, or such person or entity designated; take such action as is reasonably required to effect an orderly termination of services; and, provide a final accounting of **ASSOCIATION** operations and finances within thirty (30) days following the end of the month in which the termination was effective

V. MANAGER'S COMPENSATION.

5.1 **ASSOCIATION** agrees to pay all reasonable costs and expenses incurred by **MANAGER** in the performance of its duties, and agrees to pay **MANAGER** a fee in the amount of ($3,350.00) per month payable in advance. This Agreement is subject to a two and one half (2.5%) percent annual increase on the monthly price above. In addition to the above compensation, any goods and services provided by **MANAGER** under Section 5.2 shall be due **MANAGER** as the terms set forth. For additional services rendered under Sections 5.2 Special Services, a fee of $75.00 per hour will be due **MANAGER**. **MANAGER** will be responsible for notifying **Board** or an officer when any additional service or compensation is necessary. The management fee is due and payable on or before the tenth day of each month. A late fee of one and one-half percent (1.5%) per month, eighteen percent (18%) annually, shall be added to any fee or fees due and remaining unpaid by the end of the month in which the service is rendered. This late fee shall continue to accrue on any portion of an outstanding balance, on a daily basis, due until the balance is paid current.

5.2 **ADMINISTRATIVE CHARGES** provides an itemization and explanation of administrative charges, which may be incurred by **MANAGER** in the performance of his duties. All charges are made only as services or materials are rendered. The charges reflected below are subject to adjustment by **MANAGER** upon thirty (30) days' notice to **ASSOCIATION**.

PHOTO COPIES:

ASSOCIATION is assigned an individual account number that must be entered before copies can be made. The copy machine tabulates the number of copies for **ASSOCIATION** on a monthly basis. The reimbursable rate for all photocopies is $.15 per copy for black and white and $.35 per copy for color. This reimbursable rate also applies to each original word processor printed page.

LONG DISTANCE TELEPHONE CHARGES:

ASSOCIATION is assigned an individual account number that must be entered before long distance telephone calls can be made. **MANAGER'S** telephone long distance carrier allocates the entire monthly telephone bill by account number. The reimbursable rate is the cost charged by the service provider.

POSTAGE, DELIVERY AND FREIGHT:

ASSOCIATION is assigned an individual account number that must be entered before postage can be obtained. The postage machine tabulates the amount of postage for **ASSOCIATION** on a monthly basis. **ASSOCIATION'S** reimbursable rate is the cost of charged by the service provider plus $0.02. For large volume mailings, **KA DIEHL** may utilize its bulk mailing permit and bill **ASSOCIATION** at the billing rate incurred plus $0.02. With regard to "postage paid" return items such as proxy cards, response envelopes, etc., **ASSOCIATION'S** reimbursable rate is the cost charged by the US Postal Service plus $0.02

OFFICE SUPPLIES:

ASSOCIATION office supplies are purchased in the name of **ASSOCIATION** whenever possible. All regularly and frequently used office supplies will be purchased, in bulk, by **MANAGER** and **ASSOCIATION'S** reimbursable rate will be equivalent to **MANAGER'S** cost, billed on an as utilized basis.

TELEFAX:

ASSOCIATION is assigned an individual account number that must be entered before a fax can be transmitted so long distance faxes will be charged the cost of the fax plus $0.05 per page.

WEBSITE:

ASSOCIATION is assigned a webpage through the **MANAGER'S** company site. Each homeowner will have access to account balances, pay on line options, review account history including violations and **ASSOCIATION** notices and have ability to vote on line as necessary. The one time set up charge for this site is waved. There is a $100 monthly charge in addition to the management fee in Section IV of this contract. All notices, mailings including proxy mailing and online voting will be done through this site and thus significantly reduce the printing and postage expense to the **ASSOCIATION**.

FINANCIAL REPORTS AND ASSESSMENT PAYMENT COUPONS:

ASSOCIATION'S reimbursable rate for computer generated original reports, including the Monthly Financial Reports, including the General Ledger Detail, Paid Voucher Report, Accounts Receivable Report is $.12 per page.

ASSOCIATION is responsible for all costs of assessment coupons, including the return mail envelope. This applies to the regular assessment coupons, any special assessment coupons, annual insurance payment coupons as well as any replacement coupons issued at an owner's request or resulting from a resale or other transfer cost of said coupon books is $3.25 per book

COLLECTION ADMINISTRATION:

MANAGER shall prepare notices of past due assessments, collection letters, demand letters and provide **ASSOCIATION** legal counsel with ongoing information about the status of delinquent owner accounts. **ASSOCIATION** recognizes and agrees that all such efforts to facilitate the collection of delinquent assessments are time consuming and an additional expense for **MANAGER**. To help offset the costs of collection of delinquent assessments due **ASSOCIATION**, **MANAGER** is entitled to charge each delinquent owner a collection fee of $10.00 per notice given the delinquent owner. The payment of such fee is the responsibility of the owner and not the **ASSOCIATION**.

CERTIFICATE OF ASSESSMENT & TRANSFER FEE:

MANAGER shall prepare a certificate of assessment, as an extraordinary and special service for a selling owner, to comply with the requests of the lending agencies, closing attorneys and/or the title insurance companies detailing the status of the assessment account of the Unit owner at the time of closing. The charge for this service is $100.00 payable at the time of the requested information. The payment of such fee is the responsibility of the owner and not the **ASSOCIATION**.

RE-SALE DISCLOSURE FORM:

MANAGER shall complete disclosure forms requested by a lender as part of its lender's financing package for a fee of $100.00 payable by the lender.

RETURNED CHECK PROCESSING CHARGE:

MANAGER shall charge an owner a fee of $36.00 for the processing of checks that are returned to **MANAGER** unpaid.

PAYROLL ADMINISTRATION:

Any site-based staff required by **ASSOCIATION** will be provided to **ASSOCIATION**. **MANAGER** will be responsible for advertising, pre-employment testing, benefits administration, and payroll administration for this staff as well as Wage and Hour reporting and EEOC claims administration. For this service **MANAGER** will charge a fee of twelve (12%) percent of the employee's base pay or hourly rate.

SPECIAL SERVICES:

The Association may request and **MANAGER** may provide additional or expanded services beyond the services outlined in the Agreement and not included in the compensation limits of the contract. Examples of special services are outlined below. The fee for these services shall be at an hourly rate of $75.00. Special services will not be performed until approved by the Board.

1. Participation in legal action initiated by or against the association which is outside the normal daily operations of the association, including attendance at court hearings, depositions, meetings and correspondence.

2. Insurance claim administration on cases involving property damage and personal injury items covered under the association's policy in excess of $1,000. Administrative charges by the **MANAGER** under this provision are charges incurred after the initial claim filing and shall accordingly be submitted with the claim.

3. Negotiations and claims of a protracted nature arising from warranty claims for work by the developer and/or performed by any contractor prior to the date of this agreement, including but not limited to FRT issues.

4. Consulting and administering requirements of the FHA, Fannie Mae and other approvals needed for financing.

5. Any capital projects such as roofing, siding, painting, seal coating, etc., which would require the complete attention of the manager or management staff.

5.3. In addition to the fees outlined in this section for services rendered; **MANAGER** may also receive compensation for their role in providing, investment and finance products, insurance products or services and other general services to **ASSOCIATION** pursuant to a direct or indirect affiliation with an organization. These fees are NOT in addition to those presented by the organization, in no way affect the pricing of the product or service and are included in the overall contracted service by **ASSOCIATION**. The partnerships created by **MANAGER** create a direct benefit to the Association and in no way distort or interfere with the competitive bidding process. All final decisions on products presented rest with the Board of **ASSOCIATION**

VI. EXCULPATION.

6.1 **MANAGER** shall not be liable to **ASSOCIATION** and/or its unit owners for any loss or damage caused by acts of **MANAGER** unless said acts constitute gross negligence or willful misconduct. **ASSOCIATION** and its unit owners agree to defend, protect, indemnify and save harmless **MANAGER** from any such liability for damages, costs and expenses arising from injury to any person or persons or damage to any property in, about and in connection with **ASSOCIATION**, its common elements and dwellings from any other cause whatsoever, unless such injury or damage shall be caused by **MANAGER'S** gross negligence or willful misconduct. **ASSOCIATION** agrees to include **MANAGER** as a named insured on all **ASSOCIATION** liability insurance policies.

6.2 **MANAGER** assumes no liability whatsoever for any acts or omissions of **Board, ASSOCIATION**, any previous Boards, current or previous unit owners, previous managing agents or their agents. **MANAGER** assumes no liability for any failure of or default by any unit owners in the payment of any assessment due **ASSOCIATION** or in the performance of any obligations owed by the unit owner to **ASSOCIATION**. **MANAGER** assumes no liability whatsoever for any failure of or default by concessionaires in any rental or other payment to **ASSOCIATION**. Further, **MANAGER** does not assume any liability for violations of environmental or other regulations by **ASSOCIATION**. **MANAGER** shall advise **ASSOCIATION** in writing of any regulatory violations or hazards discovered during the term of this Agreement, and **ASSOCIATION** shall promptly cure them.

6.3 **MANAGER** shall be named insured as their interests apply on the **ASSOCIATION'S** insurance policies, including but not limited to, Property/Liability policy, Directors and Officers Liability policy, Fidelity Bond and Umbrella.

6.4 All exculpation and indemnity provisions contained in this Agreement shall survive any termination of this Agreement.

VII. MANAGER AS MANAGING AGENT or AGENT OF ASSOCIATION

7.1. Everything done by **MANAGER** under the provisions of ADDENDUM B shall be done as Managing Agent for the **ASSOCIATION** and any and all obligations or expenses incurred there under shall be for the account, on behalf, and at the expense of the **ASSOCIATION**. Any payments to be made by **MANAGER** hereunder shall be made out of the accounts of the **ASSOCIATION**. **MANAGER** shall not be obligated to make any advance to the account of the **ASSOCIATION** or to pay any sum on their behalf, nor shall **MANAGER** be obligated to incur any liability or obligation under this Agreement without assurance that the necessary funds for the discharge thereof will be provided.

VIII. GENERAL

8.1 This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties hereto, their successors and assigns.

8.2 This Agreement shall constitute the entire Agreement among the contracting parties and no variance or modification thereof shall be valid and enforceable except in writing. Any subsequent change in this agreement which might alter the **MANAGERS'** responsibilities or rights as defined in this agreement shall require prior approval by **MANAGER**.

8.3 **MANAGER**, through its in-house Insurance Brokerage Consultant will provide insurance brokerage and consulting services to **ASSOCIATION** to maximize savings on insurance premiums. **MANAGER'S** Insurance Brokerage Consultant utilizes their specialized expertise in Community Association Insurance by obtaining quotes from the highest rated insurance companies in the country on behalf of the **ASSOCIATION**. **MANAGER**, through Insurance Consultant, we will review the insurance specifications outlined in the documents, create submissions and solicit quotes, review all quotes received and present to **ASSOCIATION** Board for final approval.

8.4 **MANAGER**, through its involvement with continuing education and commitment to the Community Association Industry is requiring that, during the term of this Agreement, **ASSOCIATION** or **ASSOCIAITION** Board Members shall maintain a membership in the local chapter of CAI (Community Association Institute). Membership will be paid by the **ASSOCIAITION**.

8.5 Notice hereunder shall be valid if in writing and sent by registered or certified mail, if to the **ASSOCIATION**, to the Property, and if to the **MANAGER** to, 11740 Highway 17 Bypass South, Murrells Inlet, South Carolina, 29576 or to such other addresses as shall from time to time be designated by either party by appropriate notice.

8.6 The **MANAGER** reserves the right to affix an (8" x 20") "Professionally Managed by....." sign to the existing **ASSOCIATION** signs. Said signs shall conform to the **ASSOCIATION** 's architectural standards and colors.

8.7 This agreement was executed in the State of South Carolina and shall be interpreted according to the laws of the State of South Carolina.

IX. SEVERABILITY.

9.1. If any section, subsection, sentence, clause, phrase or word of this Agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portion of this Agreement, and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be valid as if such excluded parts had never been included herein.

This Agreement shall inure to the benefit of and constitute a binding obligation upon **MANAGER, ASSOCIATION** and **Board**, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first above written.

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION , INC.

WITNESS:

By: _____
Rosemary Tosh, President

WITNESS:

K. A. DIEHL & ASSOCIATES, INC.

By: _____
Robert E. Barlow, Jr., President

ASSOCIATION SERVICES

ADDENDUM B
DUTIES OF MANAGER

MANAGER shall render services and perform duties consistent with all applicable and relevant policies, directives, rules, regulations and by-laws, covenants and restrictions and procedures of the **ASSOCIATION** and consistent with such budgetary limitations as may be imposed by the **ASSOCIATION**, as follows:

A. *FINANCIAL SERVICES*

1. ASSESSMENTS:

a. Receive all assessment payments and other charges utilizing a monthly mailing coupon; no cash will be accepted on behalf of the **ASSOCIATION**.

b. Deposit all receipts in a segregated account, in the name of the **ASSOCIATION**, at a financial institution recommended by KA Diehl & Associates

c. Maintain a computerized monthly record of assessment billings, late fees, adjustments and payments received.

d. Prepare a delinquency listing at the end of each month.

e. Assist in the development and enforcement of a delinquency procedure.

f. Administer the established delinquency procedure by charging the appropriate late charge and issue late letters in accordance with the Federal Fair Debt Collection Act on behalf of the **ASSOCIATION.**

g. Cooperate with legal counsel on collection matters.

2. DISBURSEMENT PROCEDURES:

a. Receive, review and approve invoices on behalf of the **ASSOCIATION.**

b. Prepare and disburse checks for payment of approved expenses from **ASSOCIATION** accounts. Inspect and/or verify to the best of the **MANAGER'S** ability, that all work performed by the contractors has been satisfactorily performed before payment is made.

c. Maintain monthly disbursement files, which include copies of all invoices with copies of all checks and the check registers.

d. Issue all necessary forms consistent with Internal Revenue Service guidelines.

3. AUDIT AND TAX RETURN:

a. Contract with an independent certified public accountant on behalf of the **ASSOCIATION** to prepare an annual certified audit of the **ASSOCIATION** books and records and Income Tax return.

b. Assist the certified public accountant in the preparation of all tax returns during the audit process.

c. Review and make recommended adjustment to the **ASSOCIATION** records as outlined in the audit.

4. **FINANCIAL REPORTS:**

a. Prepare and maintain all records necessary to produce the monthly financial report which includes the following:

1. Balance sheet
2. Repair and Replacement Fund Summary
3. Statement of Revenue & Expense Operating - Current Month
4. Statement of Revenue & Expense Operating - Year-to-Date
5. Statement of Revenue & Expense Reserve - Year-to-Date
6. Aged Accounts Receivable Report
7. Check Register
8. Bank Statement (s)

Note: Statements/Reports will be prepared by the 25th of the month following the month reporting

5. **BUDGET PREPARATION:**

a. Prepare the initial draft of the annual budget at lease 90 days prior to commencement of the fiscal year.

b. Distribute the final budget to all owners at least 30 days prior to the commencement of the fiscal year, or as outlined in the documents.

6. **RESERVE FUNDING:**

a. KA Diehl has partnered with local banks and investments firms to provide investment services for the reserve funds to maximize earning.

b. Reserve funds are maintained in an interest bearing account based upon the major repair and replacement fund report prepared by an engineering firm.

c. Through these institutions we coordinate the recommendations of the finance committee and the Board in investing the Reserve Funds.

7. **FIDELITY BOND:**

The insurance should be a minimum of an amount equal to three (3) months collections plus the total of all reserve funds or as required by FNMA. **MANAGER** will be added as an additional insured to the **ASSOCIATION** fidelity bond.

B. ***COMMON AREA SERVICES***

1. **MAINTENANCE:**

Receive maintenance request from residents or Board and process work orders through computerized maintenance work order program; acknowledge written requests, and maintain complete log. Review and approve hours spent per work order; track requests through completion and report to the Board on a monthly basis all costs and open work orders.

2. **OUTSIDE CONTRACTORS:**

a. Initiate a competitive bidding process for services where the cost exceeds $2,000.00. **MANAGER** will solicit at least three (3) bids for maintenance and service contracts and present them to the Board with recommendations

b. Assist the Board in the preparation of bid specifications and distribute to potential pre approved bidders.

c. Submit recommendations regarding the bids received, check references and recommend action for approval by the Board.

3. **COMMON AREA CONTRACT SERVICES:**

a. Monitor the performance of contractors who provide services for landscaping, maintenance, and trash removal and report to the Board any occurrences that are in violation of contracted services.

b. Recommend and assist in the selection of contractor, **MANAGER'S** pre approved vendor list and finalize contracts with all contractors selected by the Board.

c. All contracts shall be executed by the President of the **ASSOCIATION,** using the **MANAGERS** "Universal Contract Format", unless there is any emergency or unless **MANAGER** is specifically directed by resolution to execute contracts on behalf of the **ASSOCIATION.**

4. **PROPERTY INSPECTIONS:**

a. Conduct inspections of the property, a minimum of one (1) inspections per week to ensure architectural harmony and compliance with all **ASSOCIATION** rules and regulations.

b. Provide a monthly report to the board listing items which come to the attention of the **MANAGER** as a result of such inspections.

c. Conduct a comprehensive inspection of the property with the Board of Directors and file report, annually.

5. **EMERGENCY SERVICE:**

a. Maintain a twenty-four (24) hour, seven (7) day a week emergency response service.

C. ***GENERAL ADMINISTRATION***

1. **COMMUNICATIONS AND CORRESPONDENCE:**

a. Advise the Board of new trends and laws pertaining to community **ASSOCIATION'S.**

b. Maintain correspondence dealing with business matters of the **ASSOCIATION** and its residents, contractors or agents.

c. Coordinate the mailing and distribution of notices to all unit owners and residents as required.

d. **MANAGER** shall assist the officers and Board in maintaining **ASSOCIATION'S** minute book, membership list, and other records required to be kept by **ASSOCIATION.** Such records shall be kept by **MANAGER** and shall be available for use and inspection by **ASSOCIATION** during normal business hours.

e. **MANAGER** shall assist the appointed committee in preparing and distributing newsletters to the general membership relating to affairs of **ASSOCIATION.**

f. Communication between the Board and **MANAGER** will be through a designated liaison, preferably the President.

2. **INSURANCE ADMINISTRATION:**

a. KA Diehl has partnered with an Insurance Brokerage to provide insurance brokerage services to maximize savings on insurance premiums by utilizing their specialized expertise in community **ASSOCIATION** insurance and obtaining quotes from the highest rated insurance companies in the country on behalf of the **ASSOCIATION**.

b. In conjunction with our in house Insurance Consultant, we will review the insurance specifications outlined in the documents, create submissions and solicit quotes, review all quotes received and present for Board approval.

c. Assemble information to establish an **ASSOCIATION** claim in response to any circumstance covered under the policy and to maintain protection of property.

3. **RECORD KEEPING:**

Maintain a complete set of files and records including the following where applicable:

a. Individual Unit Files
b. Association Documents
c. Amendments to the Declaration
d. Rules and Regulations
e. Policies and Resolutions
f. Current Contracts
g. Insurance Policies and Quotes
h. Financial Statements
i. Minute Book and Corporate Seal
j. Board Agendas
k. Plot plans
l. Property Inventory
m. List of Contractors
n. Specifications and Guidelines for Architectural Requests
o. Current Resident List

4. **RECORD STORAGE:**

If requested, permanent records which are older than three years and other materials or records will be stored by the **MANAGER** for an annual fee charged to **ASSOCIATION**. The **ASSOCIATION** recognizes that its records are not kept in a fireproof environment and could be subject to loss or damage.

5. **MEETINGS:**

a. Supervise and assist in the annual election meeting of the **ASSOCIATION**. Prepare all election material, proxies, ballots and notices.

b. Attend four (4) regular meetings of the **ASSOCIATION** as established. Additional meeting attendance beyond those designated shall be charged as outlined in Section V of this agreement.

c. Distribute to the Board in advance of the meeting, the agenda as established by the President, along with any materials which will support in the facilitation of those meetings.

6. **RE-SALE CERTIFICATION:**

MANAGER shall be responsible for all administrative work required to process transfers of unit ownership, including assessment payment information for title closing agents, needed information to lending institutions, and permanent files on new owners. **MANAGER** charges a reasonable fee as set forth in Section V of this

Agreement for its efforts to provide these services. Such fee is an expense of the party requesting such service and not the responsibility of **ASSOCIATION.**

7. **PROFESSIONAL CONSULTANTS:**

MANAGER, at the expense of **ASSOCIATION,** shall retain and employ attorneys at law, accountants, engineers, architects and such other experts and professionals whose services are reasonably required by **MANAGER** to effectively perform its duties and exercise its powers hereunder.

8. **OPERATION PROCEDURES:**

Assist the Board in developing a permanent file for the **ASSOCIATION** relating to specifications on paint colors, roof type, electrical replacement, building exteriors, recreational facilities and policy guidelines dealing with financial and maintenance affecting common areas.

D. ***ARCHITECTURAL CONTROL AND REVIEW***

1. **STANDARDS:**

a. Review the **ASSOCIATION'S** protective covenants, rules and regulations pertaining to common area.

b. Provide a list of any violations and make recommendations as to corrective actions.

c. Assist the Board in maintaining the overall preservation of the community so as to protect the property values of the **ASSOCIATION** members.

2. **RULES ADMINISTRATION:**

a. Receive, in writing, all complaints regarding violation of the covenants of the **ASSOCIATION.**

b. Inform, in writing and as outlined in the established policies of the **ASSOCIATION,** any resident who is in violation of the protective covenants, rules or regulations.

c. Recommend action in the administration and enforcement of fines, legal action, etc. with regard to infractions of the rules.

3. **RULES DEVELOPMENT:**

a. Assist and recommend in the on-going development of rules and Regulations of the **ASSOCIATION.**

b. Advise and direct the Board as to their responsibilities regarding enforcement and administrate same.

c. Inform the Board of any significant legislation or court decisions which may affect any of the established rules and regulations of the **ASSOCIATION.**

13K
Intl Club

368

Amazing Blades
LANDSCAPING
843-652-LAWN | MURRELLS INLET

Grounds Maintenance Agreement
International Club Home Owners Association

Contractor proposes to furnish materials and labor in accordance with the Agreement for the sum of **$77,395.00** yearly or **$6,449.58** per month payable by the 5th day of each month following the month of the Agreed Service. The Association agrees to employ the Contractor as the exclusive grounds maintenance agent for the period of two years. The Association agrees to give the Contractor thirty (30) days written notice prior to termination of the above agreement. We are using the International Club Landscape Maintenance Specifications as the contract.

The parties hereto have executed this Agreement this 22nd day of Dec, 2008.

International Club Home Owners Association
By: [signature]
President

Amazing Blades Landscaping, Inc.
By: Robbie Loud [signature]

P.O. BOX 1933 | MURRELLS INLET, SC 29576
PH 843.652-6296 | FAX 843.652.3280
amazingblades@sc.rr.com

International Club, Murrells Inlet, South Carolina 29576

LANDSCAPE MAINTENANCE SPECIFICATIONS

International Club, Murrells Inlet, South Carolina 29576

I. GENERAL REQUIREMENTS

A. **Part of Contract:** This Landscape Maintenance Specification is a part of the contract for landscape maintenance services. Compliance with the requirements set forth in this specification is mandatory for the maintenance contractor. If any part of this specification is declared invalid for any reason, which invalidation shall apply only to that specific part declared invalid, it shall not nullify any of the requirements of any other part. In the event of question over applicability of any requirement, the requirement shall be assumed to apply, unless the owner provides a written clarification stating that it does not. All modifications to this specification must be in writing.

B. **Definitions:**
   1. The term "owner" refers to the person, partnership, corporation, or agency that contracted for the performance of the landscape maintenance work.
   2. The term "contractor" refers to the person, partnership, corporation, or agency that will perform the landscape maintenance work.
   3. The term "excluded damage" as used in this document shall refer to damage caused by vandalism, pedestrians, vehicles, animals (except insects and rodents), or other unusual factors. It does not include damage caused by the contractor's actions, lack of reasonable care, pest damage (such as insects), diseases, or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage, or irrigation malfunction. (It is assumed that most plants can survive for at least one week without irrigation, during which time any irrigation problems should become apparent to the contractor. Exceptions may be made if the owner's authorized representative determines that unusual circumstances contributed to a loss.)

C. **Insurance:** The contractor shall provide the owner's authorized represent- active with current Certificates of Insurance showing that the following requirements are met:
   1. Workman's compensation insurance.
   2. General liability insurance with an aggregate limit of not less than $1,000,000.
   3. Vehicle liability insurance with an aggregate limit of not less than $50,000. Insurance policies meeting these requirements shall remain in effect for the duration of the work. No payments to the contractor will be authorized unless current Certificates of Insurance have been filed with the owner's authorized representative.

D. **Contact Person:** The contractor shall provide the owner's authorized representative with a phone number where a message can be left for the contractor 24 hours a day. An answering machine connected to the contractor's normal phone line is an acceptable method of meeting this requirement. The contractor shall check for messages left at this phone number every 24 hours or less.

E. **Employees of the Contractor:**
   1. It is required that each employee that is working on the premises meets the following criteria:
   2. Be easily recognized as an employee of the contractor.
   3. A criminal history check is completed by South Carolina Law Enforcement Division (SLED).
   4. Employee must be a legal resident.

F. **Additional Work:** All requests for work that will require additional payment must be in writing. Contractor does not start work until the request for additional work has been approved in writing by the owner's authorized representative. Failure to obtain advance approval before starting the work may result in non-payment or delays in processing payment. Emergency repairs may be made without authorization when immediate repairs are necessary to protect the health, safety, or welfare of the public, or immediate repairs are needed to prevent additional property damage. In these situations, make immediate repairs as needed to protect the public or stabilize the situation and immediately notify the Owner's Representative. Additional payment for the work will be negotiated with the contractor by the owner's authorized representative. Unless otherwise noted, requests for work that qualifies for an additional payment must be made within two weeks of the time when the need for the work becomes apparent. Failure to notify the owner of the need for the work within two weeks of the need for the work becoming apparent will result in the requirement that the work be completed at the contractor's expense. For example if the owner's authorized representative notes damage (including missing or dead plants) to landscape features and the contractor does not submit a request for extra work within two weeks of the damage occurring, then the damage shall be corrected completely at the contractor's expense. The purpose of this requirement is to encourage the contractor to check for problems weekly and promptly report them so they can be corrected.

G. **Existing Conditions, Examination of Site:**

1. Within two weeks of the starting date for work under this contract, the contractor shall make a thorough examination of the current conditions at the site. As part of this examination, the contractor shall create an inventory list of the name and quantity of each plant in each planter and ~~confirm that the existing quantities in each planter meet or exceed those shown on any previous~~ plant inventories. The contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy, or otherwise are not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the owner's authorized representative. Upon confirmation of each item, the owner's authorized representative will either give the contractor written authorization to make the correction, or a written release from responsibility for the item.
2. By the act of submitting a bid on this work, the contractor shall be considered to have examined both the landscape and these specifications, and to have thoroughly familiarized himself/herself with the scope of the required work.

H. **Loss Prevention:** The owner may take any reasonable action necessary to control damage or protect the health, safety, and welfare of the public in the event of problems involving the landscape. Such action on the part of the owner shall not relieve the contractor of any responsibilities related to the problem.

I. **Safety:**

1. No part of this work shall be performed or installed in any location or manner which may endanger the health, safety, or welfare of the public now or in the future. Means, methods, techniques, sequencing, etc. are the sole responsibility of the contractor.
2. The contractor agrees that he/she shall assume sole and complete responsibility for his/her work, including safety of all persons and property; and that the contractor shall defend, indemnify, and hold the owner and tenants harmless from any and all liability, real or alleged, in connection with the contractor's performance of work on this project, excepting for liability arising from the sole negligence of the owner or tenants.

J. **Laws, Codes, and Ordinances:**

1. Any requirement of this specification which conflicts with or is in violation of any government rule, ordinance, regulation, etc. shall be void. The contractor shall notify the owner immediately of any such requirement found in this specification.

2. The contractor shall, throughout the course of this work, comply with all rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the contractor, and/or his/her employees.

II. SCOPE OF WORK

A. The contractor shall provide regular, weekly maintenance services as outlined in these Landscape Maintenance Specifications and the Weekly and Monthly Checklists for this project site.
B. The contractor shall examine the landscape, including irrigation, on a weekly basis, looking for problems or potential problems with the landscape.
C. The contractor shall provide at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Specification.
D. The contractor shall make minor replacements and repairs to the landscape facilities as part of the required weekly maintenance work. Major items needing replacement or repair shall be reported to the owner's representative within one week of occurrence. A minor item would be something that takes less than 15 minutes to repair by skilled workmen, using minimal replacement parts. Some specific guidelines for determining if an item is minor or major are given in the section pertaining to each item. The contractor shall be available to perform additional work related to the landscape maintenance as may be authorized in writing by the owner. Such work shall be non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification.
E. Any facilities or property damaged or destroyed as a result of the landscape maintenance contractor's operations at the site shall be repaired or replaced at the landscape maintenance contractor's expense.
F. The contractor shall take all reasonable precautions required to protect plants from abnormal temperatures.

III. CHECKLISTS

A. The WEEKLY LANDSCAPE MAINTENANCE CHECKLIST is made a part of this specification as if repeated in full here. The contractor shall review this checklist weekly and complete all applicable items on the list weekly.
B. The MONTHLY MAINTENANCE CHECKLIST is made a part of this specification as if repeated in full here. The contractor shall review this checklist monthly and complete all the applicable items listed for the current month prior to the end of the month. This checklist is to be used as a guide and reminder to perform these duties as required. The emphasis is placed on completing these tasks at the most advantageous time.

IV. CARE OF PLANTED AREAS

A. Trees:
1. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
2. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable, cost to be included as part of the regular maintenance.
3. Prune trees only in appropriate months as determined by an arborist. Prune in accordance with generally accepted standards for proper pruning.

4. Discard all tree trimmings off-site using a legal method.
5. Any tree found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. It is imperative for the contractor to communicate with the owner's representative to assure costs are directed correctly. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement trees shall equal in size to the originally installed tree at the time it was planted at the site. In no case shall replacement trees be less than 30 gallon. If the tree was a 45 gallon when originally planted the replacement shall be a 45 gallon size.
6. Replacement trees shall be approved for size and appearance by the owner's authorized representative prior to planting. Replacement trees shall be double staked with 2 inches (5 cm) diameter stakes unless otherwise approved by the owner's authorized representative. Place 6 slow-release fertilizer tablets in backfill material, evenly spaced around root ball, but not touching the root ball.
7. Remove tree stakes from trees when the trunks are larger than 2 inches (5 cm) caliper and the trees are able to support themselves. Remove stakes from site and dispose of by a legal method. Recycle used stakes if possible.
8. Once a year, prune all trees to encourage a high-branching structure. Remove all non-structural branches between the ground and a point half the tree's total height (for very tall trees don't remove branches higher than 20' [6 m] above the ground). Any exception must be approved by the owner's authorized representative.
9. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
10. A vertical clearance of 114 inches is required above all parking spaces. A vertical clearance of 80 inches is required above all walkways. Trim trees to remove all limbs within these areas.

B. **Shrubs and Vines:**
   1. Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
   2. Shrubs shall be pruned weekly only as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow un-pruned to their natural sizes!
   3. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous, hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed to do so in writing by the owner's authorized representative.

4. Allow shrubs three (3) months to rejuvenate following a hard frost prior to pruning or replacing.
5. Any shrub found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement shrubs shall be replaced as close as possible to existing shrubs.
6. Replacement shrubs shall be at least 18 inches (45 cm) in height when planted, unless otherwise approved by the owner's authorized representative. Place 2 slow-release fertilizer tablets in backfill material, 6 inches (15 cm) deep on opposite sides of the root ball, but not touching the root ball.
7. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between every three shrubs to minimize the possibility of spreading disease. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

C. Groundcover:

1. Groundcover shall be maintained in a healthy, vigorous growing condition.
2. Any groundcover found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement groundcover shall be planted at 8 inches (20 cm) spacing from flats to encourage quick coverage. Prior to planting replacement groundcover, the soil shall be tilled to a depth of 6 inches (15 cm) to prepare it for the new plants.
3. Keep groundcover trimmed back from sidewalks, curbs, and paved areas on a weekly basis. Do not create vertical edges when pruning groundcover. Cut the edges at an angle /—\ for a more natural appearance and healthier plants.
4. If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the owner's authorized representative to discuss options for redirecting the foot traffic. Consider installing pavers, stepping stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians. Provide costs for these options to the owner's authorized representative.

D. Fertilizer procedure:

1. Foliar applied fertilizer shall be water soluble and non- burning. Apply at manufacturer's maximum recommended concentration for plant type. Saturate the entire foliage of each plant with foliar spray until it runs off.
2. Granular fertilizer shall be applied at maximum label rate for plant type at a 90 day interval. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces.
3. When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants. It is recommended that granular fertilizers be applied to drip-irrigated areas only in early spring, just prior to a moderate rainfall. (If applicable)
4. Itemized receipts for fertilizer and other required soil amendments purchase (or for services of a fertilizer application company) must be submitted to the owner's authorized representative as proof

of application. The contractor shall submit the receipts together with the next regular billing. Failure to submit receipts may result in payment delays or partial payment. Receipts must show the name and phone number of the seller and the date of sale. Receipts must also be itemized, showing the total quantity and description of each item. Prices and unrelated purchases may be blacked out. It is essential that the owner receive the type of fertilizer formula used and date applied.

E. **Weed control:**

1. Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the contractor's option. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price for landscape maintenance. Regular maintenance of the mulch or decorative rock layer will help minimize weeds in shrub and groundcover areas.

F. **Pine Straw and/or Rock Layer:**

1. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.
2. Pine straw shall be applied on all beds twice in a one year; in early spring and again in the fall.
3. The contractor shall add additional pine straw and/or decorative rock regularly to maintain a layer no less than 2 inches (5 cm) deep at all times in shrub planters. Decomposition of pine straw is considered normal wear and tear and replacement of decomposed straw shall be made by the contractor as part of this contract. Pine straw and/or decorative rock is not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Note: only 2 inches (5 cm) of straw is required, however maintaining a deeper layer of mulch and/or decorative rock greatly reduces the labor and chemicals needed to control weeds, reduces water use, and helps the plants stay healthy.
4. Replacement of large amounts of mulch and/or decorative rock (over one cubic yard or 0.75 cubic meters) which has been stolen, vandalized, or washed away by a single storm will be paid as additional work. Submit a quote for the work as noted in the General Requirements section of these specifications.
5. Any pine straw or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
6. Pine straw and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash. When replacing existing pine straw, use a product that is similar in appearance to that already at the site.
7. In areas of the site where pine straw frequently washes away, submit a quote for replacement of the pine straw with decorative rock having a similar color.
8. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock is existing, the decorative rock used shall have a maximum diameter of 3/4 inch (2 cm) and a minimum diameter of 3/8 inch (1 cm). (If applicable)

G. **Lawns:**

1. Lawns shall be kept in a healthy, vigorous condition, free of disease and pests, except as noted below.
2. Lawn height shall not exceed 2 inches (5 cm) at any time.
3. Mow, edge and trim lawns weekly or as required to maintain an even, well-groomed appearance.

4. Remove visible lawn clippings and dispose of them off-site in a legal manner. The contractor is encouraged to use mulching mowers which cut clippings into small pieces that sift down into the lawn.
5. Weeds shall be controlled in lawn areas as noted above under the weed-control section.
6. Any lawn found to be dead or severely yellowed shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement sod shall be similar in all respects to the existing grass. Do not seed dead lawn areas, use sod only for replacement, unless directed, in writing, by the owner's authorized representative.

H. Fertilizer Product Specs:
1. See Lesco product labels. (attached)
2. Equivalent products may be used when approved by owners' representative.

V. IRRIGATION

A. Water Application & Scheduling:
1. It is the responsibility of the contractor to assure that all new plantings are provided efficient water.
2. Irrigation Maintenance and Repair will be handled separately when and after water rights have been resolved with the proper authorities.

VI. CLEAN UP AND LITTER REMOVAL

A. Sweep or blow-off all walks, curbs, and gutters weekly. Sweeping of parking lots is not part of this work unless noted otherwise in contract.
1. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site. Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. or at any other hours restricted by law. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law. All litter shall be removed from sidewalks, gutters, and all planted areas each week. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally.

B. In addition to removing all litter from sidewalks, gutters, and planted areas, the contractor shall remove and dispose of any large miscellaneous debris or trash in the parking lot. For the purpose of this contract, "large" shall mean items the size of a small beverage cup or larger. The intent of this requirement is that the contractor's workers should take sufficient pride in the appearance of the site that they would pick up any significant litter they come across at the site. Sweeping of the parking lots is not included in the landscape maintenance. All litter shall be removed from planter areas and sidewalks, regardless of the size of the litter.

VII. CHEMICALS, HERBICIDES, PESTICIDES

A. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations.

Registered chemicals shall be used only on the advice of a qualified, licensed if required, pest control advisor. Nothing in this specification shall be construed to be the advice of, or to substitute for the advice of, a pest control adviser.

B. Pesticides shall not be applied until proper notification has been given to the owner's representative of the area to be treated. Areas to be treated shall be blocked off and warning signs posted.
C. The landscape maintenance contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

VIII. COMMUNICATIONS AND REPORTS

A. Regular communication between the contractor and the owner's authorized representative is encouraged.
B. The contractor is encouraged to ask questions, rather than make assumptions.
C. As the landscape matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature they will require less fertilizer. Regular communication will eliminate most surprises to the owner of changing maintenance costs, which will vary as the landscape grows. Remember, all changes to these specifications must be approved in writing by the owner's authorized representative.
D. The contractor shall provide the owner's authorized representative with the name and phone number of the contractor's representative for this site. The contractor's representative shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's representative shall personally perform regular reviews of the contractor's work at the site.
E. The contractor shall turn in a copy of the Weekly Maintenance Checklist to the owner's authorized representative each week. The checklist copy shall have a check mark by all items completed at the site during the week by the contractor. Any items completed that are not on the checklist shall be noted on the back of the checklist. The checklist shall be dated and contain the name and signature of the contractor's representative for the work at this site.
F. The same procedure shall apply to the Monthly Check List.

IX. PERFOMANCE STATEMENT: The contractor must take over all requirements stated in this specification on January 1, 2009. Should the contractor not perform his duties within the scope of the contract, and after thirty (30) days he will be given a certified written letter from the owner stating the reason for termination. Effort to resolve any discrepancies in contractor's performance will continue until the International Club Board of Directors deem necessary to terminate contractor's services.

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.
SPECIAL MEETING

APRIL 19, 2010
6:00 P.M.

369

MINUTES

The Special Members Meeting for the International Club Homeowners Association was held at St. James High School located at 10800 Highway 707, Murrells Inlet, SC 29576 on April 19, 2010 at 6:00 P.M.

I. Call to Order
The hour having been reached for the stated Special Meeting for the International Club Homeowners' Association, Inc. was called to Order. As is the custom of the International Club, the chairman appointed Julie Case as the recording secretary for the meeting.

II. All Members in attendance were asked to please stand for the pledge of allegiance.

III. Welcoming Statement
Chairman Toth thanked all Members present for attending this informational Special Members Meeting.

IV. Introductions
Present from the Board of Directors were Rosemary Toth, President of the HOA Board of Directors and Chairperson of this meeting, Maureen Sullivan/Vice President, Bill Freiboth/Director at Large, John Bianchi/Treasurer and Camille Noonan/Secretary. Representative from Central Electric Power was Bill Rogers, who is Manager of Rights of Way and Bill Saunders, Representative of CEP. Also accompanying Bill was Dwight Hollifield, General Manager of PIKE Energy Solutions. The Representative from K.A. Diehl & Associates was Julie Case Assistant Manager and served as the recording secretary. Also present was videographer Chuck Stokes with Stages Video Myrtle Beach SC.

V. Opening Statement
The purpose of the Special Members Meeting is to formalize an easement that the Board of Directors is granting to Central Electric Power Cooperative, Inc.

VI. Proof of Mailing
Rosemary stated that she has been handed a copy of the Notice and Proof of Mailing for this Special Members meeting. They appear to be in good order and will be filed with the Official Records of the Meeting.

VII. Central Electric
Bill Rogers from Central Electric explained to the Membership the plan to install power lines that will extend across Tournament Blvd. and International Club Blvd. He went into great detail of the location and the impact it will have to the area. Multiple visual plans were on display to illustrate the outcome of this project. Mr. Rogers revealed all details of the planning process and assured the Membership that all areas of possible concern were studied and taken into consideration.

VIII. Questions Relative to the Installation of the Power Lines
Homeowners were provided the opportunity to ask questions and express their concerns relative to the install of the power lines to representatives from Central Electric Cooperative as well as the Board of Directors. One collective concern was the impact to property value, which was addressed by a local independent real estate survey provided by Central Electric Cooperative. Additionally, each homeowner inquiry, covering a vast array of topics, was addressed on an individual basis providing substantial data to support the direction of the officially approved plan.

IX. International Club HOA Master Association Easement Compensation
Vice President Sullivan presented an informational breakdown on the amount and distribution of the funds that will be received from Central Electric Power.

1. Landscaping package – materials and labor to be provided by Central Electric
    a. 32 Indian Hawthorne (2-5')
    b. 26 Savannah Holly (6-8')
    c. 22 Wax Myrtle (4-5')
    d. 4 Palmetto Palm (8-10')

2. **EASEMENT COMPENSATION $83,000.00 to be dispersed as follows:**
Special Members Meeting Expenses $3,000
$889.50 Attorney fee for review
$600.00 CPA fee for review
$300.00 Videographer fee
$198.00 School rental fee
$395.12 Cost of postage & mailing of meeting notice to 670 homeowners
$294.80 Cost of envelopes & postage to mail checks to 670 homeowners
$150.00 Cost for K.A. Diehl staff to perform Recording Secretary Duties
$68.58 Cost of administrative expenses

$3,000.00 Total Meeting Expenses

Breakdown for remaining funds $80,000.00

$50,250 Funds to be distributed to 670 homeowners at the rate of $75.00 per unit owner

$15,000 Funds for potential Master Association landscaping projects (TBD)
$10,000 Funds to be deposited in money market account for contingent expenses
$4,750 Funds for tax liability ($2,186 quoted by CPA – balance as cushion)

$80,000 Total Allocations

X. Motion to Grant the Easement
A motion was made to grant the easement to Central Electric Power Cooperative, Inc.

Motion made by:	Bill Freiboth
Seconded by:	John Bianchi
Vote:	Passed unanimously with a roll call vote

After the motion was passed, Central Electric Power Cooperative presented the Homeowners Association a check in the amount of $83,000.00 for the granting of the easement.

XI. Adjournment
A motion was made to adjourn the meeting at 7:04 P.M.

Motion made by:	John Bianchi
Seconded by:	Bill Freiboth
Vote:	Passed unanimously

Respectfully submitted by: _____
Julie Case, Acting Recording Secretary

Approved by: _____
Rosemary Toth, President

INTERNATIONAL CLUB PROPERTY OWNERS ASSOCIATION, INC.

370

BOARD OF DIRECTORS MEETING MINUTES

MAY 5, 2010 6:30 PM

The regular meeting of the Board of Directors was held on Wednesday May 5, 2010 at the International Club Amenity Center located at 1551 International Club Blvd. in Murrells Inlet, SC.

I. Pledge of Allegiance / Opening of Meeting
All members present stood for the pledge of allegiance before the meeting commenced. The meeting was called to order at 6:30 P.M. Board of Directors present were Rosemary Toth, Maureen Sullivan, Bill Freiboth, Camille Noonan and John Bianchi. Also present were Beckie Abel and Julie Case with K.A. Diehl & Associates.

II. Approval of Meeting Minutes

A. Board of Directors Meeting, February 4, 2010
A motion was made to approve the February 4, 2010 Board of Directors Meeting Minutes as written.
Motion made by: Maureen Sullivan
Seconded by: Bill Freiboth
Vote: Passed unanimously

B. Central Electric Power Meeting, April 19, 2010
A motion was made to approve the April 19, 2010 Central Electric Power Special Members Meeting Minutes as written.
Motion made by: John Bianchi
Seconded by: Bill Freiboth
Vote: Passed unanimously

III. Reports

A. Treasurer's Report – John Bianchi
Treasurer Bianchi reported on the current financial status of the community. This information can be found on the website under the DOCUMENTS tab, financials, audits, budgets, reserve study / Financial Statements & Budgets / Master Association Statements (and) P.A.C.e Statements.

B. Secretary's Report – Camille Noonan
Camille commented on the first quarter reports that were submitted to the various contact forms on the community website. She shared that the contact forms online have been very successful for communication with the homeowners. She encouraged people to continue to use the site for information and to continue to send the Board reports, suggestions and commentary. This quarter statistics are listed below.

Contact the Board/Maintenance Requests 1/1/2010-3/1/2010

Contact the Board Requests:		***Maintenance Requests:***	
Amenity Center	34	Landscaping/Lighting	10
ARB	4	Amenity Center/Fitness	12
Web	6		
Pool	8		
Other	11		
	65		22

Total= 87

IV. Committee Reports

A. ARB

Mark Shaffer, Chairman of the ARB reported on the last quarter of ARB requests. In the month of March there were 5 submittals, in April 17 submittals and in May 16 submittals reviewed. He reported that the committee is currently working on revising the guidelines.

B. Building Committee

Dotty Payton shared numerous items that the Building Committee has been working on. Their full report is attached as **EXHIBIT A.**

C. Golf Course Committee

Bob Buller introduced the Golf Course Committee and their roles as well as provided an update on the upcoming Committee events. Their full report is attached as **EXHIBIT B.**

D. Neighborhood Watch

Bill Dear announced that Neighborhood Watch has been inactive but they plan to get it going again during May. He stated that they will be dedicating block captains for the community. They will be reconstructing their committee once the school season ends and threat becomes eminent.

E. Pool Committee

Joan Gray reported that Tom Bielli of the Pool Committee will be training the new pool attendant for the upcoming summer season. The pool attendant will start Memorial Day weekend. The storage box for the chemicals is in place and the door on the storage room can now be taken care of. Ms. Gray thanked everybody for their help and patience as they got everyone registered for the pool season. The Pool Committee previously obtained a bid to install a panic button for the pool gate and they recommended to the Board to accept the proposal.

F. Social Committee

Sandy Bianchi gave the report for the Social Committee and announced the Committees upcoming events. Their full report is attached as **EXHIBIT C.**

G. Welcome Committee

Cheryl Chmilewski reported on the Welcome Committee and their full report is attached as **EXHIBIT D.**

V. Old Business

A. Website update – Bill Freiboth

Bill Freiboth updated the owners on the progress of the website and the full report is attached as **EXHIBIT E.**

VI. New Business

A. Pond Algae & Mowing Resolution
Chairman Toth reported that there were many complaints regarding the algae in the ponds. Unfortunately, some of the ponds that were of issue were not maintained by the Association as they are golf course property. Algae in the ponds that the Association maintains have been treated. Due to the time of year, it will take a while to get them up to standard.

She also shared an action without a meeting on the areas the Board approved to have maintained and is attached as **EXHIBIT F.** The pond banks that are adjacent to owners properties will be maintained, however, the banks that are not, will remain in their natural state.

B. ARB Appointment
Chairman Toth announced that ARB alternate, Jane Bowers, has been appointed to the ARB. There is an available seat as an alternate if anyone is interested in serving on the ARB.

C. New Violation Policy
Vice President Sullivan announced that as of May 1, 2010 a new violation policy was adopted. She shared the progressive steps in detail. The final notice will be a hearing scheduled with a hearing fine of $75.00.

D. Summer Newsletter
The Summer Newsletter will be sent out by the end of June.

A motion was made to accept the proposal from ADT to install a panic button at a cost of $495.00.

Motion made by:	Maureen Sullivan
Seconded by:	Bill Freiboth
Vote:	Passed unanimously

A motion was made to have county installed metal post speed limit signs replaced with our community standard wood signs. The damaged curve sign will also be replaced. New signs are not to exceed $700.00.

Motion made by:	Maureen Sullivan
Seconded by:	John Bianchi
Vote:	Passed unanimously

VII. Open Forum
The owners were given the opportunity to ask the Board of Directors and they were answered accordingly.

VIII. Schedule of Next Meeting
The next scheduled meeting of the Board will be held on Wednesday August 4th at 6:30 P.M.

IX. Adjournment

A motion was made to adjourn the meeting at 8:00 P.M.

Motion made by:	John Bianchi
Seconded by:	Maureen Sullivan
Vote:	Passed unanimously

Respectfully submitted by: _____

Julie Case, Assistant Association Manager

Approved by: Camille Noonan

Camille Noonan, Secretary

International Club HOA
Board Action With Out a Meeting

After meeting and discussion with Amazing Blades on October 12, 2009 and receiving the same recommendation from the pond maintenance company it was determined by the Board that mowing would be done around the ponds only where homes backed onto the pond. The rest of the common areas around the pond were to be left in a natural state. This will help keep erosion to a minimum.

Director's Signature	Date
[signature]	Oct 13, 2009
[signature]	10-13-09
[signature]	10 13 09
[signature]	10-13-09
[signature]	10-13-09

371

INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION

ARCHITECTURAL GUIDELINES

WHERE'S PARKING IN THE GUIDELINES ??

ADOPTED: January 2005
Amended: June 2005
Amended: November 2005
Updated: January 2007
Amended: April 2008
Amended: July 2010

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL REVIEW BOARD GUIDELINES
FOR MODIFICATIONS AND ALTERATIONS TO EXISTING RESIDENCES

I. INTRODUCTION

The Architectural Review Board (ARB) is appointed by the Board of Directors of the International Club for the purposes of ensuring the compatibility of design among the single and multi-family homes; to preserve and enhance the natural design objectives of the community; to establish and maintain a harmonious design for the community; and to promote and protect the value of properties within the International Club community.

In order to accomplish its purposes, the International Club Covenants and Rules and Regulations (CR& R's) state that no construction or improvements of any nature whatsoever will be commenced or maintained by the Association or any Owner, on any portion of the development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, patios, courtyards, amenity and recreational facilities, walls, fences, or exterior lights without approval by the ARB. Nor will any building construction, exterior addition, change or alteration be made (including, but not necessarily limited to all elevations) without the submission of a complete landscaping/architectural plan for the Unit and a complete tree survey/plat of the Unit showing the grading, filling, nature, kind, size, shape, height, materials, color and location of same and approval in writing as to the harmony of the exterior design and location in relation to the surrounding structures and topography to the ARB. Any change in exterior appearance of any building, structure, fence, sidewalk, wall, drive, exterior lighting, painting or other improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval by the ARB.

The ARB, in its sole and absolute discretion, has the right to approve or refuse plans, location, or specifications based upon aesthetic considerations.

The ARB shall have the authority to waive requirements set forth in the architectural standards in the Declaration of Covenants and Restrictions and these Guidelines on a case by case basis. The granting of such waiver will not impair or otherwise affect the right of the ARB to continue to require strict compliance with the stated requirements.

Owners may appeal a decision of refusal by the ARB by writing to the Board of Directors. The Board of Directors' decision is final and binding.

THESE GUIDELINES ARE NOT ALL INCLUSIVE. They are intended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other changes than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any change which represents a difference in the appearance of one's home. The ARB member will advise whether a formal application for the proposed change is necessary. ***Homeowners should also refer to the International Club COVENANTS and RULES & REGULATIONS.***

II. REVIEW AND APPROVAL PROCESS

A. Plan Approval

Submit an application and one copy of the preliminary drawings to the ARB for review. Submitted documents must comply with the Architectural Review Checklist attached hereto. Please be sure to provide material and color samples.

B. Final Inspection

Submit an application and one copy of the final construction/modification/alteration drawings and specifications to the ARB for final review.

C. Revision of Improvement Review

Submit one copy of drawings and/or letter of description of revisions or improvements to the ARB for review. No revisions or improvements shall be implemented without ARB approval.

D. Construction Scheduling

Construction must commence within six months from Final Approval or plans must be resubmitted to the ARB for review and approval.

E. Items Which Need No Approval

1. Changing of annual flowering plants, replacing dead vegetation, replenishing mulch, and changing shrubs and perennial flowers in existing beds;
2. Installation of kick-plates on doors and installation of full view front storm doors and 60 % view back and side storm doors that match a color of the house or shutters;
3. Repainting the house or trim in ***exactly*** the same color;
4. Replacement of garage and/or porch lights;
5. Driveway and sidewalk coatings that are clear concrete sealant or coatings in colors that match the siding of the house.

III. HOMEOWNER GUIDELINES

These Guidelines are not all inclusive; Homeowners should also refer to the International Club Covenants and Rules & Regulations.

A. Site Grading

1. Site grading should not be undertaken without ARB approval.
2. Lots must have positive drainage. Water run-off should be directed to natural swales or storm drainage facilities installed by the developer. Underground recharge wells are strictly prohibited.
3. No structures or other items, including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the rights of ingress and egress provided for in this paragraph. Specifically, no Owner shall erect any structure, including, without limitation, walls, fences, or paving within the areas shown on the Plat of the Properties for the use of Drainage Easements, Utility Easements, or Sewer Easements, nor shall any Owner change the grade of any such easement area, provided however, that driveways may cross utility and drainage easements at the front of the lots subject to prior approval of the Association and that any planting in easement areas shall not interfere with the applicable easement and shall be limited to grassing and small shrubbery.

B. Driveways/Sidewalks

Driveway and sidewalk surface coatings require ARB approval except clear concrete sealant or coatings in colors that match the siding of the house.

C. Hot Tubs, Jacuzzis, Tennis Courts

1. Hot tubs and jacuzzis require approval from the ARB. Hot tubs and jacuzzis must have a locking cover and be screened from view. All such improvements shall be subject to approval of and compliance with all governmental laws and regulations (both State and County).

2. Tennis courts are not permitted on any lot within the International Club.

D. Pets

No exterior dog houses, kennels, fenced runs or pens for the housing of any pet shall be maintained on any lot.

E. Exterior Lighting

1. Exterior lighting must be approved by the ARB except for replacement garage and porch lighting. Colored lamps will not be permitted. Exterior lights and bug zappers must not be nuisance to adjoining properties. Lamppost and low voltage decorative lighting must also be approved by the ARB.

2. Sensor lighting must not infringe upon one's neighbors' privacy.

3. All holiday lighting should be displayed for a reasonable limited time, before and after the time of celebration. Holiday lighting can not be displayed before the Thanksgiving holiday and must be removed no later than the 10th of January.

F. Trash Receptacles and Trash Pick-up

Each homeowner is provided with a trash receptacle as required by the company contracted to provide trash removal.

1. The trash receptacle shall be visible from the streets on garbage pick-up days only.

2. Any trash receptacle screening must be approved by the ARB. All screening must be securely anchored per hurricane specifications.

G. Communication System

1. The placement of all satellite dishes/antennae on the exterior portion of a dwelling or on any Unit must be placed in the most inconspicuous/unobtrusive location (preferably on the roof) where a signal can be received.

2. No satellite dish may exceed 24 inches in diameter.

H. Utilities/Service Areas/Accessory Structures

1. No clothesline shall be located upon the premises so as to be visible from any Common Area or other Unit.

2. No window air-conditioning units shall be permitted without ARB approval.

3. No structure of a temporary nature shall be placed or allowed to remain upon any Unit at any time.

4. No oil or natural gas drilling, refining, quarrying, or mining operation of any kind shall be permitted.

5. No individual water supply system shall be permitted upon any Unit with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved by the ARB in all respects, including the pump and the covering or screening thereof and method of operation, prior to installation.

6. No surface toilets or septic tanks are permitted on any Unit other than those utilized by contractors involved in the actual construction of improvements on a Unit.

I. Landscaping

1. All landscaping must be maintained in a manner consistent with the standards of the community. It is expected that Owners will observe seasonal needs for replanting, changing of annual flowering plants, and replenishing mulch as needed. No cultivated vegetable garden plots

of any size are permitted.

2. No trees or bushes of any kind having a trunk diameter of six inches or more (measured from a point two feet above ground level) shall be removed from any Unit without the express written authorization of the ARB. The ARB shall further have the authority to require any Owner removing a tree in violation of this clause to replace same at such Owner's expense. The ARB shall have the right to have specimen trees preserved and to have site planning and plans approval providing for their preservation.

J. Lawn and Garden Implements/Grills, Etc.

1. Lawn and garden implements must be stored in the garage, or off-site, when not in use (i.e. wheelbarrows, rakes, shovels, etc.)

2. Garden hoses should be stored properly indoors or outdoors on suitable mounts, or neatly coiled up in an inconspicuous area.

3. Grills must be kept on back patios and/or out of sight from the street when not in use.

K. Firewood

Firewood may be stored neatly only on that part of any Unit away from the street lying beyond the front line of the house and in a manner and location that is not viewable from any street when possible, in a rack above grade.

L. Recreational Equipment

1. Recreational equipment (i.e. basketball goals, bicycles, golf carts, etc.) must be stored indoors when not in use.

2. Swing-sets must be approved by the ARB and if approved must be securely anchored per hurricane specifications.

M. Banners/Signs/Letters

1. No banners, signs, or letters shall be attached to any Unit or located in or about windows and/or property visible from the street or adjoining properties without ARB approval.

2. There is one approved For Sale sign, which is green with white lettering, 24 X 24 inches with the community logo, For Sale and a contact phone number. Please contact the HOA management company concerning the availability and purchase of the approved sign.

N. Gazebos, Arbors, Trellises, Pergolas, Etc.

Structures such as gazebos, arbors, trellises, awnings, wishing wells, and the like must be approved by the ARB and must be securely anchored according to hurricane specifications. (See also IV. A. on page 6.)

O. Lakes-Fences/Barriers/Docks/Piers

1. No foliage or vegetation on bodies of water or water courses shall be removed or altered without permission of the ARB.

2. No dock, pier, landing, wharf, or other structure shall be constructed, placed, or allowed to remain on any body of water, water course without the approval of the ARB, the Association, and in appropriate cases, governmental entities having jurisdiction.

3. No fences shall be permitted which obstruct the view of any stream or other body of water, golf course, or recreational amenity when viewed from inside any other Unit, or which interfere with the playing of golf on any nearby golf course or with the use of any recreational amenity.

4. No water vehicles shall be permitted on any body of water.

5. No waste, garbage, or waste waters are to be discharged, dumped or otherwise placed or allowed to remain in or near any body of water or water course.

6. Lake unit homeowners must refer to the Covenants for further guidelines and restrictions.

P. Golf Course Lots

1. "Golf Fairway Residential Areas" is defined as all those residential lots or tracts or blocks of land intended for residential development located adjacent to any golf course located in the community.

2. That portion of any golf fairway residential lot or residential tract within twenty feet of the lot or tract line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or tract landscaping plans must be approved by the ARB before implementation.

3. There is reserved to the Association a "Golf Course Maintenance Easement Area" on each lot or tract adjacent to any golf course located in the community. The recovery of golf balls only, not play, is permitted in such areas.

4. Golf course unit homeowners must refer to the Covenants for further guidelines and restrictions.

Q. Conservation Area Lots

1. Conservation easement areas shall be maintained in their natural state. The removal of trash, weeds, or dead, decaying, or diseased vegetation may be allowed by the HOA. Any natural buffer zone shall not be disturbed in any manner and/or for any reason.

2. No construction or planting shall be allowed in any conservation easement or natural buffer area.

3. No disposal of trash, yard waste, garbage, and/or construction waste shall be allowed in any conservation easement or natural buffer area.

4. Conservation area/natural buffer area unit homeowners must refer to the Covenants for further guidelines and restrictions.

R. Mailboxes

1. Each Owner will use and maintain the mailbox design and type established by the Developer.

2. Owners should contact the Association Management Company for information concerning the type and color of paint and replacement boxes.

3. Lettering and/or numbering must be approved by the ARB.

S. Fences

1. No fence or fence wall shall exceed a height of four feet.

2. Pre-finished black or white steel, aluminum and vinyl are the recommended materials. All fence designs, colors, locations must be approved by the ARB. Said fences shall match or complement the colors of the exterior on the principal house structure. No chain link fences are permitted.

3. No fence may be constructed or maintained on the portion of the unit between the single family dwelling and the golf course parcel, unless otherwise approved by the ARB.

4. Fences will not be constructed in the front yard of any Unit.

5. No fences shall be permitted which obstruct any view from inside or outside any other Unit, or which interfere with the playing of golf on any nearby golf course or with the use of any recreational amenity.

6. Fence locations must be approved by the ARB prior to installation.

IV. ARCHITECTURAL GUIDELINES

These Guidelines are not all inclusive; Homeowners should also refer to The International Club Covenants and Rules & Regulations.

A. Exterior Materials/Colors

1. Acceptable exterior materials/colors include black or white painted or black or white stained wood; natural colored brick; and neutral colored vinyl siding. When roof repairs are necessary every attempt should be made to match the existing roof color. Roof penetrations should be made to coordinate with the roof color. When a homeowner is ready to replace their existing roof the new roof color must be approved by the ARB. Recommended gutter color is white. The paint or vinyl siding color of the exterior of residences, or screening, shall not be modified without the approval of the ARB.

2. Unacceptable exterior materials/colors include, but not limited to, untreated wood, glazed or yellow brick, concrete bricks, masonry block, exterior wainscoting, aluminum siding, vivid or bright colors.

B. Carports/Garage Doors

Carports are not permitted. Decorative garage doors are not acceptable.

C. Solar Devices

Solar device requests will be reviewed by the ARB. Devices should be compatible with the site, and integrated within existing architecture.

D. Exhaust Fans

Exhaust fans are permitted and should be installed in unobtrusive roof locations, preferably in the rear of the house, and should be painted to match the roof shingles.

E. Propane Gas Tanks

Any propane gas tank shall be buried underground on the Unit and the lid shielded from view from any road by plantings or other means approved by the ARB.

F. Windows and Doors

1. Windows and doors shall be compatible with the house and be of quality materials. The use of standard or wood doors in conventional wood finishes is acceptable. Natural aluminum windows and doors are unacceptable.

2. Any decorative front doors (etched glass, grillwork, etc.) will require ARB approval. A catalog cutout of the proposed door must be submitted to the ARB for approval.

(See II. E. 2 Review and Approval Process).

G. Service Signs

No service industry signs are permitted except for a security systems deterrent sign and an electric invisible fence sign. Signs must be tastefully located in the front of the residence and should not exceed a maximum size of 12 inches X 12 inches. Any other signs must be approved by the ARB.

H. Decorative Shutters/Hurricane Shutters

1. Standard shutters may be installed to replace or augment the original shutters installed at the time of construction and may also be installed on side or rear windows. Style and color must be approved by the ARB.

2. Requests for Bahama-style shutters will be considered but must be of "hurricane protection" quality and installed per manufacturers recommendations for that intent.

3. Hurricane shutters must be approved by the ARB. Such shutters may be put up no more than one week prior to a predicted storm and must be removed no later than one week after emergency officials issue a reopening of the area to residents. NOTE: The Association can legally hire out for the removal of said storm shutters at Owner's expense if not removed in a timely manner (14 days maximum).

I. Construction Rules

1. Any construction must be applied for and approved by the ARB. Plans must be submitted as well as a time line for completion of the project.
2. The roof pitch for additions should conform to existing architecture.
3. Construction must commence within six months from the Final Approval or plans must be resubmitted to the ARB.
4. Once construction commences improvements must be completed within nine months and all landscaping must be completed within thirty days after completion of the improvements.
5. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight hours.
6. If portable toilets are required during construction all attempts must be made to make it as unobtrusive as possible.
7. No more than two construction related vehicles may be parked on the street in front of the construction site and the parking location of said vehicles must allow for easy ingress and egress of regular community traffic.
8. Owners of units adjacent to any natural buffer zone, lake, pond, golf course, conservation area are responsible for advising their contractor or subcontractors of said area and will ensure no encroachment or clearing of said area or dumping of trash, garbage, or debris.

Construction hours for modifications, additions, and alterations are:

Weekdays:	Saturdays:	Sundays:
7:00 a.m. - 6:00 p.m.	8:00 a.m. - 5:00 p.m.	9:00 a.m. - 5:00 p.m. Quiet work only

V. APPLICATION SUBMISSION AND PAYMENT OF REVIEW FEES AND DEPOSITS

A completed application form and one copy must be submitted by Owner or Owner's Agent with payment in full of any non-refundable Review Fee and separate payment in full of any Impact or Landscape Deposits before the commencement of any construction activity of any type. Checks should be made payable to "The International Club HOA".

No plans will be accepted for review by the ARB until receipt of the application fee(s) and the completed Application for PERMIT for Residential construction/alteration. The deposit checks will be held in Owner's file until written approval is forwarded to the applicant.

Owner/Agent should include with the application and fee(s) all documents and other information as per the Architectural Review Checklist, and mail to:

International Club
Attention: Architectural Review Board
c/o K.A. Diehl & Associates
11740 Highway 17 Bypass
Murrells Inlet, SC 29576

or hand-deliver to K. A. Diehl & Associates at the address above.

A. Architectural Review Board Fee(s) and Deposits

	Non-refundable ARB Review Fee	Impact Deposit*	Landscape Deposit*
1. Additions-under Roof **	$ 100.00	$ 250.00	$ 500.00
2. Masonry/Concrete Patios, Walks ** (over 100 square feet)	50.00	250.00	250.00
3. Enclosed Covered Areas**	50.00	250.00	250.00
4. Privacy Screens, Other Small Projects	N/C	N/C	N/C
5. Fence Installation **	N/C	N/C	N/C
6. Roof Shingle Replacement **	N/C	N/C	N/C
7. Landscaping, Tree Removals, etc. **	N/C	N/C	N/C

**Include Unit Site Survey with Application

* Impact and Landscape Deposits: Deposits may be refunded after completion of the project, final inspection, and certificate of occupancy (under roof additions) is obtained from Horry County and the ARB. These deposits cover any damages to International Club common areas from contractors, vendors, etc. during construction. Refund amounts may vary according to the scope of the project, i.e. utilization of heavy equipment, including, but not limited to, trucks with more than two axles, track-driven equipment, front-end loaders, backhoes, concrete trucks, dumpsters, etc. No plans will be accepted for review by the ARB until receipt of Application fees and deposits. Be sure to write two checks - one for the Review Fee and one for both deposits. Makes checks payable to "International Club HOA".

B. Penalties/Fines - Architectural Guideline Violations

A[[[ea; Fee ??

1. Failure to submit a required modification request - up to $50.00 per occurrence or modification. Depending on the level of cooperation in resolving the violation, a waiver of this fine by the Board of Directors may be granted if requested.

2. Failure to submit a required modification request within two weeks after being fined per V.B.1 above - up to $100.00 per month until the modification is submitted and approved.

3. Installations that are not in compliance with the approved plan will result in a fine of $100.00 per month until it is in compliance with an approved submission.

THESE GUIDELINES ARE NOT ALL INCLUSIVE. They are intended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other changes than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any change which represents a difference in the appearance of one's home. The ARB member will advise whether a formal application for the proposed change is necessary. ***Homeowners should also refer to The International Club COVENANTS and RULES & REGULATIONS.***

INTERNATIONAL CLUB
ARCHITECTURAL REVIEW BOARD CHECKLIST

Before submitting the Modification Request Application, please take a moment to review this checklist to be sure that all requested information and documentation is provided to the Architectural Review Board (ARB). This will help prevent delays and will expedite the decision-making process. The more information the better. If you are not sure that you have provided all the necessary information or have any questions, please contact K. A. Diehl at 843-357-9998 prior to mailing or hand-delivering your Application.

_____ **Copy of the plat/survey of your lot which reflects the footprint of your house, existing easements, setbacks, etc.**

_____ **Fences** - include a picture of the style of fence, the type of material, the color, and the height. Please note the exact location on your plat/survey.

_____ **Trash Can Enclosures** - include a picture of the style of screening, the type of material, the color, the height and the width. Please note the exact location on your plat/survey.

_____ **Landscape Improvements** - include a list of the type of vegetation (pictures would be helpful). Please note the exact location of the proposed plantings on your plat/survey. A landscape plan may also be submitted.

_____ **Permanent Edging** - include a picture of the style and a color sample. Please note the exact location on your plat/survey.

_____ **Lawn Lighting** - include a picture and description of the type of lighting (low voltage, spot, motion, solar, etc.) Please note the exact location on your plat./survey.

_____ **Driveway Coating** - include a picture of the color and pattern, if any. A survey/plat is not necessary. See III. B.

_____ **Room/Carolina Room/Screened Porch Addition** - include a copy of the contractor's plans. Please note the exact location to scale on your plat/survey. Be sure the roof line conforms to the existing architecture and that shingles match. Include materials types and colors. Pictures depicting the end result would be helpful. See IV. I.

_____ **Patio Extension/Pavers/Stepping Stones** - include a sample or picture of the type of stone/paver you intend to use, noting color and shape. Please note the exact location to scale on your plat/survey.

If the above checklist does not address your modification, please call as indicated above, for a list of specific information needed in your Application.

INTERNATIONAL CLUB
ARCHITECTURAL REVIEW BOARD
MODIFICATION REQUEST APPLICATION

In an effort to preserve and protect each homeowner's rights and property values, it is required that any homeowner considering modifications to their deeded property submit a Modification Request Application to the Architectural Review Board (ARB) prior to initiating work on planned improvements.

Owner(s) Name: _____ Home Phone:_____
Cell Phone:_____
Lot #: _____ Work Phone: _____

Street Address: _____

What is the nature of the modification that you propose? Please be specific:

Location of Modification (check area): ____Front of House ____Side of House ____ Back of House

____Patio ____Garage ____Other (please explain): _____

_____

Please list the materials and colors that you will use for the proposed modification (if possible, provide samples):

I understand that the ARB will act upon this request at the next regular ARB meeting. I also understand that if enough information is not included in this Application that it may be returned to me for more information. I cannot begin this modification until I have received written approval from the ARB. I am submitting with this Application the ARB Modification Checklist, a copy of my plat/survey, if necessary, and all other documentation required as indicated in the Guidelines.

Date of Application: _____

Owner(s) Signature: _____

International Club HOA, Inc.
11740 Highway 17 By-pass South
Murrells Inlet, SC 29576
(843) 357-9888

372

9/27/2010

Lot 12
Ronald E. Jarmuth
249 Pickering Drive
Murrells Inlet SC 29576

Re: 249 Pickering Drive

Dear Ronald E. Jarmuth: VIOLATION NOTICE #1

Please be advised the following covenant violation has been noted at your residence for which a $50 fine has been added to your association account in accordance with the ARB Guidelines:

Article VI, Use Restrictions, Section 7.2, Prior Review of All Plans is required before any modification to the property can be completed.

This violation requires: **Please submitt an application for the exterior modification of the landscape bed with curbing as well as the brick/stone addition to your side yard. Keep in mind that your property does have a utility easement, but it is still your property. The ARB will require a copy of the encroachment permit for our files.**

Failure to take corrective action will result in enforcement as defined in the Association By- Laws:

Section 11 (p) (CCR Owner Resolution Action Page 35): **"To assess daily fines and to terminate cable television service to Owners for non-compliance with the Declaration or By- Laws."**

Section 13.2 (page 44): **"Authority and Enforcement - Subject to the provision hereof, upon the violation of the Declaration, the By- Laws or any rules and regulations duly adopted hereunder, including without limitation the failure to timely pay any Assessments, the Board shall have the power: (i) to impose reasonable monetary fines which shall constitute equitable charge and a continuing lien upon the Unit, the Owners, occupants or guests of which are guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; or (iii) to suspend any Owners's right (and the right of such Owner's families, guests and tenants) to use any of the Recreational Amenities, and the /Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, or such Owner's family, guests or tenants. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days."**

Please provide a complete application to this office within 10 days of the date of this letter, and thank you for your prompt attention to this matter.

Very truly yours,

Julie Case

Assistant Association Manager
A. Diehl & Associates, Inc.
Managing Agent for International Club HOA
Julie.case@KADiehl.com
843-652-2164 - Direct Line

373

371

374

RECEIPT

DATE 9-30-10 No. 107442

RECEIVED FROM Ronald Tarmuth [redacted]

Fifty and no/100 DOLLARS

○ FOR RENT
○ FOR ARB Fine

ACCOUNT [redacted]

BAL DUE

○ CASH
○ MONEY ORDER
○ CHECK
○ [redacted]

FROM TO

BY B. Tuttle

ARB Tues.,
Oct. 5th at 3:30

Architectural Review Board Modification "Information" Documentation 9/30/2010

This document set is provided the ARB of the International Club HOA without waiving any objections as to the authority of said ARB or said HOA in this matter. This qualification is made so as not to implicate potential HOA assertions of "waiver" or "estoppel".

The actions addressed in this document set are aimed at diffusing, in a non-confrontational manner, conflict initiated and perpetuated by a certain neighbor of mine, which involves trespass, harassment, threatening behavior, damage to property, and false police reports by this neighbor. The HOA is on prior notice that said neighbor is more likely than not the reason why the leg of my sprinkler system covering the area of my lot adjacent to his lot has ceased to operate – which occurred after said neighbor stuck large poles in my yard, at a distance inside my yard from the boundary demarcation ranging from a few inches to a few feet. I have previously provided Diehl photographs of "no trespassing signs" aimed in my lot's direction implanted well INSIDE my yard, as well as marked up photos of said posts. Said posts began to be planted by said neighbor as long ago as March, 2010, and Diehl was provided photographs of same – and failed to do anything about it until very recently. Said neighbor planted a large bush "back then" inside the power box circle of hedges on the street side (on the projected property line) and this was ignored by Diehl from March right through the present. I have an audio tape of said neighbor making threats against me; he has stated that "he doesn't know who he is dealing with", "I have connections" and "I'll have him taken care of". He has falsely reported to the police that I invaded his house – was actually inside his house damaging property, and that he wasn't sure who I was. This neighbor is highly erratic and out of control. He has stated defamatory things about me.

This neighbor, after he moved in fairly recently and years after I did, removed property boundary markers set in place by ETS Surveyors.

The Horry County Police and my attorney have advised that since the nexus of his claims seems to be his attempt to "grab" my property and to make it appear that I am intruding on HIS property (even that when my bushes were trimmed I was destroying "HIS"), The police and my attorney agreed that the proper course of action was:

(1) Have the property resurveyed, videotaping the whole process to perpetuate the process and placement of markers; the surveyors would also establish where my property line ended and the area OWNED by Horry County – Pickering Drive (which ownership extends beyond the curb to the property stakes) so as to use an encroachment permit to mark the area from my property to the curb. This would establish the area that I would maintain, as a courtesy to the neighborhood (the covenants require me only to maintain the area within the property stakes – my lot). Note Bene: The HOA has accepted the argument of Gail Baggot and John Bianchi that they do not own the area between their rear property stakes and Pickering Drive, and the HOA has used this to justify maintaining that land instead at HOA expense.

(2) Immediately pull string lines between rebar property boundary markers set in place by the surveyors and install a brick line (instead of just property stakes) so as to set

in place a boundary he could not readily move, remove, or destroy as he had done before;

(3) Use an encroachment permit (obtained from the Planning Commission) to install a flower bed whose left edger would be against the projected extension of the boundary between my neighbor and myself. The flower bed would be consistent with other beds installed by other neighbors (and myself) along curbs and would make it difficult for the neighbor to alter the boundary there – and defuse his arguments that I am mowing his property (actually, that area is not my property, his property, nor the HOA's property, and never was). I have the deeds and documents transferring ownership of Pickering Drive to Horry County and the unconditional acceptance of OWNERSHIP of the street by Horry County, not subject to any conditions or reservations.

(4) Immediately install dug in edger's along string lines (from property pins to pins), followed by a parallel line. This forms the foundation of a fence which will bring a halt to said neighbor's stalking behavior and incursions. This privacy fence, six feet high, is similar to other vinyl fences – also six feet high – noted on various lots in Pebble Creek.

I note that Amendment #1 of the Covenants removed all "Architectural Controls" as well as the requirement to seek prior approval from an ARB for any modification. I also note that the same Amendment explicitly deleted all controls over fences. The overall installation on my property boundary IS a fence. What is visible right now is an element of the foundation.

The following states the elements contained in an ARB Modification Application. The HOA is free to treat it and handle it as such, even though I am not "submitting it as such". It is provided to provide a conversation over resolving the problems stated above and to be a good neighbor.

Summary: Because of the erratic and threatening behavior of our neighbor, who has invaded our property and damaged our sprinkler system by placing HIS OWN "pseudo" property stakes, which he moves hither and yon from day to day, and because said neighbor tries to provoke a fight by making threatening gestures and words (never responded to) when we are in our yard on our property, we have been advised by the police and our legal counsel to erect a fence to demarcate our property and to hide any stalking conduct by neighbor from our view. By the time this has been considered by the ARB, ETS, the surveyor who platted the development, and who surveyed our property after neighbor moved in (but surveyor stakes mysteriously disappeared thereafter), will have re-surveyed the line and implanted additional rebar property pins which will have been further marked by surrounding concrete monuments so that said neighbor can not dispute the property line nor move the property markers into our property as he has done in the past.

Owner's Name:	**RONALD JARMUTH**
Home hone:	**843-314-4355**
Lot#:	**12**
Address:	**249 PICKERING DRIVE**

What is the nature of the improvement that you propose?

6 foot high vinyl Side Yard Fence and Flower Bed; red brick edger's for both. Seasonal flowers planted in flower bed.

Submit one copy of drawings and or letter of description of revisions or improvements to the Developer / ARB for review.

See attached plats.

Location of Improvement (check application area):

XX Side of House

Note that the fence will stop some feet prior to the intersection of Bernstein / Jarmuth / neighbor lot lines, so as not to interfere with sprinkler access or operation.

Materials and colors that you will use for the proposed improvements:

Fence: White Vinyl Solid w White 4x6 (approx) Plastic Posts.

Fence posts touch property line. As a result fence panels will be approximately 1" to 2" inside my property from property line. The foundation under the fence between fence posts will be brick edger's under the fence along the actual property line (edger's IN my property; outside edge touching property line to demarcate the actual line for purposes of landscape maintenance. The fence will begin immediately behind the hedge surrounding the Power Box and proceed rearwards towards the point where the lots of Jarmuth, neighbor and Bernstein converge. The convergence point will NOT be covered by fence to allow the sprinklers of all 3 homeowners to be readily accessed / maintained.

Flower Bed and Edging: On county property, in front of the Power Box, projected into the power box area, extending where an imaginary line (the hedge) would be if it completely surrounded the Power Box (as it formerly did). The line from the power box to the curb is established by rebar set by the surveyor. Flower bed surrounded by same as on other plant beds.

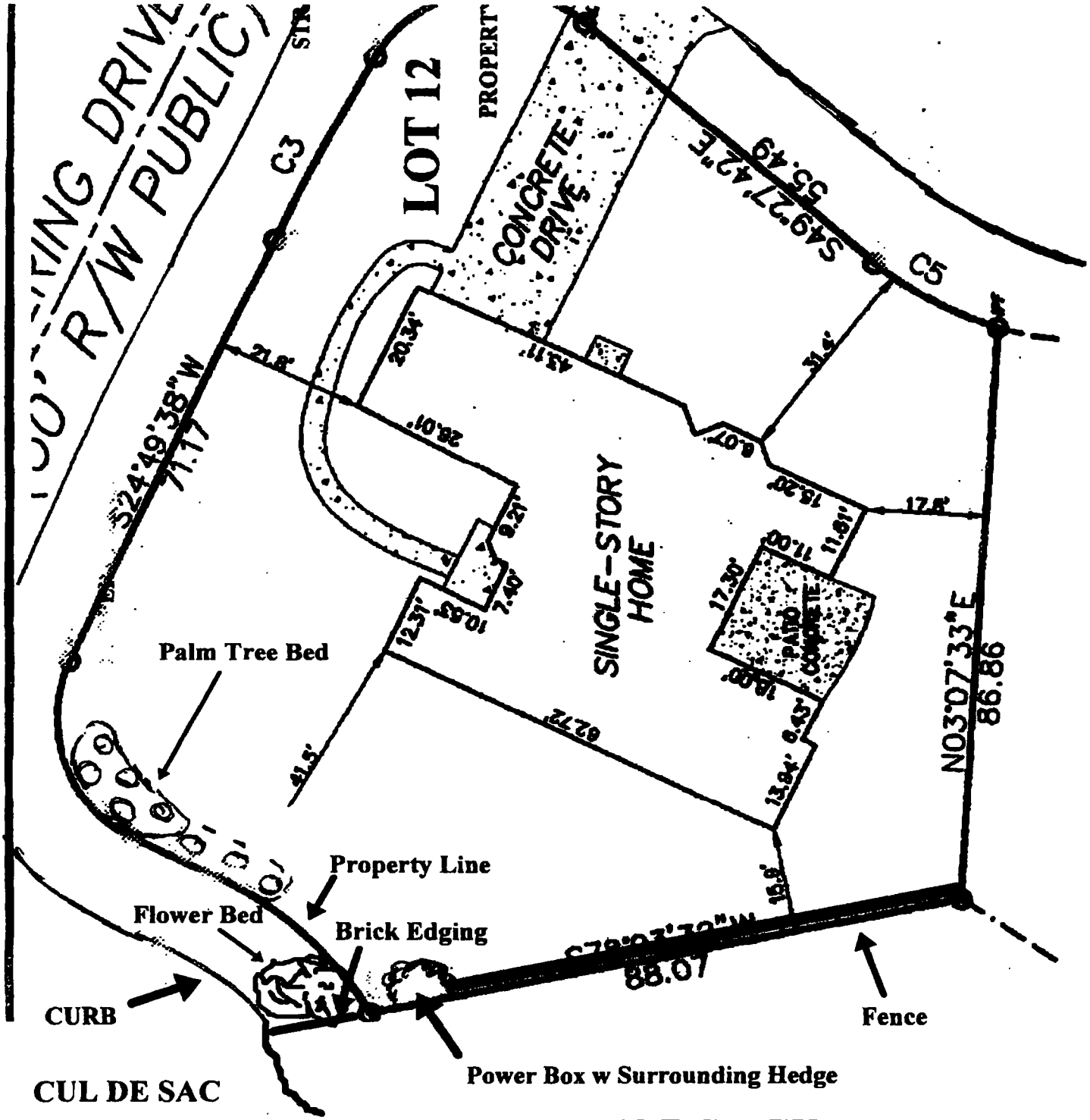
Date of Submission: September 30, 2010

Homeowner Signature: J

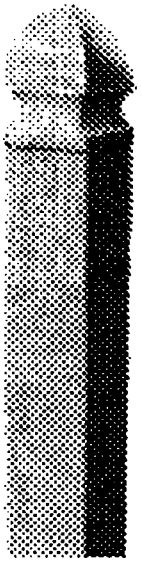
ARB Exterior Modification Submittal Check List

Before you drop of your exterior modification application, please take a moment and make sure that you have provided all of the information needed to assure there will not be a delay in the ARB making a decision. The more information the better; all examples cannot be included but the checklist below provides a good starting point. If you are not sure that you have included all needed information, please contact _____ at 843-_____ prior to mailing or dropping off your submittal.

XX	Copy of the plat of your lot, which also reflects the footprint of your house.
. XX	**Fence:** include a picture of the style of fence, note the type of material, indicate the location of the fence on the lot plat, note the height of the fence.
.	**Trash can enclosures:** include the copy of the lot plat, indicate the location of the enclosure, include a picture of the style of fence, material and note the height and width.
.	**Landscape improvements: include copy of the plat of your lot and/or a landscape plan with the lot lines reflected on the plan indicating type of vegetation, location of vegetation, include pictures of the vegetation and trees. The more information the better**
XX	**Lawn edging:** include copy of the plat indicating desired location of the edging, a picture of the material and color sample.
.	**Lawn lighting:** include copy of the plat indicating desired location of the lighting and picture of the light fixture.
.	**House addition:** include a copy of the plat of the lot and contractor's plans. Be sure that the roof line of the house ties into the addition's roof line. Include material types and colors; pictures help the ARB to visualize what the end result will be.



JARMUTH - LOT 12 PEBBLE CREEK



Zoom View

Barrette 3-1/2 in. x 3-1/2 in. x 8 ft. Vinyl Post With Gothic Top

Plastival 6 x 6 Madison PVC Privacy Fence Panel :



PERMIT NO. X

HORRY COUNTY
ENCROACHMENT PERMIT

EXPIRES X

Horry County Engineering Department
PO Box 1236
4401 Privetts Road
Conway, SC 29528

Tel. 843-915-5160
Fax 843-365-2170

Road Seg. No. 4691

Applicant: RONALD JARMUTH	**Road Name:** PICKERING DRIVE
Address: 249 PICKERING DRIVE / MURRELLS INLET 29576	**Location:** 249 PICKERING DRIVE
Tel. No. 843-314-4355	

The undersigned applicant hereby applies to the County of Horry for permission for encroachment on County right-of-way or easement and agrees to comply with all conditions noted herein and all applicable Local, State and Federal laws.

Plant Bed #1 with Plants" Pindo, Sago, Musa, flowers. Plant Bed #2 with flowers & wax myrtle in back. Plant Bed #3 around mailbox w flowers. All edged with brick & mulched. See plat map.

All plants in the Right-of-way must be maintained below 3' in height *

and all items in the Right-of-way must be break away. Any item(s) Not meeting these criteria will be removed at the owners expense.

GENERAL PROVISIONS

1. Notice shall be given at least 72 hours prior to starting work covered by this permit.
2. Upon completion of the work all County road right-of-way and easement areas disturbed shall be restored to at least as good a condition as existed prior to the start of work.
3. Work covered by this permit is subject to inspection for compliance with the terms of the permit. This permit may be revoked if the terms and conditions are not adhered to. A copy of this permit shall be kept on-site while work is underway.
4. Traffic control within the construction area shall be the responsibility of the Permittee and shall comply with State and local law and shall be as indicated in the current edition of the SCDOT Manual on Uniform Traffic Control Devices for Streets and Highways. Through traffic to be maintained at all times with no trenches or excavations left open overnight. Traffic may be reduced to one lane during daylight hours if flagmen are utilized, however at the end of each workday traffic shall be returned to two lanes.
5. All materials and construction methods are to be in accordance with the current edition of the SCDOT Standard Specifications for Highway Construction.
6. Future moving of the encroachment: If in the opinion of Horry County, it becomes necessary to move, remove or relocate the encroachment permitted herein, all such work including restoration of the roadway, shall be done on demand of the County at the sole expense of the Permittee.
7. There shall be no excavation nearer than two feet of any other utility line or facility without the express permission of the owner of said line or facility.
8. All construction shall be subject to final inspection by the Horry County Engineer or his approved representative. The Permittee shall be subject to a warranty period of one (1) year from the date of final acceptance. Deficiencies such as settling of the roadbed erosion, failure of grass to establish, etc. caused by the work permitted herein shall be repaired by the Permittee within 30days of notification by the County or sooner if a hazardous situation develops.
9. The Permittee agrees to hold Horry County, its officers and employees harmless from any liability for any accident, loss or damage as a result of any claim arising as a result of the work covered by this permit and that said liability is hereby assumed by the applicant. Ronald Jarmuth

This permit for installations shall expire six months from the date of approval shown below unless otherwise shown above.

APPLICANT: RONALD JARMUTH DATE: JULY 3 2008	~~APPROVED:~~ disapproved - No permit need if above criteria are met. DATE: 7-9-08

Susan A Allen

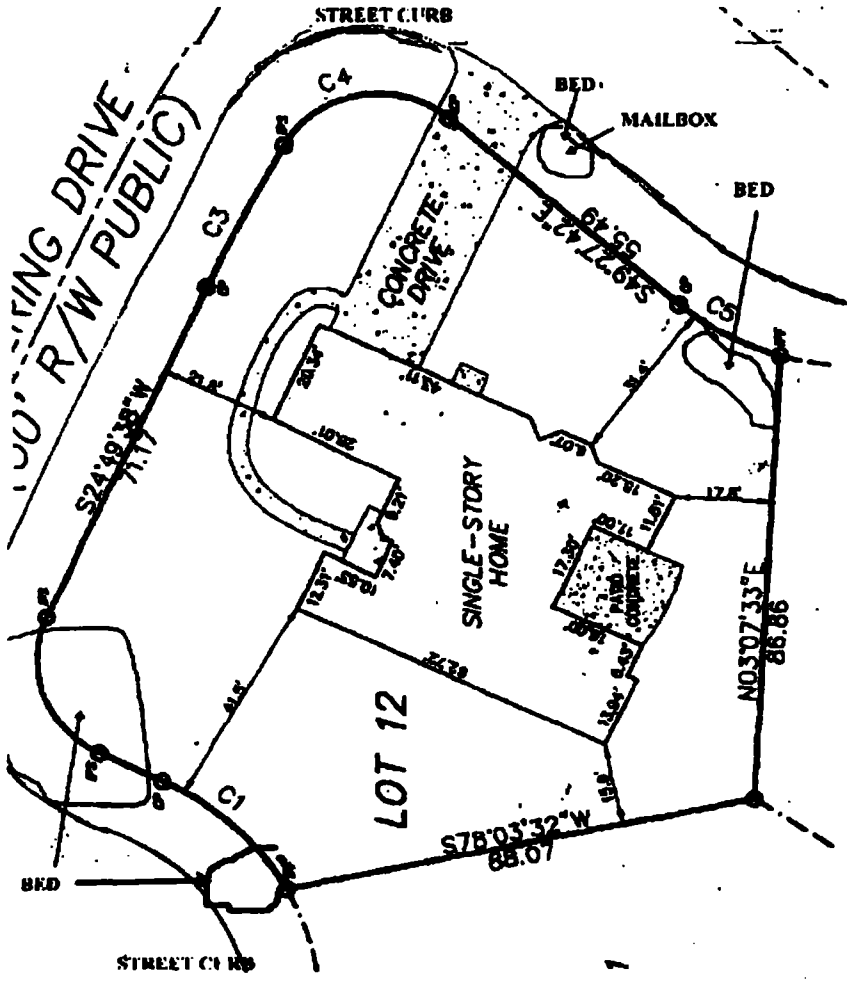
HORRY COUNTY
ENCROACHMENT PERMIT

PLAN

APPLICANT:	ROAD: PICKERING DRIVE
RONALD JARMUTH	LOCATION: 249 PICKERING DRIVE

The undersigned applicant hereby applies to the County of Horry for encroachment on County right-of-way as shown on the plan below.

(provide plans and details showing the work)



APPLICANT:	RONALD JARMUTH	APPROVED:
DATE:	JULY 3 2008	DATE:

Ronald Jarmuth

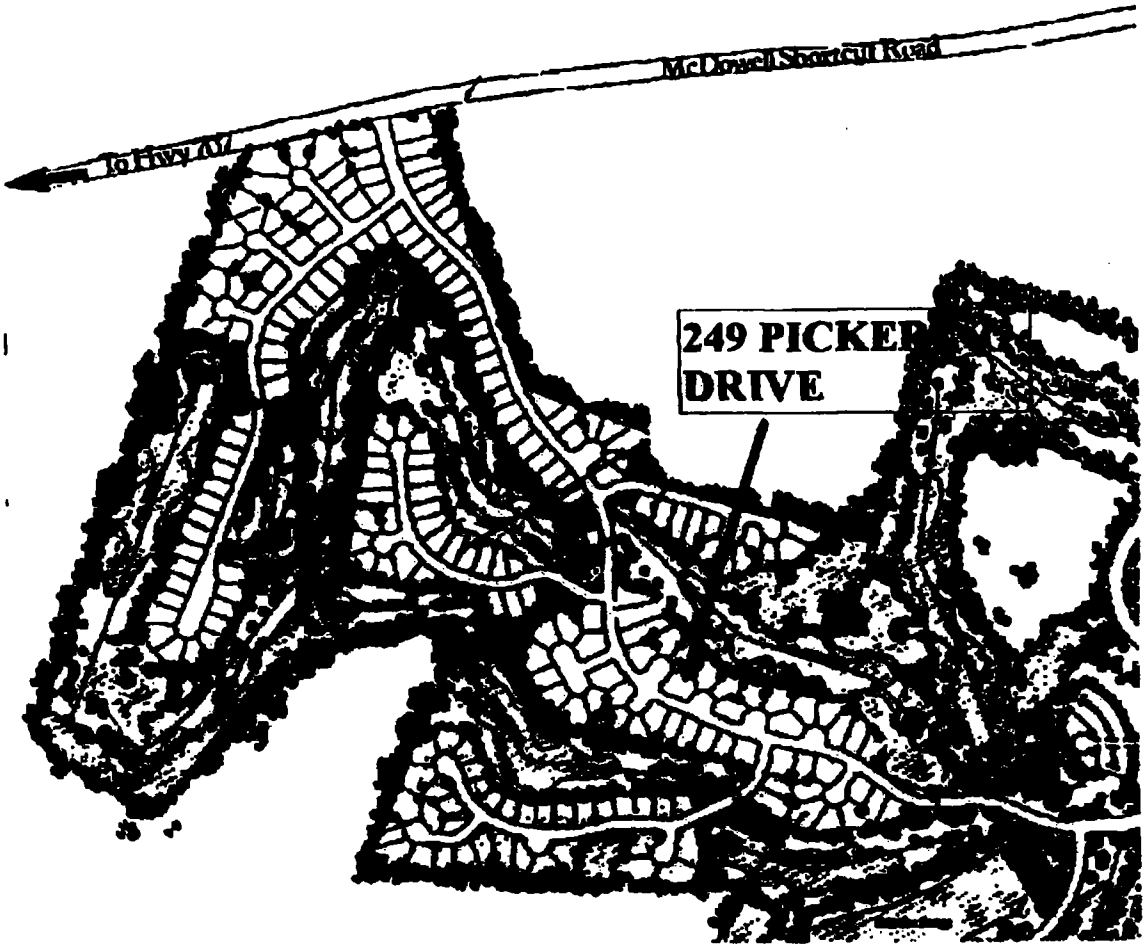
HORRY COUNTY
ENCROACHMENT PERMIT

LOCATION MAP

APPLICANT:□	ROAD:	PICKERING DRIVE
RONALD JARMUTH	LOCATION:□	249 PICKERING DRIVE

The undersigned applicant hereby applies to the County of Horry for encroachment on County right-of-way at the location shown on the map below.

(provide a sketch or map of the location)



Ronald Jarmuth

APPLICANT:	RONALD JARMUTH	APPROVED:
DATE:	JULY 3 2008	DATE:

HORRY COUNTY
ENCROACHMENT PERMIT

SPECIAL PROVISIONS

1. Shoulders and ditches which are disturbed shall be replanted in accordance with section 810 of the SCDOT Standard Specifications noted above and a satisfactory stand of grass is required.
2. No obstructions or earth to be placed on pavement without permission.
3. Any areas disturbed beneath pavement or across driveways or within any portion of the traveled roadway shall be stabilized with an acceptable base material immediately after backfilling operations. Suitable material shall be defined as coquina (shell aggregate) or a suitable grade of crusher run stone (stabilized aggregate).
4. Any excess spoil material resulting from construction shall be removed immediately following backfilling operations. Horry County shall reserve the authority to halt all construction activities if spoil material prohibits proper road or ditch drainage, or creates any hazardous conditions that might endanger pedestrian or automobile traffic.
5. Roadbeds and drainage ditches shall be rebuilt to provide proper service after every 500 feet of construction, at the end of each day's work, or after County inspection of a major situation.
6. When County drain pipes or other facilities are damaged, the County should be notified immediately and the repairs or replacement made under County supervision.

DRIVEWAYS

1. Horry County is not responsible for maintenance or repair of driveways located within the road right of way. The driveway area within the right of way shall be maintained in a safe condition by the property owner or the County may require that it be removed.
2. The existing road crown slope shall be continued to the outside edge of the shoulder except in curb and gutter situations.
3. Concrete driveways shall be a minimum of 4 inches thick for single family residential use and a minimum of 6 inches thick for all other uses. Expansion joints shall be provided over drainage tiles to facilitate replacement or repair of the tile. These joints shall be located 12 inches on either side of the pipe.

UTILITY LINES

1. Pavement cuts are not allowed unless specifically permitted herein. Any pavement cuts which are permitted shall be saw cut and repaired as indicated in the approved plans or as ordered by Horry County.
2. No excavation shall closer than 3 feet from the edge of the pavement.
3. All underground lines shall be placed a minimum of 36 inches deep.

ENVIRONMENTAL REQUIREMENTS

The following is a general guideline for Stormwater, Erosion and Sediment Control

1. The size of the disturbed area shall be kept to a minimum. Erosion and sediment control, and revegetation must be in accordance with The South Carolina Department of Transportation (SCDOT) specifications and Horry County ordinances. Adequate measures shall be taken to prevent erosion and to restore vegetation along the length of the construction area. Unsatisfactory restoration work shall be promptly corrected by the applicant. If necessary, unsatisfactory restoration work will be accomplished by the Division and billed to the permittee. Issuance of an Encroachment Permit does not relieve the Permittee from complying with other applicable Federal, State or Local laws, rules or regulations.
2. Where land disturbance will be adjacent to wetlands or any waterbody silt fence shall be installed to protect the waterbody or wetland from any run off. Silt fence shall meet the requirements of SCDHEC's Best Management Practices.
3. All drainage inlets immediately down stream from the land disturbance shall be protected as per the requirements of SCDHEC's Best Management Practices Manual.
4. Where sediment from the project site can enter into a drainage ditch the ditch shall be protected with an adequate check dam immediately downstream from the disturbed area and removed upon completion of final soil stabilization.
5. Stockpiles and spoil piles shall be kept off the pavement and protected with silt fence to contain any sediment runoff.

APPLICANT:	RONALD JARMUTH	APPROVED.
DATE:	JULY 3 2008	DATE:

Ronald Jarmuth

377

International Club HOA, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576
(843) 357-9888

10/8/2010

104-12
Ronald E. Jarmuth
249 Pickering Drive
Murrells Inlet SC 29576

RE: 249 Pickering Drive

NOTICE OF DISAPPROVED REQUEST

Dear Owner:

Unfortunately, your request for Architectural Change has been disapproved. Specifically, your request for the following change:

Install 6ft vinyl fence with a brick foundation to side yard.

This request has been denied due to its direct conflict with the covenants. Any materials that exist on your property pertaining to this addition, specifically the brick foundation, must be removed within 15 days from the date of this letter.

The Community is charged with the responsibility of preserving the aesthetic appearance of the Community to help protect the value of the homes. Occasionally, this means rejecting a Request for Approval.

Failure to comply will result in fines of $100.00 each month.

We appreciate your cooperation in submitting this Request for Approval. Please do not get discouraged from making Requests in the future. Most are approved. Again, an attractive Community helps all of us get the full value from our homes when we decide to sell.

FOR THE ARCHITECTURAL REVIEW BOARD

Very truly yours,

Julie Case

Julie Case, Assistant Manager
KA Diehl & Associates, Inc
Managing Agent for International Club HOA, Inc.
Email: julie.case@kadiehl.com

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
October 11, 2010

378

Board of Directors
International Club Homeowners Association, Inc
c/o KA Diehl, Registered Agent
11740 Highway 17S Bypass
Murrells Inlet, SC 29576-9335
843-357-9888

BY HAND DELIVERY AND FIRST CLASS MAIL

SUBJECT: Putative "Appeal" of October 8, 2010 Disapproval of Fence / Approval of Flower Bed in "County Easement"

1. Reference is made to:

a. Your letter of September 27, 2010 which advised me that the International Club Homeowners Association, Inc (the "HOA") had **added "a $50 fine** ... to your association account in accordance with the **ARB Guidelines.**". This advised me to "submit an application for the exterior modification of the landscape bed with curbing as well as the brick / stone addition to **your side yard**". Your letter further instructed me to "provide a complete application to this office within 10 days".

b. My September 30, 2010 "Architectural Review Board Modification 'Information' Documentation" which package explicitly did not waive any objection to the authority of the HOA on this matter.

c. Diehl's Email of October 5, 2010 which instructed me to come to the ARB meeting "tomorrow" at 3:00 PM; the ARB meeting, of course, was scheduled for that same day at 1:00 PM.

d. The actual meeting of the HOA Architectural Review Board ("ARB") held October 5, 2010 at 1:00 PM, which I made an audio recording of and at which Diehl's representative appears to have taken verbatim notes. This meeting was closed to homeowners and the decision portion of the meeting was closed to me. No attorney appeared to be present at said meeting. Bob German was present and allowed to participate in the discussions, although not a member of the ARB. Bill Fletcher, a neighbor who has in the past passionately opposed all landscaping I have done and is on record as having stated with what I consider defamatory speech instructed other neighbors not to associate with me, was permitted to participate although it was obvious he was not neutral. Beckie Able, although not an attorney nor even a licensed property manager,

from what I heard on tape, appeared to be offering legal opinions which the ARB seems to have accepted in that context.

e. An October 8, 2010 letter from Diehl on behalf of the HOA approving my "flower bed and edging in a county easement" where I have an encroachment permit from Horry County.

f. An October 8, 2010 letter from Diehl on behalf of the HOA disapproving a "6 foot vinyl fence with a brick foundation to side yard". This HOA letter stated that the sole reason for the disapproval was that the request was "in direct conflict with the Covenants." The letter went on to demand that I remove "the brick foundation". This HOA letter failed to allege which particular covenant provision was violated.

2. I stand by the observations which I documented in my "information" package as to the nature of the covenants. While I afforded the ARB an opportunity at the meeting to discuss this, the only conversation from the HOA representatives was yelling and screaming and insults from Fletcher and German – which featured what I took as a failed attempt by German to jump over the table and hit me. I reserve the right to assert additional reasons why the HOA has no authority in this matter especially since no dialog on the subject at hand took place. Since the Board of the HOA was not present, I relate my observation that the Bylaws provide that the initial term of office (and the normal meeting of the members) is in March as stated in the South Carolina Non-Profit Corporation Act. While the statute and putative Bylaws provide that the HOA may hold it's annual meeting and election early, that action does not truncate the term of office of existing officers. The new officers must wait until March to assume their office – which brings into legal question whether any action of the Board taken between September and March has effective legal force when the departing officers no longer participate during that period and when the incoming officers prematurely exercise authority they lack. Please note the parallel in state and federal elections – election in November; take office in February. I likewise repeat my observation that the Bylaws absolutely preclude "members" from a single property holding more than one office (board / committee). Since Robert German is apparently a member of numerous committees, he seems to be none because of the Bylaws prohibition on holding multiple offices. This whole scenario works to the effect that recent appointments to the ARB are null and void.

3. While still rejecting the authority of the HOA on this matter, as a matter of sound discretion I invoke what the HOA represents in it's putative Bylaws as Section 13.3, Procedures, which precludes the HOA from taking any further action until it meticulously completes each and every procedure stated therein.

a. I particularly dispute the assertion of the HOA to regulate that Horry County has an "easement" over Pickering Drive, instead of owning it, and that constructive presumption of the HOA that it can pre-empt County Ordinance, rather than the other way around, or that it can regulate conduct on what is not nor has ever been the property of the HOA or of any individual homeowner. In the HOA's defense of maintaining land between Gail Baggot's lot and Pickering Drive and other homeowners' houses and Pickering Drive, the HOA asserted that those two were correct in contending they DO NOT OWN the land beyond their property stakes and that said land is owned by the County (not an easement which would allege that the HOA owned the

street there). The HOA defended mowing / seeding / etc on the basis that it would look horrible if not so attended, not on the basis that the HOA owned that land.

b. I particularly dispute that there is a single legally effective provision in the covenants regulating fences, or even requiring prior submission to an ARB. I likewise point out that since there are many fences on side-yards in the HOA, denial of same is selective enforcement, capricious, and subject to prior waiver of any controls if any. Section 7.4 of the Covenants, deleted by Amendment on May 10, 2000, had no height restriction in the deleted text, thus the potential assertion that the denial of the fence arose from some putative limitation in the covenants on height is completely without merit. When a restriction in a covenant specifically applying to something is deleted in it's entirety, instead of being modified, this is legally conclusive that parties to the covenant can not reinstate the deleted restriction on the free use of property by coming up with a rule – not even a Bylaw amendment. The construction of covenants completely pre-empt all rules and bylaws.

4. I reserve my right to take parallel recourse at law or in equity, since by disputing the authority of the HOA in this matter I am disputing the necessity of an "Appeal".

5. It is clear to me that this denial is in arrogant and not so transparent league with acts underway by fellow homeowner Jay Cartman in league with Bill Fletcher. I caution the HOA that said arrogance, together with the truculent behavior by Fletcher and German at the ARB meeting, have "opened Pandora's box" and the HOA has no one to blame for the consequences except it's leadership. I regret that personal vendetta's by the aforementioned have superseded perspective and detached exercise of duties.

Ronald Jarmuth

Ronald Jarmuth

Homeowner



379

International Club, HOA
11740 Hwy 17 bypass S.
Murrells Inlet, SC 29576

October 14, 2010

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576

Mr. Jarmuth,

The International Club HOA Board of Directors is in receipt of your correspondence hand delivered to the office of K.A. Diehl on October 11, 2010, and must state that a majority of the contents are incorrect.

The Board of Directors was properly elected and seated in accordance with the existing Covenants and Bylaws of the International Club Homeowners Association, Inc. The Architectural Review Board is given the authority to make rulings and decisions based on these same Covenants and Bylaws. At this time, the only recourse for appeals of the decisions made by the Architectural Review Board is to direct the appeal to the present Board of Directors.

Unless you successfully appeal the ARB decision, you must remove the brick fence foundation already installed and restore the sod to its previous condition. Restoration is necessary to avoid fines for an ARB violation.

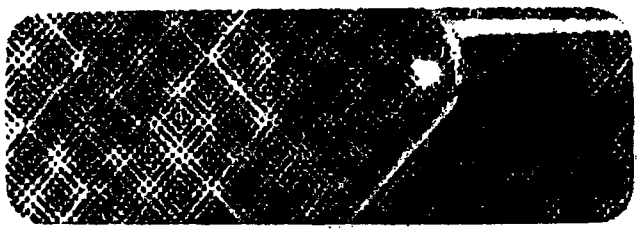
We appreciate your concern for your community.

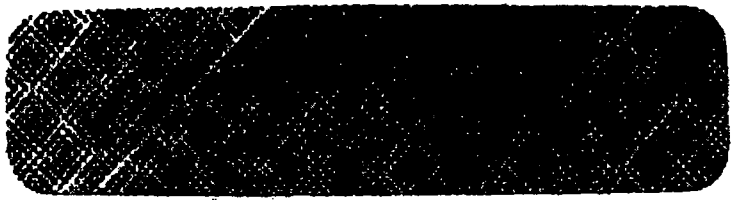
FOR THE BOARD OF DIRECTORS

Sincerely,

Beckie Abel

Beckie Abel, PCAM
Senior Manager, K.A. Diehl & Associates, Inc.
Email: Beckie.abel@kadiehl.com
Direct Line – 843-652-2163
Direct Fax – 843-652-2183





29576X7563


UNITED STATES POSTAGE
02 1M
$ 00.44⁰
0004238530
OCT 20 2010
MAILED FROM ZIPCODE 29576

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
October 23, 2010

380

International Club Home Owners Association, Inc
c/o Registered Agent K.A. Diehl
11740 Hwy 17 Bypass S
Murrells Inlet, SC 29576

SUBJECT: Your Refusal to Follow Your Purported Rule 13.3 (your putative bylaws) which controls what action your HOA must take following an appeal from a putative ARB decision

Sirs:

I am loathe to respond to anyone other than your legal representative in the litigation specified in reference 1b, below. I respond only because you have sent correspondence within the purview of the matter at bar, and as a "Pro Se" (for now) I am permitted, lo even encouraged, to answer correspondence from the other side. See paragraph 3, below. Per my explanation in that paragraph, please contact me only through your properly designated legal representative in the litigation at bar.

1. Reference is made to:

a. My letter of October 11, 2010 which was both hand delivered to and sent to your registered agent by first class mail.

b. Jarmuth v International Club Home Owners Association Inc in the Magistrate's Court of Horry County, 2010-CV-26-1072943 filed October 12, 2010 and served on K.A. Diehl by Horry County Police on October 18, 2010.

c Your letter in response to reference 1a which is postmarked October 20, 2010 but fraudulently backdated to October 14, 2010 to make it falsely appear that it was written prior to service of reference 1b.

2. Paragraph 3 of reference 1a – as an exercise in legal discretion – conditionally invokes the appeals process of your putative bylaws governing appeals of ARB decisions.

a. Reference 1a was titled: *"Putative "Appeal" of October 8, 2010 Disapproval of Fence / Approval of Flower Bed in "County Easement"".* If you do not understand the word "appeal", please retain some parliamentarian to translate for you.

b, In reference 1a I wrote:

"as a matter of sound discretion I invoke what the HOA represents in it's putative Bylaws as Section 13.3, Procedures, which precludes the HOA from taking any further action until it meticulously completes each and every procedure stated therein."

c. Since you seem to have difficulty recalling what you assert as your governing procedures, I quote them below so that you can not mistake your obligations:

"13.3 Procedure.

... the [redacted] ... or infringe upon or suspend any other rights of an Owner ... for violations of the Declaration, By-Laws or any rules and regulations for the Association, [redacted]:

13.3.1 Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

13.3.1.1 The alleged violation;

13.3.1.2 The action required to abate the violation; and

13.3.1.3 [redacted] without further sanction, if such violation is a continuing one, ...

13.3.2 Within two (2) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, ... the Board may [redacted] by the Board in executive session. The notice shall contain:

13.3.2.1 The nature of the alleged violation;

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

13.3.2.3 An invitation to attend the hearing and produce any statement, evidence and witnesses on such Owner's behalf; and

13.3.2.4 The proposed sanction to be imposed.

13.3.3

The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard.

[redacted] proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. ... The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any."

3. Your letter of October 20, 2010 fraudulently back dated to October 14, 2010 is

violative of the South Carolina Rules of Magistrate Procedure Rule 21 in that you have not filed with the court and served the required written designation of representation so as to allow Beckie Abel to correspond with me . Of Course, such a designation would require that Ms. Abel also appear as your representative at trial in court – but that is your choice to make. Clearly the intent of backdating your letter was to avoid the requirement that all contact with me on these matters subsequent to service of the Summons and Complaint on October 18, 2010 must be from and through your trial counsel.

4. What must follow.

a. Matters not subject to your determination outside of court.

At this time I need not argue the peripheral issues you address in your letter, reference 1c, which ignored following the controlling procedures of your asserted bylaws – Section 13.3. . Suffice it to say that these peripheral issues were asserted prior to filing the action at law and in equity, reference 1b, to preserve the issues for the court. The interpretation of those matters are for the Court to decide.

b. The "Administrative Appeal" of your Section 13.3.

Lacking the summons and complaint, your obligation is strictly to obey your own claimed procedure and to schedule a hearing which would require addressing issues before the Court and would involve the participation by persons beyond your legal representative in the litigation, reference 1b. Since such action would violate the South Carolina Rules of Magistrate Procedure, the procedures specified in Section 13.3 are effectively frozen until you gain a successful outcome in court.

c. Court procedure.

Your responsive answer is due on or about November 18, 2010. Please consult your attorney as to your other obligations prior to trial. And please honestly date all your correspondence in the future.

Ronald Jarmuth

Ronald Jarmuth, Plaintiff Pro Se
Jarmuth v International Club Home Owners Association Inc
in the Magistrate's Court of Horry County, 2010-CV-26-1072943

International Club HOA, Inc.
11740 Hwy 17 Bypass S.
Murrells Inlet, SC 29576
(843) 357-9888

Dated Nov 15
Postmarked Nov 16
Received Nov 17

381

November 15, 2010

104-12
Ronald E. Jarmuth
249 Pickering Drive
Murrells Inlet SC 29576

Dear Ronald E. Jarmuth:

Each month each monthly assessment account is reviewed, and during this process it was noted that your account reflects an amount due, as noted below:

Misc. Charges	$100.00
Total:	$100.00

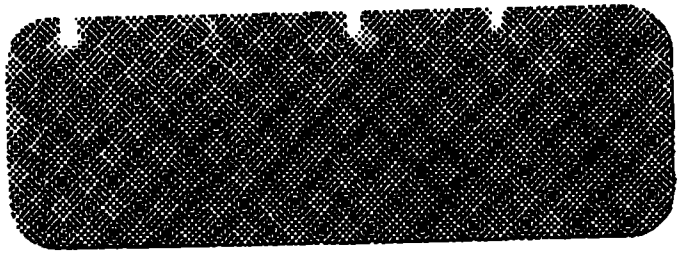
Please review your records, if your records agree with ours please forward payment to the address noted below or you can make your payment online at www.SmartStreet.com. Please remember to note your account number on your payment. If your records do not agree with ours, please contact me at your very earliest convenience at (843) 357-9888.

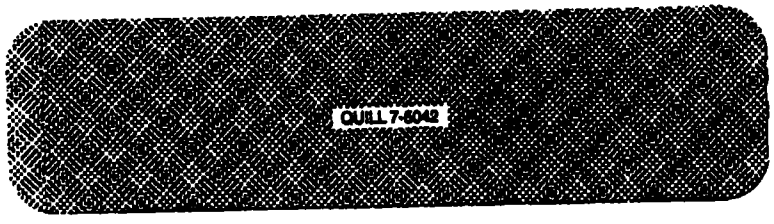
The International Club HOA, Inc
P.O. Box 105007
Atlanta GA 30348-5007
or
www.SmartStreet.com

FOR THE BOARD OF DIRECTORS

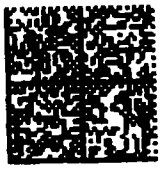
Very truly yours,

Julie Case 1210 314
Assistant Association Manager
K. A. Diehl & Associates, Inc.
Managing Agent for International Club HOA, Inc.




QUILL 7-6042

29576$7563




UNITED STATES POSTAGE
PITNEY BOWES
$ 00.44⁰
02 1M
0004238530
NOV 16 2010
MAILED FROM ZIP CODE 29576



COPY 383

KA DIEHL & ASSOCIATES

ASSOCIATION MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of December, 2009, by and between **THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation organized and existing under the laws of South Carolina, hereinafter referred to as the **"ASSOCIATION"** and **K. A. DIEHL & ASSOCIATES, INC.**, a corporation organized and existing under the laws of South Carolina, hereinafter referred to as the **"MANAGER"**,

WITNESSETH

WHEREAS, ASSOCIATION, a corporation consisting of all the owners of lots in an Association known as **THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the **"ASSOCIATION"** is vested with certain powers and charged with certain duties relative to the operation of the **ASSOCIATION**; and

WHEREAS, ASSOCIATION consists of dwellings, common elements, property and improvements more particularly described in the Declaration of Covenants & Restrictions; and

WHEREAS, the complexity and burden of the duties and the responsibilities of **ASSOCIATION** under the Declaration of Covenants & Restrictions of **ASSOCIATION** require the employment of a **MANAGER**; and

WHEREAS, the orderly and uniform administration, operation, maintenance and management of **ASSOCIATION** is necessary and essential for the promotion and preservation of **ASSOCIATION** form of ownership and for the protection of property values therein;

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the parties agree as follows:

I. **EMPLOYMENT**. **ASSOCIATION** hereby appoints **MANAGER** and **MANAGER** hereby accepts appointment on the terms, covenants and conditions provided herein, as the exclusive managing agent of **ASSOCIATION** located in Horry County, South Carolina, together with any common elements and with such other Units and common elements as may be added from time to time.

1.1 The **ASSOCIATION** recognizes the importance and value of the **MANAGER** 's employees to their business and agrees to refrain from hiring, directly or indirectly, any person(s) who is or was employed by the **MANAGER** during the term of this agreement and for two years following the termination of this agreement without first obtaining written consent of the **MANAGER**.

1.2 The **ASSOCIATION** acknowledges that during their relationship with the **MANAGER**, each Board Member will acquire knowledge of organizational and operational methods and other information concerning the unique and distinctive elements comprising the **MANAGER'S** business and agrees to maintain this knowledge in a confidential manner. The Board agrees to refrain from hiring, directly or indirectly, any board member(s) who is or was on the board of the **ASSOCIATION** during the term of this agreement and for two years following the termination of this agreement without first obtaining written consent of the **MANAGER**.

II. SUPPLYING GOODS AND SERVICES

2.1 **MANAGER** may provide or cause to be provided swimming pool chemicals and supplies as are necessary to assist the proper operation of **ASSOCIATION'S** swimming pool and related facilities. **MANAGER** may also provide or cause to be provided janitorial supplies for **ASSOCIATION'S** common elements. All goods and services related to this section will be reimbursed by the Association as outlined in Article V.

2.2 **MANAGER** may provide or cause to be provided an on-site maintenance staff as requested and approved by **Board**, for such purposes as may be necessary or appropriate to carry out the maintenance responsibilities of **ASSOCIATION**. The fee for the staff, including all costs of employment, salary, liability and workers compensation insurance, health benefits, life insurance, payroll administration expenses and uniforms shall be paid to **MANAGER** by **ASSOCIATION**. Due to the unpredictable and volatile pricing structure of workers compensation, group health insurance, and other payroll related expenses, **MANAGER** cannot accurately predict any changes for these items during the term of this Agreement. Should any of the costs for these items change during the term of this Agreement, the amount charged to **ASSOCIATION** in this section shall be adjusted accordingly.

2.3 **MANAGER** discloses to **ASSOCIATION** that by virtue of **MANAGER'S** services to other similar associations, **MANAGER** is occasionally able to obtain discounts by dealing on a volume basis with suppliers, subcontractors and laborers. Any deviation from the budget for goods or services provided by **MANAGER** must have prior approval of **Board** before the rendering by **MANAGER**. However, in the event of an emergency, **MANAGER** is authorized to act in its sole discretion. **MANAGER** agrees not to charge any undisclosed fees.

III. TERM.

3.1 The term of this Agreement shall remain in full force for an initial period of one (1) year commencing January 1, 2010 and continuing through December 31, 2010 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (the "Renewal Term"). Either party may terminate this Agreement, by providing written notice of such termination to the other party at least ninety (90) days prior to the end of the Initial Term or any Renewal Term(s). Either party may terminate this Agreement during the Initial Term or any Renewal Term only with cause hereto as described in ARTICLE IV.

3.2 **ASSOCIATION** shall be responsible for payment of all compensation due **MANAGER** through the effective date of any cancellation, unless cancelled with documented cause.

IV. DEFAULT.

4.1 **By ASSOCIATION.** If **ASSOCIATION** shall interfere with **MANAGER** in the performance of its duties or if **ASSOCIATION** shall fail to promptly do any of the things required of it, **MANAGER** may declare this Agreement to be in default after giving sixty (60) days written notice to any member of **Board**. Upon default, **MANAGER** may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against **ASSOCIATION** for damages, specific performance or such other rights and remedies as it may have. All of such rights of **MANAGER** upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

4.2 **By MANAGER.**

A. Failure by **MANAGER** to substantially perform its duties and obligations under this Agreement for a continuous period of sixty (60) days after receipt of the written notice of default from **ASSOCIATION**, specifying same.

B. This Agreement may be terminated by the **ASSOCIATION** in the event **MANAGER** is found to be in default of any provisions of this Agreement and **MANAGER** fails to cure the default as provided herein. In the event of a default, the **ASSOCIATION**, through its' Board, shall notify **MANAGER** in writing of the default, and **MANAGER** shall have sixty (60) days to cure the default. In the event **MANAGER** fails to cure the default, and the default is of such a nature that the cure is within the control of **MANAGER**, the **ASSOCIATION** may terminate this Agreement, and the termination shall be effective immediately upon receipt of such notice by **MANAGER** that the default complained of, shall be grounds for **ASSOCIATION'S** termination of this Agreement.

4.3 Upon termination of this Agreement, **MANAGER** shall promptly account for and deliver to **ASSOCIATION**, or such person or entity designated, all revenues, receipts, materials, supplies, equipment, keys, contracts, documents, files books and records (including electronic media) pertaining to this Agreement and the management, operation and maintenance of **ASSOCIATION**. Further, **MANAGER** shall assign all existing contracts relating to **ASSOCIATION** to **ASSOCIATION**, or such person or entity designated; take such action as is reasonably required to effect an orderly termination of services; and, provide a final accounting of **ASSOCIATION** operations and finances within thirty (30) days following the end of the month in which the termination was effective

V. MANAGER'S COMPENSATION.

5.1 **ASSOCIATION** agrees to pay all reasonable costs and expenses incurred by **MANAGER** in the performance of its duties, and agrees to pay **MANAGER** a fee in the amount of ($3,964.25) per month payable in advance. This Agreement is subject to a two and one half (2.5%) percent annual increase on the monthly price above, effective January 1, 2011. In addition to the above compensation, any goods and services provided by **MANAGER** under Section 5.2 shall be due **MANAGER** as the terms set forth. For additional services rendered under Sections 5.2 Special Services, a fee of $75.00 per hour will be due **MANAGER**. **MANAGER** will be responsible for notifying **Board** or an officer when any additional service or compensation is necessary. The management fee is due and payable on or before the tenth day of each month. A late fee of one and one-half percent (1.5%) per month, eighteen percent (18%) annually, shall be added to any fee or fees due and remaining unpaid by the end of the month in which the service is rendered. This late fee shall continue to accrue on any portion of an outstanding balance, on a daily basis, due until the balance is paid current.

5.2 **ADMINISTRATIVE CHARGES** provides an itemization and explanation of administrative charges, which may be incurred by **MANAGER** in the performance of his duties. All charges are made only as services or materials are rendered. The charges reflected below are subject to adjustment by **MANAGER** upon thirty (30) days' notice to **ASSOCIATION**.

PHOTO COPIES:

ASSOCIATION is assigned an individual account number that must be entered before copies can be made. The copy machine tabulates the number of copies for **ASSOCIATION** on a monthly basis. The reimbursable rate for all photocopies is $.15 per copy for black and white and $.35 per copy for color. This reimbursable rate also applies to each original word processor printed page.

LONG DISTANCE TELEPHONE CHARGES:

ASSOCIATION is assigned an individual account number that must be entered before long distance telephone calls can be made. **MANAGER'S** telephone long distance carrier allocates the entire monthly telephone bill by account number. The reimbursable rate is the cost charged by the service provider.

POSTAGE, DELIVERY AND FREIGHT:

ASSOCIATION is assigned an individual account number that must be entered before postage can be obtained. The postage machine tabulates the amount of postage for **ASSOCIATION** on a monthly basis. **ASSOCIATION'S** reimbursable rate is the cost of charged by the service provider. For large volume mailings, **KA DIEHL** may utilize its bulk mailing permit and bill **ASSOCIATION** at the billing rate incurred. With regard to "postage paid" return items such as proxy cards, response envelopes, etc., **ASSOCIATION'S** reimbursable rate is the cost charged by the US Postal Service.

OFFICE SUPPLIES:

ASSOCIATION office supplies are purchased in the name of **ASSOCIATION** whenever possible. All regularly and frequently used office supplies will be purchased, in bulk, by **MANAGER** and **ASSOCIATION'S** reimbursable rate will be equivalent to **MANAGER'S** cost, billed on an as utilized basis.

TELEFAX:

ASSOCIATION is assigned an individual account number that must be entered before a fax can be transmitted so long distance faxes will be charged the cost of the fax.

WEBSITE:

ASSOCIATION is assigned a webpage through the **MANAGER'S** company site. Each homeowner will have access to account balances, pay on line options, review account history including violations and **ASSOCIATION** notices and have ability to vote on line as necessary. The one time set up charge for this site is waved. There is no monthly charge in addition to the management fee in Section IV of this contract. All notices, mailings including proxy mailing and online voting will be done through this site and thus significantly reduce the printing and postage expense to the **ASSOCIATION.**

FINANCIAL REPORTS AND ASSESSMENT PAYMENT COUPONS:

ASSOCIATION is responsible for all costs of assessment coupons, including the return mail envelope. This applies to the regular assessment coupons, any special assessment coupons, annual insurance payment coupons as well as any replacement coupons issued at an owner's request or resulting from a resale or other transfer cost of said coupon books is $3.25 per book

COLLECTION ADMINISTRATION:

MANAGER shall prepare notices of past due assessments, collection letters, demand letters and provide **ASSOCIATION** legal counsel with ongoing information about the status of delinquent owner accounts. **ASSOCIATION** recognizes and agrees that all such efforts to facilitate the collection of delinquent assessments are time consuming and an additional expense for **MANAGER**. To help offset the costs of collection of delinquent assessments due **ASSOCIATION**, **MANAGER** is entitled to charge each delinquent owner a collection fee of $10.00 per notice given the delinquent owner. The payment of such fee is the responsibility of the owner and not **ASSOCIATION**.

CERTIFICATE OF ASSESSMENT & TRANSFER FEE:

MANAGER shall prepare a certificate of assessment, as an extraordinary and special service for a selling owner, to comply with the requests of the lending agencies, closing attorneys and/or the title insurance companies detailing the status of the assessment account of the Unit owner at the time of closing. The charge for this service is payable at the time of the requested information. In addition, **MANAGER** will establish the necessary financial and administrative records and **ASSOCIATION** files for the new owner.

RE-SALE DISCLOSURE FORM:

MANAGER shall complete disclosure forms requested by a lender as part of its lender's financing package for a fee payable by the lender.

RETURNED CHECK PROCESSING CHARGE:

MANAGER shall charge an owner a fee of $35.00 for the processing of checks that are returned to **MANAGER** unpaid.

PAYROLL ADMINISTRATION:

Any site-based staff required by **ASSOCIATION** will be provided to **ASSOCIATION**. **MANAGER** will be responsible for advertising, pre-employment testing, benefits administration, and payroll administration for this staff as well as Wage and Hour reporting and EEOC claims administration. For this service **MANAGER** will charge a fee of twelve (12%) percent of the employee's base pay or hourly rate.

SPECIAL SERVICES:

The Association may request and **MANAGER** may provide additional or expanded services beyond the services outlined in the Agreement and not included in the compensation limits of the contract. Examples of special services are outlined below. The fee for these services shall be at an hourly rate of $75.00. Special services will not be performed until approved by the Board.

1. Participation in legal action initiated by or against the association which is outside the normal daily operations of the association, including attendance at court hearings, depositions, meetings and correspondence.

2. Insurance claim administration on cases involving property damage and personal injury items covered under the association's policy in excess of $1,000. Administrative charges by the **MANAGER** under this provision are charges incurred after the initial claim filing and shall accordingly be submitted with the claim.

3. Negotiations and claims of a protracted nature arising from warranty claims for work by the developer and/or performed by any contractor prior to the date of this agreement, including but not limited to FRT issues.

4. Consulting and administering requirements of the FHA, Fannie Mae and other approvals needed for financing.

5. Any capital projects such as roofing, siding, painting, seal coating, etc., which would require the complete attention of the manager or management staff.

5.3. In addition to the fees outlined in this section for services rendered; **MANAGER** may also receive direct or indirect compensation for their role in providing insurance products or services and other general services to **ASSOCIATION** pursuant to a direct or indirect affiliation with an organization. These fees are NOT in addition to those presented by the organization, in no way affect the pricing of the product or service and are included in the overall contracted service by **ASSOCIATION**. The partnerships created by **MANAGER** create a direct benefit to the Association and in no way distort or interfere with the competitive bidding process. All final decisions on products presented rest with the Board of **ASSOCIATION**

VI. LOTS.

6. This Agreement does not contemplate nor is **MANAGER** responsible or required to perform the upkeep and repair of the property of any unit owner or lot. However, **MANAGER** may, in its discretion, perform such maintenance and repair services requested by said unit owner or lot for a reasonable fee. Such fee to be billed directly to the unit owner.

VII. EXCULPATION.

7.1 **MANAGER** shall not be liable to **ASSOCIATION** and/or its unit owners for any loss or damage caused by acts of **MANAGER** unless said acts constitute gross negligence or willful misconduct. **ASSOCIATION** and its unit owners agree to defend, protect, indemnify and save harmless **MANAGER** from any such liability for damages, costs and expenses arising from injury to any person or persons or damage to any property in, about and in connection with **ASSOCIATION**, its common elements and dwellings from any other cause whatsoever, unless such injury or damage shall be caused by **MANAGER'S** gross negligence or willful misconduct. **ASSOCIATION** agrees to include **MANAGER** as a named insured on all **ASSOCIATION** liability insurance policies.

7.2 **MANAGER** assumes no liability whatsoever for any acts or omissions of **Board, ASSOCIATION**, any previous Boards, current or previous unit owners, previous managing agents or their agents. **MANAGER** assumes no liability for any failure of or default by any unit owners in the payment of any assessment due **ASSOCIATION** or in the performance of any obligations owed by the unit owner to **ASSOCIATION**. **MANAGER** assumes no liability whatsoever for any failure of or default by concessionaires in any rental or other payment to **ASSOCIATION**. Further, **MANAGER** does not assume any liability for violations of environmental or other regulations by **ASSOCIATION**. **MANAGER** shall advise **ASSOCIATION** in writing of any regulatory violations or hazards discovered during the term of this Agreement, and **ASSOCIATION** shall promptly cure them.

7.3 **MANAGER** shall be named insured as their interests apply on the **ASSOCIATION'S** insurance policies, including but not limited to, Property/Liability policy, Directors and Officers Liability policy, Fidelity Bond and Umbrella.

7.4 All exculpation and indemnity provisions contained in this Agreement shall survive any termination of this Agreement.

VIII. MANAGER AS MANAGING AGENT or AGENT OF ASSOCIATION

8. Everything done by **MANAGER** under the provisions of ADDENDUM B shall be done as Managing Agent for the **ASSOCIATION** and any and all obligations or expenses incurred there under shall be for the account, on behalf, and at the expense of the **ASSOCIATION**. Any payments to be made by **MANAGER** hereunder shall be made out of the accounts of the **ASSOCIATION**. **MANAGER** shall not be obligated to make any advance to the account of the **ASSOCIATION** or to pay any sum on their behalf, nor shall **MANAGER** be obligated to incur any liability or obligation under this Agreement without assurance that the necessary funds for the discharge thereof will be provided.

IX. GENERAL

9.1 This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties hereto, their successors and assigns.

9.2 This Agreement shall constitute the entire Agreement among the contracting parties and no variance or modification thereof shall be valid and enforceable except in writing. Any subsequent change in this agreement which might alter the **MANAGERS'** responsibilities or rights as defined in this agreement shall require prior approval by **MANAGER**.

9.3 **MANAGER**, through its in-house Insurance Brokerage Consultant will provide insurance brokerage and consulting services to **ASSOCIATION** to maximize savings on insurance premiums. **MANAGER'S** Insurance Brokerage Consultant utilizes their specialized expertise in Community Association Insurance by obtaining quotes from the highest rated insurance companies in the country on behalf of the **ASSOCIATION**. **MANAGER**, through Insurance Consultant, we will review the insurance specifications outlined in the documents, create submissions and solicit quotes, review all quotes received and present to **ASSOCIATION** Board for final approval.

9.4 **MANAGER**, through its involvement with continuing education and commitment to the Community Association Industry is requiring that, during the term of this Agreement, **ASSOCIATION** or **ASSOCIAITION** Board Members shall maintain a membership in the local chapter of CAI (Community Association Institute). Membership will be paid by the **ASSOCIAITION.**

9.5 Notice hereunder shall be valid if in writing and sent by registered or certified mail, if to the **ASSOCIATION**, to the Property, and if to the **MANAGER** to, 11740 Highway 17 Bypass South, Murrells Inlet, South Carolina, 29576 or to such other addresses as shall from time to time be designated by either party by appropriate notice.

9.6 The **MANAGER** reserves the right to affix an (8" x 20") "Professionally Managed by....." sign to the existing **ASSOCIATION** signs. Said signs shall conform to the **ASSOCIATION** 's architectural standards and colors.

9.7 This agreement was executed in the State of South Carolina and shall be interpreted according to the laws of the State of South Carolina.

X. **SEVERABILITY**.

10. If any section, subsection, sentence, clause, phrase or word of this Agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portion of this Agreement, and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be valid as if such excluded parts had never been included herein.

This Agreement shall inure to the benefit of and constitute a binding obligation upon **MANAGER**, **ASSOCIATION** and **Board**, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first above written.

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION , INC.

WITNESS:

Vicki Gallagher

By: _____
Rosemary Toth, President

WITNESS:

Maria Lenkey

K. A. DIEHL & ASSOCIATES, INC.

By: _____
Robert E. Barlow, Jr., President

ASSOCIATION SERVICES

ADDENDUM B
DUTIES OF MANAGER

MANAGER shall render services and perform duties consistent with all applicable and relevant policies, directives, rules, regulations and by-laws, covenants and restrictions and procedures of the **ASSOCIATION** and consistent with such budgetary limitations as may be imposed by the **ASSOCIATION**, as follows:

A. ***FINANCIAL SERVICES***

1. **ASSESSMENTS:**

   a. Receive all assessment payments and other charges utilizing a monthly mailing coupon; no cash will be accepted on behalf of the **ASSOCIATION**.

   b. Deposit all receipts in a segregated account, in the name of the **ASSOCIATION**, at a financial institution recommended by KA Diehl & Associates

   c. Maintain a computerized monthly record of assessment billings, late fees, adjustments and payments received.

   d. Prepare a delinquency listing at the end of each month.

   e. Assist in the development and enforcement of a delinquency procedure.

   f. Administer the established delinquency procedure by charging the appropriate late charge and issue late letters in accordance with the Federal Fair Debt Collection Act on behalf of the **ASSOCIATION**.

   g. Cooperate with legal counsel on collection matters.

2. **DISBURSEMENT PROCEDURES:**

   a. Receive, review and approve invoices on behalf of the **ASSOCIATION**.

   b. Prepare and disburse checks for payment of approved expenses from **ASSOCIATION** accounts. Inspect and/or verify to the best of the **MANAGER'S** ability, that all work performed by the contractors has been satisfactorily performed before payment is made.

   c. Maintain monthly disbursement files, which include copies of all invoices with copies of all checks and the check registers.

   d. Issue all necessary forms consistent with Internal Revenue Service guidelines.

3. **AUDIT AND TAX RETURN:**

   a. Contract with an independent certified public accountant on behalf of the **ASSOCIATION** to prepare an annual certified audit of the **ASSOCIATION** books and records and Income Tax return.

   b. Assist the certified public accountant in the preparation of all tax returns during the audit process.

   c. Review and make recommended adjustment to the **ASSOCIATION** records as outlined in the audit.

4. **FINANCIAL REPORTS:**

a. Prepare and maintain all records necessary to produce the monthly financial report which includes the following:

1. Balance sheet
2. Repair and Replacement Fund Summary
3. Statement of Revenue & Expense Operating - Current Month
4. Statement of Revenue & Expense Operating - Year-to-Date
5. Statement of Revenue & Expense Reserve - Year-to-Date
6. Aged Accounts Receivable Report
7. Check Register
8. Bank Statement (s)

Note: Statements/Reports will be prepared by the 25th of the month following the month reporting

5. **BUDGET PREPARATION:**

a. Prepare the initial draft of the annual budget at lease 90 days prior to commencement of the fiscal year.

b. Distribute the final budget to all owners at least 30 days prior to the commencement of the fiscal year, or as outlined in the documents.

6. **RESERVE FUNDING:**

a. KA Diehl has partnered with local banks and investments firms to provide investment services for the reserve funds to maximize earning.

b. Reserve funds are maintained in an interest bearing account based upon the major repair and replacement fund report prepared by an engineering firm.

c. Through these institutions we coordinate the recommendations of the finance committee and the Board in investing the Reserve Funds.

7. **FIDELITY BOND:**

The insurance should be a minimum of an amount equal to three (3) months collections plus the total of all reserve funds or as required by FNMA. **MANAGER** will be added as an additional insured to the **ASSOCIATION** fidelity bond.

B. ***COMMON AREA SERVICES***

1. **MAINTENANCE:**

Receive maintenance request from residents or Board and process work orders through computerized maintenance work order program; acknowledge written requests, and maintain complete log. Review and approve hours spent per work order; track requests through completion and report to the Board on a monthly basis all costs and open work orders.

2. **OUTSIDE CONTRACTORS:**

a. Initiate a competitive bidding process for services where the cost exceeds $2,000.00. **MANAGER** will solicit at least three (3) bids for maintenance and service contracts and present them to the Board with recommendations

b. Assist the Board in the preparation of bid specifications and distribute to potential pre approved bidders.

c. Submit recommendations regarding the bids received, check references and recommend action for approval by the Board.

3. **COMMON AREA CONTRACT SERVICES:**

a. Monitor the performance of contractors who provide services for landscaping, maintenance, and trash removal and report to the Board any occurrences that are in violation of contracted services.

b. Recommend and assist in the selection of contractor, **MANAGER'S** pre approved vendor list and finalize contracts with all contractors selected by the Board.

c. All contracts shall be executed by the President of the **ASSOCIATION**, using the **MANAGERS** "Universal Contract Format", unless there is any emergency or unless **MANAGER** is specifically directed by resolution to execute contracts on behalf of the **ASSOCIATION**.

4. **PROPERTY INSPECTIONS:**

a. Conduct inspections of the property, a minimum of two (2) inspections per month to ensure architectural harmony and compliance with all **ASSOCIATION** rules and regulations.

b. Provide a monthly report to the board listing items which come to the attention of the **MANAGER** as a result of such inspections.

c. Conduct a comprehensive inspection of the property with the Board of Directors and file report, annually.

5. **EMERGENCY SERVICE:**

a. Maintain a twenty-four (24) hour, seven (7) day a week emergency response service.

C. ***GENERAL ADMINISTRATION***

1. **COMMUNICATIONS AND CORRESPONDENCE:**

a. Advise the Board of new trends and laws pertaining to community **ASSOCIATION'S**.

b. Maintain correspondence dealing with business matters of the **ASSOCIATION** and its residents, contractors or agents.

c. Coordinate the mailing and distribution of notices to all unit owners and residents as required.

d. **MANAGER** shall assist the officers and **Board** in maintaining **ASSOCIATION'S** minute book, membership list, and other records required to be kept by **ASSOCIATION.** Such records shall be kept by **MANAGER** and shall be available for use and inspection by **ASSOCIATION** during normal business hours.

e. **MANAGER** shall assist the appointed committee in preparing and distributing newsletters to the general membership relating to affairs of **ASSOCIATION.**

f. Communication between the Board and **MANAGER** will be through a designated liaison, preferably the President.

2. **INSURANCE ADMINISTRATION:**

a. KA Diehl has partnered with an Insurance Brokerage to provide insurance brokerage services to maximize savings on insurance premiums by utilizing their specialized expertise in community **ASSOCIATION** insurance and obtaining quotes from the highest rated insurance companies in the country on behalf of the **ASSOCIATION**.

b. In conjunction with our in house Insurance Consultant, we will review the insurance specifications outlined in the documents, create submissions and solicit quotes, review all quotes received and present for Board approval.

c. Assemble information to establish an **ASSOCIATION** claim in response to any circumstance covered under the policy and to maintain protection of property.

3. **RECORD KEEPING:**

Maintain a complete set of files and records including the following where applicable:

a. Individual Unit Files
b. Association Documents
c. Amendments to the Declaration
d. Rules and Regulations
e. Policies and Resolutions
f. Current Contracts
g. Insurance Policies and Quotes
h. Financial Statements
i. Minute Book and Corporate Seal
j. Board Agendas
k. Plot plans
l. Property Inventory
m. List of Contractors
n. Specifications and Guidelines for Architectural Requests
o. Current Resident List

4. **RECORD STORAGE**:

If requested, permanent records which are older than three years and other materials or records will be stored by the **MANAGER** for an annual fee charged to **ASSOCIATION**. The **ASSOCIATION** recognizes that its records are not kept in a fireproof environment and could be subject to loss or damage.

5. **MEETINGS:**

a. Supervise and assist in the annual election meeting of the **ASSOCIATION**. Prepare all election material, proxies, ballots and notices.

b. Attend four (4) regular meetings of the **ASSOCIATION** as established. Additional meeting attendance beyond those designated shall be charged as outlined in Section V of this agreement.

c. Distribute to the Board in advance of the meeting, the agenda as established by the President, along with any materials which will support in the facilitation of those meetings.

6. **RE-SALE CERTIFICATION:**

MANAGER shall be responsible for all administrative work required to process transfers of unit ownership, including assessment payment information for title closing agents, needed information to lending institutions, and permanent files on new owners. **MANAGER** charges a reasonable fee as set forth in Section V of this

Agreement for its efforts to provide these services. Such fee is an expense of the party requesting such service and not the responsibility of **ASSOCIATION.**

7. **PROFESSIONAL CONSULTANTS:**

MANAGER, at the expense of **ASSOCIATION,** shall retain and employ attorneys at law, accountants, engineers, architects and such other experts and professionals whose services are reasonably required by **MANAGER** to effectively perform its duties and exercise its powers hereunder.

8. **OPERATION PROCEDURES:**

Assist the Board in developing a permanent file for the **ASSOCIATION** relating to specifications on paint colors, roof type, electrical replacement, building exteriors, recreational facilities and policy guidelines dealing with financial and maintenance affecting common areas.

D. ***ARCHITECTURAL CONTROL AND REVIEW***

1. **STANDARDS:**

a. Review the **ASSOCIATION'S** protective covenants, rules and regulations pertaining to common area.

b. Provide a list of any violations and make recommendations as to corrective actions.

c. Assist the Board in maintaining the overall preservation of the community so as to protect the property values of the **ASSOCIATION** members.

2. **RULES ADMINISTRATION:**

a. Receive, in writing, all complaints regarding violation of the covenants of the **ASSOCIATION.**

b. Inform, in writing and as outlined in the established policies of the **ASSOCIATION,** any resident who is in violation of the protective covenants, rules or regulations.

c. Recommend action in the administration and enforcement of fines, legal action, etc. with regard to infractions of the rules.

3. **RULES DEVELOPMENT:**

a. Assist and recommend in the on-going development of rules and Regulations of the **ASSOCIATION.**

b. Advise and direct the Board as to their responsibilities regarding enforcement and administrate same.

c. Inform the Board of any significant legislation or court decisions which may affect any of the established rules and regulations of the **ASSOCIATION.**

384

REGULAR QUARTERLY MEETING OF THE BOARD OF DIRECTORS

November 2, 2011
6:30 PM

MINUTES

The regular scheduled quarterly meeting of the International Club Homeowners Association Board of Directors was held on November 2, 2011 at the International Club Amenity Center located at 1551 International Club Drive in Murrells Inlet, SC.

PLEDGE OF ALLEGIANCE

I. **Opening of Meeting - Call To Order**
The meeting was called to order at 6:30 P.M. Members of the Board of Directors present were Bill Freiboth, Camille Noonan and Roseanne Gillie. Unable to attend was Bob German. Also present were Senior Community Manager, Beckie Abel and Assistant Community Manager, Julie Case with K.A. Diehl.

Bill Freiboth served the meeting as Chairman and he appointed Julie Case with K.A. Diehl as Recording Secretary.

II. **Adopt the Agenda**
A motion was made to adopt the agenda as written and distributed for the November 2, 2011 Regular Quarterly Meeting of the Board of Directors.
Motion made by Roseanne Gillie
Seconded by Camille Noonan
Motion passed unanimously

III. **Approval of Minutes**
A motion was made to dispense the reading of the August 3, 2011 Meeting Minutes of the Board of Directors.
Motion made by Camille Noonan
Seconded by Roseanne Gillie
Motion passed unanimously

A motion was made to approve the meeting minutes of the August 3, 2011 Regular Quarterly Meeting of the Board of Directors.
Motion made by Roseanne Gillie
Seconded by Camille Noonan
Motion passed unanimously

IV. **Treasurer's Report**
Treasurer Roseanne Gillie reported on the International Club's financial status as of September 30, 2011. She shared that the Master expenses at the end of nine (9) months totaled $195,780.07. The amount reflects billing and not necessarily income received. The total amount billed for the P.A.Ce budget at the end of nine (9) months

totaled $269,998. It was noted that only those members with the rights to use the P.A.Ce facilities are responsible for the P.A.Ce Assessments.

V. Secretary's Report

Secretary Camille Noonan reported that there was no contact the board requests made through the community website over the past quarter, however, there were four (4) maintenance requests made.

VI. Committee and Board Reports

a. ARB

ARB Chairman Bill Fletcher shared that there were a total of seven (7) requests made to the ARB and they were all approved. He also stated that the completed revision of the ARB Guidelines was submitted to the Board of Directors for approval and ARB Member, Jane Bowers would like to present highlights of the new guidelines.

Chairman Freiboth asked that Jane wait until New Business to highlight changes made to the guidelines.

b. Building

Same as Annual Members Meeting

c. Communications

Same as Annual Members Meeting

d. Golf Course

Same as Annual Members Meeting

e. Grounds

Chairman Freiboth reported on grounds activity and shared that an additional landscape project was recently completed: Fall Annuals were planted in many planting beds but choice is more limited for the fall plantings and reduced the density of plants which also reduced cost. He further noted that most new landscape work was done earlier in the year. A motion was be entertained under New Business to approve additional landscaping work to be done in 2011.

Chairman Freiboth also shared that seven flags were replaced along International Club Blvd, and they seem to last about 5-9 months as wind frays them and sun bleaches out the color.

f. Maintenance

It was shared that the maintenance performed around the community consists of replacing a speed sign on Tournament Blvd., replaced curb sign boards at the front entrance, replaced hot water tank resulting in a savings to the HOA of $300 for it purpose only services the sink, and redoing the closet.

g. Pool

The pool update will be given in the Board Report to be given by Chairman Freiboth.

h. Social Committee

Same as Annual Members Meeting

i. Welcome

The new Welcome Committee Chairperson, Barbara Jeeter, was thanked for volunteering for the seat.

j. Board Reports
Chairman Freiboth reported on the Boards activities and the full report is attached to these meeting minutes as EXHIBIT "A".

VII. Old Business
There was no Old Business to discuss at this time.

VIII. New Business

a. ARB Guidelines Revision
Mrs. Jane Bowers of the ARB shared the revisions made to the guidelines with the Board.

1. An addition was made to include driveway specs and what the determination is to collect a deposit.
2. Mailbox and Mailbox post specs were included.
3. The ARB Review Fee was removed from the guidelines and practice. Fees were originally collected for larger modifications in the event that an Architect was needed to review plans. Since this is no longer necessary, the committee cancelled the collection of such fees.
4. The checklist for submittals was modified as well as the Modification Application. The application now provides an area to record signatures of the ARB members on the applications status. Another addition was made to record post inspection dates, ARB member performing the post inspection and notes if necessary.

A motion was made to approve the ARB Guidelines as revised and submitted to the Board of Directors and to mail a copy to all owners with the budget mailing.
Motion made by Roseanne Gillie
Seconded by Camille Noonan
Motion passed unanimously

b. Approval of Landscaping Funding
A motion was made to approve funding for replacement of missing and dead trees and to proceed with vegetation removal in the Meadows Pond area.
Motion made by Camille Noonan
Seconded by Roseanne Gillie
Motion passed unanimously

c. Pool Filters and Plumbing Replacement
Chairman Freiboth explained that two new sand filters will replace the existing pool filtration system. Electrical work is necessary and plumbing above floor must be changed. A timer will also be added to cut the cost of running two pumps in half in the off season and another to allow the pool and overhead lights to have different time schedules. Sand filters produce cleaner water and the payback period is approximately four (4) years by avoiding ongoing purchase and labor intensive cleaning of sixteen (16) cartridge filters.

Additionally, a hand dryer will be installed replacing paper towels in the bathrooms. The electrical needs are in place including a GFI to support this addition but may not take place until 2012 depending on year end budget restraints. The addition will be offset by eliminating the paper towel expense.

A motion was made to approve the replacement of existing pool filters and plumbing with sand filters.
Motion made by Camille Noonan
Seconded by Roseanne Gillie

Motion passed unanimously

d. Sealing of Amenity Center Parking Lot

The Board should be recoating the surface of amenity parking lots. The lots are in need of recoating, and it is also called for in the reserve schedule. Beckie Abel also noted that the lot is also in need of repair before sealing in many areas. There may be a need to designate visitor parking space depending on plans being considered to provide limited visitor parking at night. This project will most likely occur in 2012 due to time or budgetary constraints at year end. Management will have a contractor come out and mark the areas in need of repair.

A motion was made to have both amenity center parking lots recoated once the proper bid is approved.
Motion made by Camille Noonan
Seconded by Roseanne Gillie
Motion passed unanimously

IX. Schedule of Next Meeting

The next meeting of the International Club Board of Directors will be held on Wednesday, February 1, 2012 at 6:30P.M. in the amenity center meeting room.

X. Member Comment

- Mike Butryn – Mr. Butryn asked that the Board evaluate Ennis Drive's ground condition since there seems to be a lack of grass in this area. He did suggest that some kind of ground cover be installed in place of the struggling growth that is near nonexistent.
  Mr. Butryn also asked the Board to elaborate on the Jarmuth vs. International section of the suit in regard to Pebble Creek and the reference to $1,000 for a pool fund.

  The Board addressed Mr. Butryn's questions by explaining that there are several parts of this suit and it is going through all the channels that is leading up to the trial date. The Board also directed anyone interested in information concerning the lawsuit to visit the website where it is posted for members view.

- Rosemary Toth – Mrs. Toth announced that the Burgess Community is having a meeting at the St. James High School to review community plans at6:30 on November 11, 2011. She also shared that the Burgess Community Meeting will be held on November 17, 2011 at 7PM and she encouraged all members to attend.

- Pete Pizzi – Mr. Pizzi brought to the attention of the Board that the Bradford pear trees on Pickering Drive need to be pruned for he fears that they may be hazardous. These trees are on private property, but he suggested that an arborist be contacted to inspect the matter and provide a bid that will be extended at a discounted rate to all of the private owners that have these trees on their property. The Board responded that they are aware of the potential issues and they will be looking into it.

- Jane Bowers – Mrs. Bowers brought it to the attention of the Board that the roadside sign frames need to be repaired. She also shared that she feels that tinting should be applied to the closet windows in the library to shield the material from view. Another concern she shared was that areas on the main entrance without curbing are the areas being damaged by vehicles more frequently than in other locations with the curbing. The Board assured Mrs. Bowers that they are

working on the signage and they are already working with the county on options to improve the uncurbed areas to deter damage to the grounds.

XI. Adjournment

A motion was made to adjourn the meeting.
Motion made by Roseanne Gillie
Seconded by Camille Noonan
Motion passed unanimously

Respectfully Submitted by:_____
Julie Case, Acting Recording Secretary – K.A. Diehl

Approved by:_____
Camille Noonan, Secretary

385

INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION

ARCHITECTURAL GUIDELINES

ADOPTED: January 2005
Amended: June 2005
Amended: November 2005
Updated: January 2007
Amended: April 2008
Amended: July 2010
Amended: November 2011

No Parking Section

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW BOARD GUIDELINES

FOR MODIFICATIONS AND ALTERATIONS TO EXISTING RESIDENCES

I. INTRODUCTION

The Architectural Review Board (ARB) is appointed by the Board of Directors of the International Club for the purposes of ensuring the compatibility of design among the single and multi-family homes; to preserve and enhance the natural design objectives of the community; to establish and maintain a harmonious design for the community; and to promote and protect the value of properties within the International Club community.

In order to accomplish its purposes, the International Club Covenants and Rules and Regulations (CR& R's) state that no construction or improvements of any nature whatsoever will be commenced or maintained by the Association or any Owner, on any portion of the development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, patios, courtyards, amenity and recreational facilities, walls, fences, or exterior lights without approval by the ARB. Nor will any building construction, exterior addition, change or alteration be made (including, but not necessarily limited to all elevations) without the submission of a complete landscaping/architectural plan for the Unit and a complete tree survey/plat of the Unit showing the grading, filling, nature, kind, size, shape, height, materials, color and location of same and approval in writing as to the harmony of the exterior design and location in relation to the surrounding structures and topography to the ARB. Any change in exterior appearance of any building, structure, fence, sidewalk, wall, drive, exterior lighting, painting or other improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval by the ARB.

The ARB, in its sole and absolute discretion, has the right to approve or refuse plans, location, or specifications based upon aesthetic considerations.

The ARB shall have the authority to waive requirements set forth in the architectural standards in the Declaration of Covenants and Restrictions and these Guidelines on a case by case basis. The granting of such waiver will not impair or otherwise affect the right of the ARB to continue to require strict compliance with the stated requirements.

Owners may appeal a decision of refusal by the ARB by writing to the Board of Directors. The Board of Directors' decision is final and binding.

THESE GUIDELINES ARE NOT ALL INCLUSIVE. They are intended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other changes than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any change which represents a difference in the appearance of one's home. The ARB member will advise whether a formal application for the proposed change is necessary. ***Homeowners should also refer to the International Club COVENANTS and RULES & REGULATIONS.***

II. REVIEW AND APPROVAL PROCESS

A. Plan Approval

Submit an application and one copy of the preliminary drawings to the ARB for review. Submitted documents must comply with the Architectural Review Checklist attached hereto. Please be sure to provide material and color samples.

B. Final Inspection

Submit an application and one copy of the final construction/modification/alteration drawings and specifications to the ARB for final review.

C. Revision of Improvement Review

Submit one copy of drawings and/or letter of description of revisions or improvements to the ARB for review. No revisions or improvements shall be implemented without ARB approval.

D. Construction Scheduling

Construction must commence within six months from Final Approval or plans must be resubmitted to the ARB for review and approval.

E. Items Which Need No Approval

1. Changing of annual flowering plants, replacing dead vegetation, replenishing mulch, and changing shrubs and perennial flowers in existing beds;
2. Installation of kick-plates on doors and installation of full view front storm doors and 60 % view back and side storm doors that match a color of the house or shutters;
3. Repainting the house or trim in ***exactly*** the same color;
4. Replacement of garage and/or porch lights;
5. Driveway and sidewalk coatings that are clear concrete sealant or coatings in colors that match the siding of the house.

III. HOMEOWNER GUIDELINES

These Guidelines are not all inclusive; Homeowners should also refer to the International Club Covenants and Rules & Regulations.

A. Site Grading

1. Site grading should not be undertaken without ARB approval.
2. Lots must have positive drainage. Water run-off should be directed to natural swales or storm drainage facilities installed by the developer. Underground recharge wells are strictly prohibited.
3. No structures or other items, including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the rights of ingress and egress provided for in this paragraph. Specifically, no Owner shall erect any structure, including, without limitation, walls, fences, or paving within the areas shown on the Plat of the Properties for the use of Drainage Easements, Utility Easements, or Sewer Easements, nor shall any Owner change the grade of any such easement area, provided however, that driveways may cross utility and drainage easements at the front of the lots subject to prior approval of the Association and that any planting in easement areas shall not interfere with the applicable easement and shall be limited to grassing and small shrubbery.

B. Driveways/Sidewalks

Driveway and sidewalk surface coatings require ARB approval except clear concrete sealant or coatings in colors that match the siding of the house. Complete replacement or extension of driveways/sidewalks require ARB approval.

C. Hot Tubs, Jacuzzis, Tennis Courts

1. Hot tubs and jacuzzis require approval from the ARB. Hot tubs and jacuzzis must have a locking cover and be screened from view. All such improvements shall be subject to approval of and compliance with all governmental laws and regulations (both State and County).

2. Tennis courts are not permitted on any lot within the International Club.

D. Pets

No exterior dog houses, kennels, fenced runs or pens for the housing of any pet shall be maintained on any lot.

E. Exterior Lighting

1. Exterior lighting must be approved by the ARB except for replacement garage and porch lighting. Colored lamps will not be permitted. Exterior lights and bug zappers must not be nuisance to adjoining properties. Lamppost and low voltage decorative lighting must also be approved by the ARB.

2. Sensor lighting must not infringe upon one's neighbors' privacy.

3. All holiday lighting should be displayed for a reasonable limited time, before and after the time of celebration. Holiday lighting can not be displayed before the Thanksgiving holiday and must be removed no later than the 10th of January.

F. Trash Receptacles and Trash Pick-up

Each homeowner is provided with a trash receptacle as required by the company contracted to provide trash removal.

1. The trash receptacle shall be visible from the streets on garbage pick-up days only.

2. Any trash receptacle screening must be approved by the ARB. All screening must be securely anchored per hurricane specifications.

G. Communication System

1. The placement of all satellite dishes/antennae on the exterior portion of a dwelling or on any Unit must be placed in the most inconspicuous/unobtrusive location (preferably on the roof) where a signal can be received.

2. No satellite dish may exceed 24 inches in diameter.

H. Utilities/Service Areas/Accessory Structures

1. No clothesline shall be located upon the premises so as to be visible from any Common Area or other Unit.

2. No window air-conditioning units shall be permitted without ARB approval.

3. No structure of a temporary nature shall be placed or allowed to remain upon any Unit at any time.

4. No oil or natural gas drilling, refining, quarrying, or mining operation of any kind shall be permitted.

5. No individual water supply system shall be permitted upon any Unit with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved by the ARB in all respects, including the pump and the covering or screening thereof and method of operation, prior to installation.

6. No surface toilets or septic tanks are permitted on any Unit other than those utilized by contractors involved in the actual construction of improvements on a Unit.

I. Landscaping

1. All landscaping must be maintained in a manner consistent with the standards of the community. It is expected that Owners will observe seasonal needs for replanting, changing of annual flowering plants, and replenishing mulch as needed. No cultivated vegetable garden plots

of any size are permitted.

2. No trees or bushes of any kind having a trunk diameter of six inches or more (measured from a point two feet above ground level) shall be removed from any Unit without the express written authorization of the ARB. The ARB shall further have the authority to require any Owner removing a tree in violation of this clause to replace same at such Owner's expense. The ARB shall have the right to have specimen trees preserved and to have site planning and plans approval providing for their preservation.

J. Lawn and Garden Implements/Grills, Etc.

1. Lawn and garden implements must be stored in the garage, or off-site, when not in use (i.e. wheelbarrows, rakes, shovels, etc.)

2. Garden hoses should be stored properly indoors or outdoors on suitable mounts, or neatly coiled up in an inconspicuous area.

3. Grills must be kept on back patios and/or out of sight from the street when not in use.

K. Firewood

Firewood may be stored neatly only on that part of any Unit away from the street lying beyond the front line of the house and in a manner and location that is not viewable from any street when possible, in a rack above grade.

L. Recreational Equipment

1. Recreational equipment (i.e. basketball goals, bicycles, golf carts, etc.) must be stored indoors when not in use.

2. Swing-sets must be approved by the ARB and if approved must be securely anchored per hurricane specifications.

M. Banners/Signs/Letters

1. No banners, signs, or letters shall be attached to any Unit or located in or about windows and/or property visible from the street or adjoining properties without ARB approval.

2. There is one approved For Sale sign, which is green with white lettering, 24 X 24 inches with the community logo, For Sale and a contact phone number. Please contact the HOA management company concerning the availability and purchase of the approved sign.

N. Gazebos, Arbors, Trellises, Pergolas, Etc.

Structures such as gazebos, arbors, trellises, awnings, wishing wells, and the like must be approved by the ARB and must be securely anchored according to hurricane specifications. (See also IV. A. on page 6.)

O. Lakes-Fences/Barriers/Docks/Piers

1. No foliage or vegetation on bodies of water or water courses shall be removed or altered without permission of the ARB.

2. No dock, pier, landing, wharf, or other structure shall be constructed, placed, or allowed to remain on any body of water, water course without the approval of the ARB, the Association, and in appropriate cases, governmental entities having jurisdiction.

3. No fences shall be permitted which obstruct the view of any stream or other body of water, golf course, or recreational amenity when viewed from inside any other Unit, or which interfere with the playing of golf on any nearby golf course or with the use of any recreational amenity.

4. No water vehicles shall be permitted on any body of water.

5. No waste, garbage, or waste waters are to be discharged, dumped or otherwise placed or allowed to remain in or near any body of water or water course.

6. Lake unit homeowners must refer to the Covenants for further guidelines and restrictions.

P. Golf Course Lots

1. "Golf Fairway Residential Areas" is defined as all those residential lots or tracts or blocks of land intended for residential development located adjacent to any golf course located in the community.

2. That portion of any golf fairway residential lot or residential tract within twenty feet of the lot or tract line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or tract landscaping plans must be approved by the ARB before implementation.

3. There is reserved to the Association a "Golf Course Maintenance Easement Area" on each lot or tract adjacent to any golf course located in the community. The recovery of golf balls only, not play, is permitted in such areas.

4. Golf course unit homeowners must refer to the Covenants for further guidelines and restrictions.

Q. Conservation Area Lots

1. Conservation easement areas shall be maintained in their natural state. The removal of trash, weeds, or dead, decaying, or diseased vegetation may be allowed by the HOA. Any natural buffer zone shall not be disturbed in any manner and/or for any reason.

2. No construction or planting shall be allowed in any conservation easement or natural buffer area.

3. No disposal of trash, yard waste, garbage, and/or construction waste shall be allowed in any conservation easement or natural buffer area.

4. Conservation area/natural buffer area unit homeowners must refer to the Covenants for further guidelines and restrictions.

R. Mailboxes

1. Each Owner will use and maintain the mailbox design and type established by the Developer.

2. Owners should contact the Association Management Company for information concerning the type for replacement boxes. Homeowners can purchase mailbox paint as follows: Pebble Creek - Weathershield Semi-Gloss One Coat White #DU3914 and Links, Meadows, and Highlands - Sign It Quick Bone White (one vendor that carries both is Sherwin Williams on 17S Bypass).

3. Lettering and/or numbering must be approved by the ARB.

S. Fences

1. No fence or fence wall shall exceed a height of four feet. No fence can extend beyond the setback lines as indicated on each homeowner's plat/survey.

2. Pre-finished black or white steel, aluminum and vinyl are the recommended materials. All fence designs, colors, locations must be approved by the ARB. Said fences shall match or complement the colors of the exterior on the principal house structure. No chain link fences are permitted.

3. No fence may be constructed or maintained on the portion of the unit between the single family dwelling and the golf course parcel, unless otherwise approved by the ARB.

4. Fences will not be constructed in the front yard of any Unit.

5. No fences shall be permitted which obstruct any view from inside or outside any other Unit, or which interfere with the playing of golf on any nearby golf course or with the use of any recreational amenity.

6. Fence locations must be approved by the ARB prior to installation.

IV. ARCHITECTURAL GUIDELINES

These Guidelines are not all inclusive; Homeowners should also refer to The International Club Covenants and Rules & Regulations.

A. Exterior Materials/Colors

1. Acceptable exterior materials/colors include black or white painted or black or white stained wood; natural colored brick; and neutral colored vinyl siding. When roof repairs are necessary every attempt should be made to match the existing roof color. Roof penetrations should be made to coordinate with the roof color. When a homeowner is ready to replace their existing roof the new roof color must be approved by the ARB. Recommended gutter color is white. The paint or vinyl siding color of the exterior of residences, or screening, shall not be modified without the approval of the ARB.

2. Unacceptable exterior materials/colors include, but not limited to, untreated wood, glazed or yellow brick, concrete bricks, masonry block, exterior wainscoting, aluminum siding, vivid or bright colors.

B. Carports/Garage Doors

Carports are not permitted. Decorative garage doors are not acceptable.

C. Solar Devices

Solar device requests will be reviewed by the ARB. Devices should be compatible with the site, and integrated within existing architecture.

D. Exhaust Fans

Exhaust fans are permitted and should be installed in unobtrusive roof locations, preferably in the rear of the house, and should be painted to match the roof shingles.

E. Propane Gas Tanks

Any propane gas tank shall be buried underground on the Unit and the lid shielded from view from any road by plantings or other means approved by the ARB.

F. Windows and Doors

1. Windows and doors shall be compatible with the house and be of quality materials. The use of standard or wood doors in conventional wood finishes is acceptable. Natural aluminum windows and doors are unacceptable.

2. Any decorative front doors (etched glass, grillwork, etc.) will require ARB approval. A catalog cutout of the proposed door must be submitted to the ARB for approval.

(See II. E. 2 Review and Approval Process).

G. Service Signs

No service industry signs are permitted except for a security systems deterrent sign and an electric invisible fence sign. Signs must be tastefully located in the front of the residence and should not exceed a maximum size of 12 inches X 12 inches. Any other signs must be approved by the ARB.

H. Decorative Shutters/Hurricane Shutters

1. Standard shutters may be installed to replace or augment the original shutters installed at the time of construction and may also be installed on side or rear windows. Style and color must be approved by the ARB.

2. Requests for Bahama-style shutters will be considered but must be of "hurricane protection" quality and installed per manufacturers recommendations for that intent.

3. Hurricane shutters must be approved by the ARB. Such shutters may be put up no more than one week prior to a predicted storm and must be removed no later than one week after emergency officials issue a reopening of the area to residents. NOTE: The Association can legally hire out for the removal of said storm shutters at Owner's expense if not removed in a timely manner (14 days maximum).

I. Construction Rules

1. Any construction must be applied for and approved by the ARB. Plans must be submitted as well as a time line for completion of the project.

2. The roof pitch for additions should conform to existing architecture.

3. Construction must commence within six months from the Final Approval or plans must be resubmitted to the ARB.

4. Once construction commences improvements must be completed within nine months and all landscaping must be completed within thirty days after completion of the improvements.

5. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight hours.

6. If portable toilets are required during construction all attempts must be made to make it as unobtrusive as possible.

7. No more than two construction related vehicles may be parked on the street in front of the construction site and the parking location of said vehicles must allow for easy ingress and egress of regular community traffic.

8. Owners of units adjacent to any natural buffer zone, lake, pond, golf course, conservation area are responsible for advising their contractor or subcontractors of said area and will ensure no encroachment or clearing of said area or dumping of trash, garbage, or debris.

Construction hours for modifications, additions, and alterations are:

Weekdays:	Saturdays:	Sundays:
7:00 a.m. - 6:00 p.m.	8:00 a.m. - 5:00 p.m.	9:00 a.m. - 5:00 p.m. Quiet work only

V. APPLICATION SUBMISSION AND PAYMENT OF REVIEW FEES AND DEPOSITS

A completed application form and one copy must be submitted by Owner or Owner's Agent with payment in full of any Impact or Landscape Deposits before the commencement of any construction activity of any type. A check should be made payable to "The International Club HOA".

No plans will be accepted for review by the ARB until receipt of any required deposits and the completed Application for PERMIT for Residential construction/alteration. The deposit check will be held in Owner's file until written approval is forwarded to the applicant.

Owner/Agent should include, with the application and deposits, all documents and other information as per the Architectural Review Checklist, and mail to:

International Club
Attention: Architectural Review Board
c/o K.A. Diehl & Associates
11822 Highway 17 Bypass South
Murrells Inlet, SC 29576

or hand-deliver to K. A. Diehl & Associates at the address above.

A. Architectural Review Board Deposits

	Impact Deposit*	Landscape Deposit*
1. Additions-under Roof **	$ 250.00	$ 500.00
2. Masonry/Concrete Patios, Driveways, Walks ** (over 100 square feet)	250.00	250.00
3. Enclosed Covered Areas**	250.00	250.00
4. Privacy Screens, Other Small Projects	N/C	N/C
5. Fence Installation **	N/C	N/C
6. Roof Shingle Replacement **	N/C	N/C
7. Landscaping, Tree Removals, etc. **	N/C	N/C

**Include Unit Site Plat/Survey with Application

* Impact and Landscape Deposits: Deposits may be refunded after completion of the project, final inspection, and certificate of occupancy (under roof additions) is obtained from Horry County and the ARB. These deposits cover any damages to International Club common areas from contractors, vendors, etc. during construction. Refund amounts may vary according to the scope of the project, i.e. utilization of heavy equipment, including, but not limited to, trucks with more than two axles, track-driven equipment, front-end loaders, backhoes, concrete trucks, dumpsters, etc. No plans will be accepted for review by the ARB until receipt of any required deposits. Make check payable to "International Club HOA".

B. Penalties/Fines - Architectural Guideline Violations

1. Failure to submit a required modification request - up to $50.00 per occurrence or modification. Depending on the level of cooperation in resolving the violation, a waiver of this fine by the Board of Directors may be granted if requested.

2. Failure to submit a required modification request within two weeks after being fined per V.B.1 above - up to $100.00 per month until the modification is submitted and approved.

3. Installations that are not in compliance with the approved plan will result in a fine of $100.00 per month until it is in compliance with an approved submission.

THESE GUIDELINES ARE NOT ALL INCLUSIVE. They are intended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other changes than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any change which represents a difference in the appearance of one's home. The ARB member will advise whether a formal application for the proposed change is necessary. ***Homeowners should also refer to The International Club COVENANTS and RULES & REGULATIONS.***

386

"SPECIAL" MEETING OF THE BOARD OF DIRECTORS

November 21, 2011
4:00 PM

MINUTES

The International Club Homeowners Association Board of Directors called a Special Meeting to be on November 21, 2011 at the offices of K.A. Diehl located at 11822 Hwy 17 Bypass South, Murrells Inlet, SC.

I. **Opening of Meeting - Call To Order**
The meeting was called to order at 4:15 P.M. Members of the Board of Directors present were Bill Freiboth, Camille Noonan and Roseanne Gillie. Unable to attend was Bob German. Also present was Senior Community Manager, Beckie Abel with K.A. Diehl.

Bill Freiboth served the meeting as Chairman and he appointed Beckie Abel with K.A. Diehl as Recording Secretary.

Bob German, Vice President of the Board could not attend this meeting due to slow recovery from a serious illness. The purpose of this meeting is to appoint a new member to replace Director John Bianchi who recently resigned. The Association Bylaws specify how the Board fills vacancies on the Board and this Special meeting will follow this process. Notices of this meeting was mailed or presented personally to each director within the required timeframe (not less than 3-days prior to).

II. **Adopt the Agenda**
A motion was made to adopt the agenda as written and distributed for the November 21, 2011 Special Meeting of the Board of Directors. New Business is the primary focus of today's meeting specifically to appoint a new Director and also to address any pending business that requires a vote by existing Directors.

One member of the Board (John Bianchi) has resigned from the Board and given that Bob German has an extended illness which makes him unavailable, existing and active members of the Board is down to three. The Board interviewed Mark Shaffer prior to this meeting and will further discuss during New Business.
Motion made by Roseanne Gillie
Seconded by Camille Noonan
Motion passed unanimously

III. **Approval of Minutes - None**

IV. **Treasurer's Report - None**

V. **Secretary's Report - None**

VI. **Committee and Board Reports - None**

VII. Old Business

There was no Old Business to discuss at this time.

VIII. New Business

a. Appoint New Board Member

This meeting was called primarily to interview Mark Shaffer in hopes of his agreeing to become a member of the Board of Directors. A number of members have been contacted for their recommendations for new members.

A motion was made to appoint Mark Shaffer to fill the vacant seat of the Board.
Motion made by Roseanne Gillie
Seconded by Camille Noonan
Motion passed unanimously

b. Traffic Control

Bill Freiboth has contacted Amy Noble of the Horry County Policy Department to investigate the terms and conditions for hiring off duty officers to randomly patrol high traffic areas of the community. Ms. Noble reported the cost of this service is $30 per hour with a (4) hour minimum. HOA's are not required to adhere to the four hour minimum, per visit allowing officers to visit for shorter periods of time providing more random patrols.

Should the Board agree to this arrangement, a letter must be sent to Horry Count Police Department specifying the number of hours that the Board can commit.

A motion was made to approve committing to hiring off-duty Horry County Police to randomly patrol the areas of International Club Boulevard and Pickering Drive proportionately for 30 hours, (2 times a month – 8 hrs a month for 2 months), to start.
Motion made by Roseanne Gillie
Seconded by Bill Freiboth
Motion passed unanimously

IX. Adjournment

A motion was made to adjourn the meeting.
Motion made by Camille Noonan
Seconded by Roseann Gillie
Motion passed unanimously

Respectfully Submitted by:_____
Beckie Abel, Acting Recording Secretary – K.A. Diehl

Approved by:_____
Camille Noonan, Secretary

International Club
Homeowners Association, Inc.

387

November 16, 2010

International Club Homeowners:

RE: 2011 ASSESSMENT COLLECTION

Enclosed, you will find a copy of the Master Association and P.A.Ce budget comparisons and explanation memo for your review.

If you wish to automatically pay your Master Association assessments in 2011 or have not been using auto pay to pay your PACe fees in the past, you can elect to use auto pay now. Please refer to the AUTOMATIC PAYMENT section below if you want to switch from manual payment of assessments to auto pay.

The Board of Director has approved the enclosed budgets. For 2011, the Board has also approved a return of the practice of collecting all assessments on a monthly basis for both PACe and Master assessments. There will be no Quarterly Master payments for 2011; these payments will be replaced by monthly payments.

Continue however, to make your normal December 2010 assessment payments as scheduled.

The assessments for 2011 are as indicated below:

MASTER ASSOCIATION ASSESSMENT The Master Association Assessment for 2011 is $28 per unit per month, collected monthly and the first payment is due on January 1, 2011.

- Single Family owners will have their Master and P.A.C.e assessments combined into a single payment coupon as discussed under P.A.C.e Budget Assessment below.
- Villas owners will receive 12 Master payment coupons in December for your 2011 assessment payments.
- Cambridge owner's Master assessment will be combined with your normal Cambridge payment coupon for 2011.

According to the International Club Bylaws, Section 12.3, all members of the association shall be responsible for all "common expenses" of the association, not including the expenses relative to the pool, clubhouse, and playground facilities in International Club. Common expenses may include, Management Fees, Administrative Fees, Legal Fees and Accounting Fees. Also included are costs associated with utilities serving the common areas, insurance policies and expenses to maintain all the common areas as well as to fund unexpected items. This budget may also fund the taxes and reserves for future capital repairs not associated with the P.A.C.e budget.

FOR VILLAS AND CAMBRIDGE OWNERS, THE MASTER ASSOCIATION ASSESSMENT IS THE ONLY MASTER FEE YOU WILL BE CHARGED. YOU DO NOT PAY P.A.C.e FEES.

Please refer to the sections on AUTOMATIC AND DELINQUENT PAYMENTS below.

P.A.C.e BUDGET ASSESSMENT

The P.A.C.e Assessment for 2011 is $60 per unit per month. The Master Assessment amount will be combined with the assessment amount to fund the P.A.C.e budget and you will pay one combined coupon amount. For 2011, the combined amount is $88 ($60+$28), the same total amount as you paid in 2010 but payment will be made with one coupon per month. The first payment is due on January 1, 2011. You will receive 12 coupons in December for your 2011 assessment payments. There is no quarterly coupon to pay starting in 2011.

DELINQUENT PAYMENTS

All assessments are due monthly starting on January 1, 2011. Assessments are delinquent if not received at the Association's banking institution on or before the 10th day of the month in which they are due. Should your payment be late, an interest charge (as indentified in the Covenants) of 18% per annum or 1.5% per month and an Administration Fee of $10 will be added to your account and collected according to the Bylaws of the Association.

AUTOMATIC PAYMENT

FOR P.A.C.e MEMBERS ALREADY ON AUTOPAYMENT WITH K.A. DIEHL: YOUR MONTHLY ASSESSMENT PAYMENT WILL CONTINUE TO BE COLLECTED AUTOMATICALLY WITH NO ACTION ON YOUR PART, BUT THE AMOUNT WILL BE CHANGED TO $88, WHICH WILL INCLUDE BOTH PACe AND MASTER BUDGET FEES.

TO SET UP A NEW AUTOPAYMENT PLAN via MAIL: ANY MASTER OR P.A.C.e MEMBER WHO IS NOT ON AUTOMATIC DRAFT CAN FILL OUT THE ENCLOSED "AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS" AND SEND IT TO K.A. DIEHL C/O BECKIE ABEL ALONG WITH A CANCELED CHECK. ALLOW 20 DAYS FROM THE DATE OF MAILING FOR THIS CHANGE TO TAKE EFFECT BEFORE CEASING TO PAY ASSESSMENTS MANUALLY.

TO SET UP AUTOPAYMENT via THE HOA WEBSITE: YOU CAN SET UP AUTOMATIC PAYMENT YOURSELF AT HOME WITHOUT THE NEED TO SEND IN AN AUTHORIZATION FORM. ANY MASTER OR P.A.C.E MEMBER WHO IS NOT ON AUTOMATIC DRAFT CAN SET UP ELECTRONIC AUTOPAYMENT ON THE WWW.INTERNAITONALCLUBHOA.COM WEBSITE. CLICK ON THE WEBSITE WELCOME TAB, AND THEN ON THE ECHECK ICON TO SET UP ELECTRONIC AUTOPAYMENT. YOU DO NOT NEED TO BE REGISTERED TO SIGN INTO THE WEBSITE TO USE THIS SERVICE AND INSTRUCTIONS FOR SIGN-UP ARE PROVIDED. IT IS FAST AND EASY TO SIGN UP AT HOME.

FOR THE BOARD OF DIRECTORS

Sincerely,

Beckie Abel

Beckie Abel, PCAM
Senior Community Manager
K.A. Diehl & Associates, Inc.
Email: beckie.abel@kadiehl.com
Direct Fax: 843-652-2183
Direct line: 843-652-2163

ENCLOSURES
Master Budget and Comparison
P.A.C.e Budget and Comparison
2011 Budget Notes from the Association - President
Authorization Agreement for Direct Payments

International Club HOA
Master Association
2010-2011 Projection vs Budget

	REVENUES			
401	Regular Assessments	$282,670	$236,025	-$46,645
402	Reserve Funding	-$8,724	-$5,148	$3,576
405	Interest Late Charges	$0	$0	$0
406	Late Fees	$0	$0	$0
420	Interest Income		$0	$0
425	Misc Income		$5,000	$5,000
	Total Revenues	$273,946	$235,877	-$38,069
	EXPENSES			
Repairs & Maintenance				
530	Maintenance & Repair	$5,000	$5,000	$0
540	Landscape Beautification	$16,000	$16,000	-$0
542	Irrigation Maintenance	$9,000	$9,000	$0
543	Contract Landsc. Maint.	$72,065	$75,815	$3,750
545	Lake Maintenance	$2,500	$2,184	-$316
598	Hwy 17 Connector Fee	0	$4,000	$4,000
599	Other Maintenance	$6,000	$5,000	-$1,000
	Total	$110,565	$116,999	$6,434
General & Administrative				
610	Office Supplies	$700	$1,560	$860
611	Printing	$3,500	$3,500	$0
612	Postage	$4,000	$4,163	$163
620	Legal	$20,000	$15,427	-$4,573
621	Audit Services	$1,500	$2,200	$700
622	Management Services	$33,284	$34,121	$837
623	Insurance Expense	$9,545	$11,976	$2,431
640	Annual Meeting Expense	$1,550	$3,000	$1,450
690	Bad Debt Expense	$2,600	$10,000	$7,400
698	Tax Expense	$620	$620	$0
	Total	$77,299	$86,567	$9,268
Utilities				
700	Electricity	$25,339	$22,922	-$2,417
701	Water & Sewer	$3,000	$3,290	$290
706	Telephone	$100	$100	-$0
	Total	$28,439	$26,312	-$2,127
Other Expenses				
850	Operating Contingency	$5,000	$6,000	$1,000
849	Prior Year Deficit Funding	$52,644	$0	-$52,644
	Total	$57,644	$6,000	-$51,644
Total Operating Expense		$273,946	$235,877	-$38,069
	Net Income (Loss)	-$0	$0	$0

INTERNATIONAL CLUB P.A.C.e
2010-2011 COMPARISON REPORT

	REVENUES			
7401	Regular Assessments	$374,793	$400,017	$25,224
7402	Reserve Funding P.A.C.e	-$33,665	-$43,047	-$9,382
7420	Interest Income	$1,800	$0	-$1,800
7425	Misc Inc - Amenity	$0	$0	$0
7426	Clubhouse Usage	$300	$0	-$300
	Total Revenues	$343,228	$356,970	$13,742
	EXPENSES			
	Repairs & Maintenance			
7508	Clubhouse Expense	$4,206	$7,200	$2,994
7515	Playground Equipment	$400	$400	-$0
7520	Pool Supplies	$9,950	$12,253	$2,303
7521	Pool Maint. & Repair	$1,500	$3,151	$1,651
7523	Contract Pool Maintenance	$17,129	$18,142	$1,013
7535	Exercise Equip. Repair	$2,660	$1,840	-$180
7540	Landscape Maint/Supplies	$2,000	$2,000	$0
7542	Irrigation Maintenance	$500	$500	$0
7543	Contract Landscape Maint	$9,000	$9,349	$349
7550	Interior Pest Control	$360	$340	-$20
7551	Termite Expense	$500	$500	$0
7570	Janitorial Maint. & Supply	$500	$500	$0
7571	Contract Janitorial Maint.	$7,200	$7,200	$0
7599	Board Special Projects	$2,500	$3,700	$1,200
	Total	$57,745	$67,075	$9,330
	General & Administrative			
7606	Social Committee Act.	$1,200	$1,200	$0
7622	Management Fee (30%)	$14,264	$14,623	$359
7623	Insurance Expense	$8,042	$8,042	$0
7690	Bad Debt	$0	$4,000	$4,000
7698	Tax Expense	$440	$440	$0
	Total	$21,948	$28,305	$4,359
	Utilities			
7031	PC Trash Removal	$36,889	$37,185	$296
7032	Glen's Trash removal	$7,430	$7,399	-$32
7033	Highlands Trash Removal	$15,584	$15,663	$79
7034	Links Trash removal	$16,247	$16,346	$99
7035	Meadows Trash Removal	$9,450	$9,129	-$321
7051	PC Cable TV	$84,122	$85,459	$1,337
7052	Glen's Cable TV	$13,575	$12,397	-$1,178
7053	Highlands Cable TV	$27,151	$28,008	$858
7054	Links Cable TV	$26,308	$26,898	$591
7055	Meadows Cable TV	$16,464	$16,908	$444
7700	Amenity Electricity	$11,236	$9,459	-$1,777
7701	Amenity Water & Sewer	$3,000	$3,354	$354
7703	Amenity Trash Removal	$329	$311	-$18
7706	Amenity Communication	$2,100	$2,028	-$72
	Total	$251,885	$252,543	$658
	Other Expenses			
7601	Monitoring – Security	$8,652	$8,847	$195
7649	Prior Yrs Deficit Recovery *	$0	$0	$0
7650	Operating Contingency	$4,200	$2,200	-$2,000
	Total	$12,852	$11,047	-$1,805
	Total Operating Expense	$344,428	$356,970	$12,542

International Club

Homeowners Association, Inc.

October 28, 2011

388

International Club Homeowners:

RE: 2012 ASSESSMENT COLLECTION

Enclosed, you will find a copy of the Master Association and P.A.Ce budget comparisons and explanation memo for your review. The International Club Board of Directors has approved both these budgets noting the explanations listed below:

MASTER ASSOCIATION ASSESSMENTS # 1

According to the International Club Bylaws, Section 12.3, all members of the Association shall be responsible for all "Common Expenses" of the Association, not including the expenses relative to the pool, clubhouse and playground facilities in International Club. Common expenses may include Management fees, Administrative Fees, Legal Fees and Accounting Fees. In addition, costs associated with utilities servicing the common areas, common area insurance policies and expenses to maintain all the common areas as well as to fund unexpected/unbudgeted common expenses. This budget may also fund the taxes and reserves for future capital repairs not associated with the P.A.Ce budget.

The Master Association Assessment for 2012 will increase $1 at $29 per lot/unit per month. We increased monthly reserve funding to limit reliance on year end surpluses to meet reserve targets. We also updated reserve schedules to reflect recent equipment additions. The Operating Budget now includes the Villas Settlement expense. Consideration was made to increased insurance cost as well as bad debt estimates for uncollectable assessments. Increased Legal costs continue to be of concern. These increases are partially offset by the reduction of printing and postage and annual meeting costs. Since it is no longer necessary to have a parliamentarian, Sergeant of arms or videographer, these estimates have reduced.

The assessments are due on the first day of each month and considered delinquent if not received at the Association Office by the last day of the month in which it is due. For those members who are responsible for the P. A. Ce expenses also, this amount will be added to the fees to fund the P.A.Ce budget. These fees are also due on the first day of each month and considered in arrears if not received at the Association Office by the last day of the month in which it is due. Should your payment be

considered late, a late fee of $25 and an Administration Fee of $10 will be added to your account and collected according to the Bylaws of the Association.

FOR CAMBRIDGE AND VILLAS OWNERS, THE MASTER ASSOCIATION ASSESSMENT IS THE ONLY FEE YOU WILL BE CHARGED AND WILL BE NOTED ON YOUR COUPONS.

P.A.Ce BUDGET ASSESSMENTS #2

In order to fund the daily maintenance requirements of the pool, Amenity Center and Clubhouse use, the International Club Board of Directors has approved the enclosed 2012 operating budget. Based on historical data and estimates provided by contractors, the 2012 assessments for the P.A.Ce budget has also increased to $63 per unit per month, an increase of $2 per month. We continue to increase the reserve amount funded each month so as not to be as dependent on end of year surpluses to meet the reserve target. With the use of our volunteer maintenance committee members, we can reduce the cost to maintain the Amenity Facility. The Board has also approved the replacement of the current pool filter to a sand filter system which will be more effective in the longer term and be cheaper to maintain. We have added the cost to move the electrical panel for that project in this budget. As you may expect, the cost of electric and cable continue to rise and contributed to the increases. Management was able to negotiate a reduced trash fee for the next three year.

You will receive 12 coupons in December identifying both your P.A.Ce and Master Association fees for payment. IF YOU CURRENTLY ARE ON AUTOMATIC DRAFT, YOU WILL CONTINUE TO BE DRAFTED AT THE $91 AMOUNT, WHICH WILL INCLUDE BOTH PACe AND MASTER BUDGET FEES.

If you schedule monthly assessment payments at your financial institution, be sure to change your payment amount to reflect the 2012 assessment.

FOR THE INTERNATIONAL CLUB BOARD OF DIRECTORS

Sincerely,

Beckie Abel

Beckie Abel, PCAM
Senior Community Manager
K.A. Diehl & Associates, Inc.
Email: beckie.abel@kadiehl.com
Direct Fax: 843-652-2183
Direct line: 843-652-2163

INTERNATIONAL CLUB P.A.C.e
2012 Operating Budget Summary

	2011 BUDGET	2012 BUDGET	2011 to 2012 BUDGET COMPARISON
INCOME			
4471 Amenity Dues	$400,017	$418,839	$18,822
4472 Reserve Funding-PACE	-$43,047	-$52,914	($9,867)
4475 Clubhouse Usage	$0	$0	$0
4476 Pool Card/Tag Inc	$0	$0	$0
Total Income	$356,970	$365,925	$8,955
EXPENSES			
General & Administrative			
6292 Social Committee Expense	$1,200	$1,200	$0
6293 Management Fee (30%)	$14,623	$14,844	($221)
6294 Insurance Exp	$6,042	$6,200	($158)
6295 Tax Expense	$440	$440	$0
6296 Bad Debt - PACe	$4,000	$4,000	$0
Total General & Administrative	$26,305	$26,684	($379)
Repairs & Maintenance			
6299 Clubhouse Expense	$7,200	$5,500	$1,700
6300 Playground Equipment	$400	$400	$0
6301 Pool Supplies	$12,253	$10,370	$1,883
6302 Pool Maint & Repair	$3,151	$7,000	($3,849)
6303 Contract Pool Maintenance	$18,142	$16,333	$1,809
6304 Exercise Equip Maintenance	$1,840	$1,200	$640
6305 Landscape Maint & Supplies	$2,000	$2,490	($490)
6306 Irrigation Maintenance	$500	$600	($100)
6307 Contract Landscape Maintenance	$9,349	$8,125	$1,224
6308 Interior Pest Control	$340	$400	($60)
6309 Termite Treatment	$500	$500	$0
6310 Janitorial Supplies	$500	$500	$0
6311 Contract Janitorial Maintenance	$7,200	$7,380	($180)
6312 Board Special Projects	$3,700	$8,300	($4,600)
Total Repairs & Maintenance	$67,075	$69,098	($2,023)
Utilities			
6319 Electricity - Amenity Center	$9,459	$10,000	($541)
6320 Water & Sewer - Amenity	$3,354	$2,000	$1,354
6321 Amenity Trash Removal	$311	$324	($13)
6322 Communications	$2,028	$2,000	$28
6323 PC Trash Removal	$37,185	$35,570	$1,615
6324 Glen's Trash Removal	$7,399	$7,400	($1)
6325 Highlands Trash Removal	$15,663	$14,920	$743
6326 Links Trash Removal	$16,346	$15,525	$821
6327 Meadows Trash Removal	$9,129	$8,899	$230
6328 PC Cable TV	$65,459	$69,336	($3,877)
6329 Glen's Cable TV	$12,397	$13,646	($1,249)
6330 Highlands Cable TV	$28,008	$29,655	($1,647)
6331 Links Cable TV	$28,898	$30,774	($1,876)
6332 Meadows Cable TV	$16,908	$17,844	($936)
Total Utilities	$252,544	$257,893	($5,349)
Other Expenses			
6335 Monitoring	$8,846	$10,050	($1,204)
6336 Operating Contingency	$2,200	$2,200	$0
Total Other Expenses	$11,046	$12,250	($1,204)
	$0		$0
Total Expenses	$356,970	$365,925	($8,955)
NET INCOME (LOSS)	$0	$0	$0

INTERNATIONAL CLUB MASTER
2012 Operating Budget Summary

		2011 BUDGET	2012 BUDGET	2011 to 2012 BUDGET COMPARISON
INCOME				
4001	Regular Assessments	$236,025	$248,808	$12,783
4002	Reserve Funding	($5,148)	($7,024)	($1,876)
4008	Prior Years Assess Carryover	$5,000	$0	($5,000)
4026	Interest Late Charge	$0	$3,000	$3,000
4027	Late Fees	$0	$0	$0
4028	Legal Fee Reimbursement	$0	$0	$0
4029	Fines/Violations	$0	$0	$0
4072	Easement Income	$0	$0	$0
4074	ARB Processing Fee Income	$0	$0	$0
4120	Interest Income-Operating	$0	$0	$0
	Total Income	$235,877	$244,784	$8,907
		$0		$0
EXPENSES				
General & Administrative		$0		$0
5001	Office Supplies & Expenses	$1,560	$1,000	$560
5002	Printing Expense	$3,500	$1,500	$2,000
5003	Postage	$4,162	$1,200	$2,962
5008	Annual Meeting Expense	$3,000	$500	$2,500
5015	Legal Services	$15,427	$20,000	($4,573)
5017	Management Services	$34,121	$34,650	($529)
5021	Audit/Tax Preparation Services	$2,200	$2,100	$100
5023	Insurance Expense	$11,976	$14,500	($2,524)
5039	Property Taxes	$620	$1,000	($380)
5040	Bad Debt Expense	$10,000	$12,200	($2,200)
5049	Operating Contingency	$6,000	$6,000	$0
	Total General & Administrative	$92,566	$94,650	($2,084)
Repairs & Maintenance				
6000	General Maintenance	$5,000	$5,000	$0
6150	Landscaping	$16,000	$12,750	$3,250
6151	Contract Landscape Maint.	$75,815	$72,210	$3,605
6157	Irrigation Expense	$9,000	$6,000	$3,000
6159	Lake Maintenance	$2,184	$2,184	$0
6169	Landscape Special Projects	$5,000	$8,500	($3,500)
	Total Repairs & Maintenance	$112,999	$106,644	$6,355
Utilities				
7951	Electricity	$22,922	$24,300	($1,378)
7953	Water & Sewer	$3,290	$2,500	$790
7972	Telephone	$100	$100	$0
	Total Utilities	$26,312	$26,900	($588)
		$0		$0
Other Expenses		$0		$0
8008	Hwy 17 Connector Fee	$4,000	$5,790	($1,790)
8025	Villas Settlement Exp	$0	$10,800	($10,800)
	Total Other Expenses	$4,000	$16,590	($12,590)
	Total Expenses	$235,877	$244,784	($8,907)
	NET INCOME (LOSS)	$0	$0	$0

GOLF COURSE DEBT PER November 3, 2003 Golf Agreement						
Year	Units	Monthly / Unit	Monthly Assessment	Annual Assessment	Actual Payment	Owed HOA
2002	50					unknown
2003	50					($58,000)
2004	20	$45	$ 900.00	$ 10,800.00	$2,700	$ (8,100.00)
2005	23	$65	$ 1,495.00	$ 17,940.00	$6,624	$ (11,316.00)
2006	26	$70	$ 1,820.00	$ 21,840.00	$16,296	$ (5,544.00)
2007	29	$70	$ 2,030.00	$ 24,360.00	$18,876	$ (5,484.00)
2008	32	$70	$ 2,240.00	$ 26,880.00	$13,872	$ (13,008.00)
2009	35	$75	$ 2,625.00	$ 31,500.00	$13,872	$ (17,628.00)
2010	38	$88	$ 3,344.00	$ 40,128.00	$0	$ (40,128.00)
2011	41	$88	$ 3,608.00	$ 43,296.00	$0	$ (43,296.00)
2012	44	$91	$ 4,004.00	$ 48,048.00	$0	$ (48,048.00)
2013	47	$91	$ 4,277.00	$ 51,324.00		
2014	50	$91	$ 4,550.00	$ 54,600.00		
		NOT including debt thru 2003				$ (192,552.00)

2003 Through Aug		Nov 3 2003 Agreement PG 1		($51,000)
2003 Per Mo Sep-Dec		Nov 3 2003 Agreement PG 1	($1,750)	($7,000)
		2003 Debt		($58,000)
2004 $ 45 Rate from Pg 4 BoD Minutes July 30 2004				
2004 Paid in full per Pg 4 BoD Minutes July 30 2004				
2004 GL has only 3 $900 payments 6/11 9/29 12/14				$2,700
2005 GL Pg 128				$6,624
2005 $65 Rate from Nov 2004 Year End Report, Pg 1				
2006 GL Pg 108				$16,296
2007 GL Pg 100				$18,876
2008 GL Pg 94				$13,872
2009 GL Pg 51				$13,872
2010 GL Pg 87 No Golf Course Payments				($40,128)
2011 GL Pg 92 No Golf Course Payment				($43,296)
2012 Per Complaint No Payment				($48,048)

GOLF COURSE DEBT						
PER COVENANTS - 50 UNITS						
Year	Units	Monthly / Unit	Monthly Assessment	Annual Assessment	Actual Payment	Owed HOA
2002	50					unknown
2003	50					($58,000)
2004	50	$45	$ 2,250.00	$ 27,000.00	$2,700	$ (24,300.00)
2005	50	$65	$ 3,250.00	$ 39,000.00	$6,624	$ (32,376.00)
2006	50	$70	$ 3,500.00	$ 42,000.00	$16,296	$ (25,704.00)
2007	50	$70	$ 3,500.00	$ 42,000.00	$18,876	$ (23,124.00)
2008	50	$70	$ 3,500.00	$ 42,000.00	$13,872	$ (28,128.00)
2009	50	$75	$ 3,750.00	$ 45,000.00	$13,872	$ (31,128.00)
2010	50	$88	$ 4,400.00	$ 52,800.00	$0	$ (52,800.00)
2011	50	$88	$ 4,400.00	$ 52,800.00	$0	$ (52,800.00)
2012	50	$91	$ 4,550.00	$ 54,600.00	$0	$ (54,600.00)
		INCLUDING Debt Through 2003				($382,960)

2003 Through Aug	Nov 3 2003 Agreement PG 1		($51,000)
2003 Per Mo Sep-Dec	Nov 3 2003 Agreement PG 1	($1,750)	($7,000)
	2003 Debt		($58,000)
2004 $ 45 Rate from Pg 4 BoD Minutes July 30 2004			
2004 Paid in full per Pg 4 BoD Minutes July 30 2004			
2004 GL has only 3 $900 payments 6/11 9/29 12/14			$2,700
2005 GL Pg 128			$6,624
2005 $65 Rate from Nov 2004 Year End Report, Pg 1			
2006 GL Pg 108			$16,296
2007 GL Pg 100			$18,876
2008 GL Pg 94			$13,872
2009 GL Pg 51			$13,872
2010 GL Pg 87 No Golf Course Payments			($40,128)
2011 GL Pg 92 No Golf Course Payment			($43,296)
2012 Per Complaint No Payment			($48,048)

GENERAL LEDGER TRIAL BALANCE

390

Starting account #: "First"
Ending account #: "Last"
*** Not a standard period ***
Profit center: "All"

Starting date: 01/01/04
Ending date: 12/31/04

	12/31/04	GJ0260	GJ0244	473.86		Rev Nov Reversal in error			
4705-000	Links Cable TV Exp			.00	716.54	93.66	622.88	622.88	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION		A/P REFERENCE	
	07/31/04	GJ0194	VH291	97.38		R/C Cable - HTC			
	09/30/04	GJ0213	VH379	93.66		Accr Links Cable - HTC			
	10/01/04	GJ0213	VH379		93.66	Accr Links Cable - HTC			
	10/07/04	AP0000	VH379	93.66		HORRY TELEPHONE COOPERATI		10/4-11/3/04	
	11/04/04	AP0000	VH434	257.20		HORRY TELEPHONE COOPERATI		The Links Cable/Internet	
	12/04/04	AP0000	VH459	174.64		HORRY TELEPHONE COOPERATI		12/04/04-01/03/05 Cable	
5703-000	Meadows Trash Removal Exp			.00	165.30	165.30	.00	.00	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION		A/P REFERENCE	
	10/13/04	AP0000	VH391	165.30		WASTE INDUSTRIES		30- 12378 3	
	10/31/04	GJ0220	VH391		165.30	R/C Waste			
9999-000	Yearend Suspense Account			.00	15,193.44	1,562.44	13,631.00	13,631.00	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION		A/P REFERENCE	
	12/31/04	YD1231		15,193.44		Retaind earnings 12/31/04			
	12/31/04	YD1231			1,562.44	Retaind earnings 12/31/04			
9999-001	Yearend Suspense Account			.00	2,009.74	.00	2,009.74	2,009.74	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION		A/P REFERENCE	
	12/31/04	YD1231		2,009.74		Retaind earnings 12/31/04			
Grd Total:				.00	904,346.80	904,346.80	.00	.00	

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First" Starting date: 01/01/04
Ending account #: "Last" Ending date: 12/31/04
*** Not a standard period ***
Profit center: "All"

05/19/04	AP2149	449		4,918.00	DAVIS LANDSCAPE OF HILTON	May Monthly Maintenance
05/20/04	AR2819	AR04	45.00		Owner Cash Receipts	
05/21/04	AR0640	AR04	520.00		Owner Cash Receipts	
05/24/04	AR0648	AR04	325.00		Owner Cash Receipts	
05/25/04	AR0000	AR07		45.00	Payment Adjustment	
05/25/04	AR2157	AR-380	161.50		Owner Cash Receipts	
05/25/04	AR2282	AR-383	45.00		Owner Cash Receipts	
05/25/04	AR4518	AR04	65.00		Owner Cash Receipts	
05/27/04	AR2161	AR-381	180.00		Owner Cash Receipts	
05/27/04	AR2165	AR-382	765.00		Owner Cash Receipts	
05/27/04	AR2872	AR04	630.28		Owner Cash Receipts	
05/28/04	AP2168	450		25.00	K. A. DIEHL & ASSOCIATES,	Transfer Fee
05/28/04	AP2168	451		70.88	INLET PRINTING COMPANY	Copies of Spring Newslett
05/28/04	AP2168	452		252.66	SOUTH DATA, INC.	IC Coupons & Mailings
05/28/04	AR4529	AR04	110.00		Owner Cash Receipts	
06/01/04	AR2250	AR04	1,205.00		Owner Cash Receipts	
06/02/04	AR1355	AR04	85.00		Owner Cash Receipts	
06/03/04	AR0000	AR06		20.00	Owner Expense Adjust.	
06/03/04	AR2929	AR04	855.00		Owner Cash Receipts	
06/03/04	AR4577	AR04	45.00		Owner Cash Receipts	
06/03/04	UT0406	FIX G/L	20.00			Reimb. Waste Mgmt pymt
06/04/04	AP2288	453		1,063.52	K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
06/04/04	AP2288	454		597.75	HORRY ELECTRIC COOPERATIV	04/26-05/26
06/04/04	AP2288	455		1,412.93	HORRY TELEPHONE COOPERATI	000-034-4115-0
06/04/04	AP2288	456		166.66	INTERNATIONAL CLUB	MNTHLY RESRV FUNDING
06/04/04	AR4563	AR04	520.00		Owner Cash Receipts	
06/07/04	AP2298	457		300.00	INTERNATIONAL CLUB GOLF C	Arpil Water Usage
06/07/04	AR1788	AR04	615.00		Owner Cash Receipts	
06/08/04	AR4615	AR04	700.00		Owner Cash Receipts	
06/10/04	AP2300	458		300.00	SUNBELT ASSOCIATES, LLC	May Grounds Maintenance
06/10/04	AP2388	458	300.00		Void chk, SUNBELT ASSOCIA	keyed to wrong vendor
06/10/04	AR4801	AR04	460.00		Owner Cash Receipts	
06/11/04	AR0000	AR06		105.00	Owner Expense Adjust.	
06/11/04	AR0000	AR07		105.00	Payment Adjustment	
06/11/04	AR0000	AR07		390.00	Payment Adjustment	
06/11/04	AR0000	AR07		33.00	Payment Adjustment	
06/11/04	AR0000	AR07		33.00	Payment Adjustment	
06/11/04	AR0000	AR07		105.00	Payment Adjustment	
06/11/04	AR0000	AR07		900.00	Payment Adjustment	
06/11/04	AR0000	AR07		105.00	Payment Adjustment	
06/11/04	AR2304	AR-386	952.84		Owner Cash Receipts	
06/11/04	AR2308	AR-388	1,005.00		Owner Cash Receipts	
06/11/04	AR2326	AR-384	738.00		Owner Cash Receipts	
06/11/04	AR2328	AR-385	138.00		Owner Cash Receipts	
06/11/04	AR2330	AR-387	900.00		Owner Cash Receipts	
06/11/04	AR4188	AR04	153.00		Owner Cash Receipts	
06/14/04	AR4825	AR04	90.00		Owner Cash Receipts	
06/15/04	AR0936	AR04	645.00		Owner Cash Receipts	

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"
Ending account #: "Last"
*** Not a standard period ***
Profit center: "All"

Starting date: 01/01/04
Ending date: 12/31/04

09/16/04	AP0000	511		95.00	EXCALIBUR	9/3-9/12/04
09/16/04	AP0000	512		413.75	SUNBELT LANDSCAPE SERVICE	Hurricane Clean-up
09/16/04	AR2796	AR-411	260.00		Owner Cash Receipts	
09/16/04	AR5500	AR04	65.00		Owner Cash Receipts	
09/17/04	AR5502	AR04	195.00		Owner Cash Receipts	
09/19/04	AR2800	AR-412	580.00		Owner Cash Receipts	
09/20/04	AR1337	AR04	238.38		Owner Cash Receipts	
09/20/04	AR2806	AR-413	260.00		Owner Cash Receipts	
09/21/04	AR2822	AR04	325.00		Owner Cash Receipts	
09/23/04	AP0000	513		49.00	ANDERSON LOCK & SECURITY	Pool Area Keys
09/23/04	AP0000	514		482.00	DAVIS LANDSCAPE OF HILTON	Hurricane Clean-up
09/23/04	AP0000	515		30.00	K. A. DIEHL & ASSOCIATES,	Collected Admin Fees
09/23/04	AP0000	516		87.50	EXCALIBUR	Nightly Patrol of Propert
09/23/04	AP0000	517		188.38	FAST SIGNS	040 Gauge White Alum
09/23/04	AP0000	518		63.50	HORRY TELEPHONE COOPERATI	9/4-10/3
09/23/04	AP0000	519		591.54	SABA CORPORATION	Supplies
09/23/04	AP0000	520		53.10	SOUTH DATA, INC.	1086388
09/23/04	AP0000	521		1,675.04	WASTE INDUSTRIES	30- 123783
09/23/04	AR2006	AR04	65.00		Owner Cash Receipts	
09/24/04	AR2814	AR-414	30.00		Owner Cash Receipts	
09/24/04	AR2816	AR-415	465.00		Owner Cash Receipts	
09/24/04	AR5552	AR04	75.00		Owner Cash Receipts	
09/27/04	AR2835	AR-416	1,300.00		Owner Cash Receipts	
09/27/04	AR2837	10739	30.00		Assessments	
09/27/04	AR2837	10739		30.00	Assessments	
09/27/04	AR2837	1533	465.00		Assessments	
09/27/04	AR2837	1533		465.00	Assessments	
09/27/04	AR2839	2686	25.00		Club House Usage	
09/27/04	AR5564	AR04	455.00		Owner Cash Receipts	
09/28/04	AR4651	AR04	260.00		Owner Cash Receipts	
09/29/04	AR1360	AR04	260.00		Owner Cash Receipts	
09/29/04	AR2844	AR-417	1,423.33		Owner Cash Receipts	
09/29/04	AR2846	444886	1,325.00		HOA Dues	
09/29/04	AR2848	AR-418	900.00		Owner Cash Receipts	
09/29/04	AR2850	AR-419	260.00		Owner Cash Receipts	
09/29/04	AR2852	2504	25.00		Clubhouse Rental	
09/30/04	AR2855	AR-420	260.00		Owner Cash Receipts	
09/30/04	AR5573	AR04	490.00		Owner Cash Receipts	
10/01/04	AP0000	522		142.45	ANDERSON LOCK & SECURITY	Service/Parts/Labor
10/01/04	AP0000	523		1,371.26	K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
10/01/04	AP0000	524		87.50	EXCALIBUR	Nightly Patrol of Propert
10/01/04	AR5577	AR04	65.00		Owner Cash Receipts	
10/04/04	AR5601	AR04	1,670.00		Owner Cash Receipts	
10/05/04	AR0185	AR04	1,360.00		Owner Cash Receipts	
10/05/04	AR1352	AR04	455.00		Owner Cash Receipts	
10/05/04	AR2863	AR-423	2,793.38		Owner Cash Receipts	
10/06/04	AP0000	525		166.66	INTERNATIONAL CLUB	MNTHLY RESRV FUNDING
10/06/04	AR2869	AR-424	123.55		Owner Cash Receipts	

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"
Ending account #: "Last"
*** Not a standard period ***
Profit center: "All"

Starting date: 01/01/04
Ending date: 12/31/04

11/23/04	AR3042	AR-440	240.00		Owner Cash Receipts	
11/23/04	AR5866	AR04	390.00		Owner Cash Receipts	
11/24/04	AP0000	571		87.50	EXCALIBUR	11/15/04-11/21/04 Service
11/24/04	AP0000	572		11.71	SOUTH DATA, INC.	Int'l Club Coupons
11/24/04	AR0000	AR04	65.00		Owner Cash Receipts	
11/26/04	AR5872	AR04	715.00		Owner Cash Receipts	
11/29/04	AR2059	AR04	320.00		Owner Cash Receipts	
11/29/04	AR3056	AR-441	100.00		Owner Cash Receipts	
11/29/04	AR3060	AR-442	130.00		Owner Cash Receipts	
11/30/04	AR5884	AR04	390.00		Owner Cash Receipts	
12/02/04	AP0000	573		1,369.50	K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
12/02/04	AP0000	574		87.50	EXCALIBUR	Thru 11/28/04
12/02/04	AP0000	575		45.36	HORRY ELECTRIC COOPERATIV	10/19/04-11/17/04
12/02/04	AP0000	576		1,682.82	HORRY TELEPHONE COOPERATI	000-034-4115-0
12/02/04	AP0000	577		166.66	INTERNATIONAL CLUB	MNTHLY RESRV FUNDING
12/02/04	AP0000	578		750.00	MOORE KIRKLAND & BEAUSTON	Dec 31, 2003 Financials
12/02/04	AR5908	AR04	1,040.00		Owner Cash Receipts	
12/03/04	AP0000	579		118.65	CAROLINA MAIL HOUSE, INC	Inv 1299
12/03/04	AR0271	AR04	1,885.00		Owner Cash Receipts	
12/03/04	AR5922	AR04	951.00		Owner Cash Receipts	
12/06/04	AR5934	AR04	1,430.00		Owner Cash Receipts	
12/07/04	AR2444	AR04	65.00		Owner Cash Receipts	
12/07/04	AR3077	AR-443	390.00		Owner Cash Receipts	
12/07/04	AR3079	1304	25.00		Kaercher Rental Fee	
12/07/04	AR3083	AR-444	210.00		Owner Cash Receipts	
12/07/04	AR3085	AR-445	145.00		Owner Cash Receipts	
12/08/04	AR1663	AR04	260.00		Owner Cash Receipts	
12/10/04	AP0000	580		870.00	ALLIANCE PROPERTY SRVC, L	Janitorial Monthly Serv
12/10/04	AP0000	581		2,496.00	DAVIS LANDSCAPE OF HILTON	Amenity Ctr Maint Nov 04
12/10/04	AP0000	582		194.65	K. A. DIEHL & ASSOCIATES,	Reimb Banquet Tables
12/10/04	AP0000	583		87.50	EXCALIBUR	Nightly Patrol of Prop
12/10/04	AP0000	584		159.57	HORRY COUNTY, SC	194-00-02-162
12/10/04	AP0000	585		599.03	HORRY ELECTRIC COOPERATIV	10/26/04-11/24/04
12/10/04	AP0000	586		174.64	HORRY TELEPHONE COOPERATI	12/04/04-01/03/05 Cable
12/10/04	AP0000	587		423.26	PATRICK LAW FIRM, LLC	File 03-163
12/10/04	AP0000	588		11.71	SOUTH DATA, INC.	1090620
12/10/04	AP0000	589		1,059.50	SUNBELT ASSOCIATES, LLC	Irrigation Repairs
12/10/04	AP0000	589	1,059.50		Void chk, DO NOT USE!!!!	Incorrect vendor
12/10/04	AP0000	590		2,304.18	WASTE INDUSTRIES	3401853
12/10/04	AP0000	591		1,059.50	SUNBELT LANDSCAPE SERVICE	Irrigation repairs
12/10/04	AR5970	AR04	130.00		Owner Cash Receipts	
12/13/04	AR2114	AR04	1,560.00		Owner Cash Receipts	
12/13/04	AR3101	AR-446	1,221.83		Owner Cash Receipts	
12/14/04	AR3103	AR-447	117.10		Owner Cash Receipts	
12/14/04	AR3109	AR-448	900.00		Owner Cash Receipts	
12/14/04	AR3111	1618	25.00		Reagan Clubhouse Rental	
12/14/04	AR5980	AR04	1,180.00		Owner Cash Receipts	

GENERAL LEDGER TRIAL BALANCE 391

Starting account #: "First" Starting date: 01/01/05
Ending account #: "Last" Ending date: 12/31/05
*** Not a standard period ***
Profit center: "All"

	10/06/05	AP0000	VH972	2,722.91		HORRY TELEPHONE COOPERATI	DR Hori & 10/01-11/03/05	
	11/10/05	AP0000	VH1051	1,314.97		HORRY TELEPHONE COOPERATI	11/04/05-12/03/05	
	12/31/05	GJ0424	VH1098	1,230.21		R/C Links cable-HTC		
6401-000	The Golf Course Income			.00	2,829.00	9,453.00	6,624.00CR	6,624.00CR

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/31/05	GJ0273	013105		1,495.00	R/C Assessments	
01/31/05	GJ0274	013105	943.00		R/C Assn Inc - Golf C.	
02/28/05	GJ0284	022805		1,495.00	R/C Assess. Income	
03/31/05	GJ0299	033105	943.00		R/C assessmts to master	
03/31/05	RJ0003	AR REPRT		1,495.00	Redistribute assmnt dues	
04/22/05	RJ0003	AR REPRT		552.00	Redistribute assmnt dues	
05/31/05	RJ0003	AR REPRT		552.00	Redistribute assmnt dues	
06/30/05	RJ0003	AR REPRT		552.00	Redistribute assmnt dues	
07/26/05	RJ0003	AR REPRT		552.00	Redistribute assmnt dues	
08/31/05	GJ0376	033105	943.00		R/C Mar golf dues to mast	
08/31/05	RJ0003	AR REPRT		552.00	Redistribute assmnt dues	
09/22/05	RJ0003	AR REPRT		552.00	Redistribute assmnt dues	
10/31/05	RJ0003	AR REPRT		552.00	Redistribute assmnt dues	
11/30/05	RJ0003	AR REPRT		552.00	Redistribute assmnt dues	
12/01/05	AR4855	AR01		552.00	Apply Assmt/Opt Charges	

7403-000	Residents Club Fee Income			.00	.00	4.80	4.80CR	4.80CR

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
12/31/05	AR0000	AR06		4.80	Owner Expense Adjust.	

9999-000	Yearend Suspense Account			.00	11,390.64	.00	11,390.64	11,390.64

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
12/31/05	YD1231		11,390.64		Retaind earnings 12/31/05	

9999-001	Yearend Suspense Account			.00	8,235.77	.00	8,235.77	8,235.77

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
12/31/05	YD1231		8,235.77		Retaind earnings 12/31/05	

Grnd Total:				.00	2,003,232.83	2,003,232.83	.00	00

Date 08/06/09 Time:10:14:35 International Club HOA, Inc. Report #7827 Page: 51

GENERAL LEDGER TRIAL BALANCE

392

Starting account #: "First"
Ending account #: "Last"
*** Not a standard period ***
Profit center: "All"

Starting date: 01/01/09
Ending date: 06/30/09

	01/01/09	GJ0081	VH3203	2,058.97		RC Dbl amt pd cable		
	01/31/09	GJ0099	NEWBUDG		2,058.97	R/C Trash & cable exps		
	02/10/09	AP0000	VH3311	2,058.97		HORRY ELECTRIC COOPERATIV	02/04/09 - 03/03/09	
	02/12/09	AP0000	3311		2,058.97	HORRY ELECTRIC COOPERATIV	wrong vendor used	
	02/12/09	AP0000	VH3315	2,058.97		HORRY TELEPHONE COOPERATI	02/04/09 - 03/03/09	
	02/28/09	GJ0113	VH3315		2,058.97	R/C Links cable		
5401-000	Meadows Income			23,226.00CR	.00	.00	.00	23,226.00CR
5703-000	Meadows Trash Removal Exp			8,889.76	1,492.41	1,492.41	.00	8,889.76
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/14/09	AP0000	VH3256	713.64		WASTE INDUSTRIES	Jan trash srv	
	01/31/09	GJ0099	NEWBUDG		713.64	R/C Trash & cable exps		
	02/10/09	AP0000	VH3306	778.77		WASTE INDUSTRIES	Feb 09 res trash	
	02/28/09	GJ0114	VH3306		778.77	R/C Meadows trash		
5705-000	Meadows Cable TV Exp			10,119.77	2,018.70	2,018.70	.00	10,119.77
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/20/09	AP0000	VH3260	1,009.35		HORRY TELEPHONE COOPERATI	01/08/09 - 02/07/09	
	01/31/09	GJ0099	NEWBUDG		1,009.35	R/C Trash & cable exps		
	02/16/09	AP0000	VH3319	1,009.35		HORRY TELEPHONE COOPERATI	02/08/09 - 03/27/09	
	02/28/09	GJ0115	VH3319		1,009.35	R/C Meadows cable		
6401-000	The Golf Course Income			13,872.00CR	.00	.00	.00	13,872.00CR
7031-000	PC Trash Removal			.00	20,175.19	2,921.08	17,254.11	17,254.11
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/09	GJ0099	NEWBUDG	2,779.44		R/C Trash & cable exps		
	02/28/09	GJ0108	VH3306	3,033.09		R/C PC trash		
	03/10/09	AP0000	VH3368	2,649.71		WASTE INDUSTRIES	March 09 res trash svc	
	04/08/09	AP0000	VH3428	2,921.08		WASTE INDUSTRIES	April 09 srvs	
	05/31/09	GJ0157	MAY	2,921.08		Accr Waste bill		
	06/01/09	GJ0157	MAY		2,921.08	Accr Waste bill		
	06/23/09	AP0000	VH3588	2,921.08		WASTE INDUSTRIES	May 09 res service	
	06/23/09	AP0000	VH3589	2,949.71		WASTE INDUSTRIES	June 09 res service	
7032-000	Glen's Trash removal			.00	4,133.30	589.65	3,543.65	3,543.65
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/09	GJ0099	NEWBUDG	561.18		R/C Trash & cable exps		
	02/28/09	GJ0109	VH3306	612.28		R/C Glens' trash		
	03/10/09	AP0000	VH3368	595.44		WASTE INDUSTRIES	March 09 res trash svc	
	04/08/09	AP0000	VH3428	589.66		WASTE INDUSTRIES	April 09 srvs	
	05/31/09	GJ0157	MAY	589.65		Accr Waste bill		

GENERAL LEDGER TRIAL BALANCE

393

Starting account #: "First" Starting date: 01/01/10
Ending account #: "Last" Ending date: 12/31/10
*** Not a standard period ***
Profit center: "All"

	11/10/10	AP0000	VH5358	85.25		GRAND STRAND WATER & SEWE	09/10/10 - 10/12/10	
	11/10/10	AP0000	VH5362	135.15		GRAND STRAND WATER & SEWE	09/10/10 - 10/12/10	
	11/30/10	GJ0361	V5414-18	257.74		Accr water		
	12/01/10	AP0000	8	150.00		INTERNATIONAL CLUB GOLF C	MONTHLY IRRIGATION FEE	
	12/01/10	GJ0361	V5414-18		257.74	Accr water		
	12/08/10	AP0000	VH5414	84.45		GRAND STRAND WATER & SEWE	10/12/10 - 11/08/10	
	12/08/10	AP0000	VH5416	39.84		GRAND STRAND WATER & SEWE	10/12/10 - 11/08/10	
	12/08/10	AP0000	VH5418	133.45		GRAND STRAND WATER & SEWE	10/12/10 - 11/08/10	
	12/20/10	AP0000	VH5450	130.00		GRAND STRAND WATER & SEWE	Acct #50136422	
	12/31/10	GJ0382	V597-8	184.07		Accr water bills		
702-000	Fuel			.00	628.63	628.63	.00	.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	12/08/10	AP0000	VH5429	628.63		WASTE INDUSTRIES	December 2010 service	
	12/31/10	GJ0377	VH5429		628.63	R/C Glen's trash		
703-000	Trash Removal			.00	25.98	25.98	.00	.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	10/12/10	AP0000	VH5315	25.98		WASTE INDUSTRIES	October 2010 service	
	10/31/10	GJ0347	VH5315		25.98	R/C Waste INd.		
706-000	Telephone			.00	91.55	31.58	59.97	59.97
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/10	AP0000	VH4054	1.82		K. A. DIEHL & ASSOCIATES,	Jan 2010 monthly charges	
	02/28/10	AP0000	VH4111	6.59		K. A. DIEHL & ASSOCIATES,	Feb 2010 monthly charges	
	03/10/10	AP0000	VH4149	3.05		ROSEMARY TOTH	Association expenses	
	03/30/10	AP0000	VH4193	7.18		K. A. DIEHL & ASSOCIATES,	March '10 monthly charges	
	04/30/10	AP0000	VH4885	10.13		K. A. DIEHL & ASSOCIATES,	April 2010 monthly charge	
	05/28/10	AP0000	VH5021	9.69		K. A. DIEHL & ASSOCIATES,	May 2010 monthly charges	
	06/30/10	AP0000	VH5088	9.23		K. A. DIEHL & ASSOCIATES,	June 2010 monthly charges	
	07/30/10	AP0000	VH5161	8.12		K. A. DIEHL & ASSOCIATES,	July 2010 monthly charges	
	08/31/10	AP0000	VH5213	11.97		K. A. DIEHL	Aug 2010 monthly charges	
	09/07/10	AR0000	017599		31.58	HTC Cap Credit Refund		
	09/30/10	AP0000	VH5283	6.84		K. A. DIEHL	Sept charges	
	10/31/10	AP0000	VH5340	13.05		K. A. DIEHL	Oct 2010 monthly charges	
	11/30/10	AP0000	VH5409	2.52		K. A. DIEHL	Nov 2010 monthly charges	
	12/31/10	GJ0372	VH100	1.36		Accr KAD chrgs for Dec		
850-000	Operating Contingency			.00	16,134.82	11,574.46	4,560.36	4,560.36
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/10	GJ0242	VH4069	5,787.23		Accr Hwy 17 Conn fee		
	01/31/10	GJ0243	VH4069		5,787.23	R/C Hwy 17 conn fee		
	02/01/10	GJ0242	VH4069		5,787.23	Accr Hwy 17 Conn fee		

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First" Starting date: 01/01/10
Ending account #: "Last" Ending date: 12/31/10
*** Not a standard period ***
Profit center: "All"

	02/04/10	AP0000	VH4089	5,787.23		HIGHWAY 17 CONNECTOR RD M	2010 annual assessmts		
	03/16/10	AP0000	VH4152	4,500.00		INTERNATIONAL CLUB GOLF C	Irrigation usage		
	07/28/10	AP0000	VH5157	60.36		ROSEMARY TOTH	Reimb expenses		
7031-000	PC Trash Removal			.00	43,278.41	6,063.37	37,215.04	37,215.04	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE		
	01/31/10	GJ0250	VH4071	3,035.63		Accr Waste bill			
	02/01/10	GJ0250	VH4071		3,035.63	Accr Waste bill			
	02/10/10	AP0000	VH4071	3,035.63		WASTE INDUSTRIES	Feb 2010 service		
	02/28/10	GJ0266	VH4140	3,027.74		Accr Jan svc bill			
	02/28/10	GJ0267	VH4140	7.89		To Corr Jan svc posting			
	03/01/10	GJ0266	VH4140		3,027.74	Accr Jan svc bill			
	03/10/10	AP0000	VH4140	3,027.74		WASTE INDUSTRIES	March 2010 services		
	03/16/10	AP0000	VH4155	3,064.27		WASTE INDUSTRIES	March 2010		
	04/14/10	AP0000	VH4222	3,064.27		WASTE INDUSTRIES	April 2010 services		
	05/13/10	AP0000	VH4989	3,084.03		WASTE INDUSTRIES	May 2010 service		
	06/09/10	AP0000	VH5046	3,084.03		WASTE INDUSTRIES	June 2010 service		
	07/31/10	GJ0330	VH5125	3,074.00		R/C Waste Ind.			
	08/11/10	AP0000	VH5194	3,407.00		WASTE INDUSTRIES	August 2010 service		
	09/15/10	AP0000	VH5250	3,084.03		WASTE INDUSTRIES	Sept 2010 service		
	10/12/10	AP0000	VH5316	3,074.00		WASTE INDUSTRIES	October 2010 service		
	11/10/10	AP0000	VH5349	3,094.05		WASTE INDUSTRIES	November 2010 service		
	12/08/10	AP0000	VH5429	3,114.10		WASTE INDUSTRIES	December 2010 service		
7032-000	Glen's Trash removal			.00	8,652.34	1,237.14	7,415.20	7,415.20	
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE		
	01/31/10	GJ0250	VH4071	612.79		Accr Waste bill			
	02/01/10	GJ0250	VH4071		612.79	Accr Waste bill			
	02/10/10	AP0000	VH4071	612.79		WASTE INDUSTRIES	Feb 2010 service		
	02/28/10	GJ0266	VH4140	618.57		Accr Jan svc bill			
	02/28/10	GJ0267	VH4140		5.78	To Corr Jan svc posting			
	03/01/10	GJ0266	VH4140		618.57	Accr Jan svc bill			
	03/10/10	AP0000	VH4140	618.57		WASTE INDUSTRIES	March 2010 services		
	03/16/10	AP0000	VH4155	618.57		WASTE INDUSTRIES	March 2010		
	04/14/10	AP0000	VH4222	618.57		WASTE INDUSTRIES	April 2010 services		
	05/13/10	AP0000	VH4989	622.56		WASTE INDUSTRIES	May 2010 service		
	06/09/10	AP0000	VH5046	622.56		WASTE INDUSTRIES	June 2010 service		
	07/31/10	GJ0330	VH5125	620.53		R/C Waste Ind.			
	08/11/10	AP0000	VH5194	590.53		WASTE INDUSTRIES	August 2010 service		
	09/15/10	AP0000	VH5250	622.56		WASTE INDUSTRIES	Sept 2010 service		
	10/12/10	AP0000	VH5316	620.53		WASTE INDUSTRIES	October 2010 service		
	11/10/10	AP0000	VH5349	624.58		WASTE INDUSTRIES	November 2010 service		
	12/31/10	GJ0377	VH5429	628.63		R/C Glen's trash			
7033-000	Highlands Trash Removal			.00	18,321.04	2,649.65	15,671.39	15,671.39	

Account		Type	Reference	Date	Description	Debit Amount	Credit Amount	Balance
		AVC	00018554	06/15/2011	ADT SECURITY SERVICE	743.23		
		JE	00006205	06/30/2011	R/C ADT for July		743.23	
		JE	00006573	06/30/2011	R/C Pool monitoring		700.00	
		R/C Pool monitoring invoices by KAD to Board special projects - per Beckie and meeting with Bill F.						
		REV	00006205	07/01/2011	R/C ADT for July	743.23		
		AVC	00019721	07/19/2011	ADT SECURITY SERVICE	602.93		
		AVC	00020610	07/27/2011	ADT SECURITY SERVICE	743.23		
		JE	00007107	07/31/2011	R/C Aug ADT svc		743.23	
		REV	00007107	08/01/2011	R/C Aug ADT svc	743.23		
		AVC	00023442	08/23/2011	ADT SECURITY SERVICE	743.23		
		AVC	00023994	08/30/2011	ADT SECURITY SERVICE	42.40		
		JE	00008396	08/31/2011	R/C Sept ADT		743.23	
					Account Total	5,449.01	3,672.92	5,776.09
					Ending Balance			5,776.09
6336	Operating Contingency				Beginning Balance			0.00
		AVC	00010100	04/13/2011	U.S. Lawns	105.00		
		AVC	00020608	07/27/2011	U.S. Lawns	140.00		
					Account Total	245.00	0.00	245.00
					Ending Balance			245.00
7951	Electricity				Beginning Balance			0.00
		JE	00000510	01/01/2011	Rev Dec accruals		1,727.81	
		AVC	00000607	01/06/2011	HORRY ELECTRIC COOPE	8.64		
		AVC	00000608	01/06/2011	HORRY ELECTRIC COOPE	34.69		
		AVC	00000609	01/06/2011	HORRY ELECTRIC COOPE	9.78		
		AVC	00000610	01/06/2011	HORRY ELECTRIC COOPE	19.74		
		AVC	00000615	01/06/2011	HORRY ELECTRIC COOPE	43.67		
		AVC	00000617	01/06/2011	HORRY ELECTRIC COOPE	8.64		
		AVC	00000618	01/06/2011	HORRY ELECTRIC COOPE	9.20		
		AVC	00000620	01/06/2011	HORRY ELECTRIC COOPE	122.00		
		AVC	00000622	01/06/2011	HORRY ELECTRIC COOPE	9.20		
		AVC	00000623	01/06/2011	HORRY ELECTRIC COOPE	1,462.25		
		JE	00000512	01/31/2011	Accr Jan expenses	1,737.47		
		JE	00000512	01/31/2011	Accr Jan expenses	17.97		
		REV	00000512	02/01/2011	Accr Jan expenses		1,737.47	
		REV	00000512	02/01/2011	Accr Jan expenses		17.97	
		AVC	00003326	02/03/2011	HORRY ELECTRIC COOPE	10.33		
		AVC	00003327	02/03/2011	HORRY ELECTRIC COOPE	122.00		
		AVC	00003328	02/03/2011	HORRY ELECTRIC COOPE	1,462.25		
		AVC	00003329	02/03/2011	HORRY ELECTRIC COOPE	8.64		
		AVC	00003330	02/03/2011	HORRY ELECTRIC COOPE	38.54		
		AVC	00003331	02/03/2011	HORRY ELECTRIC COOPE	21.59		
		AVC	00003332	02/03/2011	HORRY ELECTRIC COOPE	74.12		
		AVC	00003335	02/03/2011	HORRY ELECTRIC COOPE	9.36		
		AVC	00003336	02/03/2011	HORRY ELECTRIC COOPE	8.64		
		JE	00002177	02/28/2011	Accr electric	1,745.20		
		REV	00002177	03/01/2011	Accr electric		1,745.20	

Account		Type	Reference	Date	Description	Debit Amount	Credit Amount	Balance
2172	Electric Ease Escrow				Beginning Balance			-14,675.00
		JE	00003103	03/31/2011	Recog. ease.inc.	15,000.00		
		Per board - recognize portion of easement funds rec'd in 2010						
		JE	00004259	04/30/2011	Recog easement inc.	10,000.00		
		Recognize easement income to cover legal settlement payment to the Villas. Funds to be transferred from the Easement Acct to the operating acct in May						
		JE	00006163	06/30/2011	Adj inc per audit		25,000.00	
		Reversing out income recognized this year for easement income - auditor booked it in 2010.						
		JE	00007076	06/30/2011	Adj June for audit a	14,675.00		
		Adj June financials for add'l audit adjs- reverse part of easement income reversal to recognize this year for landscape project and reverse Total Tree Care inv accr in 2010						
					Account Total	39,675.00	25,000.00	14,675.00
					Ending Balance			0.00
2361	Due to Master Reserves				Beginning Balance			0.00
		JE	00002331	02/28/2011	Bk due to/from Reser		2,200.00	
		Book the due to/from for the Pool Deck Repairs on the Amenit Ctr paid out of Regular Resvs						
		JE	00002656	03/31/2011	Xfer from Pace resv	2,200.00		
		Xfer# 110261 - Pace reserves owed master reserves for payment of Pace bill						
		JE	00003117	03/31/2011	Pace resv due to mas		4,150.00	
		Pace reserves owes $4150 to the master reserve for exp paid to Pool Medic						
		JE	00005336	06/10/2011	Rec reimb to resv	4,150.00		
		Pace reserve reimbursement to master reserve for payment of Pace reserve exps Xfer#110084						
					Account Total	6,350.00	6,350.00	0.00
					Ending Balance			0.00
3600	Owners Equity - Operating				Beginning Balance			14,014.73
		JE	00000612	01/31/2011	R/C Equity for Prior	5,000.00		
		R/C Equity to Prior Year Carryover Equity Account. To be used to recognize in Master P&L this year for prior year carryover income.						
		JE	00006164	06/30/2011	Adj PYC		1,000.00	
		Adjust prior year carryover due to audit adjustments decreased the balance of the master equity account. Reduce PYC to $4000 from $5000						
		JE	00007077	06/30/2011	Rev PYC entries		4,000.00	
		Prior year carryover no longer applies since owners equity is in a negative balance after audit adjs. Therefore reverse inc applied to 2011 and restate owners equity balance						
					Account Total	5,000.00	5,000.00	0.00
					Ending Balance			14,014.73
3602	Owners Equity Prior Year Carryover				Beginning Balance			0.00
		JE	00000612	01/31/2011	R/C Equity for Prior		5,000.00	
		R/C Equity to Prior Year Carryover Equity Account. To be used to recognize in Master P&L this year for prior year carryover income.						
		JER	00000038	01/31/2011	Recognize Prior YR	417.00		
		Recognize prior year assessment carryover per master budget.						
		JER	00000095	02/28/2011	Recognize Prior YR	417.00		
		Recognize prior year assessment carryover per master budget.						
		JER	00000273	03/31/2011	Recognize Prior YR	417.00		
		Recognize prior year assessment carryover per master budget.						
		JER	00000490	04/30/2011	Recognize Prior YR	417.00		
		Recognize prior year assessment carryover per master budget.						
		JER	00000579	05/31/2011	Recognize Prior YR	417.00		
		Recognize prior year assessment carryover per master budget.						

STATE OF SOUTH CAROLINA	**)IN THE COURT OF COMMON PLEAS**
	)FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	**)**
	CASE NO.: 2012-CP-26- 1740
The International Club Homeowners Association, Inc.,	396
Plaintiff,	**COMPLAINT**
v.	**(FORECLOSURE - NON-JURY)**
International Club, LLC,	
Defendants.	

HORRY COUNTY
MELANIE HUGGINS-BARR
CLERK OF COURT
12 MAR -2 PM 12:

The International Club Homeowners Association, Inc. (hereafter "Plaintiff"), complaining of Defendant, International Club, LLC ("Defendant LLC"), would respectfully show unto this Court as follows:

1. Plaintiff is a non-profit corporation organized and existing under the laws of the State of South Carolina.

2. Upon information and belief, Defendant LLC is a limited liability company organized and existing pursuant to the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina.

3. This is an action to foreclose upon a lien for outstanding assessments upon certain real property located in Horry County, South Carolina.

4. Upon information and belief, this Honorable Court maintains personal jurisdiction over the parties hereto as well as jurisdiction over the subject matter of this action.

5. The real property known as the International Club community is subject to the Declaration of Covenants and Restrictions for International Club which were filed on February 8,

1999 in Deed Book 2117, at Page 1353, along with all exhibits and amendments thereto ("Declaration").

6. Defendant LLC purchased certain real property constituting a golf course ("Golf Course") located in the International Club community, by Warranty Deed from Davis Mining and Manufacturing, Inc. recorded on December 10, 2008 in Deed Book 3377, at Page 1939 in the Horry County Register of Deeds Office ("Warranty Deed"). See attached hereto as Exhibit "1" the Warranty Deed.

7. Pursuant to the Declaration, the Developer "declare[d] that all of the Property described in Exhibit 'A' [to the Declaration]...shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to" the covenants and restrictions contained in the Declaration.

8. The property description of the Golf Course is included in Exhibit "A" to the Declaration.

9. By accepting the Warranty Deed, for its real property located in the International Club community the Defendant LLC agreed to be bound by and to comply with all covenants, terms, and conditions of record, including the covenants contained in the Declaration.

10. Pursuant to Article VI, Section 6.5 of the Declaration, "the owner of the golf course shall pay an assessment which equals fifty (50) times the rate of Unit owners who also pay for the costs of the recreational amenities; provided however, the golf course shall not pay assessments until the owner of the golf course is open for public play and provided further the owner of the golf course shall not be required to pay a one time capital contribution".

11. "Assessment", as defined by the Article I, Section 1.2 of the Declaration, is "an Owner's share of the Association's charges for Common Expenses and funding of reserves as herein provided".

12. The Defendant LLC has been and is obligated to pay assessments for Common Expenses as result of its ownership of the Golf Course within International Club community under Articles I and VI of the Declaration as well as the Golf Course Agreement dated November 20, 2003 which is between the Plaintiff and Defendant's predecessor in interest.

13. Defendant LLC paid the Plaintiff's assessments in the calendar years of 2009 and 2010 but has failed to pay 2011 and 2012 assessments due and owing.

14. Demand was made upon the Defendant LLC for payment of the outstanding assessments but to no avail.

15. Pursuant to Article VI, Section 6.8 of the Declaration, "[a]ny Assessment not paid within thirty (30) days after the due date shall bear interest from the due date a rate equal to the lesser of (a) eighteen percent (18%) per annum or (b) the maximum rate provided by applicable law."

16. The outstanding assessments owed, as well as the interest, costs of collection, and reasonable attorneys' fees for the collection thereof, constitute a charge on the Defendant's real property and shall be a continuing lien on said real property and the improvements thereon against which each such assessment is made under Article VI, Section 6.1 of the Declaration.

17. The assessments, together with interest, costs of collection, and reasonable attorneys' fees for the collection of the assessments is also the personal obligation of the Defendant LLC, as the Golf Course owner, under Article VI, Section 6.1 of the Declaration.

18. Furthermore, pursuant to Article VI, Section 6.8 of the Declaration, the Association has the authority to bring an action at law against the Defendant LLC, as the Golf Course owner, or foreclose upon the lien on the real property or both if any assessment is not paid within thirty (30) days after the due date.

19. The Bylaws of the Plaintiff are attached to the Declaration as Exhibit "C" and are incorporated herein by reference.

20. Article XII, Section 12.8 of the Bylaws provides other remedies to the Plaintiff if the Defendant LLC fails to pay assessments as required by the Declaration.

21. Pursuant to Article XII, Section 12.8, "if an installment of an Assessment is not paid within thirty (30) days, as the same shall become due and payable, and if an installment of an Assessment is not paid within thirty (30) days, the entire unpaid balance of the Assessment may be accelerated at the option of the Board and be declared due and payable in full."

22. Article XII, Section 12.8 sets forth that all installments that are more than ten (10) days late are subject to late charges as determined by the Board of Directors of the Plaintiff.

23. By failing to pay the 2011 and 2012 assessments in full, the Defendant LLC is in default, and therefore, the entire balance of the assessments are now due and owing, as well as interest, costs of collection, late charges, and Plaintiff's attorney fees and costs.

24. As of December 30, 2011, the Defendant LLC's account balance due and owing for failure to pay the 2011 assessment is Two Thousand Five Hundred Ninety Seven and 18/100 ($2,597.18) Dollars with accrued interest in the amount of Ninety Five and 26/100 ($95.26) Dollars, and collection costs, excluding attorneys' fees, in the amount of Twenty and 00/100 ($20.00).

25. The Plaintiff filed a lien in the chain of title of the Golf Course for the past due 2011 assessments in Lien Book 194 at Page 1204 in the Horry County Register of Deeds Office ("Lien").

26. The Defendant LLC is delinquent in the payment of its 2012 assessments.

27. As of March 2, 2012, the Defendant LLC's account balance due and owing for failure to pay the 2011 and 2012 assessments is Ten Thousand Seven Hundred Fifty One and 72/100 ($10,751.72) Dollars including interest and collection costs, and excluding attorneys' fees.

28. Pursuant to Article XII, Section 12.8 of the Bylaws, the Plaintiff elects and does hereby declare that the entire balance of the 2011 and 2012 assessments are due and payable, and that as of March 2, 2012, the amount due to the Plaintiff is Forty Six Thousand Seven Hundred Eighty Seven and 72/100 ($46,787.72) Dollars, including interest, late charges, and collection costs, but excluding attorneys' fees and costs.

29. In addition to the above referenced amount, the Plaintiff requests that the installments for assessments be accelerated up to the date of sale of the Golf Course and for the attorneys' fees and costs incurred in connection with this foreclosure action, along with any additional late fees, penalties and costs.

30. Based upon the records of the Horry County Register of Deeds Office, National Bank of South Carolina appears to have an interest or lien upon the property, but that said interest is superior to the interest of the Plaintiff.

31. Defendant LLC assumed a Promissory Note dated January 29, 1999 whereby it promised to pay National Bank of South Carolina Four Million Nine Hundred Thousand and 00/100 ($4,900,000.00) Dollars and a second Promissory Note dated March 17, 2000 whereby it

promised to pay National Bank of South Carolina Six Hundred Thousand and 00/100 ($600,000.00) Dollars (hereinafter "Notes") pursuant to the Loan Assumption Agreement dated December 10, 2008 and recorded on December 19, 2008 in Mortgage Book 5132 Page 1541 in the Horry County Register of Deeds Office ("Loan Assumption Agreement").

32. The Notes are secured, in part, by a Mortgage and Security Agreement dated January 29, 1999 and recorded on February 8, 1999 in Mortgage Book 2374 at Page 105 in the original principal amount of Four Million Nine Hundred Thousand and 00/100 ($4,900,000.00) Dollars, a Mortgage and Security Agreement dated March 17, 2000 and recorded March 31, 2000 in Mortgage Book 2532 at Page 1185 in the original principal amount of Six Hundred Thousand and 00/100 ($600,000.00) Dollars, and a Mortgage and Security Agreement dated August 22, 2002 and recorded September 10, 2002 in Mortgage Book 3054 at Page 1335 in the original principal amount of Five Million Nine Hundred Thirty Thousand Eighty and 00/100 ($5,930,080.00) Dollars all recorded in the Horry County Register of Deeds Office ("Mortgages").

33. The Notes and Mortgages were modified by the following recordings in the Horry County Register of Deeds Office:

a. First Modification Agreement dated May 15, 2000 and recorded June 27, 2000 in Mortgage Book 2565 at Page 864;

b. Second Modification Agreement dated December 28, 2001 and recorded January 8, 2002 in Mortgage Book 2883 at Page 1045;

c. Third Modification Agreement dated August 23, 2002 and recorded September 11, 2002 in Mortgage Book 3056 at Page 365;

d. Fourth Modification Agreement dated February 24, 2003 and recorded March 4, 2003 in Mortgage Book 3209 at Page 779;

e. Fifth Modification Agreement dated July 23, 2003 and recorded on August 4, 2003 in Mortgage Book 3378 at Page 476;

f. Sixth Modification Agreement dated April 30, 2004 and recorded June 15, 2004 in Mortgage Book 3685 at Page 559;

g. Seventh Modification Agreement dated July 1, 2004 and recorded July 23, 2004 in Mortgage Book 3725 at Page 987;

h. Eighth Modification Agreement dated July 27, 2005 and recorded August 9, 2005 in Mortgage Book 4162 at page 960 (collectively hereinafter "Loan Modifications").

34. The National Bank of South Carolina is the holder of the Notes and Mortgages, as well as the Loan Modifications.

35. Upon information and belief, the above referenced liens are superior to the Plaintiff's lien, and this foreclosure action is being made specifically subject to the liens of the National Bank of South Carolina.

36. By reason of the Defendant's default described above, Plaintiff is entitled to a judgment against Defendant LLC, for the total amount due under the Declaration for the 2011 assessment, plus per diem interest at the default rate, for an Order declaring foreclosure on the Plaintiff's Lien, plus attorney's fees and costs.

37. Plaintiff does not waive, but specifically demands, a deficiency judgment against Defendant LLC for any portion of the indebtedness which remains unsatisfied under the

Declaration after application of the proceeds and sale, plus all attorneys' fees and costs of collection.

WHEREFORE, Plaintiff prays that the Court inquire into the matters set forth herein and grant the following:

A. An Order declaring total amount due from the Defendant LLC in assessments under the Declaration and Bylaws as amended, together with all accruing assessments, both regular and special, pre-judgment and post judgment interest, attorney's fees, late charges, and the costs of collection; and

B. Each parcel named herein be sold separately by foreclosure, and be sold free and clear of all liens and interest subject only to the lien of the National Bank of South Carolina, the equity of redemption barred, and the proceeds of these sales be applied as follows:

FIRST, to the costs and expenses of the within actions and sales;

SECOND, to the payment of the amounts due to Plaintiff under the Declaration and Bylaws as amended, including the payment of delinquent assessments together with all accruing assessments, both regular and special, all allowable interest, penalties, delinquent charges, rentals, a reasonable attorney's fee and the costs of this action;

THIRD, to the payment and discharge of any other liens affecting title to the property;

FOURTH, the surplus, if any, be distributed according to law; and

C. An Order directing and empowering the Sheriff of Horry County, South Carolina, to place the successful purchaser at such foreclosure sales in possession of the subject property should the same become necessary; and

D. Any and all such other and further relief as the Court deems just and proper.

SIGNATURE BLOCK – NEXT PAGE

McNair Law Firm, P.A.

Henrietta U. Golding, SC Bar #2173
Alicia E. Thompson, SC Bar #77056
Post Office Box 336
Myrtle Beach, SC 29578-0336
Ph: (843) 444-1107
Fax: (843) 443-4137
Email: hgolding@mcnair.net
athompson@mcnair.net
Attorneys for Plaintiff

Myrtle Beach, South Carolina
March 2, 2012

CERTIFICATE OF SERVICE

I, Donna M. Brady, an employee of McNair Law Firm, P.A., certify the foregoing document was served via United States Mail, postage prepaid, and/or by Electronic Mail, to the Counsel of Record, and/or Pro Se Parties, on this the 2nd day of March, 2012, as follows:

12 1740

Addressee(s):

- Complaint;
- Civil Cover Sheet;
- Summons;
- Lis Pendens; and
- Certificate of Service.

H. Jay Haar, Esq.
Byan & Haar
508 Highway 17 Business South
Suite B
Surfside Beach, SC 29587
Email: jhaar@bryanandhaar.net

(VIA CERTIFIED MAIL – RETURN RECEIPT-RESTRICTED DELIVERY)

W. Jack Davis
1560 International Club Blvd.
Murrells Inlet, SC 29576

(VIA CERTIFIED MAIL – RETURN RECEIPT-RESTRICTED DELIVERY)

HORRY CO. S.C.
12 MAR -2 PM 1:24
MELANIE HUGGINS-WARD
CLERK OF COURT

Donna M. Brady

397



VENDOR AGREEMENT
Disclaimer of Liability

In consideration of the acceptance of your bid and/or proposal for furnishing supplies, goods, and/or services to properties managed by, K.A. DIEHL & ASSOCIATES, hereinafter referred to as K.A. DIEHL, you agree as set forth herein. This is not an exclusive right to furnish supplies, goods and/or service to our properties. As part of the business arrangement between K.A. DIEHL and your firm, you understand and agree that K.A. DIEHL manages these various communities as an agent of the Association. The names of any and all owners are available to you upon request at the office of K.A. DIEHL in the event of nonpayment by a community or property. In such agent capacity, you acknowledge that K.A. DIEHL, its officers, agents and employees have no responsibility whatsoever for payment of the supplies, goods, and/or services which you provide. The responsibility for payment rests with the owner of each of the various communities or commercial properties. By signing your name below, you also agree to bill each community separately. K.A. DIEHL represents that it has the authority to bind the Association responsible for payment of services provided and K.A. DIEHL., has no reason to believe that the person on whose behalf services are requested is unable to pay for the services.

That all services, materials and employees used by the undersigned will comply with all applicable federal, state, and local laws and regulations, including by way of illustration and not limitation, the American with Disabilities Act ("ADA"). That the undersigned will also indemnify, defend and hold harmless (including the payment of attorneys fees and cost) K.A. DIEHL, its affiliates, the property involved, the owner(s) of the property, and their respective employees, officers, and agents, should any action be initiated by any governmental or other regulatory agent or any for any alleged violation of such laws and regulations.

That the undersigned shall at its sole expense secure and maintain in force at all times a policy in compliance with the provisions of the Workers Compensation Laws of the State in which the property is located providing compensation coverage for all employees of the undersigned who at anytime act for the undersigned. The undersigned shall furnished K.A. DIEHL with a certificate of such insurance policy. Nothing contained herein shall alter the relationship of the undersigned to K.A. DIEHL, nor have the effect of creating an employer-employee relationship between K.A. DIEHL and any such employee. The undersigned also shall be responsible for the employment control or conduct of its employees and the compensable injury of such employees in the course of their employment or otherwise.

Vendors and Contractors also agree to provide Material Safety Data Sheets to all sites upon delivery of any materials. Contractors also agree that all OSHA Regulations will be adhered to with regard to MSDS literature and make sure that all employees are schooled in the proper safety procedures when applying and/or using any chemicals on any property.

The undersigned shall also maintain liability insurance with coverage's of at least $1,000,000/$2,000,000 covering all labor, materials or services furnished hereunder. The undersigned shall furnish K.A. DIEHL with a current copy of the policy, or a certificate of coverage.

Furthermore, and in view of the foregoing, you agree to look to the credit worthiness of each individual community. More specifically, this means that if one or more communities become delinquent in their payments to you, you agree not to stop selling supplies, goods, and/or services to the other communities managed by K.A. DIEHL which are current in their payments to you. For any property that does become forty-five (45) days or more past due, you may terminate the furnishing of supplies, goods and/or services to that property. This will in no way, however, cause you to terminate furnishing supplies, goods, and/or services to those other communities managed by K.A. DIEHL which are not more than forty-five (45) days past due.

If not withstanding the provisions of this Agreement. If either party sues to enforce the provisions of this document, the prevailing party will be entitled to reasonable attorney's fees associated with the litigation.

If the Foregoing meets with your agreement and approval, please kindly so indicate by completing the following and signing in the space provided below.

Read and Agreed: Dated this_____day of_____,20_____.

Federal Tax I.D.# or Social Security #_____

/ ☐ Individual Corp. / ☐ Subchapter "S" Corp. / ☐ Partnership / ☐ L.L.C. / ☐ Other_____/

Business Name_____

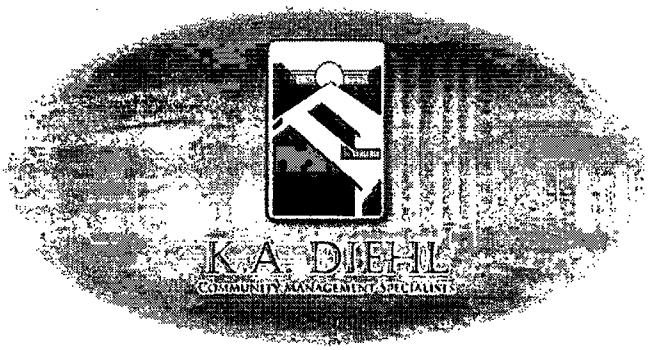
Business Address_____

Phone Number: (____)_____ Fax Number: (____)_____ Email: _____

Company Representative_____ Title_____

Authorized Signature_____
Signature

K.A. DIEHL & ASSOCIATES Representative_____ Title:_____
Signature



TO: **Contractor, Supplier and Vendors**

FROM: **Property Management Services Coordinator**

SUBJECT: **Approved Contractors**

Contractors, Suppliers & Vendors who have filled out the attached forms, met the criteria of our program, attached the proper insurance certificates, and paid the $200.00 processing fee will be approved and are eligible for payments for goods or services performed in accordance with our requirements.

All new Contractors, Suppliers, & Vendors are required to complete & return the attached forms and attach the requested documentation before the approval process can commence:

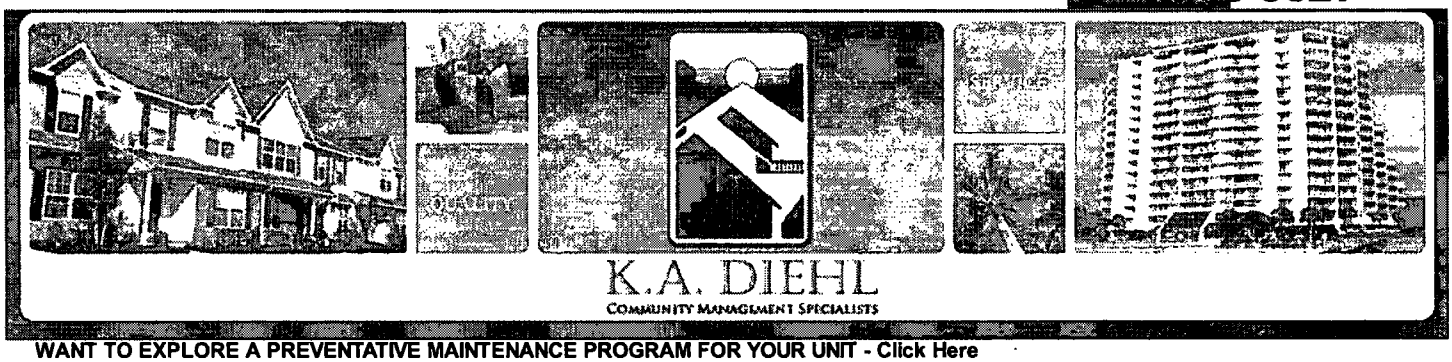
- **Independent Contractor Information Form**
- **W-9 Request for Taxpayer Identification Number and Certification**
- **Copy of your Trade Name Registration from the Secretary of State**
- **Vendor Agreement Disclaimer of Liability Form**
- **Liability Insurance Certificate from your Insurance Agent, minimum of $1,000,000.00/$2,000,000 in liability coverage and naming K.A. DIEHL as an Additional Named Certificate Holder.**
- **Current Workers Compensation Certificate (or in the case of a Sole Proprietor the Sole Proprietor, Independent Contractor Workers Compensation Indemnity Agreement Completed & Notarized) also naming K.A. DIEHL.**

You will receive the status of your application within two weeks of applying for approved status.

Thank you for your attention to this request for information, if you have any questions regarding this matter, please feel free to contact us at your convenience.

398

As always the following information contained in this correspondence is privileged and confidential information intended only for the individual named above, the reader is here notified that any dissemination, distribution or coming of this communication is strictly prohibited.



WANT TO EXPLORE A PREVENTATIVE MAINTENANCE PROGRAM FOR YOUR UNIT - Click Here

HOME | ABOUT US | OUR SERVICES | VENDORS | CONTACT US | INSURANCE REQUEST | DEMO SITE

VENDOR CERTIFICATION PROGRAM

DON'T MISS OUT ON THIS REWARDING OPPORTUNITY

K.A. Diehl continually looks for better ways to make it simple, secure and carefree for our Professional Partners to do business with the Associations we Manage. Your Company can now be part of our **Community Place** network of more than 25,000 homes and 125 Associations in 4 States.



Step 1: Download the Vendor Document Package. (**Click Here**)
Step 2: Fill Out the Forms and Gather the Information Required
Step 3: Send Form with Information and Your Check for $200.00
Step 4: Once Approved, Open Up the Features of Your Our Online Vendor Site
Step 5: Annnual Renewal of $125.00

Don't be left out,. Register Today!
Register NOW and be eligible IN 30 Days!

"Great Partnerships Ensure Great Communities"

- RFP's In your specified Category; emailed Directly to You
- See the other Approved Vendors in your Category
- Ability to Post Helpful Homeowner Hints & Articles from Your Company to Sites Your Firm is Contracted With

Future Development Options

- Potential to Post Classifieds on 10 Specified Associations Sites NOT Using Your Service - No Additional Cost
- Community Calendar with Expiring Dates of Service
- Online Exposure to over 25,000 Homeowners
- Updates on Industry Trends and Services
- Vendor Insurance Programs
- ON-Line Bill Pay Direct to Your Account
- and much much more.....



Let's Create a Partnership that Creates GREAT COMMUNITIES!

Note: REGARDLESS OF YOUR PRIOR INVOLVEMENT WITH K.A. DIEHL, YOUR FIRM MUST FILL OUT THE REQUIRED INFORMATION AND REGISTER

HORRY COUNTY
PUBLIC INFORMATION OFFICE

1301 Second Avenue
Conway, South Carolina 29526
www.horrycounty.org

Horry County
SOUTH CAROLINA
Committed to Excellence

Post Office Box 1236
Conway South Carolina 29528-1236

Phone: (843) 915-5390
Fax: (843) 915-6390

400

7 March 2012

Mr. Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576

Re: **FOIA Request**

Dear Mr. Jarmuth:

Thank you for your request. Per Horry County FOIA policy, I confirm that Horry County has complied with the requirements of South Carolina Code § 30-4-10 et seq. (Freedom of Information Act) in respect to your request for information.

The information you requested is available and will cost $15.85 (1 hours staff time @ $10 per hour + 39 copies @ $0.15 per page). Please remit $15.85 by money order or company check (**NO PERSONAL CHECKS ACCEPTED**) made payable to Horry County. You may mail the payment to the Horry County Public Information Office, Post Office Box #1236, Conway, SC 29528.

Please do not hesitate to contact me if you have additional questions.

Yours truly,

Kelly Lee Brosky
Supervisor III
Horry County Public Information

KLB/
Ronald Jarmuth

400

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. 2003-03 Page 3629 401

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT PEBBLE CREEK/PHASE IC (CASTLEBRIDGE DRIVE, KESWICK COURT & COLERAINE COURT) INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of Pebble Creek/Phase IC (Castlebridge Drive, Keswick Court & Coleraine Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a Letter of Credit from their bank guaranteeing the appropriate warranty; and

WHEREAS, the roads and drainage at Pebble Creek/Phase IC (Castlebridge Drive, Keswick Court & Coleraine Court) has been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at Pebble Creek/Phase IC (Castlebridge Drive, Keswick Court & Coleraine Court) into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the roads and drainage at Pebble Creek/Phase IC (Castlebridge Drive, Keswick Court & Coleraine Court) and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 21st day of January 2003.

HORRY COUNTY COUNCIL

Chad Prosser, Chairman

Harold Worley, District One

Mark Lazarus, District Two

Marion Foxworth, District Three

Michael L. Ryan, District Four

Terry B. Cooper, District Five

Gene R. Smith, Jr., District Six

James R. Frazier, District Seven

Liz Gilland, District Eight

W. Paul Prince, District Nine

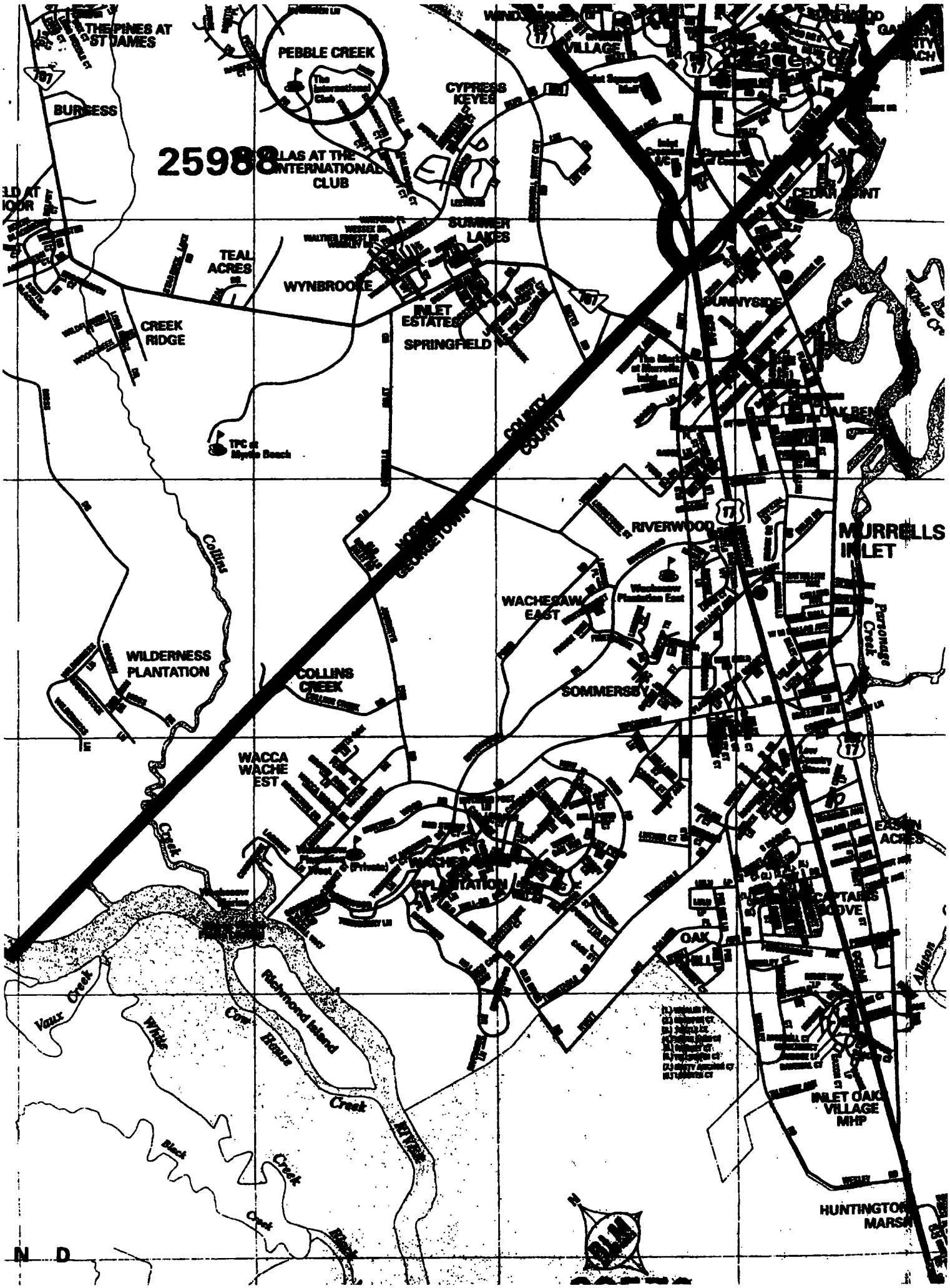
Kevin J. Hardee, District Ten

John Boyd, District Eleven

401

ATTEST:

Patricia S. Hartley, Clerk to Council


THE PINES AT ST DAMES
PEBBLE CREEK
The International Club
CYPRESS KEYES
BURGESS
25988
LAS AT THE INTERNATIONAL CLUB
SUMMER LAKES
TEAL ACRES
WYNBROOKE
INLET ESTATES
SPRINGFIELD
CREEK RIDGE
TPC at Myrtle Beach
COUNTY
HWY 17
RIVERWOOD
MURRELLS INLET
WACHESAW EAST
WILDERNESS PLANTATION
COLLINS CREEK
SOMMERSBY
WACCA WACHE EST
Collins
Creek
Vaux Creek
White
Creek
Richmond Island
Cow
Bluff
Creek
Creek
Creek
Creek
Pawleys Island
Pawleys Island
Pawleys Island

402

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

RESOLUTION R-12-09

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT LINKS PHASE 3 AT INTERNATIONAL CLUB (SEVILLE DRIVE AND CASTLE ROCK COURT) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Links Phase 3 at International Club (Seville Drive and Castle Rock Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a cash guaranteeing a one-year warranty; and

WHEREAS, the roads and drainage at Links Phase 3 at International Club (Seville Drive and Castle Rock Court) has been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS. It is the intent of Horry County Council to accept the roads and drainage at Links Phase 3 at International Club (Seville Drive and Castle Rock Court) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage at Links Phase 3 at International Club (Seville Drive and Castle Rock Court) and begin their one-year warranty period on the date of said acceptance.

AND IT SO RESOLVED this 20th day of January, 2009.

HORRY COUNTY COUNCIL

Liz Gilland, Chairman

Harold G. Worley, District 1

Brent J. Schulz, District 2

Marion D. Foxworth, III, District 3

Gary Loftus, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

402

W. Paul Prince, District 9

Jody Prince, District 10

Al Allen, District 11

ATTEST:

Patricia S. Hartley

Patricia S. Hartley, Clerk to Council

County Council Decision Memorandum
Horry County, South Carolina

Date:	December 24, 2008
From:	Steven S. Gosnell, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Samantha Wallace, Supervisor I
Cleared By:	Steven S. Gosnell, P.E.
Committee:	Infrastructure & Regulation

ISSUE

The developers of Links Phase 3 at International Club (Seville Drive and Castle Rock Court) request the roads and drainage be dedicated to Horry County. The roadway area to be accepted is approximately 0.20 miles in length (1052').

BACKGROUND

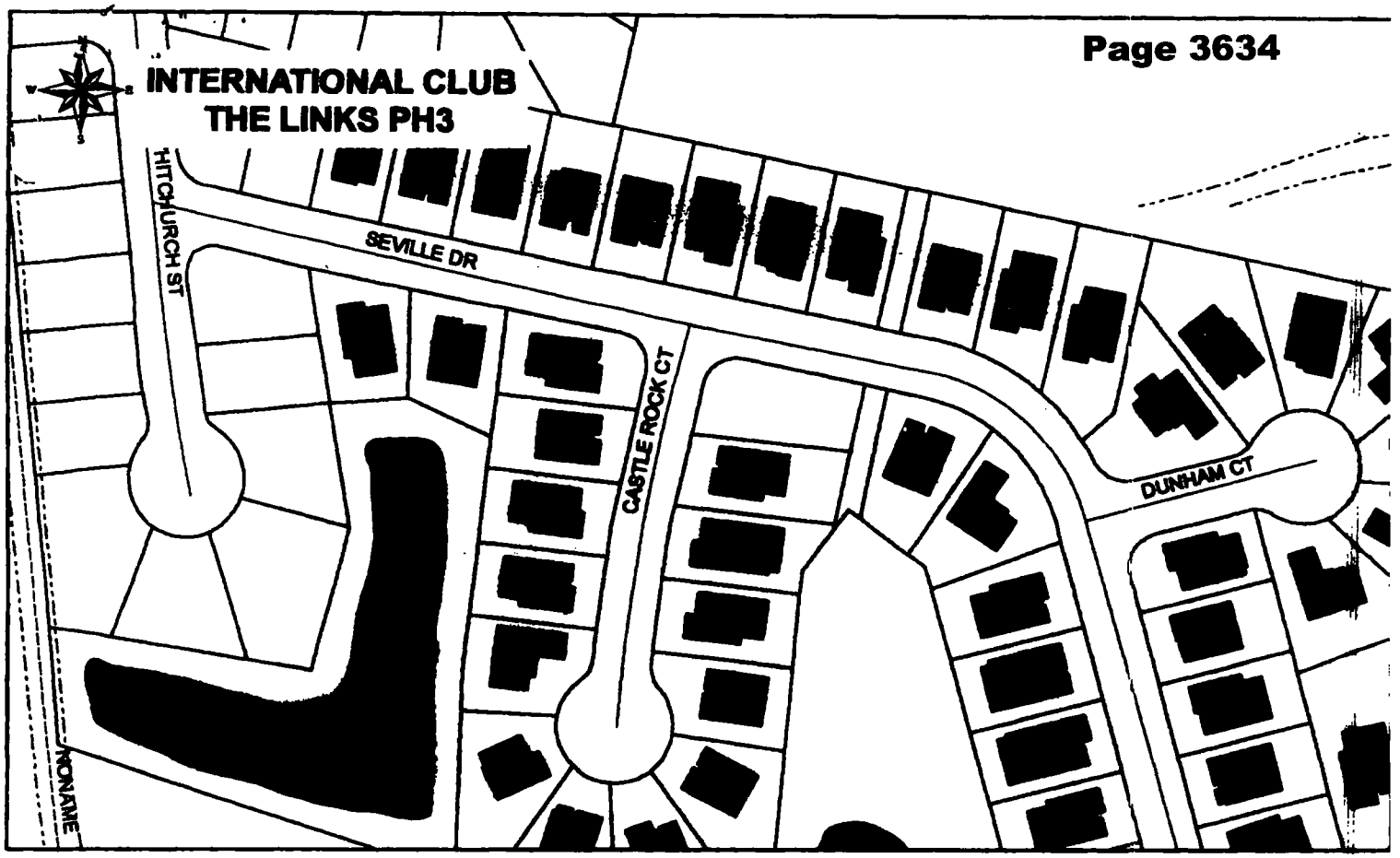
The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Links Phase 3 at International Club (Seville Drive and Castle Rock Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.

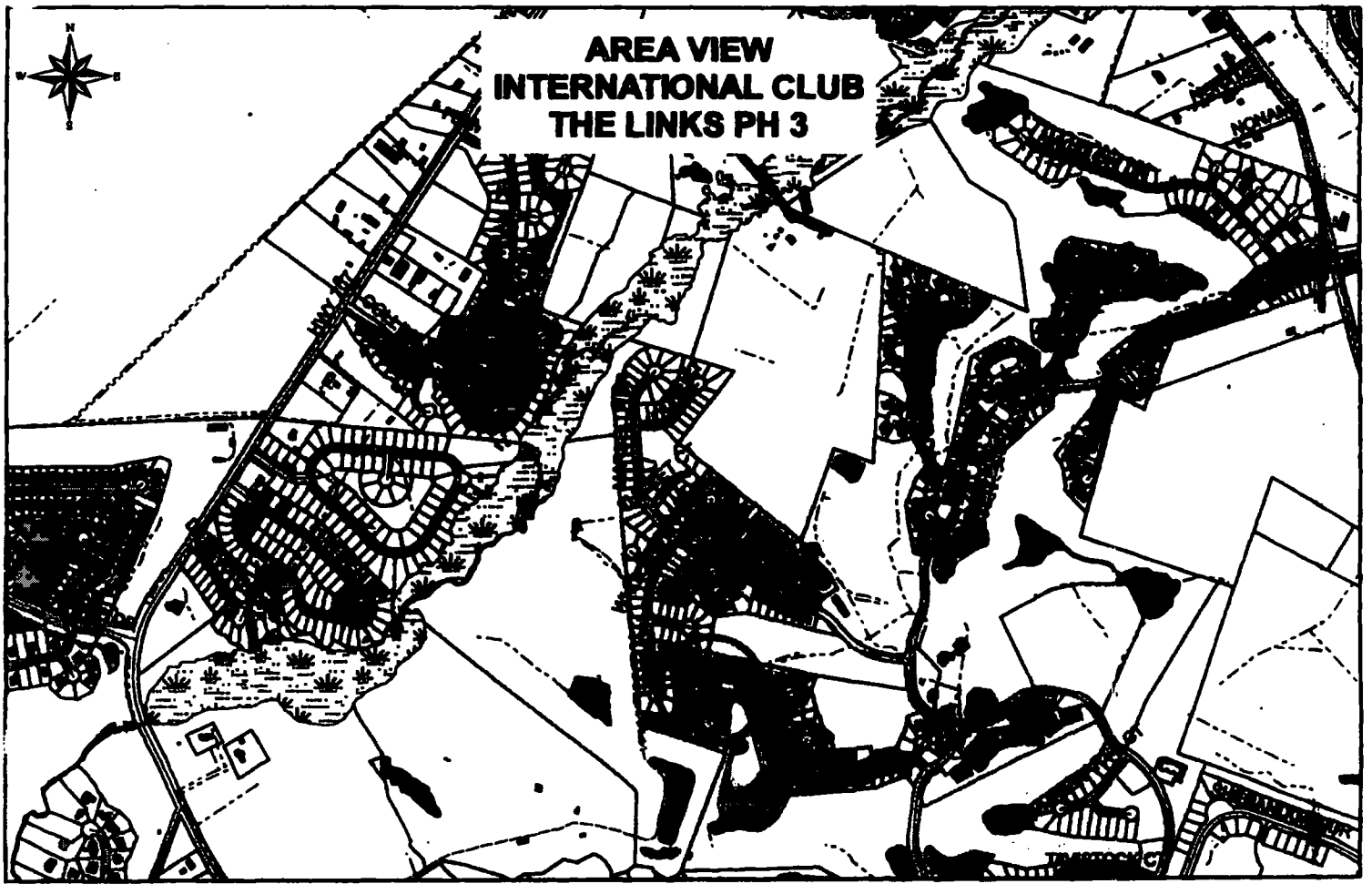
PROPOSED ACTION

Acceptance into the County maintenance system of Links Phase 3 at International Club (Seville Drive and Castle Rock Court) subject to satisfactory financial guarantee and a fully executed dedication package with a one-year warranty period.

RECOMMENDATION

Staff recommends acceptance of Links Phase 3 at International Club (Seville Drive and Castle Rock Court).


INTERNATIONAL CLUB
THE LINKS PH3
HITCHURCH ST
SEVILLE DR
CASTLE ROCK CT
DUNHAM CT
NONAME


AREA VIEW
INTERNATIONAL CLUB
THE LINKS PH 3

403

STATE OF SOUTH CAROLINA)
) RESOLUTION R-13-09
COUNTY OF HORRY)

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT LINKS PHASE 4 AT INTERNATIONAL CLUB (SEVILLE DRIVE AND WHITCHURCH STREET) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Links Phase 4 at International Club (Seville Drive and Whitchurch Steet) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a cash bond guaranteeing a one-year warranty; and

WHEREAS, the road and drainage at Links Phase 4 at International Club (Seville Drive and Whitchurch Street) has been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS. It is the intent of Horry County Council to accept the roads and drainage at Links Phase 4 at International Club (Seville Drive and Whitchurch Street) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage at Links Phase 4 at International Club (Seville Drive and Whitchurch Street) and begin their one-year warranty period on the date of said acceptance.

AND IT SO RESOLVED this 20th day of January, 2009.

HORRY COUNTY COUNCIL

Liz Gilland

Liz Gilland, Chairman

Harold G. Worley, District 1

Brent J. Schulz, District 2

Marion D. Foxworth, III, District 3

Gary Loftus, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

403

W. Paul Prince, District 9

Jody Prince, District 10

Al Allen, District 11

ATTEST:

Patricia S. Hartley

Patricia S. Hartley, Clerk to Council

County Council Decision Memorandum
Horry County, South Carolina

Date:	December 29, 2008
From:	Steven S. Gosnell, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Samantha Wallace, Supervisor I
Cleared By:	Steven S. Gosnell, P.E.
Committee:	Infrastructure & Regulation

ISSUE

The developers of Links Phase 4 at International Club (Seville Drive and Whitchurch Street) request the roads and drainage be dedicated to Horry County. The roadway area to be accepted is approximately 0.10 miles in length (530').

BACKGROUND

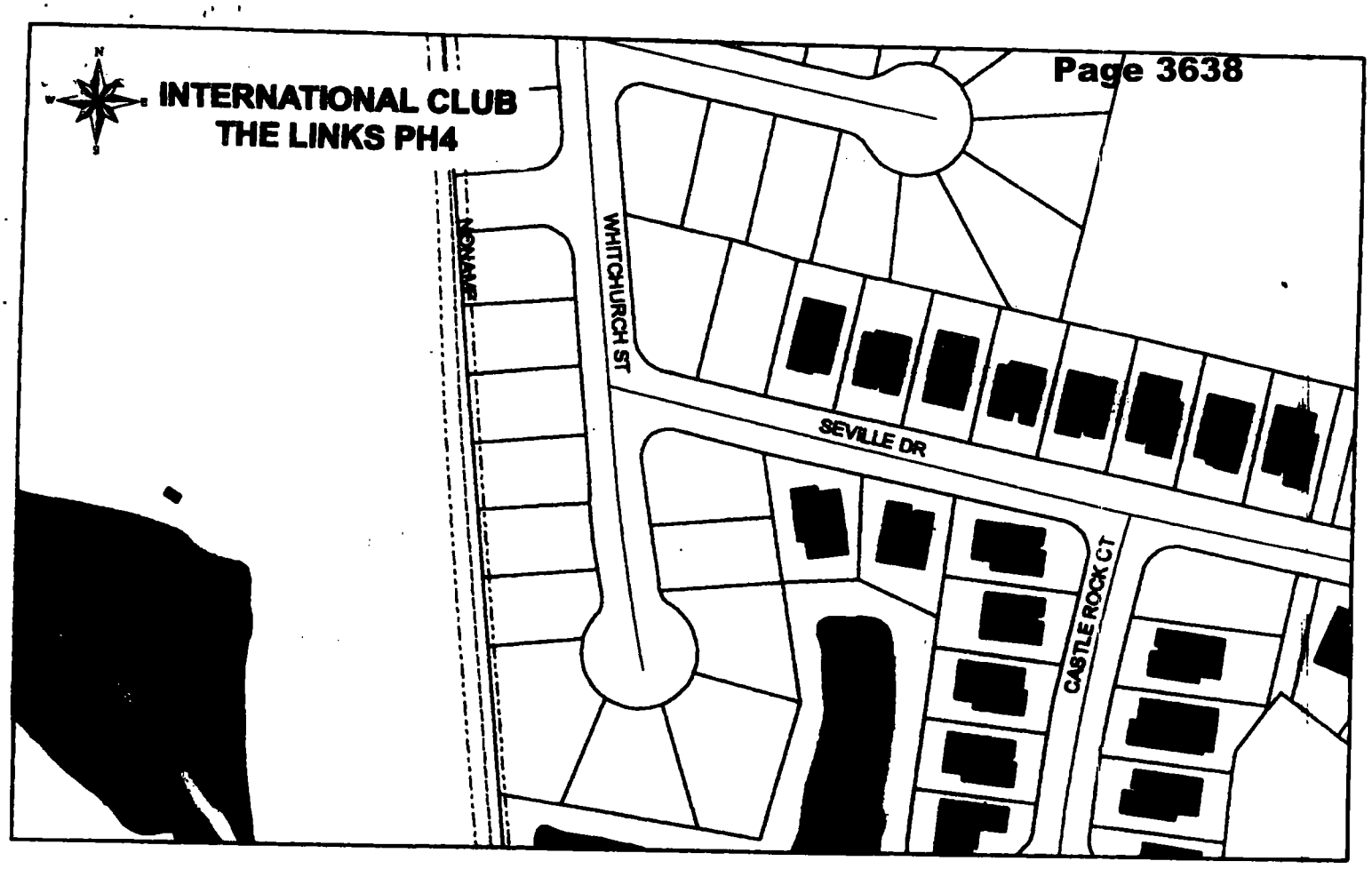
The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Links Phase 4 at International Club (Seville Drive and Whitchurch Street). The road and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.

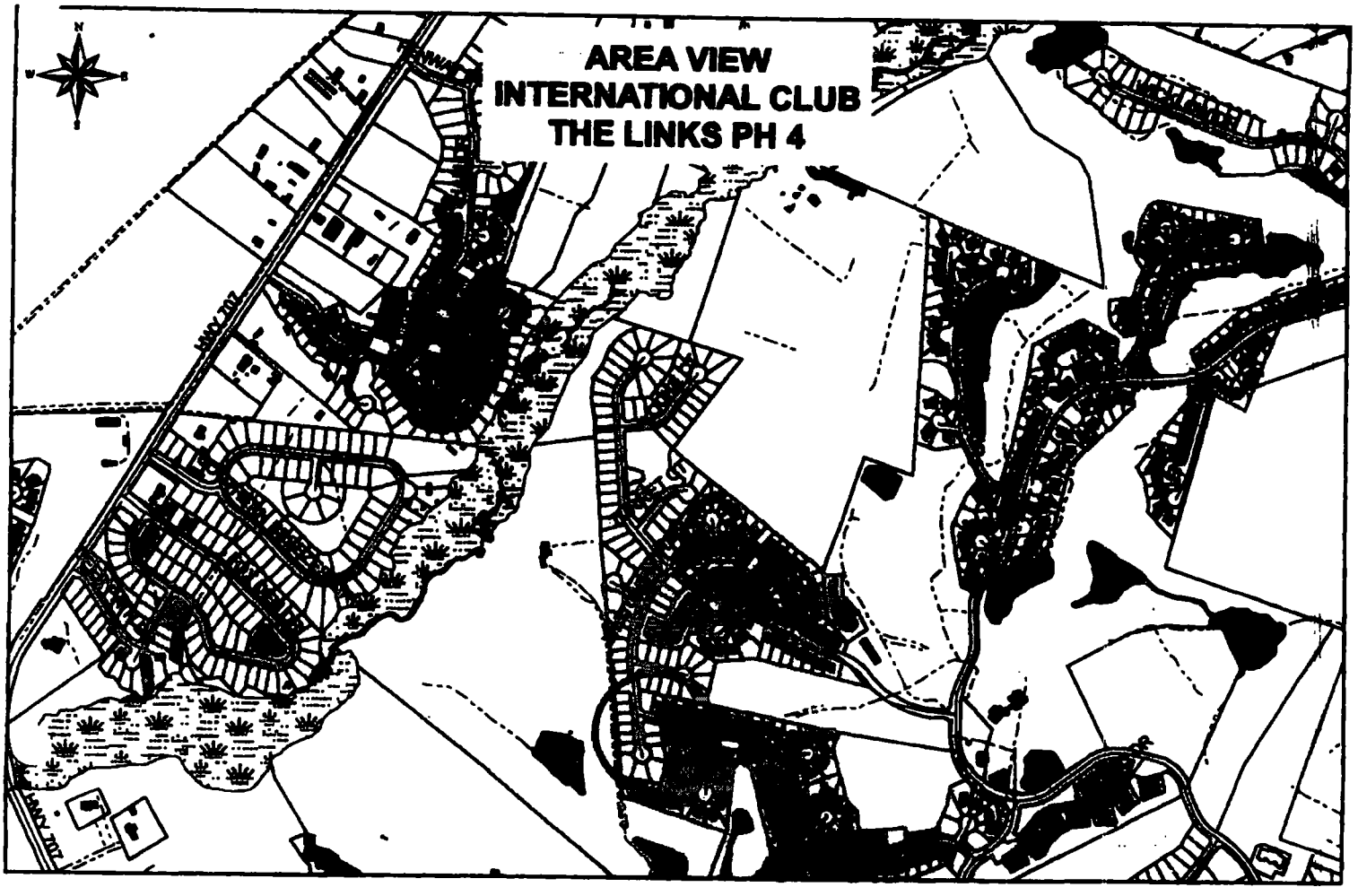
PROPOSED ACTION

Acceptance into the County maintenance system of Links Phase 4 at International Club (Seville Drive and Whitchurch Street) subject to satisfactory financial guarantee and a fully executed dedication package with a one-year warranty period.

RECOMMENDATION

Staff recommends acceptance of Links Phase 4 at International Club (Seville Drive and Whitchurch Street).


INTERNATIONAL CLUB
THE LINKS PH4
WHITCHURCH ST
SEVILLE DR
CASTLE ROCK CT


AREA VIEW
INTERNATIONAL CLUB
THE LINKS PH 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

RESOLUTION R-14-11 404

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT THE HIGHLANDS PHASE III AT THE INTERNATIONAL CLUB (WHITCHURCH ST., MOAT CT., AND TAMARINDO CT.) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of The Highlands Phase III at the International Club (Whitchurch St., Moat Ct., and Tamarindo Ct.) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a cash bond guaranteeing a one-year warranty; and

WHEREAS, the roads and drainage at The Highlands Phase III at the International Club (Whitchurch St., Moat Ct., and Tamarindo Ct.) has been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at The Highlands Phase III at the International Club (Whitchurch St., Moat Ct., and Tamarindo Ct.) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage at The Highlands Phase III at the International Club (Whitchurch St., Moat Ct., and Tamarindo Ct.) and begin their one-year warranty period on the date of said acceptance.

AND IT SO RESOLVED this 15th day of February, 2011.

HORRY COUNTY COUNCIL

H Tom Rice

H. Tom Rice, Chairman

Harold G. Worley, District 1

Brent J. Schulz, District 2

Marion D. Foxworth, III, District 3

Gary Loftus, District 4

Paul D. Price, Jr., District 5

Robert P. Grabowski, District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

W. Paul Prince, District 9

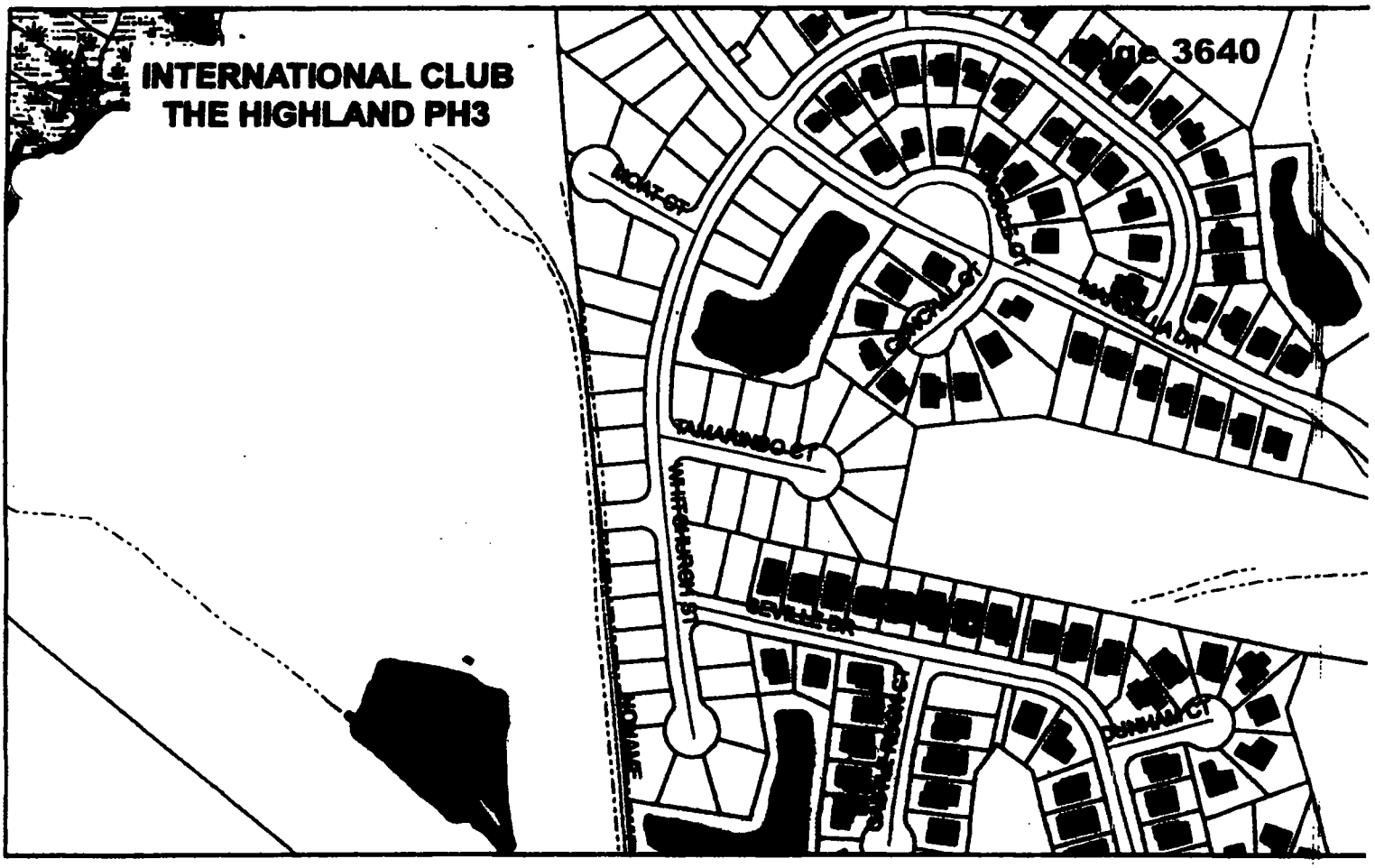
Jody Prince, District 10

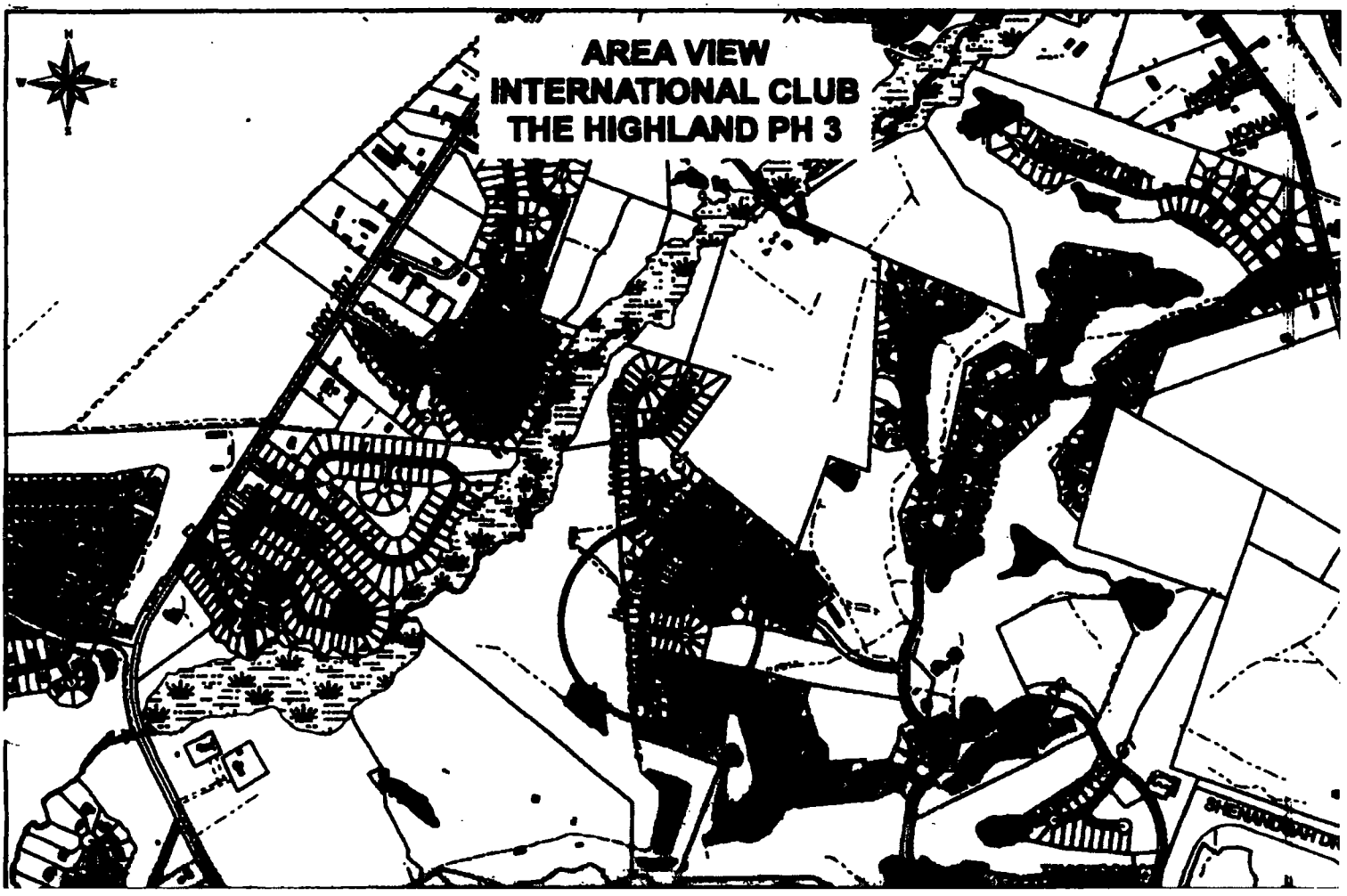
Al Allen, District 11

Attest: Patricia S. Hartley

Patricia S. Hartley, Clerk to Council

404


INTERNATIONAL CLUB
THE HIGHLAND PH3
Page 3640
MONT-ST
TAMARIND CT
WHITEHURST ST
SEVILLE DR
TAMARIND CT


AREA VIEW
INTERNATIONAL CLUB
THE HIGHLAND PH 3

County Council Decision Memorandum
Horry County, South Carolina

Date:	January 25, 2011
From:	Steven S. Gosnell, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Samantha Wallace, Supervisor I
Cleared By:	Steven S. Gosnell, P.E.
Committee:	Infrastructure & Regulation
Regarding:	Request for Acceptance into the Horry County Maintenance System

ISSUE

The developers of The Highlands Phase III at the International Club (Whitchurch St., Moat Ct., and Tamarindo Ct.) request the roads and drainage be dedicated to Horry County. The roadway area to be accepted is approximately .26 miles in length (1,372.80').

PROPOSED ACTION

Acceptance into the County maintenance system of The Highlands Phase III at the International Club (Whitchurch St., Moat Ct., and Tamarindo Ct.) subject to satisfactory financial guarantee and a fully executed dedication package with a one-year warranty period.

RECOMMENDATION

Staff recommends acceptance of The Highlands Phase III at the International Club (Whitchurch St., Moat Ct., and Tamarindo Ct.).

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for The Highlands Phase III at the International Club (Whitchurch St., Moat Ct., and Tamarindo Ct.). The roads and drainages have been constructed to Horry County standards and inspected and approved by the Engineering Department.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. R-18 Page 3642

405

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT INTERNATIONAL CLUB DRIVE AND PICKERING DRIVE INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of International Club Drive and Pickering Drive request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a letter of credit guaranteeing the appropriate warranty; and

WHEREAS, the roads and drainage at International Club Drive and Pickering Drive have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at International Club Drive and Pickering Drive into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the roads and drainage at International Club Drive and Pickering Drive and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 21st day of February 2006.

HORRY COUNTY COUNCIL

Liz Gilland, Chairman

Harold G. Worley, District 1

Mark Lazarus, District 2

Marion D. Foxworth, III, District 3

Michael L. Ryan, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

W. Paul Prince, District 9

Kevin J. Hardee, District 10

John C. Boyd, District 11

ATTEST:

Patricia S. Hartley, Clerk to Council

405


Pickering Drive
International Club Blvd
GREEN WING DR
MALLARD LAKE
HWY 707
INTERNATIONAL CLUB BLVD
CAROLINA DR
LEE ST
JASMINE PL
WREN ST
LEE CIR
N

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. R-07-36[illegible]

406

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT LINKS PHASE I @ INTERNATIONAL CLUB (SEVILLE DRIVE AND CALDERA COURT) INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of Links Phase I at International Club (Seville Drive & Caldera Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a letter of credit guaranteeing a one year warranty; and

WHEREAS, the roads and drainage at Links Phase I at International Club (Seville Drive & Caldera Court) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at Links Phase I at International Club (Seville Drive & Caldera Court) into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the roads and drainage at Links Phase I at International Club (Seville Drive & Caldera Court) and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 15th day of May 2007.

HORRY COUNTY COUNCIL

Liz Gilland, Chairman

Harold G. Worley, District 1

Brent Schulz, District 2

Marion D. Foxworth, III, District 3

Michael L. Ryan, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

W. Paul Prince, District 9

Kevin J. Hardee, District 10

Al Allen, District 11

ATTEST:

Patricia S. Hartley, Clerk to Council

406

County Council Decision Memorandum
Horry County, South Carolina

Date:	April 20, 2007
From:	Steven S. Gosnell, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Sandee Garigen, Exec. Asst.
Cleared By:	Steven S. Gosnell, P.E.
Committee:	Infrastructure & Regulation

ISSUE

The developers of Links Phase I at International Club (Seville Drive & Caldera Court) request the roads and drainage be dedicated to Horry County. The roadway area to be accepted is approximately 0.19 miles in length (1,020').

BACKGROUND

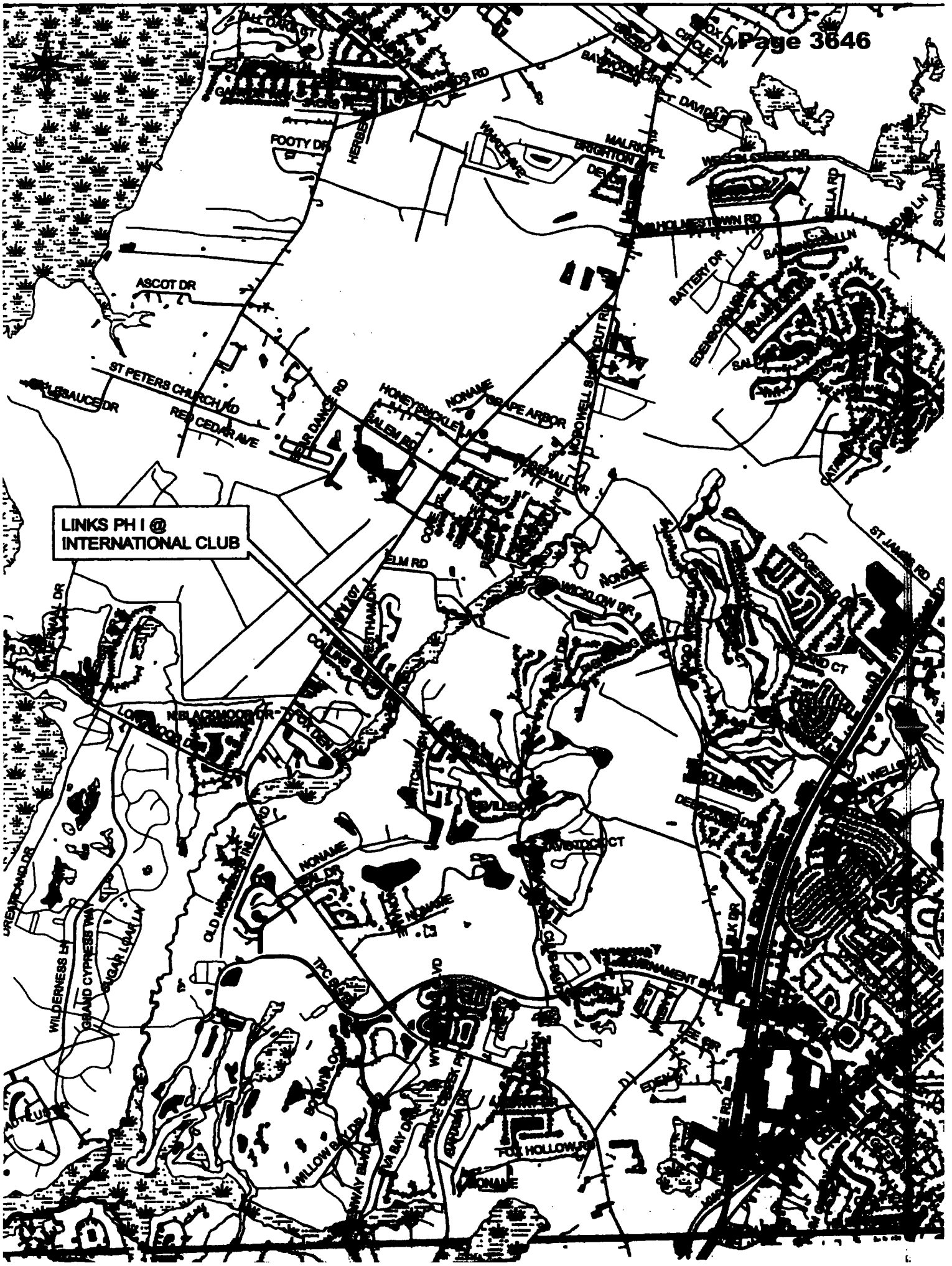
The developers have provided the Engineering Department with fully executed dedication documents and a letter of credit for Links Phase I at International Club (Seville Drive & Caldera Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.

PROPOSED ACTION

Acceptance into the County maintenance system of Links Phase I at International Club (Seville Drive & Caldera Court) subject to satisfactory financial guarantee and a fully executed dedication package with a one-year warranty period.

RECOMMENDATION

Staff recommends acceptance of Links Phase I at International Club (Seville Drive & Caldera Court).


LINKS PH I @
INTERNATIONAL CLUB
FOOTY DR
ASCOT DR
ST PETERS CHURCH RD
RED CEDAR AVE
HONEYSUCKLE LN
GRAPE ARBOR
SALEM RD
ELM RD
HOLLYWELL SHORT CUT RD
HOLLYWELL DR
HOLLYWELL CT
HOLLYWELL CIR
HOLLYWELL PL
HOLLYWELL LN
HOLLYWELL CREEK DR
HOLLYWELL RD
BATTERY DR
EDENBOROUGH DR
WICKLOW DR
WICKLOW CT
ST JAMES RD
BLACKMOOR DR
OLD HOUNDSLOW INLET
WILDERNESS LN
GRAND CYPRESS WAY
SUGAR LOAF LN
TPC BLVD
TOURNAMENT BLVD
FOX HOLLOW RD
WILLOW BEND DR
SEAWAY BAY DR
BAY DR
NONAME

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. R-70-07 Page 3647

407

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT LINKS PHASE II @ INTERNATIONAL CLUB (SEVILLE DRIVE, ADARE COURT AND DUNHAM COURT) INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of Links Phase II at International Club (Seville Drive, Adare Court and Dunham Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a letter of credit guaranteeing a one year warranty; and

WHEREAS, the roads and drainage at Links Phase II at International Club (Seville Drive, Adare Court and Dunham Court) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at Links Phase II at International Club (Seville Drive, Adare Court and Dunham Court) into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the roads and drainage at Links Phase II at International Club (Seville Drive, Adare Court and Dunham Court) and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 15th day of May 2007.

HORRY COUNTY COUNCIL

Liz Gilland, Chairman

Harold G. Worley, District 1

Brent Schulz, District 2

Marion D. Foxworth, III, District 3

Michael L. Ryan, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

W. Paul Prince, District 9

Kevin J. Hardee, District 10

Al Allen, District 11

ATTEST:

Patricia S. Hartley, Clerk to Council

407

County Council Decision Memorandum
Horry County, South Carolina

Date:	April 20, 2007
From:	Steven S. Gosnell, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Sandee Garigen, Exec. Asst.
Cleared By:	Steven S. Gosnell, P.E.
Committee:	Infrastructure & Regulation

ISSUE

The developers of Links Phase II at International Club (Seville Drive, Adare Court and Dunham Court) request the roads and drainage be dedicated to Horry County. The roadway area to be accepted is approximately 0.23 miles in length (1,227').

BACKGROUND

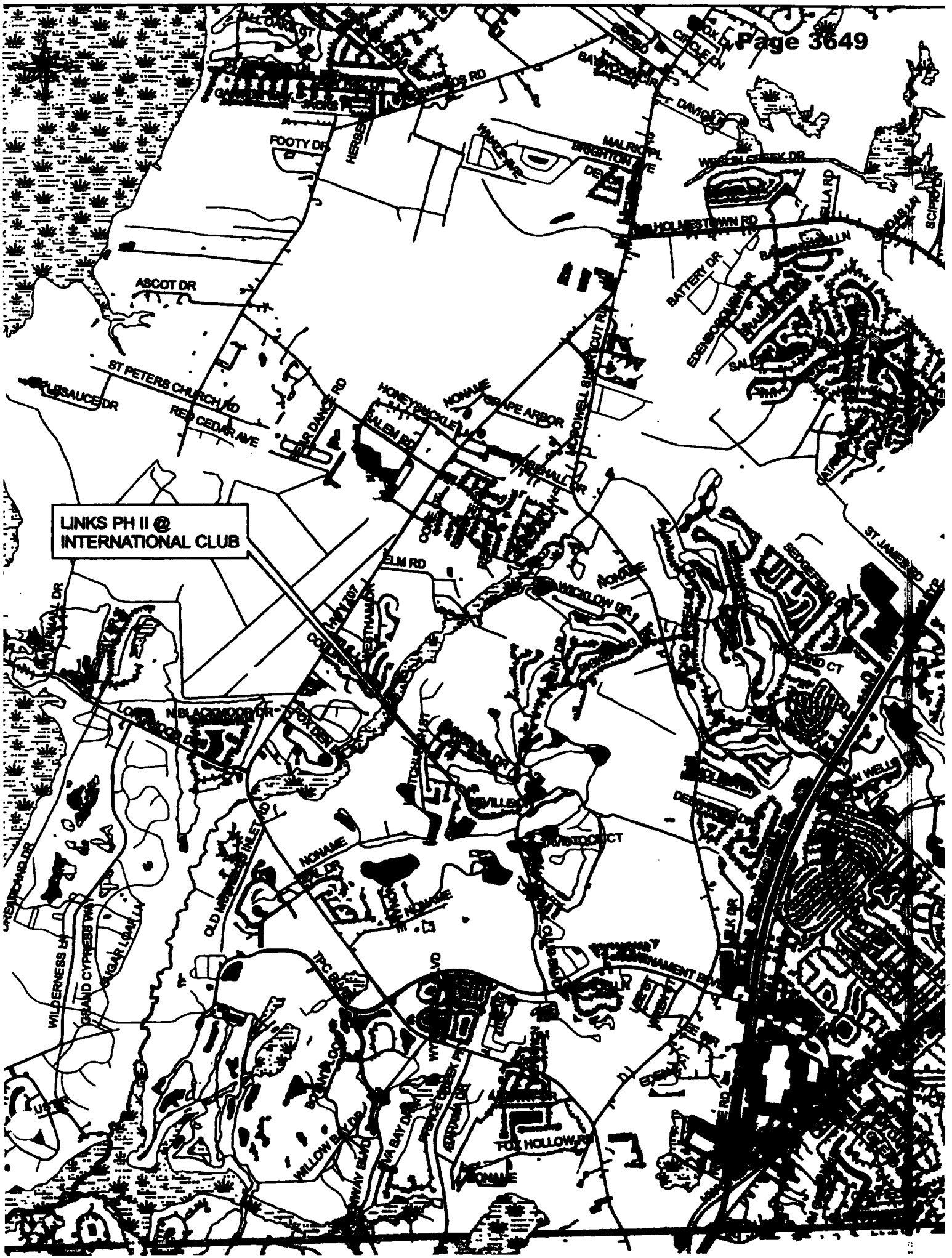
The developers have provided the Engineering Department with fully executed dedication documents and a letter of credit for Links Phase II at International Club (Seville Drive, Adare Court and Dunham Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.

PROPOSED ACTION

Acceptance into the County maintenance system of Links Phase II at International Club (Seville Drive, Adare Court and Dunham Court) subject to satisfactory financial guarantee and a fully executed dedication package with a one-year warranty period.

RECOMMENDATION

Staff recommends acceptance of Links Phase II at International Club (Seville Drive, Adare Court and Dunham Court).


LINKS PH II @
INTERNATIONAL CLUB
ASCOT DR
ST PETERS CHURCH RD
RED CEDAR AVE
HONEYSUCKLE
ELM RD
WICKLOW DR
FOX HOLLOW RD
HOLMESTOWN RD
BATTERY DR
ST JAMES RD
WILDERNESS BLVD
GRAND CYPRESS WAY
OLD MYRTLE BEACH INLET
FOOTY DR
BRIGHTON AVE
WIGGINS CREEK DR
ELLARD
SCIPIO LN
BAYMOOR DR
FOX CIRCLE N
MCDOWELL BRANCH CUT RD
BEAR DANCE RD
NONAME
TPC BLVD
WILLOW BEND
BAY DR
FOX DEN RD

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. R-~~Page 3650~~ 408

A RESOLUTION TO ACCEPT DEDICATION OF THE ROAD AND DRAINAGE AT PEBBLE CREEK ID (ENNIS DRIVE, PRESTON PLACE, TRENT DRIVE AND MANCHESTER CIRCLE) INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of Pebble Creek ID (Ennis Drive, Preston Place, Trent Drive and Manchester Circle) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a Letter of Credit from their bank guaranteeing the appropriate warranty; and

WHEREAS, the roads and drainage at Pebble Creek ID (Ennis Drive, Preston Place, Trent Drive and Manchester Circle) has been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at Pebble Creek ID (Ennis Drive, Preston Place, Trent Drive and Manchester Circle) into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the roads and drainage at Pebble Creek ID (Ennis Drive, Preston Place, Trent Drive and Manchester Circle) and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 18th day of May 2004

HORRY COUNTY COUNCIL

Liz Gilland, Chairman

Harold G. Worley, District 1

Mark Lazarus, District 2

Marion D. Foxworth. III, District 3

Michael L. Ryan, District 4

Howard D. Barnard, III, District 5

Gene R. Smith, Jr., District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

W. Paul Prince, District 9

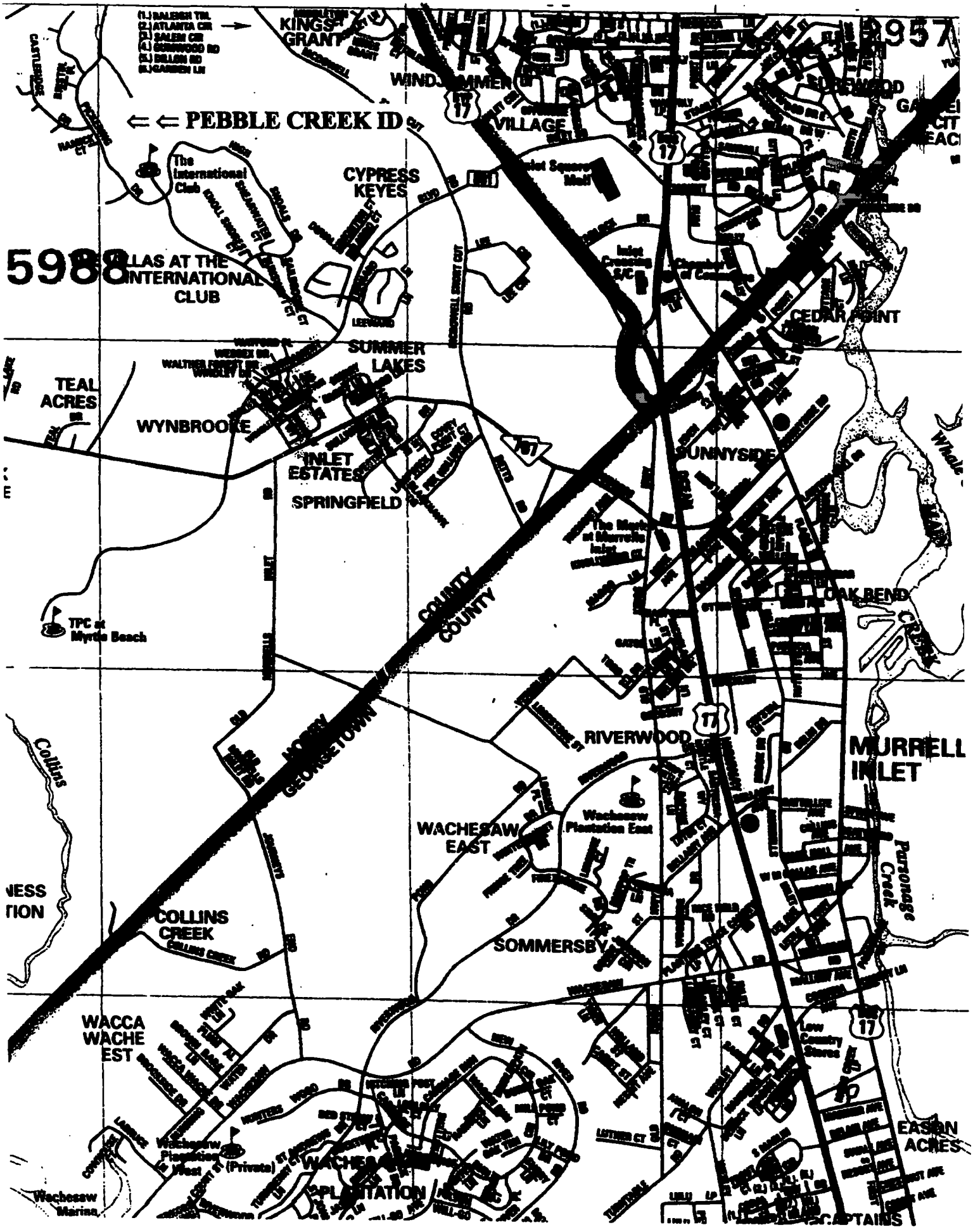
Kevin J. Hardee, District 10

John C. Boyd, District 11

ATTEST:

Patricia S. Hartley, Clerk to Council

408


KINGS GRANT
WINDJAMMER
VILLAGE
SURFWOOD
PEBBLE CREEK ID
The International Club
CYPRESS KEYES
5988
VILLAS AT THE INTERNATIONAL CLUB
Inlet Square Mall
CEDAR POINT
SUMMER LAKES
TEAL ACRES
WYNBROOKE
INLET ESTATES
SPRINGFIELD
SUNNYSIDE
TPC at Myrtle Beach
COUNTY
OAK BEND
RIVERWOOD
MURRELL INLET
GEORGETOWN
Wachesaw Plantation East
WACHESAW EAST
COLLINS CREEK
SOMMERSBY
Parsonage Creek
WACCA WACHE EST
Wachesaw Plantation West (Private)
Wachesaw Marina
EASON ACRES
CAPTAINS

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION No. ____ Page 3652

409

A RESOLUTION TO ACCEPT DEDICATION OF THE ROAD AND DRAINAGE AT TOURNAMENT BOULEVARD INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of Tournament Boulevard request the road and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and Letters of Intent from their bank guaranteeing the appropriate warranty bond; and

WHEREAS, the road and drainage at Tournament Boulevard has been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the road and drainage at Tournament Boulevard into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the road and drainage at Tournament Boulevard and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 5th day of June 2001.

HORRY COUNTY COUNCIL

Chad Prosser, Chairman

Ray Skidmore, Jr., District One

John Kost, District Two

Ray Brown, District Three

Michael L. Ryan, District Four

Terry Cooper, District Five

Gene R. Smith, Jr., District Six

James R. Frazier, District Seven

Liz Gilland, District Eight

W. Paul Prince, District Nine

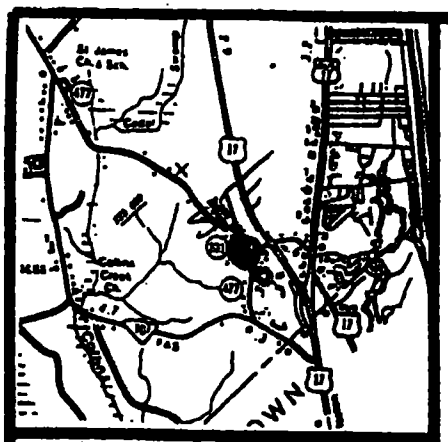
Kevin J. Hardee, District Ten

Janice G. Jordan, District Eleven

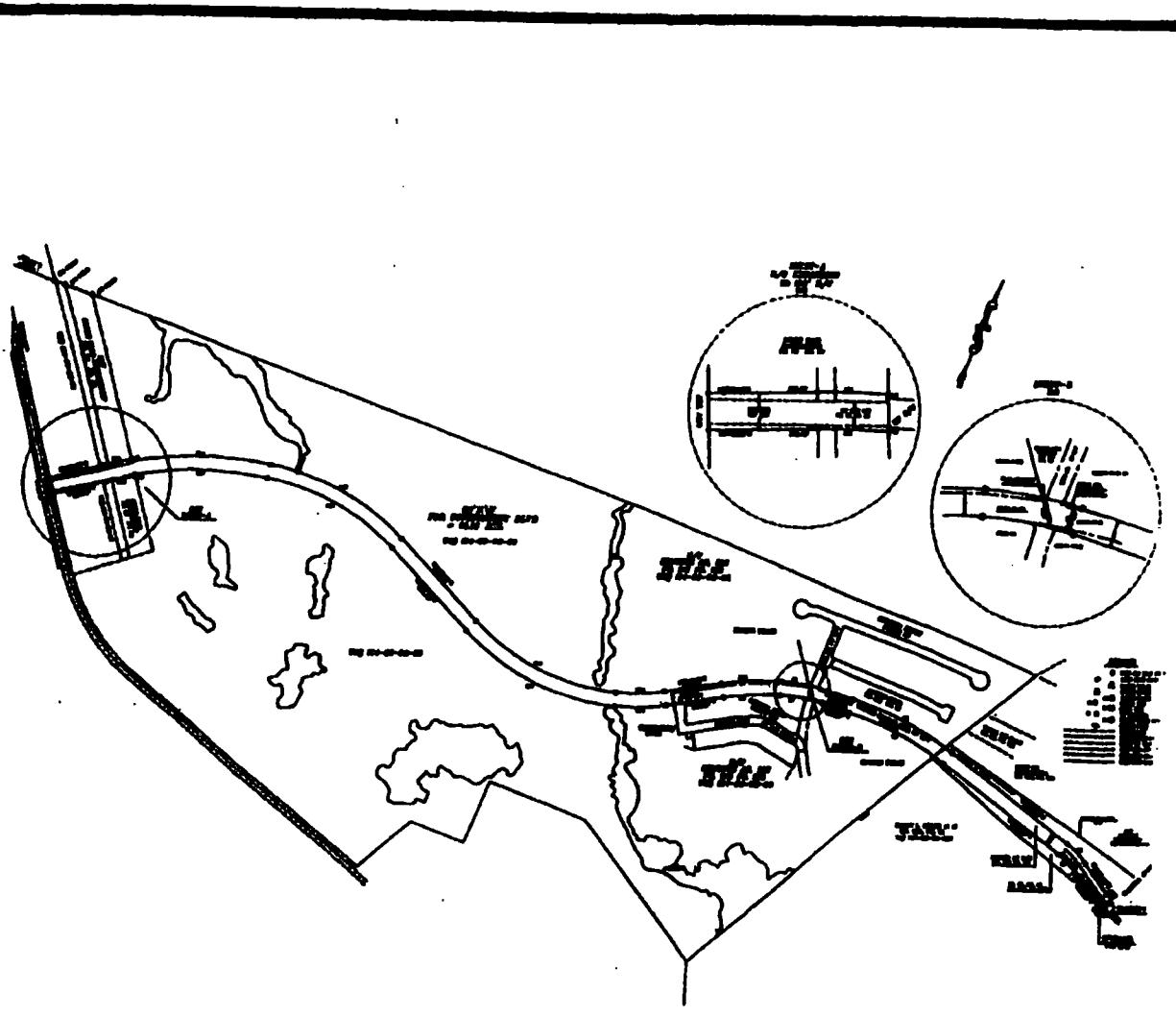
ATTEST:

Patricia S. Hartley, Clerk to Council

409



VICINITY MAP



APPLICANT:	CURRENT ZONING: FA and R-4 PUD		TAX MAP NO.:	PC DATE
Tournament Blvd @ Cypress Keyes Kaminski Owners, Dev. of Prince Creek ETS, Bill Hatoway	REQUEST: Preliminary plan review	N	194-00-02-098 and 194-00-02-059	4-1-99

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. R-10

410

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT HIGHLANDS @ INTERNATIONAL CLUB PHASE II (MARBELLA DRIVE, WHITCHURCH STREET AND PETTIT COURT) INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of Highlands @ International Club Phase II (Marbella Drive, Whitchurch Street and Pettit Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a letter of credit guaranteeing a one year warranty; and

WHEREAS, the roads and drainage at Highlands @ International Club Phase II (Marbella Drive, Whitchurch Street and Pettit Court) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at Highlands @ International Club Phase II (Marbella Drive, Whitchurch Street and Pettit Court) into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the roads and drainage at Highlands @ International Club Phase II (Marbella Drive, Whitchurch Street and Pettit Court) and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 19th day of June 2007.

HORRY COUNTY COUNCIL

Liz Gilland, Chairman

Harold G. Worley, District 1

Brent Schulz, District 2

Marion D. Foxworth. III, District 3

Michael L. Ryan, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

W. Paul Prince, District 9

Kevin J. Hardee, District 10

Al Allen, District 11

ATTEST:

Patricia S. Hartley, Clerk to Council

410

County Council Decision Memorandum
Horry County, South Carolina

Date:	May 10, 2007
From:	Steven S. Gosnell, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Sandee Garigen, Exec. Asst.
Cleared By:	Steven S. Gosnell, P.E.
Committee:	Infrastructure & Regulation

ISSUE

The developers of Highlands @ International Club Phase II (Marbella Drive, Whitchurch Street and Pettit Court) request the roads and drainage be dedicated to Horry County. The roadway area to be accepted is approximately 0.32 miles in length (1,711').

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Highlands @ International Club Phase II (Marbella Drive, Whitchurch Street and Pettit Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.

PROPOSED ACTION

Acceptance into the County maintenance system of Highlands @ International Club Phase II (Marbella Drive, Whitchurch Street and Pettit Court) subject to satisfactory financial guarantee and a fully executed dedication package with a one-year warranty period.

RECOMMENDATION

Staff recommends acceptance of Highlands @ International Club Phase II (Marbella Drive, Whitchurch Street and Pettit Court).


HIGHLANDS @ INTERNATIONAL CLUB PH II
ASCOT DR
FREEWOODS RD
ST PETERS CHURCH RD
RED CEDAR AVE
BEAR BANK RD
SALEM RD
NONAME
GRAPE ARBOR
SOUTHBOROUGH LN
SEBASTIAN DR
RIVERBEND RD
MYNATT CT
ELM RD
HICKORY DR
MCDONNELL RD
LOUISE CT
TURNSTONE CT
FOX DEN DR
STONE THROW DR
TAVISTOCK CT
ELK DR
SIMONTON CT
TOURNAMENT BLVD
KING DOVE CT
SUGAR LOAF LN
OLD ALABAMA RD
TPC BLVD
FOX HOLLOW RD
WILLOW BAY DR
GREENWAY BLVD
PRINCE CREEK PKWY
BAHAMA DR
HWY 92
EZ LN

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. R-105-07 Page 3657

411

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT HIGHLANDS @ INTERNATIONAL CLUB PHASE I (MARBELLA DRIVE, KINSALE COURT & CONCHAL COURT) INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of Highlands @ International Club Phase I (Marbella Drive, Kinsale Court & Conchal Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a letter of credit guaranteeing a one year warranty; and

WHEREAS, the roads and drainage at Highlands @ International Club Phase I (Marbella Drive, Kinsale Court & Conchal Court) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at Highlands @ International Club Phase I (Marbella Drive, Kinsale Court & Conchal Court) into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the roads and drainage at Highlands @ International Club Phase I (Marbella Drive, Kinsale Court & Conchal Court) and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 19th day of June 2007.

HORRY COUNTY COUNCIL

Liz Gilland, Chairman

Harold G. Worley, District 1

Brent Schulz, District 2

Marion D. Foxworth, III, District 3

Michael L. Ryan, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

W. Paul Prince, District 9

Kevin J. Hardee, District 10

Al Allen, District 11

ATTEST:

Patricia S. Hartley, Clerk to Council

411

County Council Decision Memorandum
Horry County, South Carolina

Date:	May 10, 2007
From:	Steven S. Gosnell, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Sandee Garigen, Exec. Asst.
Cleared By:	Steven S. Gosnell, P.E.
Committee:	Infrastructure & Regulation

ISSUE

The developers of Highlands @ International Club Phase I (Marbella Drive, Kinsale Court & Conchal Court) request the roads and drainage be dedicated to Horry County. The roadway area to be accepted is approximately 0.42 miles in length (2,220').

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Highlands @ International Club Phase I (Marbella Drive, Kinsale Court & Conchal Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.

PROPOSED ACTION

Acceptance into the County maintenance system of Highlands @ International Club Phase I (Marbella Drive, Kinsale Court & Conchal Court) subject to satisfactory financial guarantee and a fully executed dedication package with a one-year warranty period.

RECOMMENDATION

Staff recommends acceptance of Highlands @ International Club Phase I (Marbella Drive, Kinsale Court & Conchal Court).


HIGHLANDS @ INTERNATIONAL CLUB PH I
ASCOT DR
FREEWOODS RD
ST PETERS CHURCH RD
RED CEDAR AVE
BEAR DANCE RD
HOMEWRECKER LN
SALEM RD
NONAME
GRAPE ARBOR
SOUTHBOROUGH LN
SEBASTIAN DR
RAINING LN
MYNATT CT
ELM RD
HICKORY DR
MCDOWELL RD
LOCKET CT
TURRET CT
FOX DEN DR
DAVISTOCK CT
STONE THROW DR
SUGAR LOAF LN
OLD SUGAR LOAF RD
TPC BLVD
WILLOW BAY DR
GREENWAY BLVD
PRINCE CREEK PKY
FOX HORSOW RD
PRINCE RD
HWY

412

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

RESOLUTION R-153-09

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT THE MEADOWS AT INTERNATIONAL CLUB (MARBELLA DRIVE, TURRET COURT, AND LOCKE COURT) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of The Meadows at International Club (Marbella Drive, Turret Court, and Locke Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a warranty cash bond guaranteeing a one-year warranty; and

WHEREAS, the roads and drainage at The Meadows at International Club (Marbella Drive, Turret Court, and Locke Court) has been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS. It is the intent of Horry County Council to accept the roads and drainage at The Meadows at International Club (Marbella Drive, Turret Court, and Locke Court) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage at The Meadows at International Club (Marbella Drive, Turret Court, and Locke Court) and begin their one-year warranty period on the date of said acceptance.

AND IT SO RESOLVED this 20th day of October, 2009.

HORRY COUNTY COUNCIL

Liz Gilland

Liz Gilland, Chairman

Harold G. Worley, District 1

Brent J. Schulz, District 2

Marion D. Foxworth, III, District 3

Gary Loftus, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

412

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

W. Paul Prince, District 9

Jody Prince, District 10

Al Allen, District 11

ATTEST:

Patricia S. Hartley

Patricia S. Hartley, Clerk to Council

County Council Decision Memorandum
Horry County, South Carolina

Date:	September 30, 2009
From:	Steven S. Gosnell, P.E.
Division:	Infrastructure & Regulation
Prepared By:	Samantha Wallace, Supervisor I
Cleared By:	Steven S. Gosnell, P.E.
Committee:	Infrastructure & Regulation

ISSUE

The developers of The Meadows at International Club (Marbella Drive, Turret Court, and Locke Court) request the roads and drainage be dedicated to Horry County. The roadway area to be accepted is approximately 0.45 miles in length (2,366').

BACKGROUND

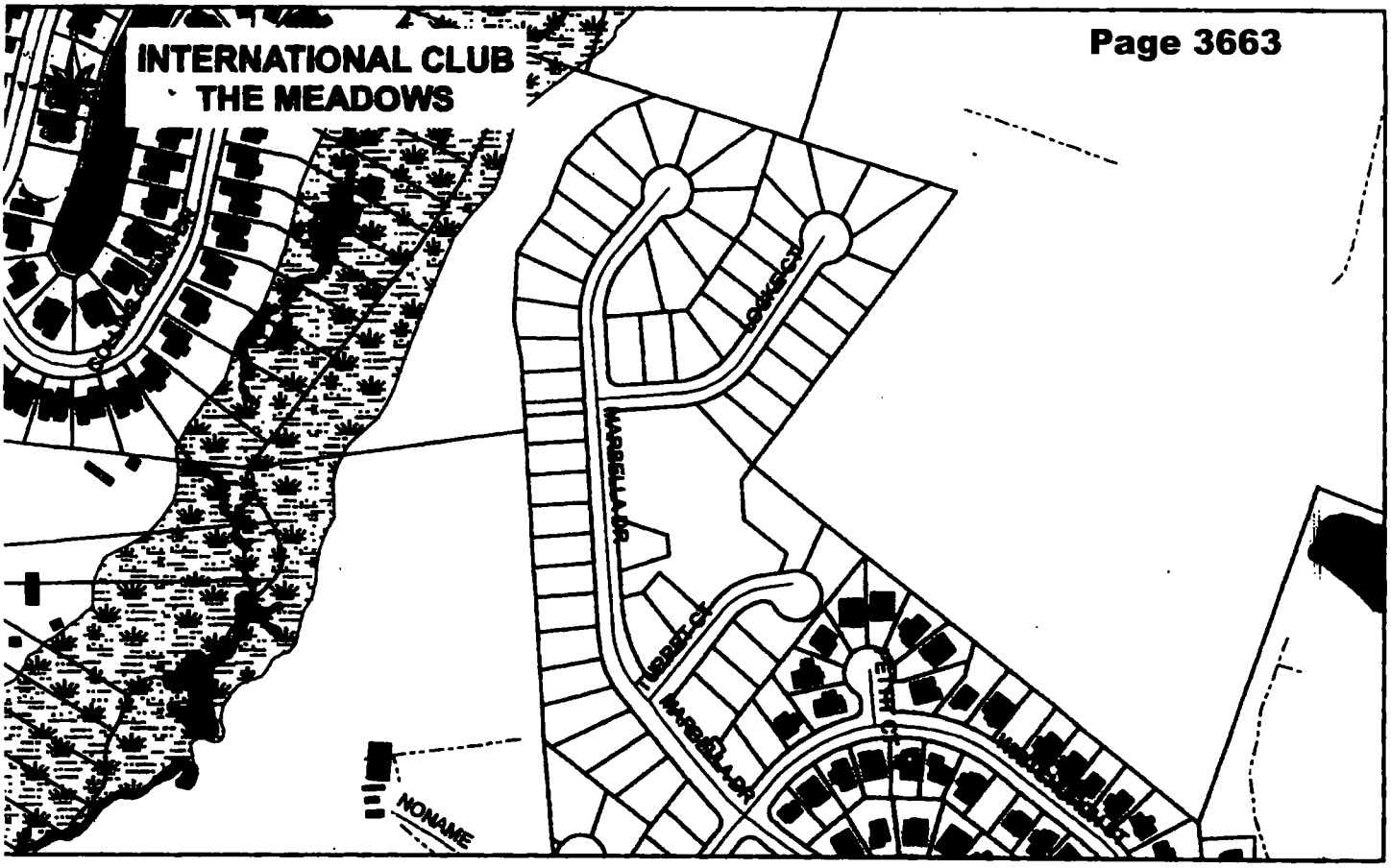
The developers have provided the Engineering Department with fully executed dedication documents and cash bond for The Meadows at International Club (Marbella Drive, Turret Court, and Locke Court). The road and drainages have been constructed to Horry County standards and inspected and approved by the Engineering Department.

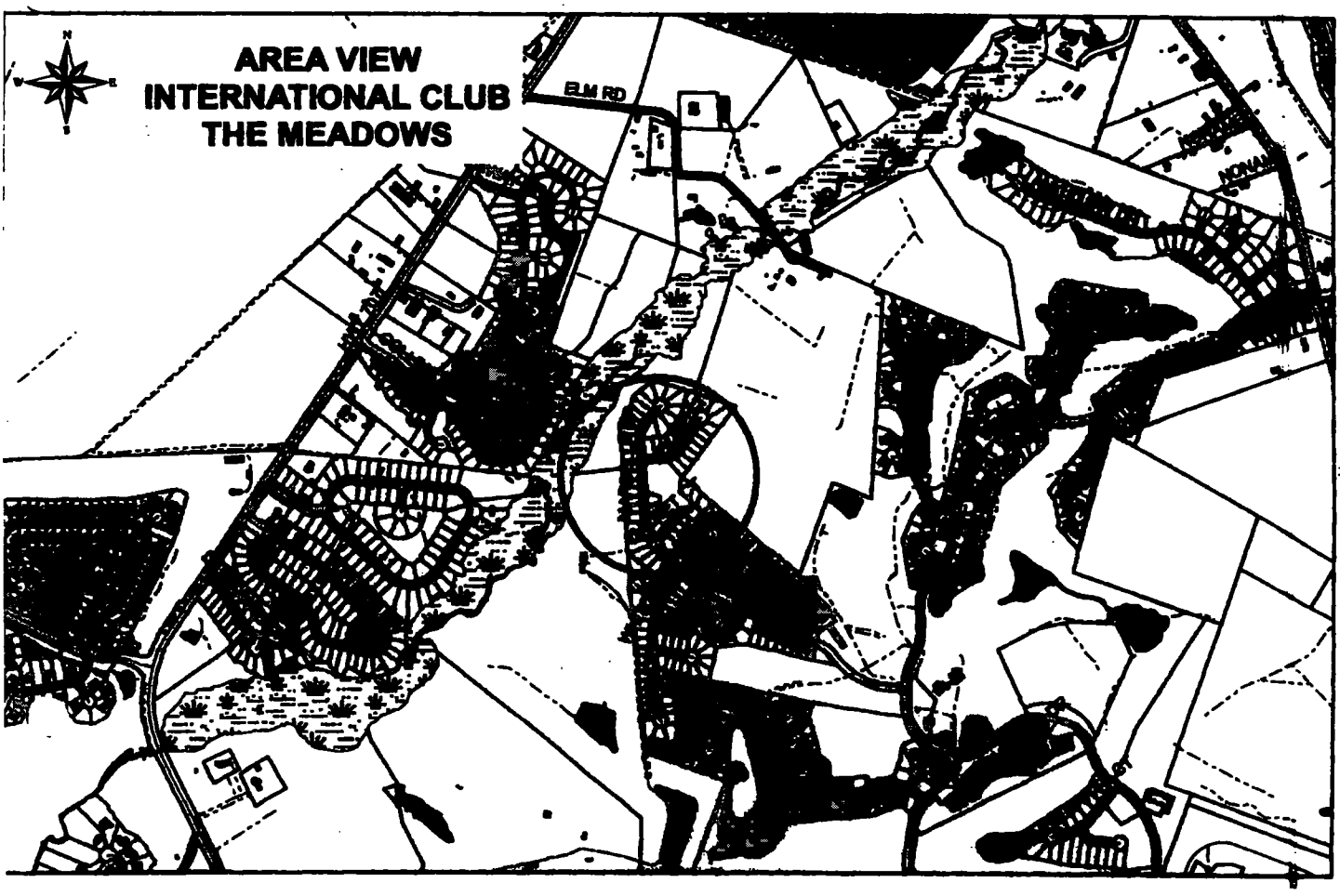
PROPOSED ACTION

Acceptance into the County maintenance system of The Meadows at International Club (Marbella Drive, Turret Court, and Locke Court) subject to satisfactory financial guarantee and a fully executed dedication package with a one-year warranty period.

RECOMMENDATION

Staff recommends acceptance of The Meadows at International Club (Marbella Drive, Turret Court, and Locke Court).


INTERNATIONAL CLUB
THE MEADOWS
LOMBARDY
MARBELLA DR
MARBELLA DR
NONAME


AREA VIEW
INTERNATIONAL CLUB
THE MEADOWS
B.M RD

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION NO. R-1

413

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE AT PEBBLE CREEK IA & IB (PICKERING DRIVE, BRISTOL PLACE, HARWICK COURT AND CRAWLEY PLACE) INTO THE COUNTY ROAD SYSTEM.

WHEREAS, the developers of Pebble Creek IA & IB (Pickering Drive, Bristol Place, Harwick Court and Crawley Place) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a one year warranty; and

WHEREAS, the roads and drainage at Pebble Creek IA & IB (Pickering Drive, Bristol Place, Harwick Court and Crawley Place) have been improved to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage at Pebble Creek IA & IB (Pickering Drive, Bristol Place, Harwick Court and Crawley Place) into the County system;

NOW, THEREFORE: Horry County Council resolves: To accept the roads and drainage at Pebble Creek IA & IB (Pickering Drive, Bristol Place, Harwick Court and Crawley Place) and begin their one-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED.

Dated this 15th day of October 2002.

HORRY COUNTY COUNCIL

Chad Prosser, Chairman

Ray Skidmore, Jr., District One

John Kost, District Two

Marion Foxworth, District Three

Michael L. Ryan, District Four

Terry B. Cooper, District Five

Gene R. Smith, Jr., District Six

James R. Frazier, District Seven

Liz Gilland, District Eight

W. Paul Prince, District Nine

Kevin J. Hardee, District Ten

Janice G. Jordan, District Eleven

ATTEST:

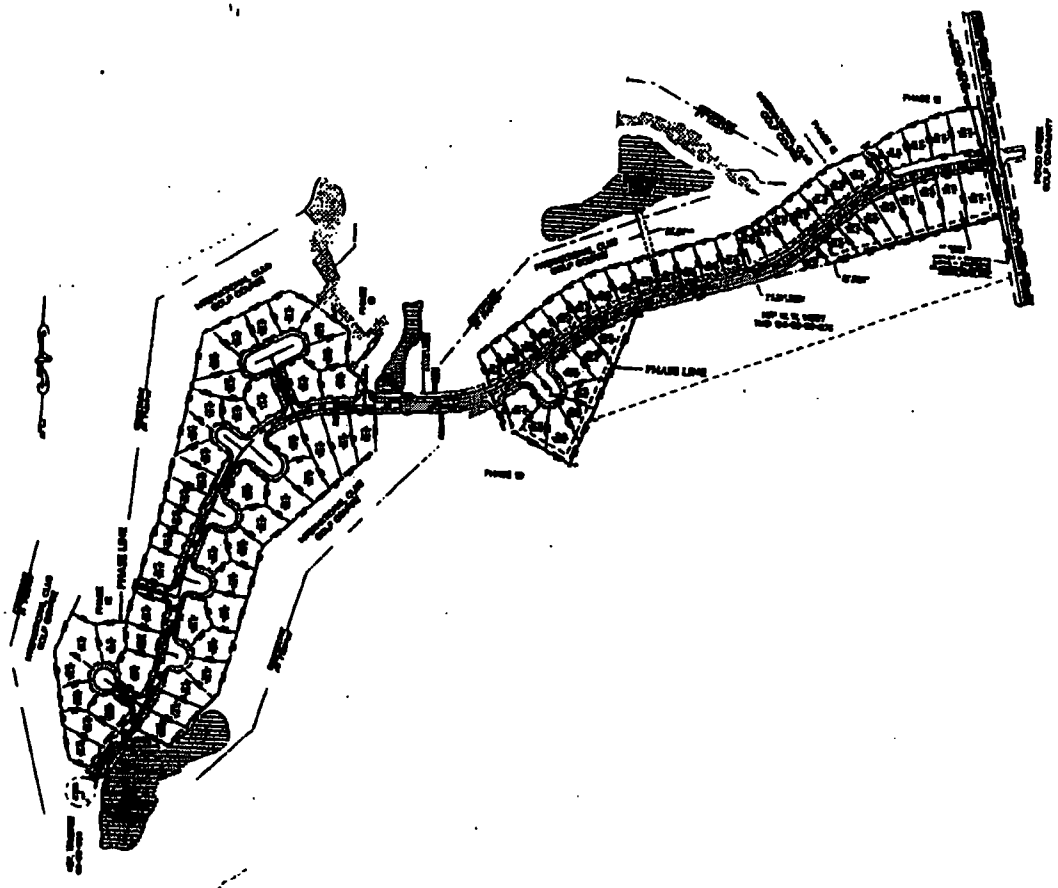
Patricia S. Hartley, Clerk to Council

413

Map #7

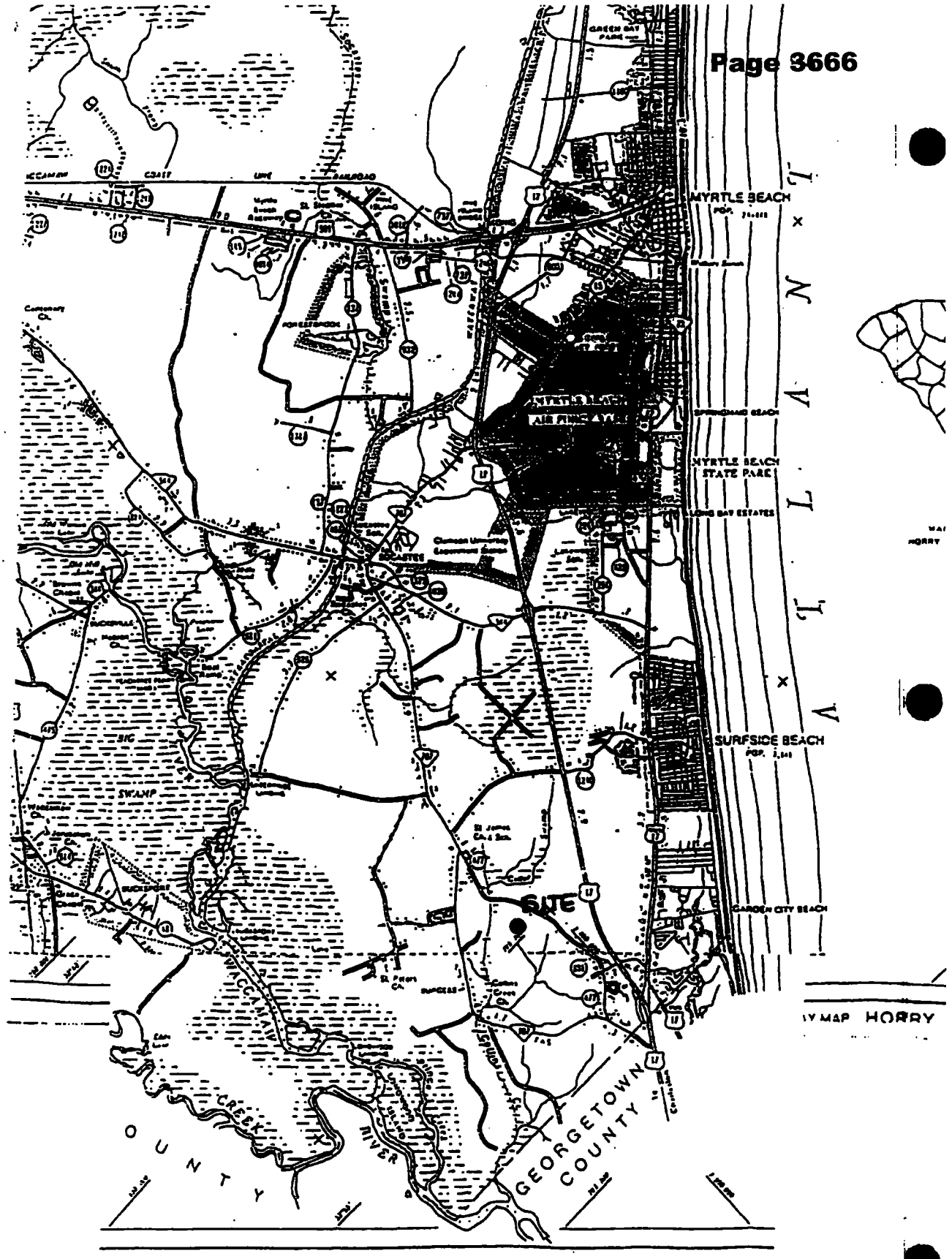
See attached vicinity map

Vicinity Map



APPLICANT: Pebblecreek @ International Club PUD, Phase IA & IB Sunbelt Associates Hobbs, Upchurch & Associates Ray George	**CURRENT ZONING:** R-7 PUD **REQUEST:** Preliminary and final PUD	**TAX MAP NO.:** 194-00-02-106 and 107	↑	**PC DATE** 9/7/00

Page 3695



Pebblecreek @ International Club
Phase I-A + I-B

414

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

RESOLUTION R-185-07

A RESOLUTION TO ACCEPT DEDICATION OF THE ROAD AND DRAINAGE AT PEBBLE CREEK PHASE 1E (WICKLOW DRIVE, KNIGHTSBRIDGE COURT, WORCHESTER COURT, AND HARROGATE COURT) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Pebble Creek Phase 1E (Wicklow Drive, Knightsbridge Court, Worchester Court, and Harrogate Court) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a letter of credit guaranteeing a one-year warranty; and

WHEREAS, the roads and drainage at Pebble Creek Phase 1E (Wicklow Drive, Knightsbridge Court, Worchester Court, and Harrogate Court) has been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS. It is the intent of Horry County Council to accept the roads and drainage at Pebble Creek Phase 1E (Wicklow Drive, Knightsbridge Court, Worchester Court, and Harrogate Court) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage at Pebble Creek Phase 1E (Wicklow Drive, Knightsbridge Court, Worchester Court, and Harrogate Court) and begin their one-year warranty period on the date of said acceptance.

AND IT SO RESOLVED this 13th day of November, 2007.

HORRY COUNTY COUNCIL

Liz Gilland, Chairman

Harold G. Worley, District 1

Brent J. Schulz, District 2

Marion D. Foxworth, III, District 3

Michael L. Ryan, District 4

Howard D. Barnard, III, District 5

Robert P. Grabowski, District 6

414

James R. Frazier, District 7

Carl H. Schwartzkopf, District 8

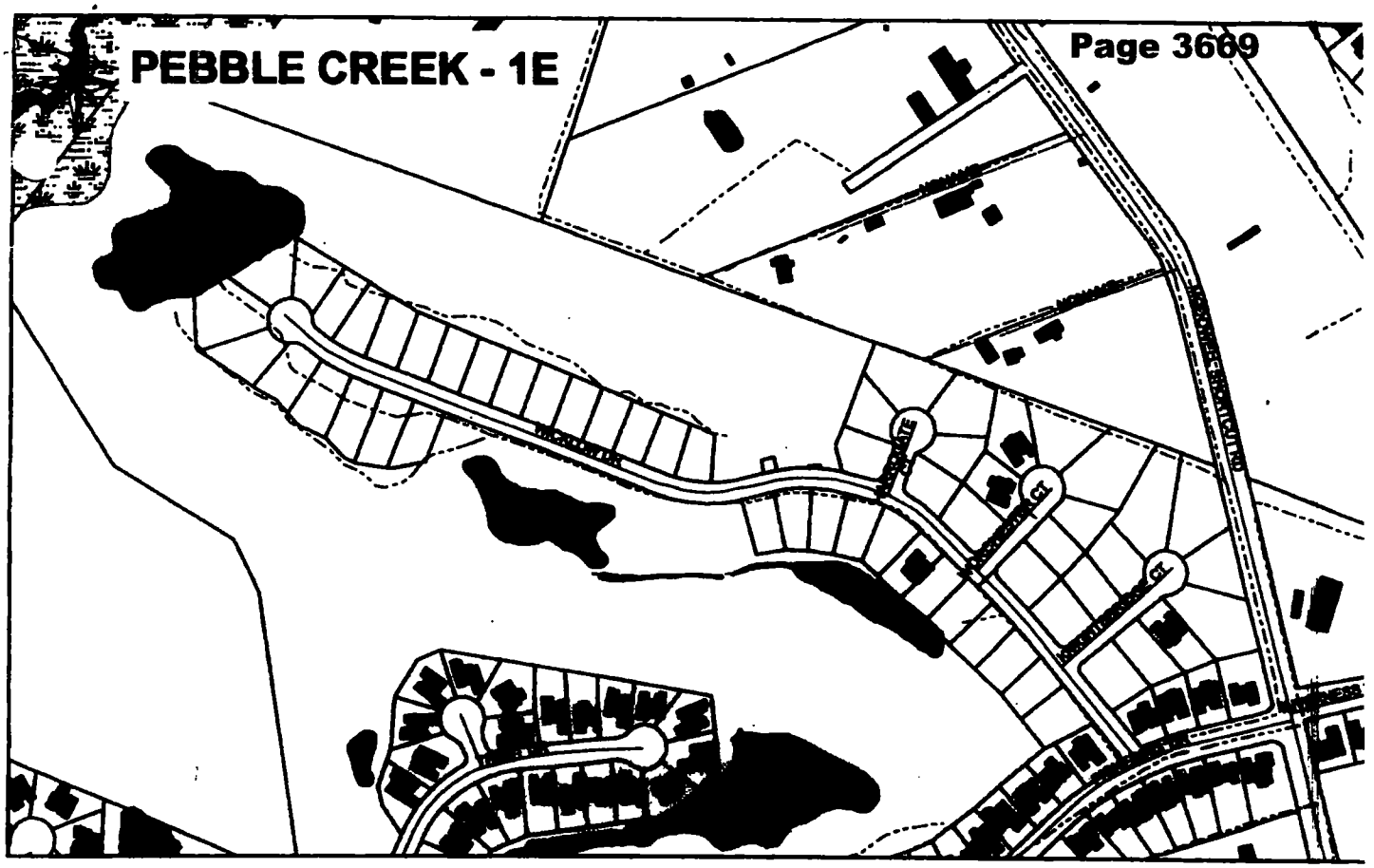
W. Paul Prince, District 9

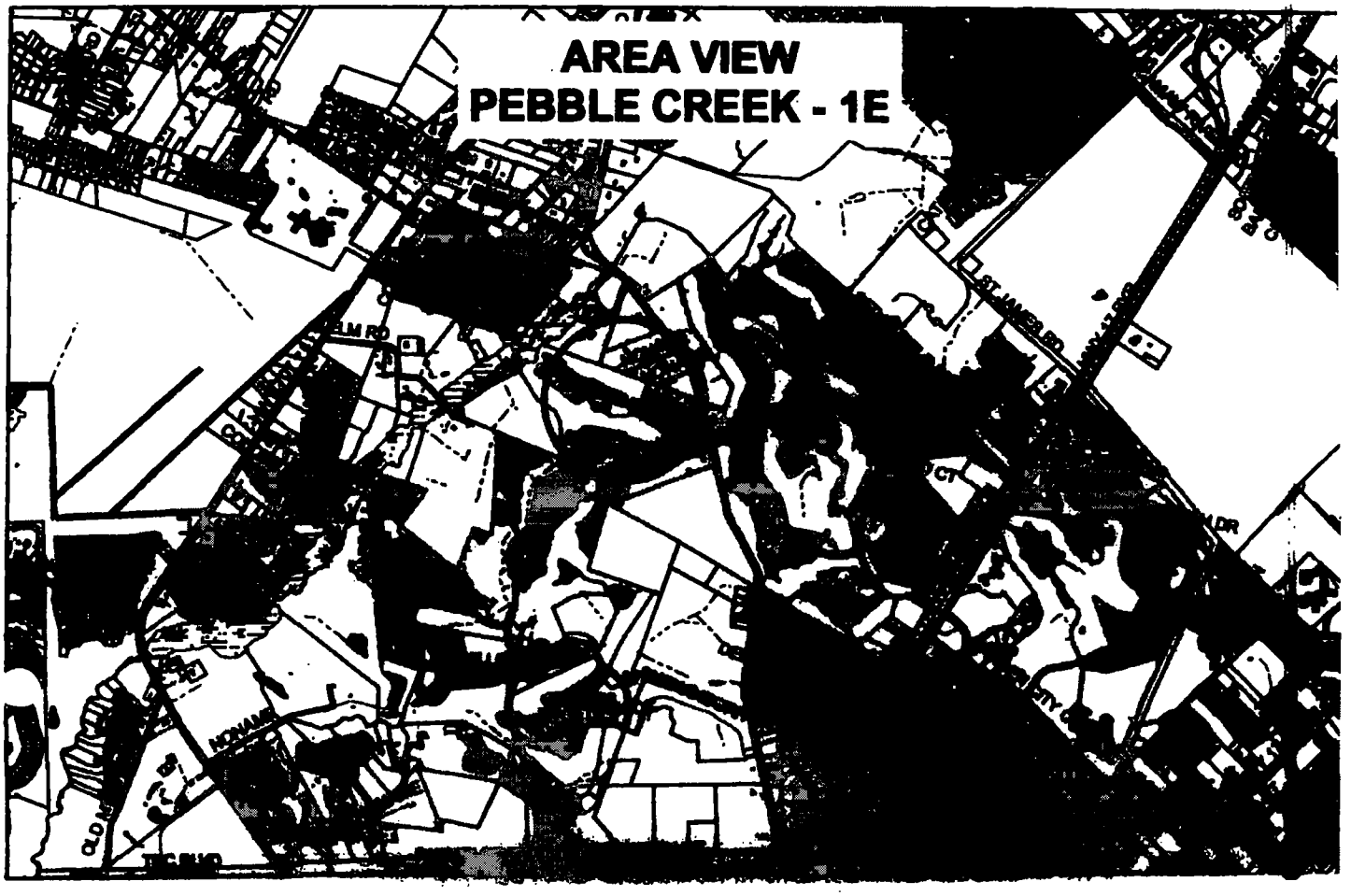
Kevin J. Hardee, District 10

Al Allen, District 11

ATTEST:

Patricia S. Hartley, Clerk to Council


PEBBLE CREEK - 1E

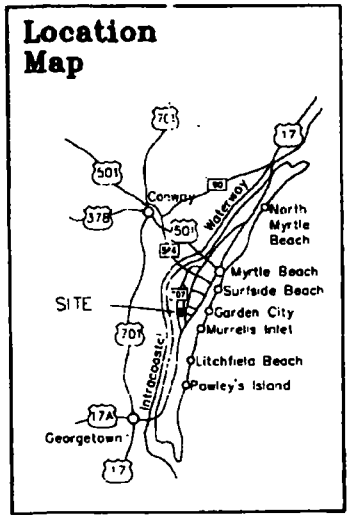

AREA VIEW
PEBBLE CREEK - 1E

MURRELLS INLET GOLF PLANTATION
HORRY COUNTY, SOUTH CAROLINA

DEVELOPED BY:

MURRELLS INLET GOLF PLANTATION, LLC

HORRY COUNTY PRELIMINARY SUBMITTAL



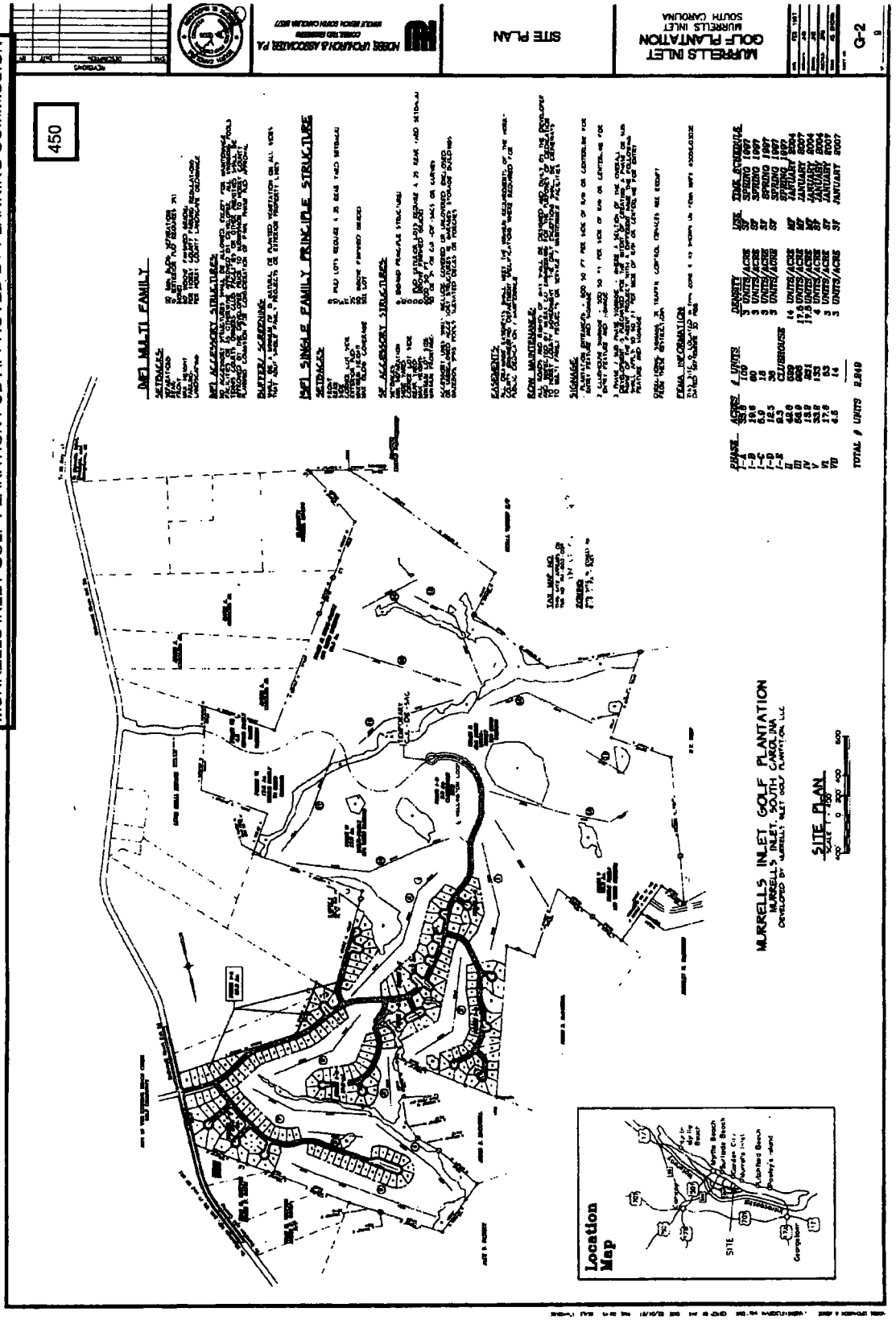
SHEET LIST

C1 COVER AND INDEX
SITE PLAN
PHASE 1-A-1-B-2 SITE LAYOUT
PHASE 1-A-1-B-2-D SITE LAYOUT
PARK SECTION SITE PLAN AND DETAILS
ENGINEERING DETAILS PLAN AND SECTION
WATER AND SEWER DETAILS
WATER AND SEWER DETAILS
LAYOUT
LAYOUT
AND PROFILE
AND PROFILE
AND PROFILE

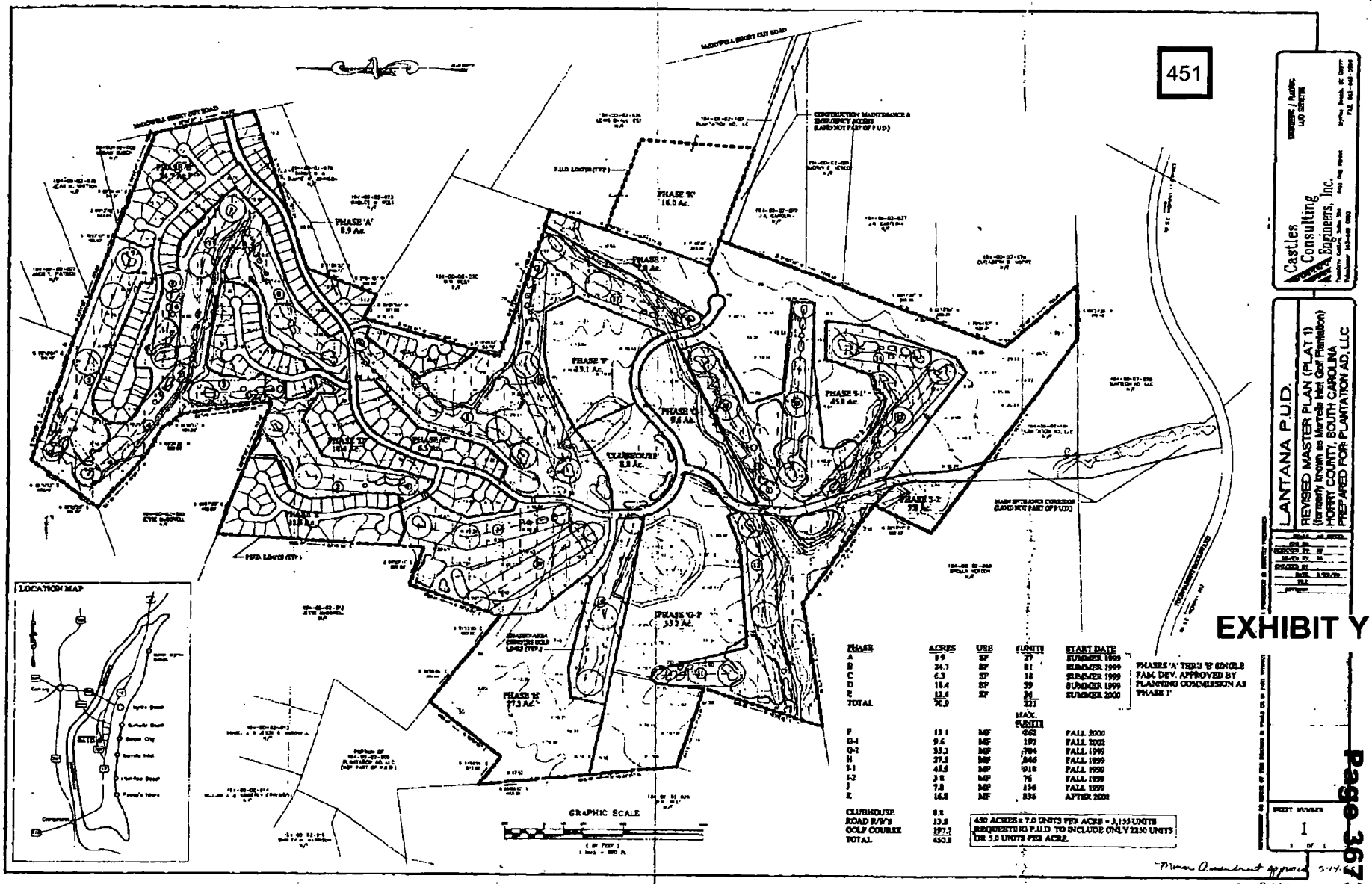
PLANNING COMMISSION
PUD APPROVAL PLATS

MURRELLS INLET GOLF PLANATION PUD APPROVED BY PLANNING COMMISSION

450



450


451
LANTANA P.U.D.
REVISED MASTER PLAN (PLAT 1)
(formerly known as Murrells Inlet Golf Plantation)
HORRY COUNTY, SOUTH CAROLINA
PREPARED FOR: PLANTATION AD, LLC
Castles Consulting Engineers, Inc.
LOCATION MAP
GRAPHIC SCALE
EXHIBIT Y
Page 3673
451

Result Row: Prev 2 of 97 Next

Instrument # Prev 1998200001115 Next

Document Navigation by Pages:
Previous Document - Next Document

Booktype: Plat
Book: 156 Page: 155 Jump To

To buy/reprint images - Click Here!

Document Type:	(006) PLAT - LEGAL SIZE
Record Date :	7/16/1998
Acknowledgement Date:	7/16/1998
OWNER:	CULLER ()
SURVEYOR:	MALLARD LANDING DEVELOPMENT CORP ()
Book Type:	P
Book / Page:	156 / 155
# of Pages:	1
MEMO	PH 1-B MALLARD LANDING PUD SOCASTEE TS

452

Note: Empty fields are not shown
Direct External Link to this Document

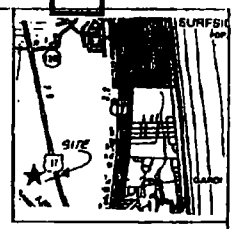
452

453

98 OCT 22 PM 12:22
REGISTER OF DEEDS

NOTES:
1. DATE OF FIELD SURVEY WAS SEPT 8 1998
2. TAX MAP NO 104-00-02-058
3. ALL BEARINGS ARE BASED ON THE SOUTH CAROLINA PLANE
4. THIS TRACT IS LOCATED IN FLOOD ZONE 'X' (OUTSIDE THE 500 YR FLOOD PLANE) AS SHOWN ON PANEL 450510030 E DATED APRIL 2, 1991
5. REFERENCE TO PLAT BY COASTLINE SURVEYING recorded in PB 100, P 155

LEGEND
- 1/2" IRON PIN SET
- TREE OR REMAINS OF A TREE
- RIGHT OF WAY
- WETLAND LINE
- PROPERTY LINE SURVEYED
- ADJOINING PROPERTY LINE (NOT SURVEYED)
- PROPERTY LINE NOT SURVEYED
- WETLAND AREA



VICINITY MAP
SCALE 1" = 1 MILE

STELLA V'REEN

MURRIELS INLET GOLF PLANTATION
PB 100, PC 155

FUTURE DEVELOPMENT
16.21 ACRES

9.79 ACRES

5.42 ACRES

JAMES A. CAROLINA
DB. 777 PG 148

LOUIS SMALL

REMAINS OF 30" PINE

CMO FOUND

SIMONTON COURT

KAMINSKI 17 LIMITED PARTNERSHIP
PB. 78, PC 141

CYPRESS KEYS
PB. 145, PC. 128

CYPRESS KEYS
PHASE 1
PB. 154, PC. 164

GILBERT WILSON
PB 331, PG 308

KAMINSKI BL'VD. 80' R/W

SUBDIVISION SURVEY
OF
9.79 & 5.42 ACRE TRACTS
FOR
SUNTECH MANAGEMENT, INC.

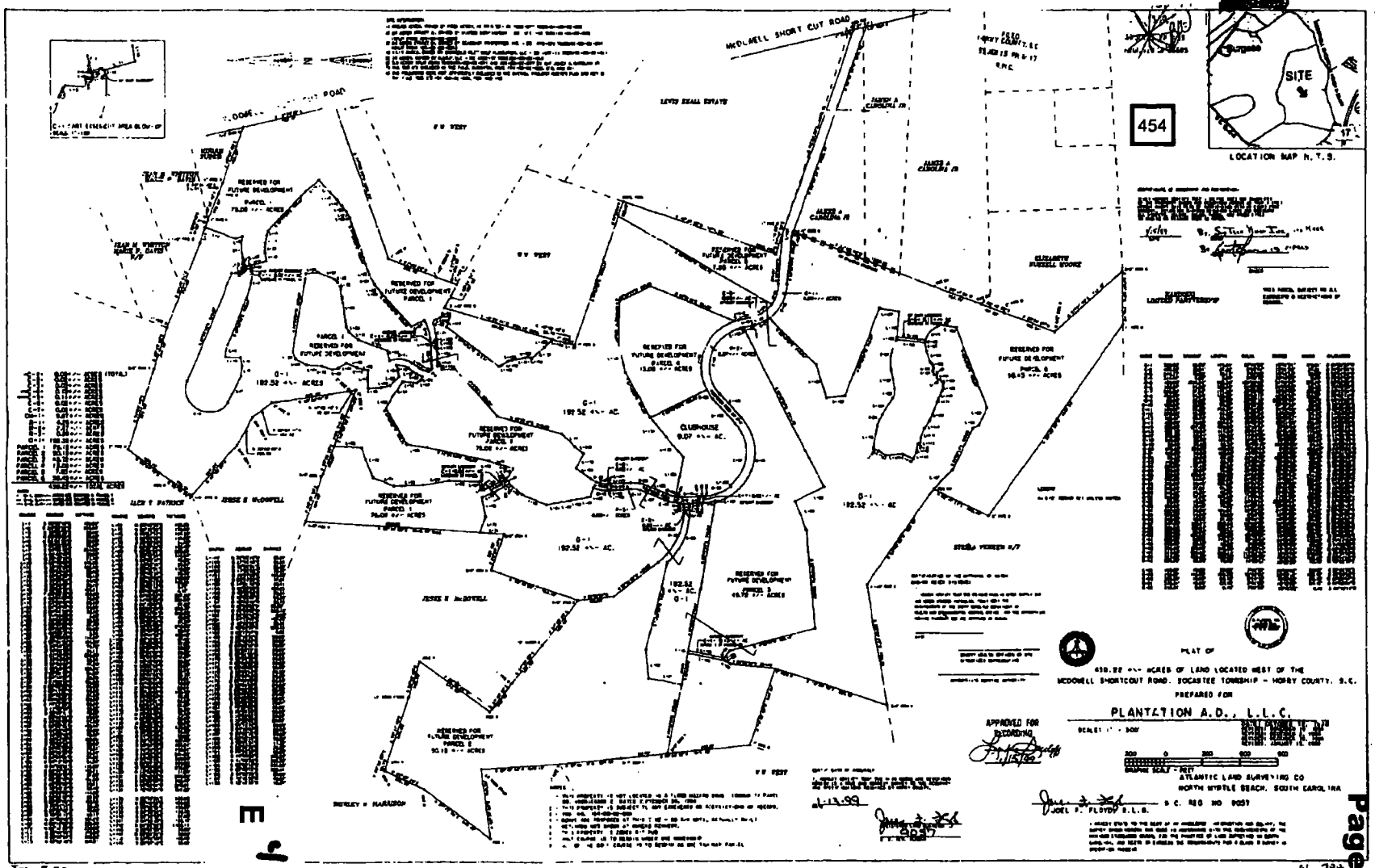
GARDEN CITY HORRY COUNTY, SOUTH CAROLINA
OCTOBER 21, 1998

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.

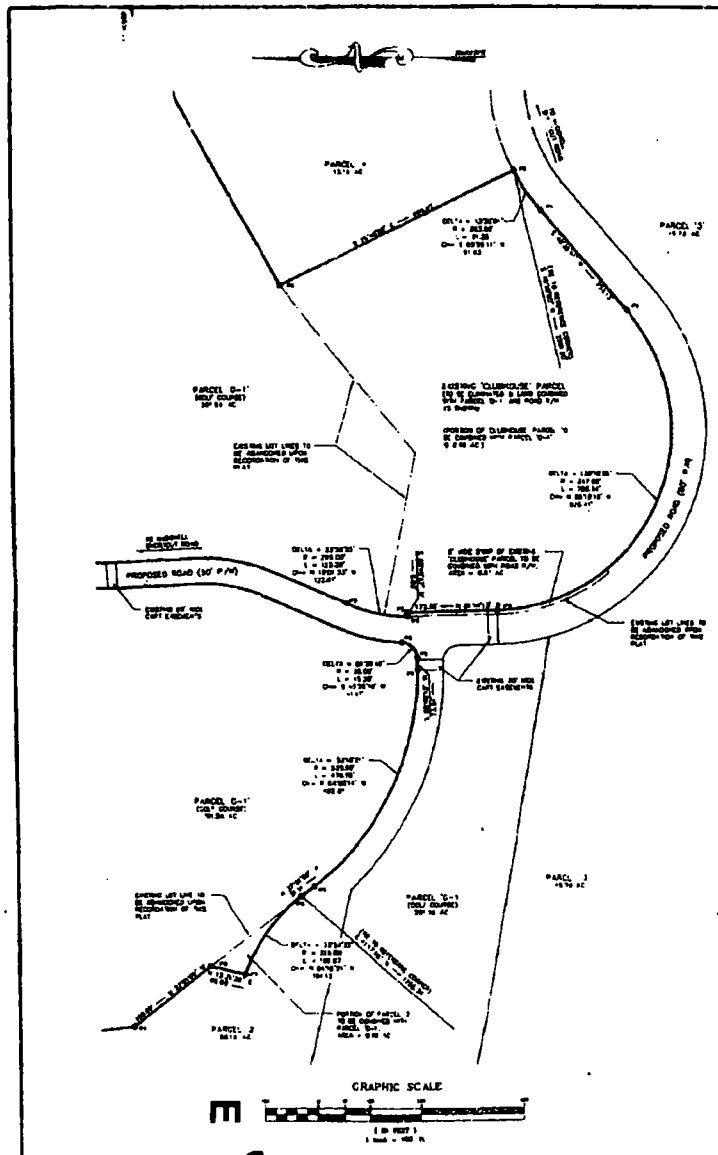
APPROVED FOR RECORDING
10/21/98

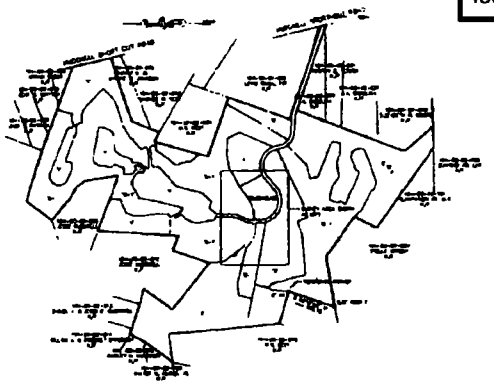
ETS - ENGINEERING AND TECHNICAL SERVICES, INC.
PAWLEYS BUSINESS CENTER, PAWLEYS ISLAND, SOUTH CAROLINA.
DRN. F.HARRIS MIGOLF JB.#98084-S

E 153 + 1

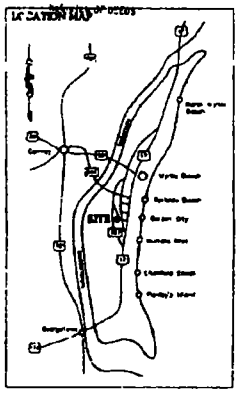

MCDOWELL SHORT CUT ROAD
SITE
454
LOCATION MAP N.T.S.
PLAT OF
PREPARED FOR
PLANTATION A.D., L.L.C.
APPROVED FOR RECORDING
ATLANTIC LAND SURVEYING CO
NORTH MYRTLE BEACH, SOUTH CAROLINA
JOEL P. FLOYD S.C. REG NO 9057

455





REFERENCE MAP



NOTES

LEGEND

CERTIFICATE OF EASEMENT DEDICATION

CERTIFICATE OF APPROVAL FOR RECORDING

APPROVED FOR RECORDING

CERTIFICATE OF OWNERSHIP AND DEDICATION

CERTIFICATION

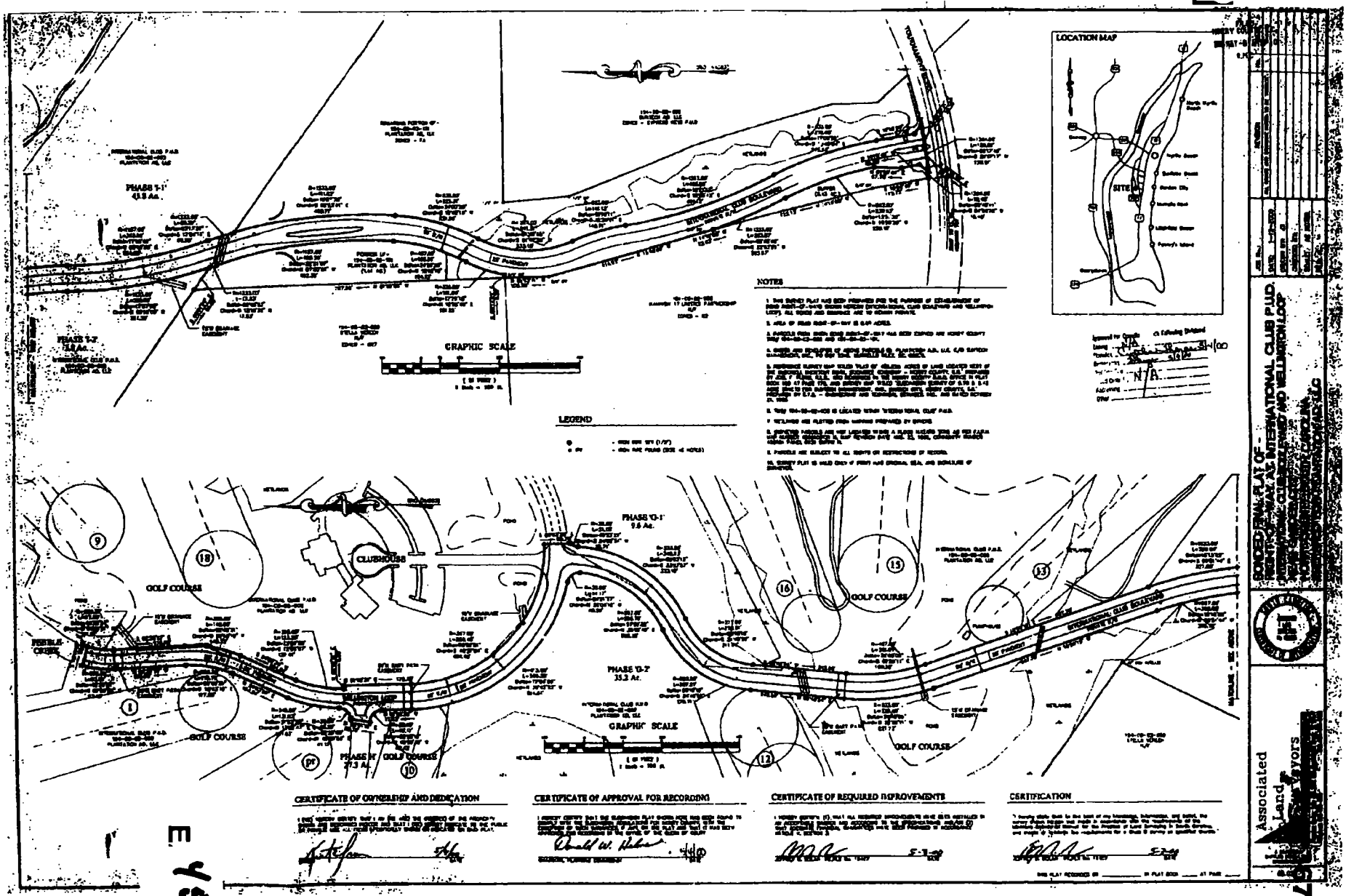
REVISION | DATE

DATE: 8-11-97
DRAWN BY: JS
CHECKED BY:
SCALE: AS NOTED
FILE:

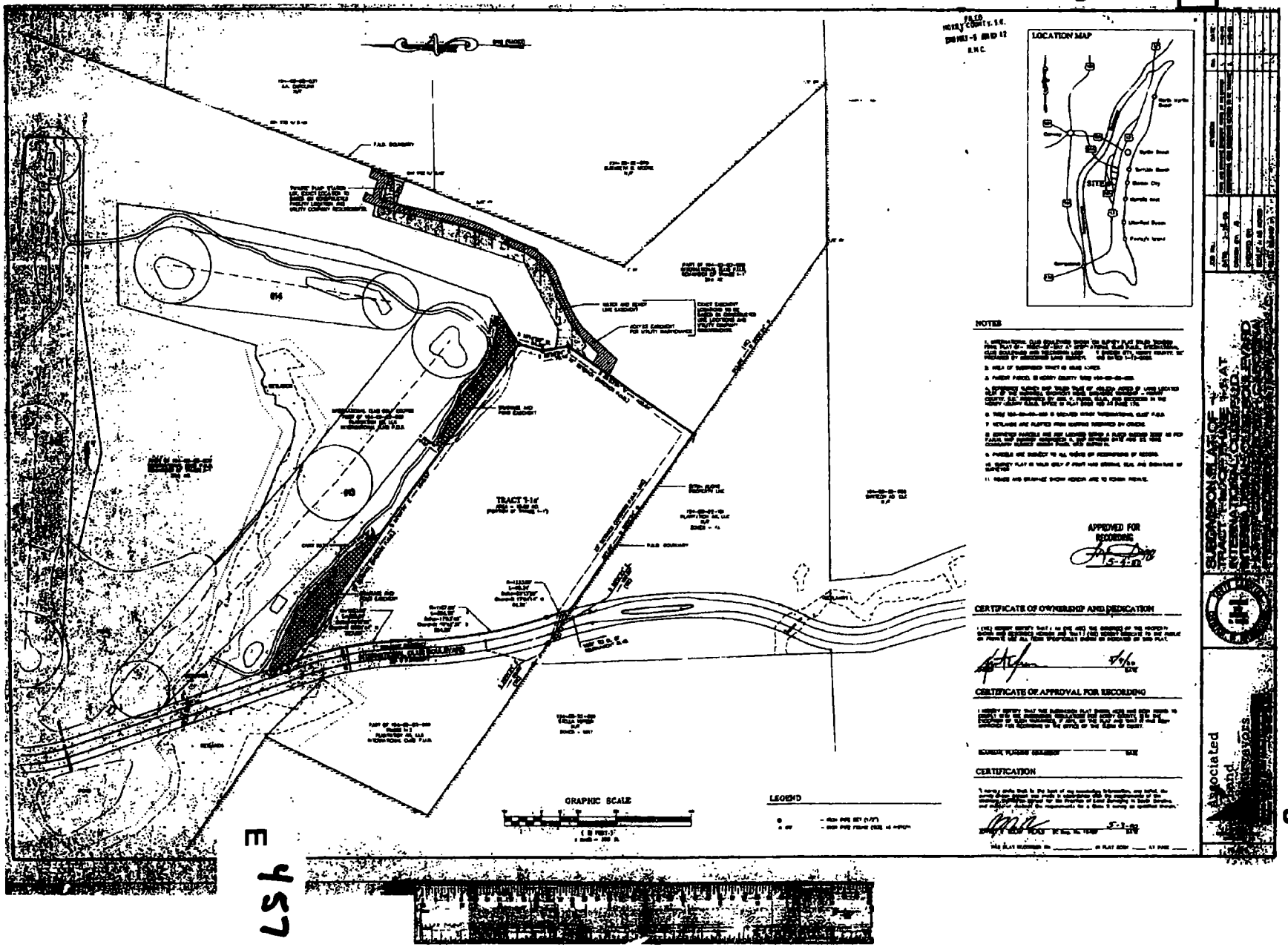
REBUBDIVISION PLAT OF A PORTION OF PARCELS 'G-1', '2' AND 'CLUBHOUSE' PARCEL; BEING A PART OF 459.22 +/- ACRES OF LAND LOCATED WEST OF MCDOWELL SHORTCUT RD., HORRY COUNTY, S.C. PREPARED FOR PLANTATION A.D., L.L.C.

Associated Land Surveyors

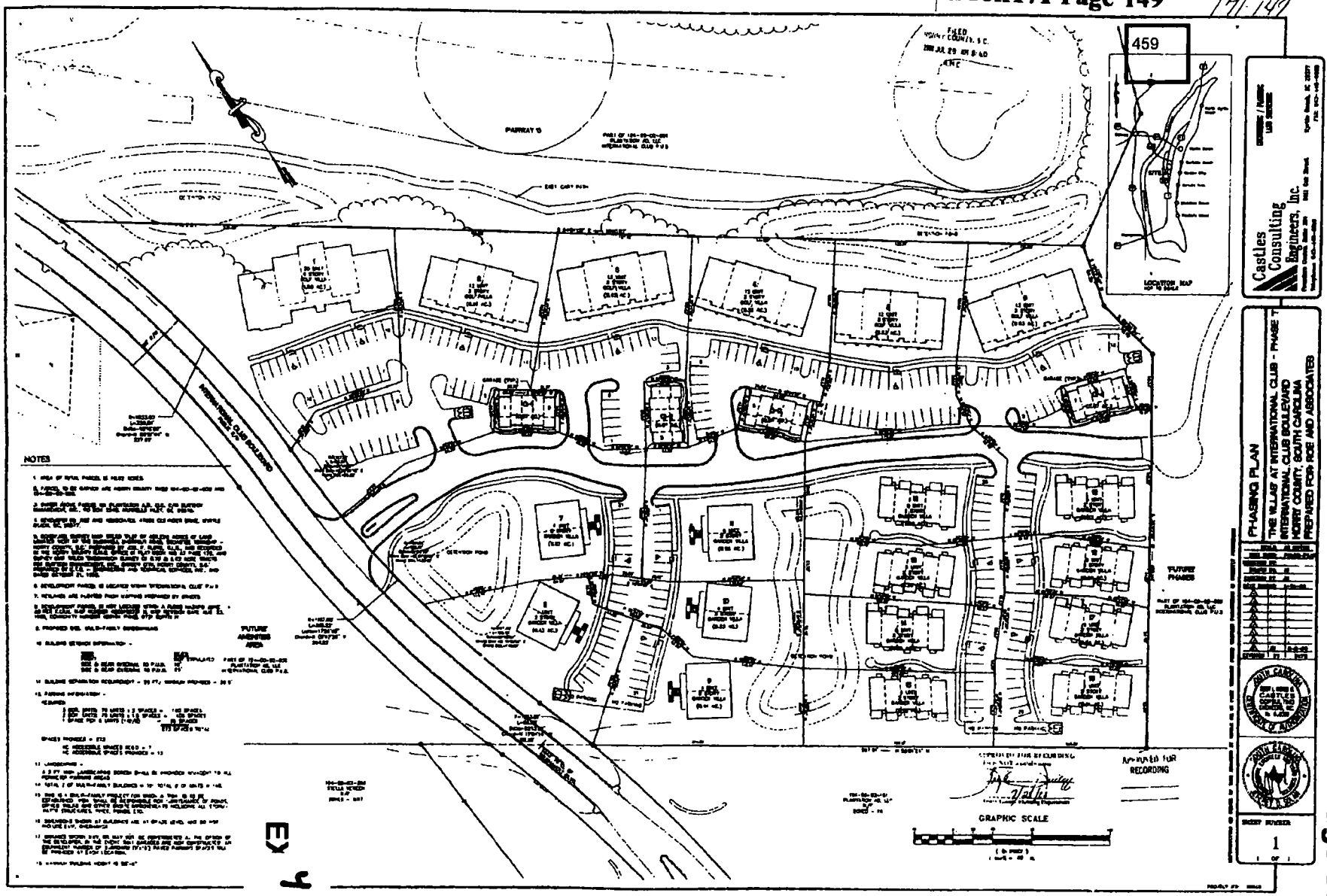
Page 3677


LOCATION MAP
SITE
GRAPHIC SCALE
LEGEND
NOTES
PHASE 'D-1'
9.6 Ac.
PHASE 'D-2'
33.3 Ac.
PHASE 'F'
27.3 Ac.
CLUBHOUSE
GOLF COURSE
INTERNATIONAL CLUB BOULEVARD
CERTIFICATE OF OWNERSHIP AND DEDICATION
CERTIFICATE OF APPROVAL FOR RECORDING
CERTIFICATE OF REQUIRED IMPROVEMENTS
CERTIFICATION
BOUNDARY PLAT OF
INTERNATIONAL CLUB P.U.D.
Associated Land Surveyors

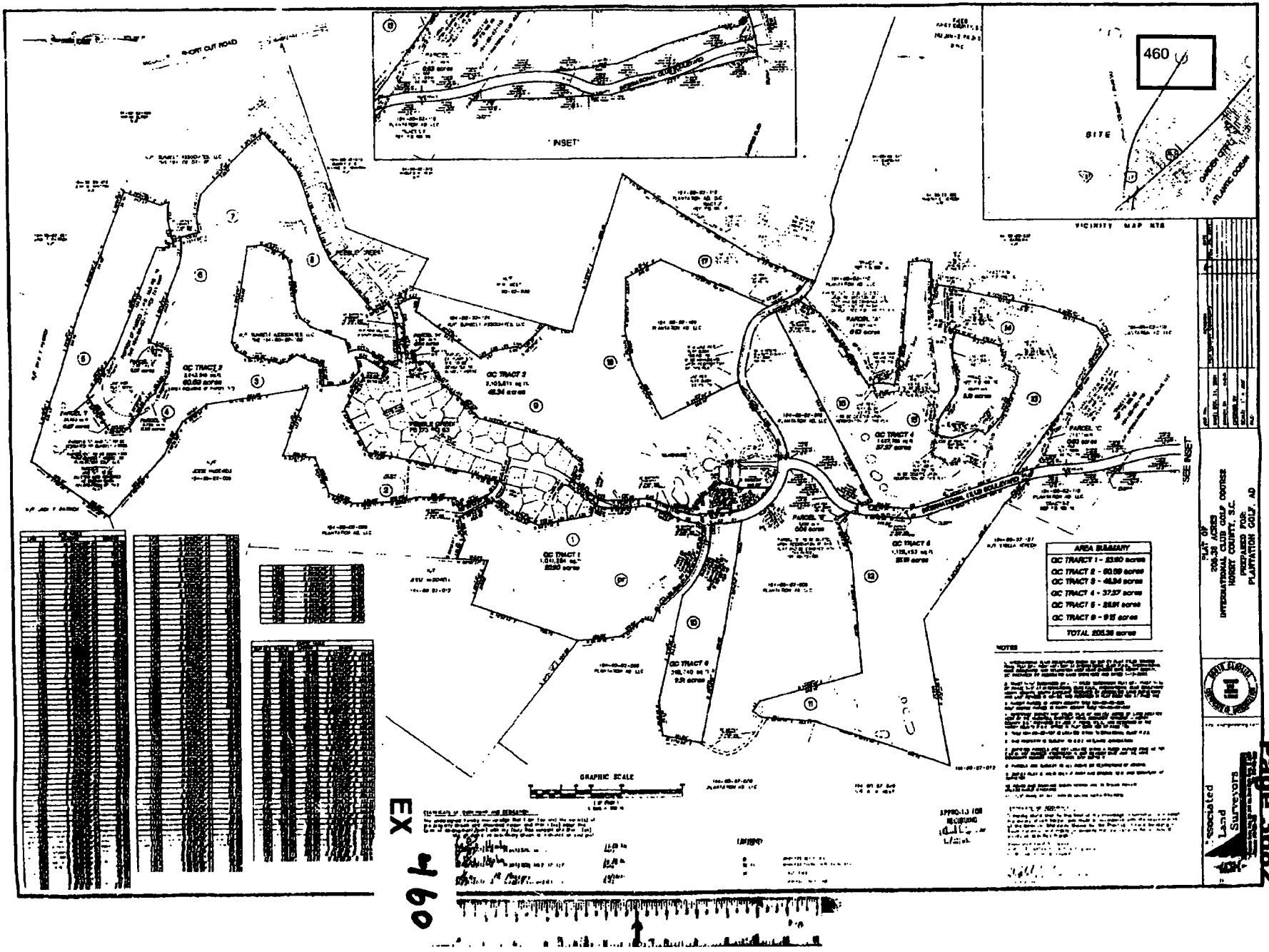



LOCATION MAP
SITE
NOTES
APPROVED FOR RECORDING
CERTIFICATE OF OWNERSHIP AND DEDICATION
CERTIFICATE OF APPROVAL FOR RECORDING
CERTIFICATION
GRAPHIC SCALE
LEGEND
TRACT 5-16
SUBDIVISION PLAT OF TRACT 5 OF THE CENTENNIAL TRACT
Associated Land Surveyors

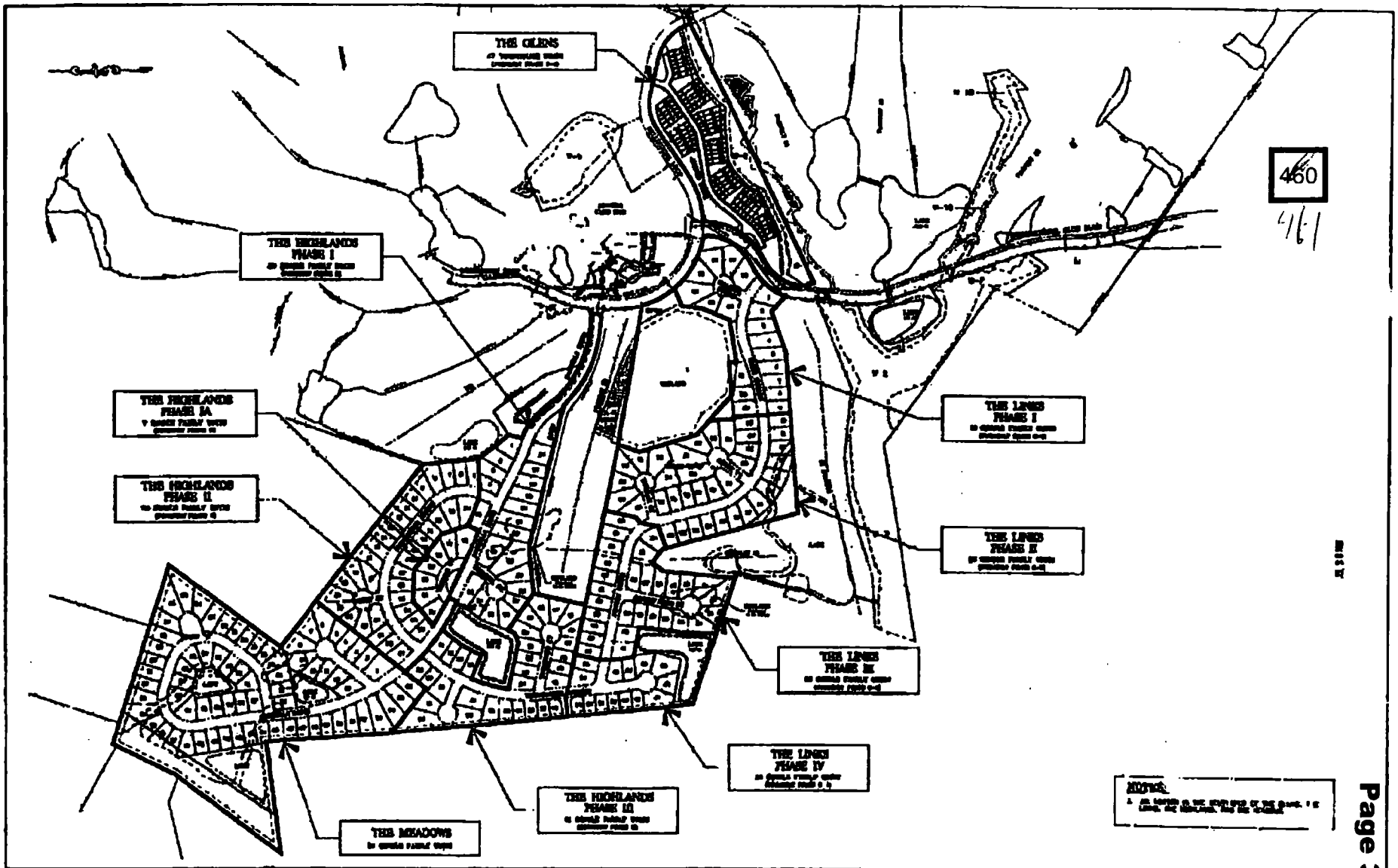
171-149

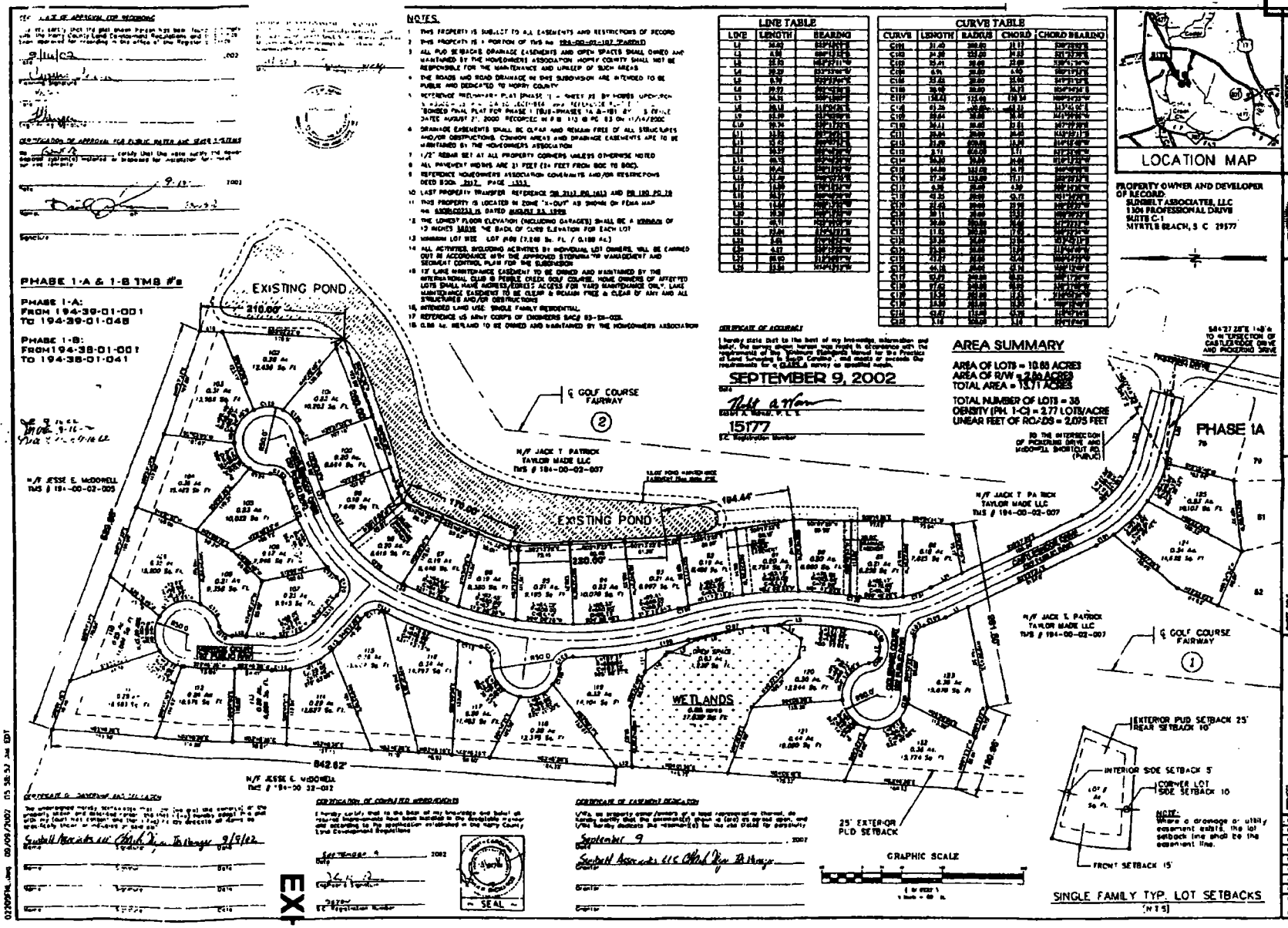


EX 454

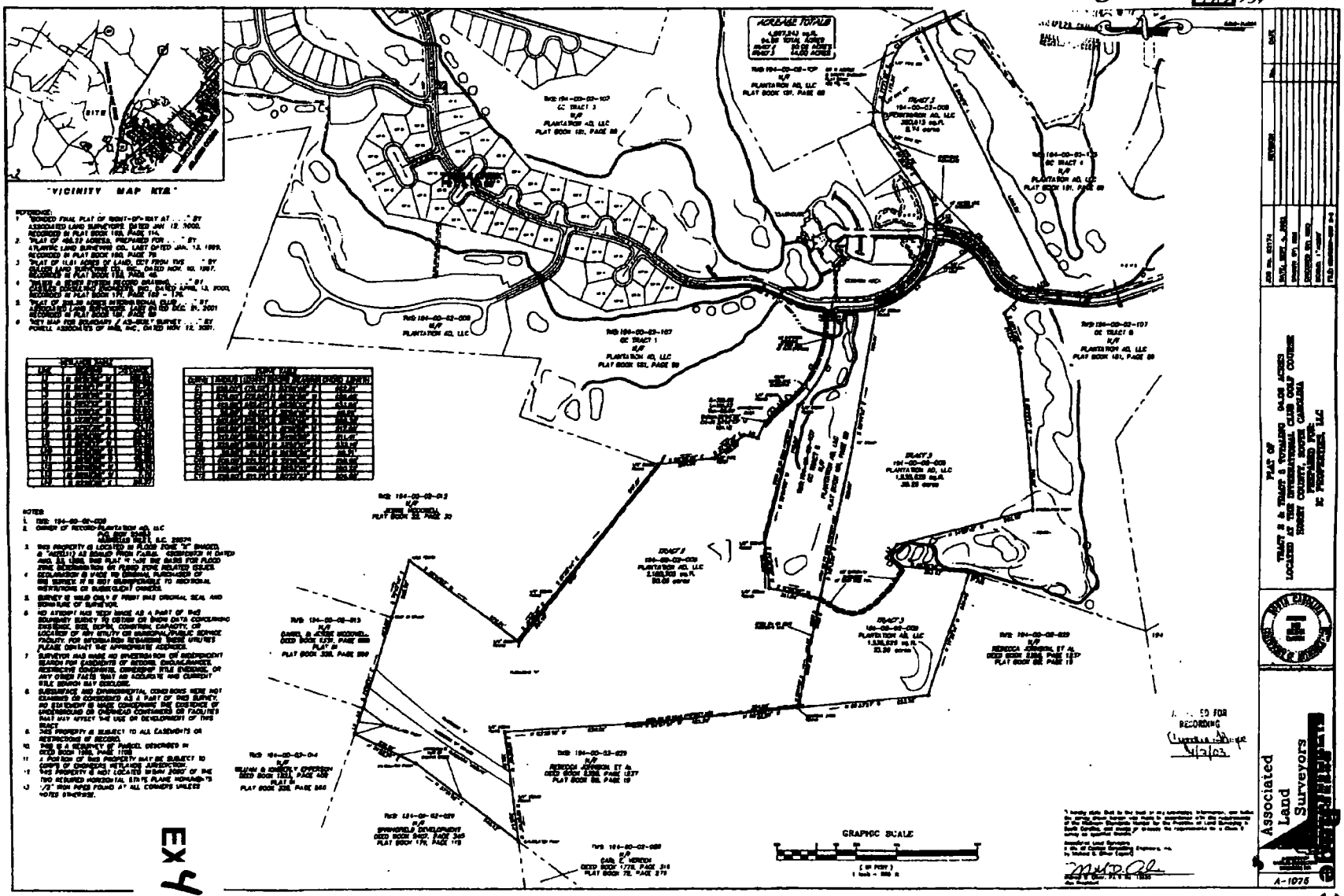

INSET
460
SITE
VICINITY MAP NTS
SEE INSET
GRAPHIC SCALE
AREA SUMMARY
TOTAL 205.38 acres
PLAT OF
205.38 ACRES
INTERNATIONAL CLUB GOLF CROSSE
HORRY COUNTY, S.C.
PREPARED FOR:
PLANTATION GOLF AD
Associated Land Surveyors

EX 460


THE GLENS
THE HIGHLANDS PHASE I
THE HIGHLANDS PHASE IA
THE HIGHLANDS PHASE II
THE LINKS PHASE I
THE LINKS PHASE II
THE LINKS PHASE III
THE LINKS PHASE IV
THE HIGHLANDS PHASE III
THE MEADOWS
460
4/6/1
ETS
ENGINEERING AND TECHNICAL SERVICES, INC.
INTERNATIONAL CLUB PUD
MASTER LAND USE PLAN
DEVELOPMENT PHASE PLAN
Page 36



LINE TABLE		
LINE	LENGTH	BEARING
L1	34.00	S89°58'58"E
L2	4.00	S89°58'58"E
L3	34.00	N89°58'58"W
L4	30.00	S89°58'58"E
L5	8.00	S89°58'58"E
L6	19.77	S89°58'58"E
L7	34.00	S89°58'58"E
L8	38.11	S11°06'06"E
L9	34.00	S89°58'58"E
L10	16.14	S89°58'58"E
L11	34.00	S89°58'58"E
L12	13.42	S89°58'58"E
L13	34.00	S89°58'58"E
L14	34.00	S89°58'58"E
L15	34.00	S89°58'58"E
L16	34.00	S89°58'58"E
L17	11.49	S89°58'58"E
L18	34.00	S89°58'58"E
L19	34.17	S89°58'58"E
L20	34.00	S89°58'58"E
L21	34.00	S89°58'58"E
L22	34.00	S89°58'58"E
L23	34.00	S89°58'58"E
L24	34.00	S89°58'58"E


"VICINITY MAP NTS"
ACREAGE TOTALS
GRAPHIC SCALE
Associated Land Surveyors
A-1975

Ex 463

Horry County, South Carolina OnCore Web Public Search

Result Row: ‹ Prev 1 of 101 Next ›

Instrument # ‹ Prev [illegible] Next ›

Document Navigation by Pages:
‹ Previous Document - Next Document ›

Booktype: Plat

Book: 190 Page: 79 Jump To

To buy/reprint images - Click Here!

Document Type:	(006) PLAT - LEGAL SIZE
Record Date :	6/6/2003
Acknowledgement Date:	6/6/2003
OWNER:	INMAN ()
SURVEYOR:	HORRY COUNTY STATE BANK () BK HORRY COUNTY STATE BANK ()
Book Type:	P
Book / Page:	190 / 79
# of Pages:	1
MEMO	2.24 ACRES NC & SC GREEN SEA TS

Note: Empty fields are not shown
Direct External Link to this Document

464

PLAT BOOK 190 PAGE
79
JUNE 6 2003
GREEN SEA TS
[illegible]

Horry County does not provide Images of Documents to be viewed via the Internet at this time. You must visit the public viewing area located at 1301 Second Avenue, Conway, SC to view and print documents.

464

192 45

REFERENCE MAPS:

NOTES

LEGEND

PORTION OF
PLANTATION A.D. LLC, ETAL
T.M.S.# 194-00-02-107
DEED BOOK 2112, PAGE 1413
TO BE CONVEYED
0.258 acres
TO BE COMBINED WITH
PARCEL "D" AS ONE LOT

REMAINDER
PLANTATION A.D. LLC, ETAL.
T.M.S.# 194-00-02-107
DEED BOOK 2112, PAGE 1413

EXISTING CLUBHOUSE

EXISTING DRIVEWAY

EXISTING PARCEL "D"
T.M.S.# 194-00-02-162
COMMON AREA
1.56 acres
N/F
INTERNATIONAL CLUB HOA
DEED BOOK 2511, PAGE 967

EXISTING PUBLIC
INTERNATIONAL
CLUB BLVD.
66' R/W
TO TOURNAMENT BLVD.

198.59'
TO C/L
INTERSECTION
N36°34'11"E

LINE L8 IS
TO BE ABANDONED

EXISTING POND

PROPOSED CLUBHOUSE

WELLINGTON DRIVE 66' R/W

TO McDOWELL SHORT CUT RD.

62.05'
N63°56'26"W
172.38'
S88°49'21"W

VICINITY MAP

465

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	S75°37'24"E
L2	50.00	S84°04'54"E
L3	42.57	N89°59'56"E
L4	73.57	S00°00'04"E
L5	54.48	S89°59'56"W
L6	33.85	N84°28'23"W
L7	53.66	S70°50'26"W
L8	105.29	N00°03'34"E

LINE	LENGTH	BEARING
L9	32.90	S87°38'26"W
L10	76.98	N82°05'08"W
L11	39.01	S71°20'46"W
L12	49.28	S44°56'23"W
L13	27.73	S02°55'46"E
L14	47.30	S64°09'25"W
L15	115.34	S48°01'44"W
L16	120.67	N72°21'21"W
L17	115.82	N89°56'26"W
L18	8.00	N01°10'39"W

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHD. BEARING	TANGENT
C1	347.00	346.25	57°10'17"	332.08	N60°14'13"E	189.08
C2	295.00	123.31	23°56'56"	122.41	S77°54'53"E	62.57

APPROVED FOR
RECORDING
10/28/03

I HEREBY STATE THAT 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 OF A CLASS ___ SURVEY AS SPECIFIED THEREON. THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY. THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN SHOWN HEREON.

SCOTT R. LOCKHART S.C. R.L.S. 16815

ETS
ENGINEERING AND TECHNICAL INC.
S.C. FIRM

SOUTH CAROLINA ENGINEERING AND TECHNICAL SERVICES INC. CERTIFICATE OF AUTHORIZATION

DATE | REVISIONS

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

DRAWING DATE: SEPTEMBER 9, 2003

A PLAT SHOWING A 0.258 PARCEL
NEAR THE
THE AMENITIES AREA
AT THE
INTERNATIONAL CLUB
FOR
D.R. HORTON
LOCATED IN SOCASTEE TOWNSHIP HORRY COUNTY, SOUTH CAROLINA

DWG FILENAME: RESUBDIV03503
DRAWN BY: SRL
JOB NUMBER: 2002073-S

465 R

466

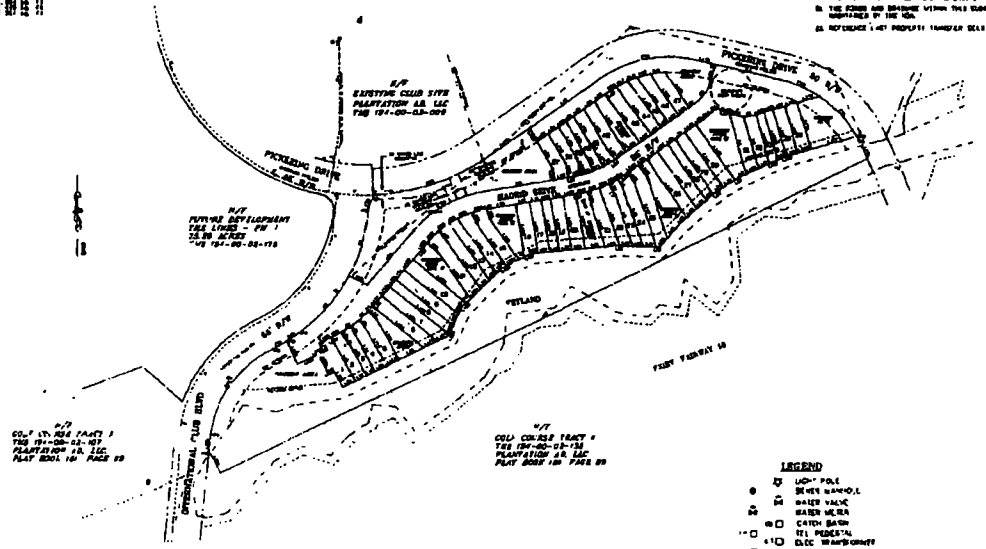


VICINITY MAP

ACREAGE TABLE

REFERENCE MAPS:

NOTES:



LEGEND

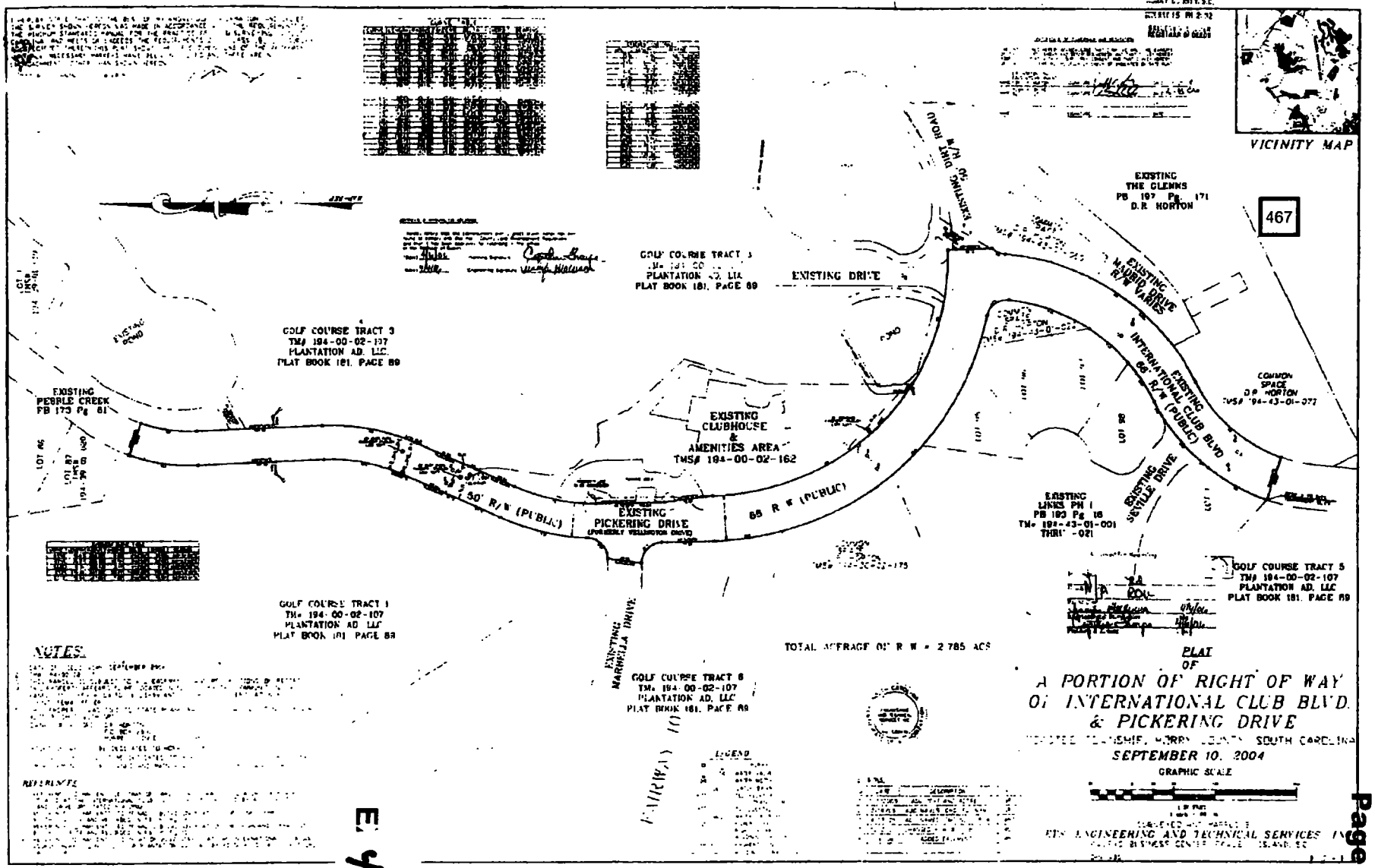
GRAPHIC SCALE

FINAL SUBDIVISION PLAT
THE GLENS PHASE 1
AT
INTERNATIONAL CLUB
FOR
D.R. HORTON

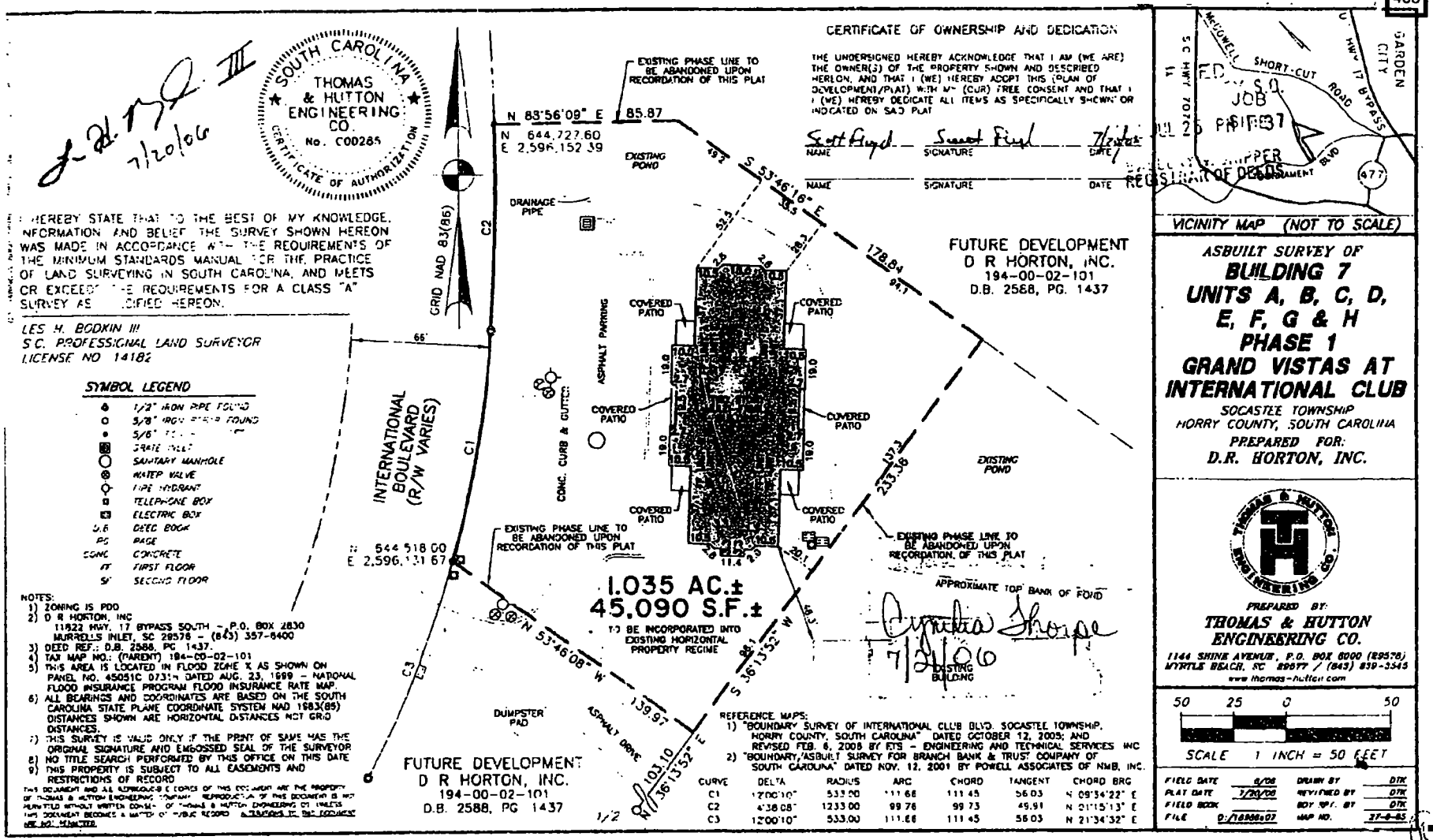
ETS
ENGINEERING AND TECHNICAL SERVICES, INC

EXHIBIT

Page 3688


VICINITY MAP
EXISTING THE GLENNS PB 197 Pg 171 D.R. HORTON
467
EXISTING DIRT ROAD
EXISTING DRIVE
EXISTING MADRID DRIVE R/W VARIES
INTERNATIONAL CLUB BLVD 66' R/W (PUBLIC)
EXISTING SEVILLE DRIVE
COMMON SPACE D.R. HORTON TMS# 194-43-01-077
EXISTING LINKS PH I PB 193 Pg 16 TMS# 194-43-01-001 THRU -021
GOLF COURSE TRACT 5 TMS# 194-00-02-107 PLANTATION AD, LLC PLAT BOOK 181, PAGE 89
GOLF COURSE TRACT 3 TMS# 194-00-02-107 PLANTATION AD, LLC PLAT BOOK 181, PAGE 89
EXISTING POND
EXISTING PEBBLE CREEK PB 173 Pg 61
EXISTING CLUBHOUSE & AMENITIES AREA TMS# 194-00-02-162
50' R/W (PUBLIC)
EXISTING PICKERING DRIVE
65 R/W (PUBLIC)
GOLF COURSE TRACT 1 TMS# 194-00-02-107 PLANTATION AD, LLC PLAT BOOK 181, PAGE 89
EXISTING MARINELLA DRIVE
GOLF COURSE TRACT 6 TMS# 194-00-02-107 PLANTATION AD, LLC PLAT BOOK 181, PAGE 89
TOTAL ACREAGE OF R/W = 2.785 ACS
NOTES:
LEGEND
PLAT OF
A PORTION OF RIGHT OF WAY OF INTERNATIONAL CLUB BLVD. & PICKERING DRIVE
SEPTEMBER 10, 2004
GRAPHIC SCALE

E 467



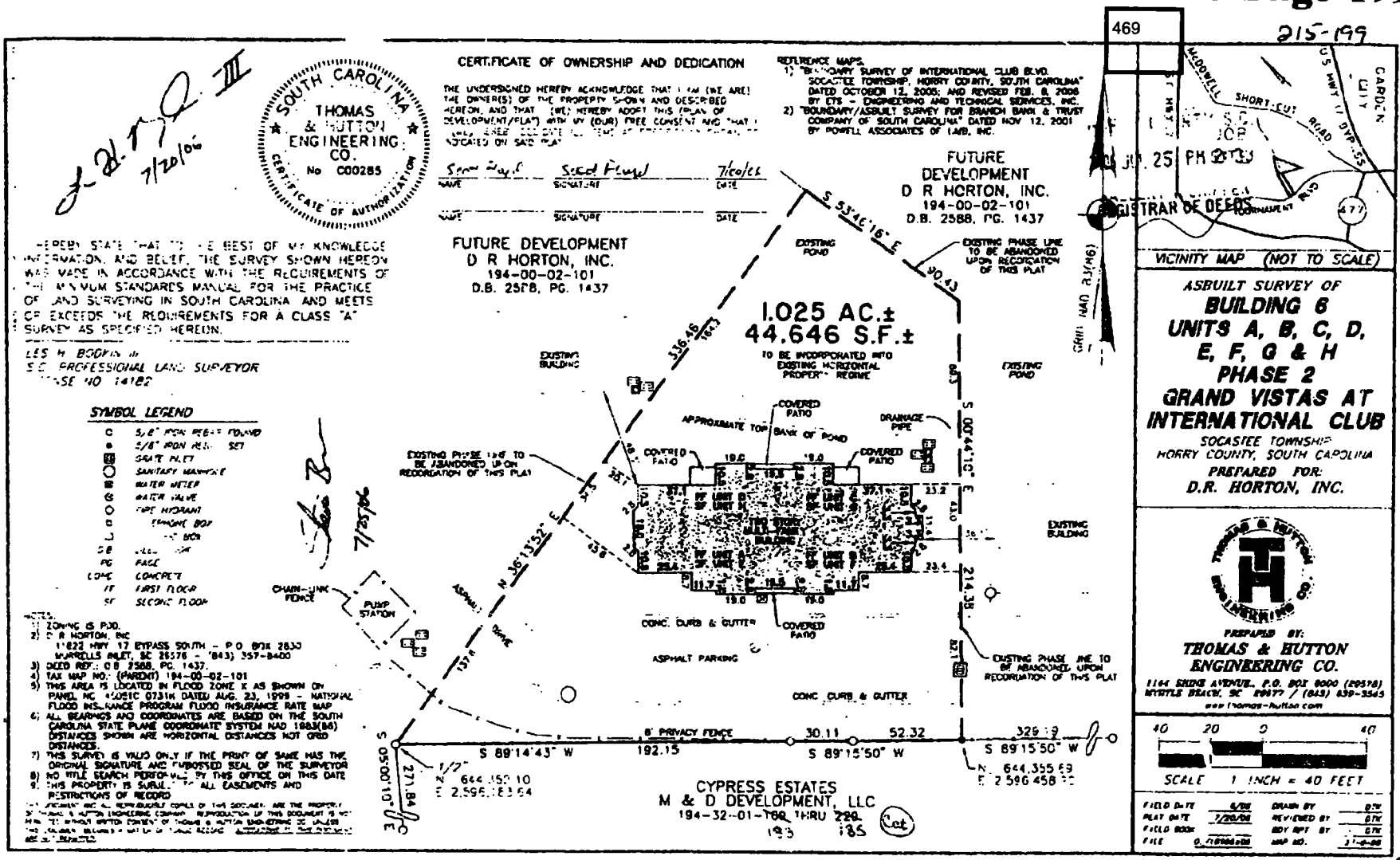
ASBUILT SURVEY OF
BUILDING 7
UNITS A, B, C, D, E, F, G & H
PHASE 1
GRAND VISTAS AT INTERNATIONAL CLUB
SOCASTEE TOWNSHIP
HORRY COUNTY, SOUTH CAROLINA
PREPARED FOR:
D.R. HORTON, INC.

PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
1114 SHINE AVENUE, P.O. BOX 8000 (29578)
MYRTLE BEACH, SC 29577 / (843) 839-3345
www.thomas-hutton.com

50 25 0 50
SCALE 1 INCH = 50 FEET

FIELD DATE	6/06	DRAWN BY	DTK
PLAT DATE	7/20/06	REVISED BY	DTK
FIELD BOOK		BOOK NO. BY	DTK
FILE	D:\18986e07	MAP NO.	27-6-85

JUL 26 PM 1:37
REGISTER OF DEEDS



I HEREBY STATE THAT 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 HEREON.

LES H. BOGAN III
S.C. PROFESSIONAL LAND SURVEYOR
LICENSE NO. 14182

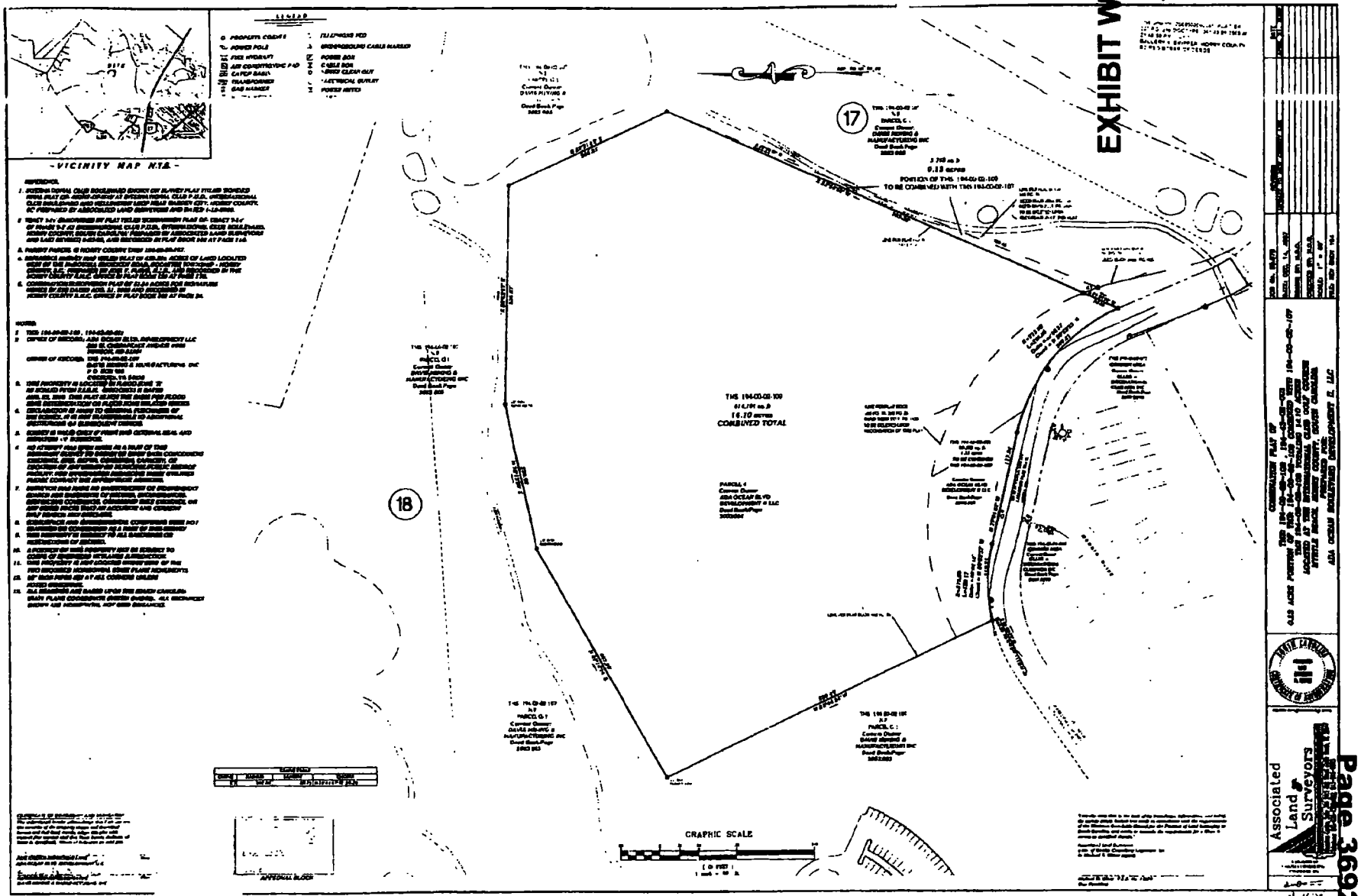
NOTES:
1) ZONING IS PUD.
2) D R HORTON, INC
11822 HWY 17 BYPASS SOUTH - P.O. BOX 2830
MURRELLS INLET, SC 29576 - (843) 357-8400
3) DEED REF.: D.B. 2588, PG. 1437.
4) TAX MAP NO.: (PARENT) 194-00-02-101
5) THIS AREA IS LOCATED IN FLOOD ZONE X AS SHOWN ON PANEL NO. 450SIC 0731H DATED AUG. 23, 1999 - NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP
6) ALL BEARINGS AND COORDINATES ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD 1983(86) DISTANCES SHOWN ARE HORIZONTAL DISTANCES NOT GRID DISTANCES.
7) THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR
8) NO TITLE SEARCH PERFORMED BY THIS OFFICE ON THIS DATE
9) THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD

ANY UNAUTHORIZED COPIES OF THIS DOCUMENT ARE THE PROPERTY OF THOMAS & HUTTON ENGINEERING COMPANY. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF THOMAS & HUTTON ENGINEERING CO. UNLESS THE COPIES RECEIVED ARE ORIGINALLY SIGNED AND SEALED.

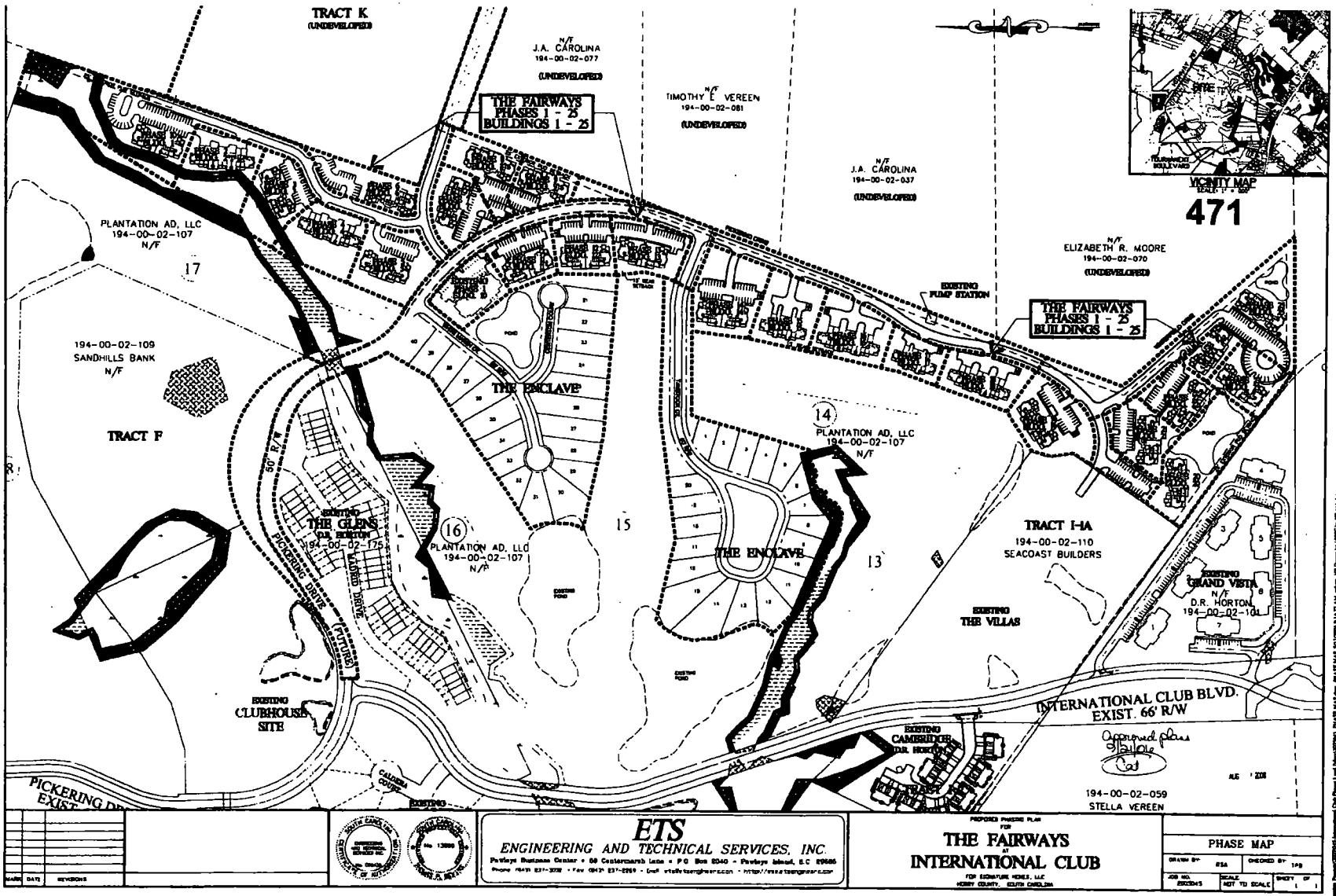
Ex 6/69

470

EXHIBIT W

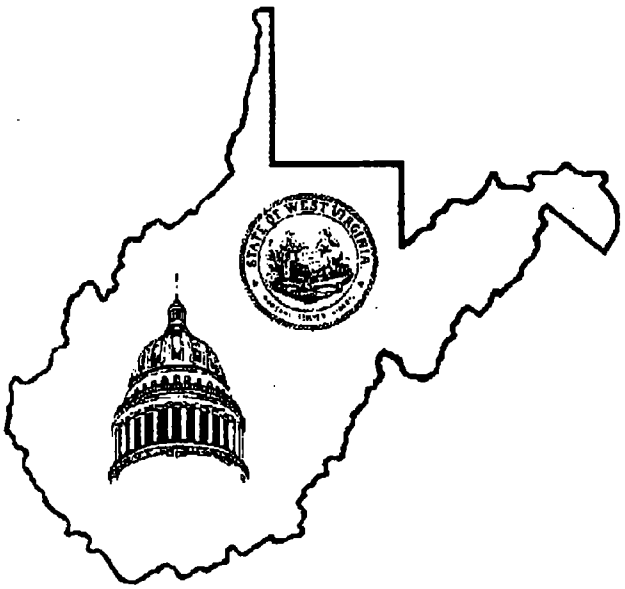


470



Page 3693

INTERNATIONAL CLUB 003256



WEST VIRGINIA REGISTER

507

Published by Joe Manchin III, Secretary of State

Volume XX

Issue 30

July 25, 2003

Pages 1509-1554

A Weekly Publication

Administrative Law Division

Secretary of State
Administrative Law Division
Bldg. 1, Suite 157K
1900 Kanawha Blvd. E
Charleston, WV 25305-0770

(304) 558-6000
www.wvsos.com

CONTENTS

I. Chronological Index

II. Open Government Meetings Listing

III. Price List

IV. Rule Monitor

V. Notices

a. Legislative Rules

b. Interpretive Rules

c. Procedural Rules

d. Emergency Rules

e. Legislative Rule-Making Review Committee

VI. Legislative Interims

VII. Orders

IX. Ethics Commission Opinions

X. Attorney General Opinions

XI. Other Documents or Information Filed

XII. Publication Deadlines and Publication Dates

Orders Report

Docket Number	Agency	Respondent	Decision Date
03-AP-011	Insurance	John S Moses	06/25/2003
03-AP-020	Insurance	Karen J Gilzen	07/09/2003
03-AP-015	Insurance	Lynda C Weaver	07/13/2003
N/A	Psychologists	Brian Krolczyk	07/22/2003

1552

BEFORE THE WEST VIRGINIA BOARD OF EXAMINERS OF PSYCHOLOGISTS

FILED

2003 JUL 22 A 11:36

OFFICE WEST VIRGINIA SECRETARY OF STATE

IN THE MATTER OF:

BRIAN KROLCZYK, PH.D. SUPERVISED PSYCHOLOGIST

THE ONLY SANCTION ORDER EVER PUBLISHED IN WV REGISTER FOR UNLICENSED PRACTICE OF PSYCHOLOGY & PERJURY ON WITNESS STAND

CONSENT DECREE

THIS CONSENT DECREE is made and entered into this 22 day of May 2003 by and between the West Virginia Board of Examiners of Psychologists ("Board"), and Brian Krolczyk, Ph.D. ("Supervised Psychologist").

WHEREAS, the Board is a state entity created pursuant to W. Va. Code § 30-21-1 *et seq.*, and is empowered to regulate the practice and profession of psychology within the State of West Virginia, including but not limited to the licensing and disciplining of psychologists and school psychologists.

WHEREAS, the Supervised Psychologist currently holds a gold card as a supervised psychologist issued by the Board.

WHEREAS, the Board has had under review a complaint against the Supervised Psychologist in connection with the Supervised Psychologist's conduct, practices and acts between December 2000 and June 2002.

WHEREAS, in connection with the complaint, the Board has determined that there is probable cause to believe that the Supervised Psychologist engaged in conduct, practices, or acts constituting a violation of W. Va. Code § 30-21-3.

WHEREAS, the Board is currently authorized to suspend, revoke, or otherwise discipline its licensees pursuant to W. Va. Code § 30-21-10.

WHEREFORE good and valuable consideration the parties agree each with the other as follows:

1. In connection with this complaint, Supervised Psychologist submits to the jurisdiction of this Board for disciplinary action.
2. Supervised Psychologist hereby agrees to be placed on probation and have his supervision requirement for a supervised psychologist license extended for an additional two years, beyond the normal one year period for an individual who holds a doctoral degree. Said probation and extension is to run from the date of execution of this Consent Decree by the Board. Supervised Psychologist hereby acknowledges that he is to cease and desist from performing any and all forensic psychological assessments, appearing in any judicial proceedings, and providing psychological opinions and/or recommendations for any court matters or attorneys during the pendency of this probation and extended supervisory period.

Can't Apply for License for 3 More Years

3. Additionally, Supervised Psychologist agrees to complete the following courses of study during the probationary and extended supervisory period: provided Supervised Psychologist supplies adequate documentation to the Board of satisfactory completion of said courses:
   a. Two three hour ethics courses from an APA provider of continuing education per year. (12 credits for the two year period.)
   b. Twenty one (21) hours of continuing education hours on forensic psychological practice from an APA approved provider of continuing education.
4. The Supervised Psychologist hereby agrees and assures the Board that he will comply with the provisions of W. Va. Code § 30-21-1 *et seq.*, and any rules of the Board promulgated pursuant thereto, in the course and conduct of his profession as a licensed supervised psychologist.
5. It is agreed and understood that the contents of this Consent Decree are and shall be public information.
6. It is further agreed and understood that while the parties to this Consent Decree presently intend to cooperate in obtaining compliance with the terms and conditions set forth herein, the matters settled by the execution of this Consent Decree may be reopened at any time by the Board for further proceedings in the public interest upon determination by the Board that reasonable cause exists to

believe that the Supervised Psychologist has failed to comply or otherwise violated the terms of this Consent Decree.

7. This Consent Decree shall be interpreted in accordance with the laws of the State of West Virginia, and venue of any lawsuit filed by any party arising in whole or in part out of this Consent Decree shall be in the Circuit Court of Kanawha County, West Virginia, and further that in the event any part of this Consent Decree is invalidated by order of a court of competent jurisdiction or by legislative action, the remainder of this Consent Decree shall remain in binding effect.
8. This Consent Decree constitutes the entire agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused this Consent Decree to be duly executed the day and year first above written.

WEST VIRGINIA BOARD OF EXAMINERS
OF PSYCHOLOGISTS

By: _____

Martin Amerikaner, Ph.D.
President WVBEP

_____ 5/22/07

Brian Krolczyk, Ph.D.

INTERNATIONAL CLUB

509

YEAR END **NOVEMBER 2004**



2005 ANNUAL OPERATING BUDGET

We are happy to announce that your monthly assessment for 2005 will remain at $65!

A copy of the 2005 budget is enclosed for your information and records. The 2005 budget is based on build-out projections – 766 units. A breakdown of the units is as follows:

Pebble Creek		222	HOUSES
The Glens		45	
The Highlands		98	
The Links		103	
The Meadows		125	592
The Golf Course		1	
DR Horton Condos	Cambridge	32	
The Villas		140	764

The Villas condominium community is not cooperating in respect to being part of the Master Association (The International Club), as the International Club has not received any closing information or related funds from the Villas' owners, but the Association is keeping The Villas' participation on the budget. DR Horton's attorney is currently investigating this situation.

The condominium associations will not be members of the amenity center or its' facilities; therefore, the monthly fee for the condominium owners will naturally be less, with the monthly assessment being $21. The golf course's monthly assessment for the 2005 year is $1,495.

Should you have any questions regarding the budget, please feel free to contact Vicki Gallagher at (843) 357-9888.

ASSESSMENT PAYMENT PROCEDURE

Payment Instructions:

- Payment must be mailed with coupons to the lock box address reflected on your coupon.
- If payment is made through an online banking service or without a payment coupon, your full account number and full name of owner of record must be referenced on the check stub.
- Payment is due on the first day of each month. If payment is received ***after*** the last day of the month in which it is due, the account will be assessed a $10.00 collection fee.
- **If you would like to place your monthly assessment account on the automatic draft service, please contact the Association Office and request the necessary form. If you are currently utilizing this service, there is no need to contact the office as it will remain in effect.**
- ***Coupons will be mailed under separate cover. IF YOU ARE CURRENTLY UTILIZING THE AUTOMATIC DRAFT SERVICE, YOU SHOULD NOT RECEIVE A COUPON BOOKLET.***

Also, you may now pay your fee by **credit card and e-check.** Go to the Smart Street website, (SmartStreet.com) and select "Pay Assessments". Both payment options utilize the latest security measures for online safety. Paying by credit card will incur a convenience fee of 2.5% that is collected by First Capital Bank to defray the cost of processing. Your Association receives 100% of your assessment payment, but none of this convenience fee.



ASSOCIATION UPDATE

Construction is booming in all subdivisions, and we continue to welcome more and more owners to this lovely community! Per the Association records, Pebble Creek now has 145 homes, The Links has 45 and the Highlands have 22.

511

Monday, January 23, 2006

Home | Employee | Manager | HR Specialist

CPOL > Employee Info

Portal Library | Portal Help

ron.jarmuth

My SF50 Information

SF50 Information

	Type of Action	EFF_Date	PP	Series	Grade	Step	Salary
	Pay Adjustment (894)	08-JAN-2006	GM	1515	14	00	$118,828.00
	Individual Cash Award (840)	05-OCT-2005	GM	1515	14	00	$114,882.00
	Pay Adjustment (894)	09-JAN-2005	GM	1515	14	00	$114,882.00
	Reassignment (790)	14-NOV-2004	GM	1515	14	00	$110,775.00
	Pay Adjustment (894)	11-JAN-2004	GM	1515	14	00	$108,335.00
	Pay Adjustment (894)	11-JAN-2004	GM	1515	14	00	$110,775.00
	Upg to Data Element (800)	07-JUN-2003	GM	1515	14	00	$106,086.00
	Reassignment (790)	26-JAN-2003	GM	1515	14	00	$106,086.00
	Reassignment (790)	26-JAN-2003	GM	1515	14	00	$104,900.00
	Locality Payment (895)	12-JAN-2003	GM	1515	14	00	$106,086.00
	Pay Adj (894)	12-JAN-2003	GM	1515	14	00	$104,900.00
	Individual Cash Award (840)	19-JUL-2002	GM	1515	14	00	$101,742.00
	Pay Adj (894)	13-JAN-2002	GM	1515	14	00	$101,742.00
	Individual Cash Award (840)	06-AUG-2001	GM	1515	14	00	$97,108.00
	PAY ADJ (894)	14-JAN-01	GM	1515	14	00	$97,108.00
	SPECIAL ACT OR SERVICE (847)	12-SEP-00	---	---	---	---	$1,300.00
	PAY ADJ (894)	02-JAN-00	GM	1515	14	00	$93,537.00
	PERFORMANCE AWARD (885)	30-JUL-99	---	---	---	---	$1,700.00
	PAY ADJ (894)	03-JAN-99	GM	1515	14	00	$89,142.00
	PERFORMANCE AWARD (885)	31-JUL-98	---	---	---	---	$1,650.00
	PAY ADJ (894)	04-JAN-98	GM	1515	14	00	$85,978.00
	PERFORMANCE AWARD (885)	29-JUL-97	---	---	---	---	$1,800.00

INTERNATIONAL CLUB POA, INC.
2008 OPERATING BUDGET

513

Documentary Notes

REVENUES

1. **Regular Assessments - Acct. #401**

The annual assessments are calculated on the basis of the percent of ownership of each unit type as outlined in the Association's governing documents to support the Association's financial responsibilities for the common areas. This budget is based on 519 total units plus the golf course lot which will equal 34 this year, along with 24 condo (Cambridge) and 140 units in the Villas. The Villas and condos pay for the lighting and landscape maintenance along the road only and are added to the Master Association Assessments. Each neighborhood is charged a fee for trash removal and cable provided by HTC. These fees are then added to the budget and expensed out.

Pebble Creek = 222
Highlands = 95
Links = 98
Meadows = 57
The Glens = 47

Single Family = 519
Golf Course = 50 or 34
Cambridge = 24
Villas = 140
TOTAL 683 Plus Golf Course

OPERATING EXPENSES

Repairs and Maintenance

1. **Maintenance and Repair - Acct. #530**

An allocation has been made to be utilized in the performance of routine and preventative maintenance excluding the landscaping. The allocation also includes funds to secure the required services of outside maintenance specialists such as plumbers, electricians, etc. required to perform the necessary maintenance.

2. **Landscape Maintenance & Supplies - Acct. #543**

An allocation has been made to fund the purchase of supplies such as additional plants, shrubbery and flowers to enhance the overall appearance of the property.

3. **Irrigation Maintenance - Acct. #542**

An allocation has been made to fund unexpected repairs to pumps, timers and replacement of heads in the association irrigation system.

4. **Contract Landscape Maintenance – Acct. #543**

This allocation is based on competitive bids from landscape contractors to maintain the association common property. The areas include along the road and main entrance off of Tournament Blvd. and the main roads throughout the entire property. All front entrances to neighborhoods are included in this contract. Mowing around the lakes that are owned by the association on an as needed basis is included also.

An annual allocation of $65,745 has been made for landscape maintenance for all common areas. $38,625 has been allocated for the main entrance into the International

514

INTERNATIONAL CLUB PROPERTY OWNERS ASSOCIATION, INC.

BOARD OF DIRECTORS MEETING
MINUTES

FEBRUARY 10, 2009 6:30 PM

The regular meeting of the Board of Directors was held on February 10, 2009 at 6:30pm at the International Club Amenity Center located in Murrells Inlet, SC.

I. Opening of Meeting

The meeting was called to order at 6:30pm. In attendance were Rosemary Toth, Bill Jacques, Mike Templeton and Maureen Sullivan. Also present was Beckie Abel and Julie Case with K.A. Diehl & Associates. Pete Pizzi and Mike Butryn of the Grounds Committee were also in attendance.

II. Approval of Minutes – January 13, 2008

A motion was made to approve the minutes as written from the January 13, 2008 BOD Meeting.
Motion made by Mike Templeton
Seconded by Bill Jacques
Vote Unanimously approved

III. Committees

a. Grounds – Rosemary Toth

Ms. Toth welcomed the Committee members present and began the discussion regarding the dispute between the committee and homeowners that live on Caldera Court relative to the ownership of property. It appears that the property in question has been maintained for years by the Association, however, the committee contends that the property is an easement on individual owners property. After discussion, the Board agreed to wait on a letter from the County that the committee will request to clarify the ownership of this portion of land before they make a decision on the responsibility. Ms. Toth also reported that the Wicklow pump station renovation had been completed.

Bill Jacques reported that the Board had accepted the bid from a contractor to install additional road signs on International Club Blvd... Mrs. Abel reminded the Board that all vendors must have the proper insurance and certification to work on properties managed by K.A. Diehl. Mr. Jacques will make sure this contractor provides proof of insurance to the management office. He went on to say that Dan Zensky's proposal to install the new security cameras in the

515

LIST OF LAWSUITS ASSOCIATED WITH RONALD E. JARMUTH

1. **Ronald E. Jarmuth v. Kathleen R. Waters and James M. Frinzi;**
Civil Action #1:04cv63 – action claiming defamation and violations of the Pennsylvania Wiretap Statute.
220 Fed. Appx 228, 2007 WL 685175, C.A.4 (W.Va) 3/7/07 No. 06-1908
149 Fed. App. 139, 2005 WL 2108134, C.A. 4 (W.Va) 9/1/05 (05-1464)
2005 WL 5715172 N.D.W.Va 3/31/05 (1:04CV63)

   Fourth Circuit confirms dismissal of all Jarmuth's claims.

2. **Ronald E. Jarmuth and Angela Frinzi v. Dr. Brian Krolczyk in his Capacity of Acting Director of Clinical Services for Valley Community Mental, The Valley Comprehensive Community Mental Health Center, Inc. and the Monogalia County Board of Eduction**

   2006 WL 4730263, N.D. W.Va 7/25/06 CA#1:04CV64
543 US 870, 125 S.Ct. 89 (Mem) 2004 WL 2069559, 160 L.Ed 2d 117, 73 USLW 9192, 73 USLW 3210, 73 USLW 3075, U.S. W.Va 10/4/04 (#04-30)

3. **Jarmuth v. Tara Patterson, Esquire**

4. **Jarmuth v. Janet Reno, U.S. Attorney General** – Civil Action #: 96-188 (D.D.C.)

5. **Ronald E. Jarmuth and Angela J. Jarmuth v. Jeffrey J. Culpepper individually and in his capacity as Family Law Master & Judge, et al.,**
547 US 1148, 126 S.Ct 2293 (Mem) 2006 WL 703670, 164 L.Ed 2d 814, 74 USLW 3544, 74 USLW 3652, 74 USLW 3653, U.S. 5/22/06 (#05-1196)
148 Fed. Appx 188, 2005 W. 2901900, CA 4 (W.Va 11/4/05 (#05-1465))

   The Jarmuths filed a complaint alleging their civil rights were violated. The complaint was dismissed by the District Court and the dismissal was affirmed by 4th Circuit Court of Appeals.

6. **Jarmuth v. Natiliz McLemore** Civil Action #: 93-MISC-293 (D.D.C.)

7. **Jarmuth v. Kevin Cox, MC.** (Virginia) 278 Fed. Appx. 246, 2008 WL 2076384 C.A. 4(W.Va) May 16, 2008 (No. 07-2009)

   Jarmuth, while a federal employee, filed notice that he intended to seek compensation for work related injury. He was directed to see Dr. Cox for evaluation. In lawsuit, Jarmuth sought to prevent the release of his medical records, and a directive to destroy the records. Jarmuth's lawsuit was dismissed by the Court which dismissal was affirmed on appeal. Attached is a copy of the appellate Court's decision.

8. **Jarmuth v. Verizon West Virignia, Inc.** Case #: 04-1546-T-C

Complaint filed by Jarmuth was dismissed. Commission found no basis for Jarmuth's complaint that he was given a party line rather that a single line.

9. **Jarmuth v. Charles Schwab & Co.** (Civil Action No.: 03-80-1)
100 Fed. Appx 207, 2004 WL 136600, CA4 (W.Va) decided 6/16/2004 (No. 04-1394)

Lower Court granted judgment for Charles Schwab and Court of Appeals affirmed.

10. **Jarmuth v. Frinzi:** 94 Fed. Appx 969 (Table), 2004 WL 737027, CA3(PA) 3/24/04 (no. 02-2630)
- 2006 WL 4730263 (n.D.W.Va) 7/25/2006

Legal action by Jarmuth in which he alleged defamation by some of his co-employees at the FBI. He also alleged that their defamation led to the termination of his employment with the FBI for on 4/21/01. Attached is a copy of the appellate Court's decision.

11. **Ronald E. Jarmuth v. Erin Reynolds, Chairman Creditor's Committee, et al.**
Appelles No. 97-7192, 97-7214. 7/10/1998
172 F.3d 919

Appeal from Bankruptcy Court's denial of Jarmuth's petition relating to appointment of a Trustee for the bankrupt estate. The Bankruptcy Court's decision was affirmed by the appellate Court – the appellate Court's decision is attached.

12. **Ronald Jarmuth v. Wallace H. Weiss**
41 F.3d 1504, 1994 WL 652687, CA 4 (Va)
11/21/94 (No. 93-1290) 41 F.3d 1504 (11/21/1994)

Jarmuth sued Weiss on civil charges of assault, batter, slander and libel. Jarmuth alleged that on 3/30/1992 while he was working in the office of the Army Chief of Staff, Weiss attacked him and falsely accused Jarmuth of violating various regulations and statutes. Jury found against Jarmuth. Jarmuth appealed and the appellate Court confirmed the jury verdict. Attached is a copy of the appellate Court's decision.

13. **Ronald E. Jarmuth v. Oxana Turetsky, et al.** No. 93-7054 (6/29/1003)
815 F. Supp 4, 1993 WL 57297, 26 Fed. R. Serv. 3d 289, D.D.C. 2/25/1993 (CA #92-2164)

Jarmuth's appeals the District Court decision dismissing his petition for removal. His case was remanded back to Prince George County Circuit Court.

986 F.2d 1413, 1993 WL 46880 CA(MD) 2/12/1993 (No. 92-2193, 92-2218)

TO WHOM IT MAY CONCERN

May 27, 2008

517

This letter is to confirm what took place at George and Adele Cathrall's home around the middle of April, 2009.

I received a call on my cell phone from Mike Templeton, Board Member International Club HOA. Mr. Templeton stated that he and Bill Jacques (Board Member) were discussing Pete Pizzi and felt that Pete should no longer be a member of the committee. Mike and Bill felt that Pete was undermining the Board. This was a result of someone seeing Pete going into Ron Jarmouths house carrying papers. Mike Templeton when on to state that he and Bill Jacques agreed that Pete should be fired and seeing that Pete reports to me on the Building and Grounds Committee that I should be the one to fire him.

During the phone conversation, both George and Adele heard Mike Templeton instruct me to fire Pete. When I ended my conversation with Mike they were appalled and asked if I was going to fire Pete. I said no, but I am going to let him know of my conversation with Mike.

Yours Truly

Michael Butryn

Michael Butryn

IN CHRONOLOGICAL ORDER

From: International Club HOA
To: tr9538@sccoast.net
Sent: Thursday, may 28, 2009 12:58 PM
Subject: Litigation Details

[Beckie Abel E-Letter]

518

From: Tom Reagan tr9538@sccoast.net
Subject: ICbuzz: Re: Litigation Details
To: julie.case@kadiehl.com
cc: ICbuzz@yahoogroups.com
Date: Thursday May 28, 2009 4:40 PM

"Julie, my hope is that Mr. Jarmuth's lawsuit does not involve individual homeowners. I **do not expect to have to help fund such an asinine action on behalf of a person** who **spends half his life suing people** (just do a Google on him). The last I recall Mr. Jarmuth never asked for m permission to include me in this action."

From: Ron Bolka ronbolka@yahoo.com
Sent Thu 5/28/09 9:45 PM
To: Ibuzz@yahoogroups.com

"Tom - I totally agree. He will **not get any money from me** either. I am so tired of all this crap he has nothing better to do with his time than to stir up controversies."

From Aine Hukezalie ahukezalie@yahoo.com
Sent: Thu 5/28/09 11:28 PM
To: Ibuzz@yahoogroups.com

"Ron. I agree with both you and Tom...surely they **have medication for people like him**??? I'm sorry if that seems like a somewhat personal thing to say but his constant stirring and **trouble making behaviour** has **caused so many people so much stress**. Why does **he** not take all his **negative energy** and do some good for some people could use his help?"

From: Carl Dilorenzo <DILORENZOC@PRODIGY.NET>
To: ICBUZ <ICbuzz@yahoogroups.com>
Sent: Friday, May 29, 2009 5:36:34 PM
Subject: ICbuzz: Litigation Details

Sorry to be the bearer of bad news but our HOA insurance has a $2500 deductible for legal fees so, **Mr. Jarmuth's lawsuit will probably cost us at least that much**. Hopefully **the counter suit that will be filed against him** will recover the $2500 plus all additional legal fees. I have also been informed by a Realtor that if you are planning to sell your home you must notify the buyer that there is a lawsuit pending against the

HOA. Guess how well that news will be received by the buyer. The ironic part of this whole situation is that Mr. Jarmuth is one of the candidates being proposed to replace our current board. In a recent email by Mike Butryn regarding the replacement of the current board he implies that if his proposed candidates are voted in to replace the current board there could be a speedy resolution to the lawsuit. I interpret that to mean if we vote for Ron Jarmuth and company the lawsuit will go away. Does this sound like **blackmail** to you?

Sent from my iPhone

From **Kathie Reagan** (kathiesbaskets@yahoo.com
Sent Fri 5/29/09 6:59 PM
To ICbuzz@yahoogroups.com

Is Mr. Jarmuth a full-time resident? I was under the assumption that you had to be a full time resident of the community to be on the board. Could someone clue me in on this matter?

Thank you,

Kathie H. Reagan
Independent Home Consultant
(843) 325-6558
www.longaberger.com/kathleenreagan

From Aine Hukezalie ahukezalie@yahoo.com
Sent: Thu 5/31/09 11:28 PM
To: Ibuzz@yahoogroups.com

Sounds to me like you and mr Jarmouth swim in the same waters...in actual fact, instead of assuming that all he has done is good, why not go door to door and found out just how much stress and anguish he has caused a huge portion of our community. Life is way too short to have someone as negative, vendictive and combative as him. He has finally pushed me to the limit, and I certainly have enough going on without contending with him. I and 25 others are now going to take action against him in person, but come hell or high waters, I will not have a big bully do this to me and my son. How dare he...surely they have medication or clinics for people like him! How dare he cause such pain and stress to people he has not ever even met. Enough is enough!!!

From: **hoamail@yahoogroups.com** on behalf of **mb.templeton@yahoo.com**
Sent: Mon 4/20/09 1:49 PM
To: hoamail@yahoogroups.com

On 4/17 a message was distributed to over 200 e-mail addresses within the International Club Community. The message was sent out by the CEO of K. A. Diehl (Mr. Robert Barlow) under the direction of your International Club Community Board of Directors.

The message indicated that it was from the "International Club" and the subject line read "News and Information". We have since determined that those two labels may have mislead or confused some recipients.

Therefore I am taking the unusual step of communicating through IC Buzz and asking that you look at your 4/17 messages again. In addition, today we asked Mr. Barlow to redistribute the message with a replacement unambiguous subject line. It may not go out today, but should be out within a day or so. In addition, all homeowners who do not have a recognized e-mail account will receive hard copies of the messages within a few days.

As you enter the new K. A. Diehl website, we urge you to sign in and take a good look around. When you do, you will see minutes from an important meeting held on 3-24-09.
The agenda for that meeting included an agenda item (#7) which was a follow-up to a prior golf course related meeting held on 3-4-09.

We have an additional meeting scheduled this week **regarding the development of a new golf course agreement**. I writing this here because golf course related issues seem to be seem to be the main source of....displeasure this week.

As you will see by looking over the minutes from the 3/24 meeting, we have many issues to work on as a Board. Number 1 on our list is communication... but we are no longer going to communicate through IC Buzz.

As soon as I am certain that we have our new communication tools in place, I will ask that my name be taken off the hoamail@yahoogroups.com capability to send out messages to you and I will also remove my name from being able to receive messages from you via IC Buzz.

I believe most of the other Board members are going to do the same, if they haven't done so already. So...If you feel the urge to respond to this message, please don't. We know you have concerns about a variety of issues and we want you to know that they are being prioritized and addressed as best we can. Please allow your Board and your committees to do our jobs to the best of our abilities. In addition, please refrain from agitating your fellow homeowners by sending out false and/or inflammatory information. It just isn't helpful to the community.

By the way, we have some openings on some of our committees. If you want to make a difference, please get involved by serving on a committee first. We can use your help!
Once the new website is completely populated with data and information you

RECENT ACTIVITY

Visit Your Group

Give Back

Yahoo! for Good

Get inspired

by a good cause.

Y! Toolbar

Get it Free!

easy 1-click access

to your groups.

Yahoo! Groups

Start a group

in 3 easy steps.

Connect with others.

will be able to determine which committee might be most appropriate for you to offer your services to.

Thanks for your patience.

Mike Templeton
Board Member at Large

Messages in this topic (1) **Reply** (via web post) | **Start a new topic**

Messages

YOU MAY NOT REPLY TO THIS EMAIL, IF YOU WANT TO RESPOND USE THE EMAIL ADDRESS OF THE SENDER.

YAHOO! GROUPS

Change settings via the Web (Yahoo! ID required)
Change settings via email: Switch delivery to Daily Digest | Switch format to Traditional
Visit Your Group | Yahoo! Groups Terms of Use | Unsubscribe

[redacted] pe online - Go to usps.com/postageonline

POSTAGE REQUIRED.

[redacted] E PRESS FIRMLY

PLEASE PRESS FI

UNITED STATES POSTAL SERVICE

1024

29576

U.S. POSTAGE
PAID
SURFSIDE BEACH,SC
29575
MAY 11, 12
AMOUNT

$7.70
00057095-09

PRIORITY® MAIL

UNITED STATES POSTAL SERVICE

Flat Rate Mailing Envelope

For Domestic and International Use

Visit us at usps.com

INTERNATIONAL RESTRICTIONS:
LIMITATIONS ON CONTENT:
When using Priority Mail, restrictions apply for cash or cash equivalents and hazardous materials may be prohibited.

WHEN USED INTERNATIONALLY 4 POUND
[redacted]

Form

2310 3280 0000 0928 2639

From:/Expéditeur:
Angela Goodman
Cardina Mail House
PO Box 1630
Murrells Inlet, SC 29576-1630

To:/Destinataire:
Ronald Jarmuth
[redacted]
Murrells Inlet, SC 29576

Country of Destination:/Pays de destination:

4. Payment [illegible]
Affix postage or meter strip to area indicated in upper right hand corner.

3. Acceptance
Bring your Flat Rate Priority Mail envelope to a Post Office, or to schedule pickup of your postage paid envelopes visit us at [illegible]

[redacted] is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail®. Misuse may be a violation of federal law. This packaging is not for resale. EP14F JULY 2007 © U.S. POSTAL SERVICE

525

EP14F

13711

Mailing:
P.O. Box 630
Murrells Inlet, SC 29576-0630

Phone – (843) 650-5706
Email Address: cmhfiles@sccoast.net

May 10, 2012

Ronald Jarmuth
[redacted]
Murrells Inlet, SC 29576

Dear Mr. Jarmuth,

I'm in receipt of your letters to my business. I'm in receipt of your letters to my house. I have received the FOIA Request from the US Post Office, and I was served your subpoena by the attorney. You presented yourself as an officer of the HOA but failed to offer proof that you were on the board of directors, so your request was not addressed personally by me, until now.

I have a strong work ethic and confidentiality guidelines that I grant my customers. I did contact K.A. Diehl to inform them of your request. I was not at liberty to just 'hand over' the documents that you wanted. Upon receipt of the subpoena, I have now done so. The contents of the mailing that you are questioning as well as the stamped postal report showing the date the job was mailed are included with this letter.

I did not like my neighbors informing me that the Horry County Sheriff paid a visit to my house on more than one occasion. Your unprofessionalism in handling this situation was not at all appreciated by me or by Carolina Mail House. You will be receiving an invoice for the time involved in gathering this information.

Please cease and desist any and all contact with me. If you find that you need additional information, the attorney can contact me with your request.

Sincerely,

Angela Goodman

Angela Goodman
Carolina Mail House

Enclosures: requested documents

Cc: McNair Law Firm, P.A.

United States Postal Service

Postage Statement—First-Class Mail and Priority Mail

Post Office: Note Mail Arrival Date & Time (Do Not Round-Stamp)

Use this form for either First-Class Mail or Priority Mail. They may not be combined.

Mailer

Permit Holder's Name and Address and Email Address, If Any	Telephone	Name and Address of Mailing Agent *(If other than permit holder)*	Telephone	Name and Address of Individual or Organization for Which Mailing is Prepared *(If other than permit holder)*
Carolina Mail House, Inc **PO Box 630** **Murrells Inlet, SC 29576** CAPS Cust. Ref No _____ Customer No. _____	**843-357-3622**	Customer No. _____		**KA Diehl & Associates** **Indigo Creek** **11740 Hwy 17 Bypass** **Murrells Inlet, SC 29576** **Job 8373** Customer No _____

Mailing

Post Office of Mailing	Processing Category	Mailing Date	Federal Agency Cost Code	Statement Seq No	No. & Type of Containers
MURRELLS INLET SC	☐ Letters ☐ Flats ☒ Automation Flats ☐ Parcels	**05/28/2009**			**8 - Flat Trays**
Type of Postage: ☒ Permit Imprint ☐ Precanceled Stamps ☐ Metered		Weight of a Single Piece: **0.1875** pounds		Total Pieces: **646**	
Permit # **21**	For Mail Enclosed Within Another Class: ☐ Standard Mail ☐ Bound Printed Matter ☐ Library Mail ☐ Media Mail ☐ Parcel Post ☐ Periodicals			Total Weight: **121.1250**	
For Automation Price Pieces, Enter Date of Address Matching and Coding: **05/28/2009**	Move Update Method: ☒ NCOA^Link ☐ ACS ☐ Alternative Method ☐ Multiple ☐ Ancillary Service Endorsement ☐ *FASTforward*				

Postage

Parts Completed *(Select all that apply)* ☒ A ☒ B ☐ C ☐ D ☐ S (Part C only) ☐ Commercial Base ☐ Commercial Plus

Total Postage *(Add parts Totals)*	**$536.12**
Price at Which Postage Affixed *(Check one)* Complete if the mailing includes pieces bearing metered or precanceled stamps. ☐ Correct ☐ Lowest ☐ Neither 0 pcs. x $ _____ = $0 **Postage Affixed**	**$0.0000**
Net Postage Due *(Subtract postage affixed from total postage)*	**$536.12**
Additional Postage Payment *(State reason)*	
[redacted]	
[redacted]	

Certification

The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.

Privacy Notice: For information regarding our Privacy Policy visit *www.usps.com*.

Signature of Mailer or Agent	Printed Name of Mailer or Agent Signing Form	Telephone
A Goodman	**A Goodman**	**843-357-3622**

USPS Use Only

[redacted]

Total Pieces: 646	Total Weight: 120.8[illegible]		
Total Postage: 536.12			Round Stamp (Required) Date Mail Received
Postage Verification Performed? (Check One) ☒ Yes ☐ No			
[redacted]			
(1) allowable postage prices claimed; (2) postage computation (and presort where required); (3) proper completion of postage statement; (4) payment of fees/fees; and (5) sufficient funds on deposit (if required)	Date Mailer Notified	Contact	Phone
USPS Employee's Signature: [signature]	Print USPS Employee's Name: LL MORRISON	Time: 1:00	AM PM

United States Postal Service

Postage Statement—First-Class Mail and Priority Mail

Post Office: Note Mail Arrival Date & Time (Do Not Round Stamp)

Use this form for either First-Class Mail or Priority Mail. They may not be combined.

Mailer

Permit Holder's Name and Address and Email Address, If Any	Telephone	Name and Address of Mailing Agent *(If other than permit holder)*	Telephone	Name and Address of Individual or Organization for Which Mailing is Prepared *(If other than permit holder)*
Carolina Mail House, Inc **PO Box 630** **Murrells Inlet, SC 29576** CAPS Cust. Ref. No. _____ Customer No. _____	**843-357-3622**	Customer No. _____		**KA Diehl & Associates** **Indigo Creek** **11740 Hwy 17 Bypass** **Murrells Inlet, SC 29576** **Job 8373** Customer No. _____

Mailing

Post Office of Mailing	Processing Category	Mailing Date	Federal Agency Cost Code	Statement Seq. No.	No. & Type of Containers
MURRELLS INLET SC	☐ Letters ☐ Flats ☒ Automation Flats ☐ Parcels	**05/28/2009**			**5 - Flat Trays**
Type of Postage: ☒ Permit Imprint ☐ Precanceled Stamps ☐ Metered		Weight of a Single Piece: **0.1875** pounds		Total Pieces: **646**	
Permit # **21**	For Mail Enclosed Within Another Class: ☐ Standard Mail ☐ Bound Printed Matter ☐ Library Mail ☐ Media Mail ☐ Parcel Post ☐ Periodicals			Total Weight: **121.1250**	
For Automation Price Pieces, Enter Date of Address Matching and Coding: **05/28/2009**	Move Update Method: ☐ Ancillary Service Endorsement ☐ *FASTforward* ☒ NCOA^Link ☐ ACS ☐ Alternative Method ☐ Multiple				

Postage

Parts Completed *(Select all that apply)* ☒ A ☒ B ☐ C ☐ D ☐ S (Part C only) ☐ Commercial Base ☐ Commercial Plus

Total Postage *(Add parts Totals)*	**$536.12**
Price at Which Postage Affixed *(Check one)* Complete if the mailing includes pieces bearing metered or precanceled stamps. ☐ Correct ☐ Lowest ☐ Neither **0** pcs. x $ _____ . **$0** = **Postage Affixed**	**$0.0000**
Net Postage Due *(Subtract postage affixed from total postage)*	**$536.12**
Additional Postage Payment *(State reason)*	
[illegible] **Total Adjusted Postage Affixed**	
[illegible] **Total Additional Postage Due**	

Certification

The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.

Privacy Notice: For information regarding our Privacy Policy visit *www.usps.com*.

Signature of Mailer or Agent	Printed Name of Mailer or Agent Signing Form	Telephone
	A Goodman	**843-357-3622**

USPS Use Only

Weight of a Single Piece: _____ pounds		[illegible] ☐ Yes ☐ No	
Total Pieces:	Total Weight:		
Total Postage:			
Postage Verification Performed: (Check One) ☐ Yes ☐ No (Check all that this mailing has been subjected to) (1) ☐ Postage Statement (and postage affixed, if any) (2) ☐ Permit Registration (and postage affixed, if any) (3) ☐ Payment Verification of Postage Statement (4) ☐ Payment of Additional Fees (if any) (5) ☐ Adjustment Made on Statement (if applicable)			
USPS Employee's Signature:	Print USPS Employee's Name:	Time:	AM PM

PS Form **3600-R1**, May 2009 **FACSIMILE**

ACCUZIP6 5.03.00.2.0.3413.14579

First-Class Mail

[X] Part A

Automation Prices

Flats

Entry	Price Category	Piece Price	X	No. of Pieces	=	Pieces Subtotal	Total
A10	5-Digit	0.7200	X	411	= $	295.9200	295.9200
A11	3-Digit	0.8820	X	31	= $	27.3420	27.3420
A12	ADC	0.9430	X	64	= $	60.3520	60.3520
A13	Mixed ADC	1.0650	X	118	= $	125.6700	125.6700

Part A Total

$ 509.2840

[X] Part B

Nonautomation Prices

Flats

Entry	Price Category	Piece Price	X	No. of Pieces	=	Pieces Subtotal	Total
B10	Single-Piece	1.2200	X	22	= $	26.8400	26.8400

Part B Total

$ 26.8400

NCOA Link®

PROCESSING SUMMARY REPORT

ACCUZIP INC.
Licensee Company Name

LBDT54186099AV5660
Customer PAF ID

SJGC FINANCIAL INC
Mailer Company Name

INTERNATIONALCLUB8422KAD	NORMAL
List Name	**Processing Category**

PROCESSES PERFORMED

P	N	N	Y
Pre 1	**Concurrent 2**	**Post 3**	**Standard Output Return 4**

S	20090528	O
Matching Logic 5	**Data Returned 6**	**Class of Mail 7**

20090528	20090528
Date List Completed	**Date List Returned**

649	12	0
Total Processed	**Total NCOA Link Matches**	**Total ANK Link Matches**

CASS™,DPV®,LACSLink®,NCOALink®
Listing of all processes used in obtaining final results

Legend:

1,2 N=None,
Y=Yes but with no data modifications
D=Yes, data modifications from sources other than postal data,
P=Yes, data modifications from postal data only (i.e., ZIP+4, DPV),
B=Yes, data modifications from postal and other source

3 N=None
Y=Yes but with no data modifications
D=Yes, data modifications from sources other than postal data
P=Yes, data modifications from postal data only (LACSLink)
B=Yes, data modifications from postal and other sources

4 Y=All NCOALink required output returned to client
N=Post-processes modified return information (ie: updates applied to list)
B=Post-processes modified return information ; however, separate file containing all required output data was also returned

5 S=Standard (Business, Individual and Family matches allowed),
I=Individual only, B=Business only,
C=Individual and Business only, R=Individual and Family Only

6 C=COA Data Returned with Footnotes and Statistics,
F=Footnotes only,
S=Statistics only

7 A = First Class only
B = Periodicals only
C = Standard Mail only
D = Package Services only
E = First-Class & Periodicals
F = First-Class & Standard Mail
G = First-Class & Package Services
H = Periodicals & Standard Mail
I = Periodicals & Package Services
J = Standard Mail & Package Services
K = First-Class, Periodicals & Standard Mail
L = First-Class, Periodicals & Package Services
M = First-Class, Standard Mail & Package Services
N = Periodicals, Standard Mail & Package Services
O = First-Class, Periodical, Standard Mail, Package Services

UNITED STATES POSTAL SERVICE

CASS™ Summary Report

This form may be generated as the output of address matching processing using CASS Certified™ software in conjunction with current USPS® address database files. Any facsimile must contain the same information in the same format as the printed form.

See DMM™ Section 708 for more information.

A. Software

CASS A1

1. CASS Certified Company Name	2. CASS Certified Software Name & Version	3. Configuration
ACCUZIP INC.	ACCUZIP6 5.03.00.L	AAA
4. Z4Change Certified Company Name	5. Z4Change Certified Software Name & Version	6. Configuration
7. DirectDPV™ Certified Company Name	8. DirectDPV Certified Software Name & Version	9. Configuration
10. eLOT™ Certified Company Name	11. eLOT Certified Software Name & Version	12. Configuration
ACCUZIP INC.	ACCUZIP6 5.03.00.L	AAA

MASS A2

1. MASS™ Certified Company Name	2. MASS Certified Software Name, Version & Model No.	3. Configuration
		4. MLOCR Serial No.

B. List

1. List Processor's Name	2. Date List Processed	3. Date of Database Product Used
	a. Master File 05/28/2009	a. ZIP + 4® File 02/15/2009
	b. Z4Change	b. Z4Change
	c. DirectDPV	c. DirectDPV
	d. eLOT 05/28/2009	d. eLOT 02/15/2009
	e. CRIS	e. CRIS

4. List Name or ID No. (*If using ID No., number must start with ID #*)	5. Number of Lists	6. Total Records Submitted for Processing
INTERNATIONALCLUB8422KAD.DBF	1	651

C. Output

Output Rating	1. Total Coded	2. Validation Period	Output Rating	1. Total Coded	2. Validation Period
a. ZIP + 4/DPV Confirmed ▶	624	From 05/28/2009 To 11/24/2009	d. 5-Digit Coded ▶	646	From 05/28/2009 To 05/28/2010
b. Z4Change Processed ▶		[redacted]	e. CRRT Coded ▶	627	From 05/28/2009 To 08/26/2009
c. DirectDPV ▶		From To	f. eLOT Assigned ▶	616	From 05/28/2009 To 08/26/2009

D. Mailer

I certify that the mailing submitted with this form has been coded *(as indicated above)* using CASS Certified software meeting all of the requirements listed in the DMM Section 708.

1. Mailer's Signature	2. Date Signed	3. Name and Address of Mailer
	05/28/2009	

E. Qualitative Statistical Summary (QSS)

For informational Purposes Only: QSS is solely made available for the list processor's review and analysis. This information is not to be considered by the Postal Service™ personnel in determining rate eligibility under any circumstances. See reverse for a detailed explanation.

High Rise Default	High Rise Exact	RR Default	RR Exact	LACS[Link]™	EWS	Suite[Link]™
0	0	0	0	0	0	

Privacy Notice: For information regarding our Privacy Policy, visit *www.usps.gov*.

STANDARDIZED DOCUMENTATION
FIRST CLASS AUTOMATION FLATS - BUNDLE BASED

ACCUZIP6 5.03.00.2 0.3413.14579

Report: USPS Qualification Report
Entry: MURRELLS INLET SC 29576
Sort: First Class Automation Flats - Bundle Based - 335.6.5

Mailer: A GOODMAN
Mail ID: internationalclub8422kad 20090528 16:53:08
Date: 05/28/2009

CONTAINER INFO				PKG/GRP INFO		RATE CATEGORY INFORMATION														Running
No.	Total	Level	ZIP	No	Destination	Zone	WS	HD	CR	5B	5D	3B	3D	AB	AD	MB	MD	BB	BS	SP	Total
1	191	5DG	29576	1	29576					133											133
				2	29576					58											191
2	220	5DG	29576	1	29576					75											266
				2	29576					133											399
				3	29576					12											411
3	20	3DG	295	1	295							20									431
4	193	MADC	295	1	117							11									442
				2	A060									10							452
				3	A07099									23							475
				4	A212									19							494
				5	A481									12							506
				6	M295											118					624
										411		31		64		118					624

RATE SUMMARY

Automation 5-Digit (5B)	411
Automation 3-Digit (3B)	31
Automation AADC (AB)	64
Automation Mixed AADC (MB)	118
GRAND TOTAL	624

STANDARDIZED DOCUMENTATION
PIECES PROCESSED AT SINGLE-PIECE RATES

ACCUZIP6 5.03.00.2.0.3413.14579

Report: USPS Qualification Report
Entry: MURRELLS INLET SC 29576
Sort: Pieces Processed at Single-Piece Rates - 135.1.1

Mailer: A GOODMAN
Mail ID: internationalclub8422kad 20090528 16:53:08
Date: 05/28/2009

CONTAINER INFO				PKG/GRP INFO		RATE CATEGORY INFORMATION														
No.	Total	Level	ZIP	No	Destination	Zone	WS	HD	CR	5B	5D	3B	3D	AB	AD	MB	MD	BB	BS	SP	Running Total
5	22	MADC	295	1	M29576															22	646
																				22	646

RATE SUMMARY

Single Piece Rate (SP)	22
GRAND TOTAL	22

PRESORT PARAMETERS REPORT

05/28/2009

ACCUZIP6 5.03.00.2.0.3413.14579

Mailer: A GOODMAN

Mail ID: INTERNATIONALCLUB8422KAD 20090528 16:53:20

Presort Path: c:\documents and settings\angela\my documents\kadiehl\international club\may 09\presort folder\

Point of Entry: MURRELLS INLET SC 29576

DMM Options: M910 CO-PACKAGING

Total Records Presorted: 651 Records

Total Weight of Mailing: 122.0625 Pounds

Container Characteristics:

Flat Trays (M033.2.3)

Length:	Inches	
Minimum:	191 Pieces	35.812 lbs.
Maximum:	267 Pieces	50.062 lbs.

Length:	Inches	
Minimum:	Pieces	lbs.
Maximum:	Pieces	lbs.

Min Pieces:	Pieces	lbs.
Max Pieces:	Pieces	lbs.
Min Containers:	Containers	lbs.
Max Containers:	Containers	lbs.

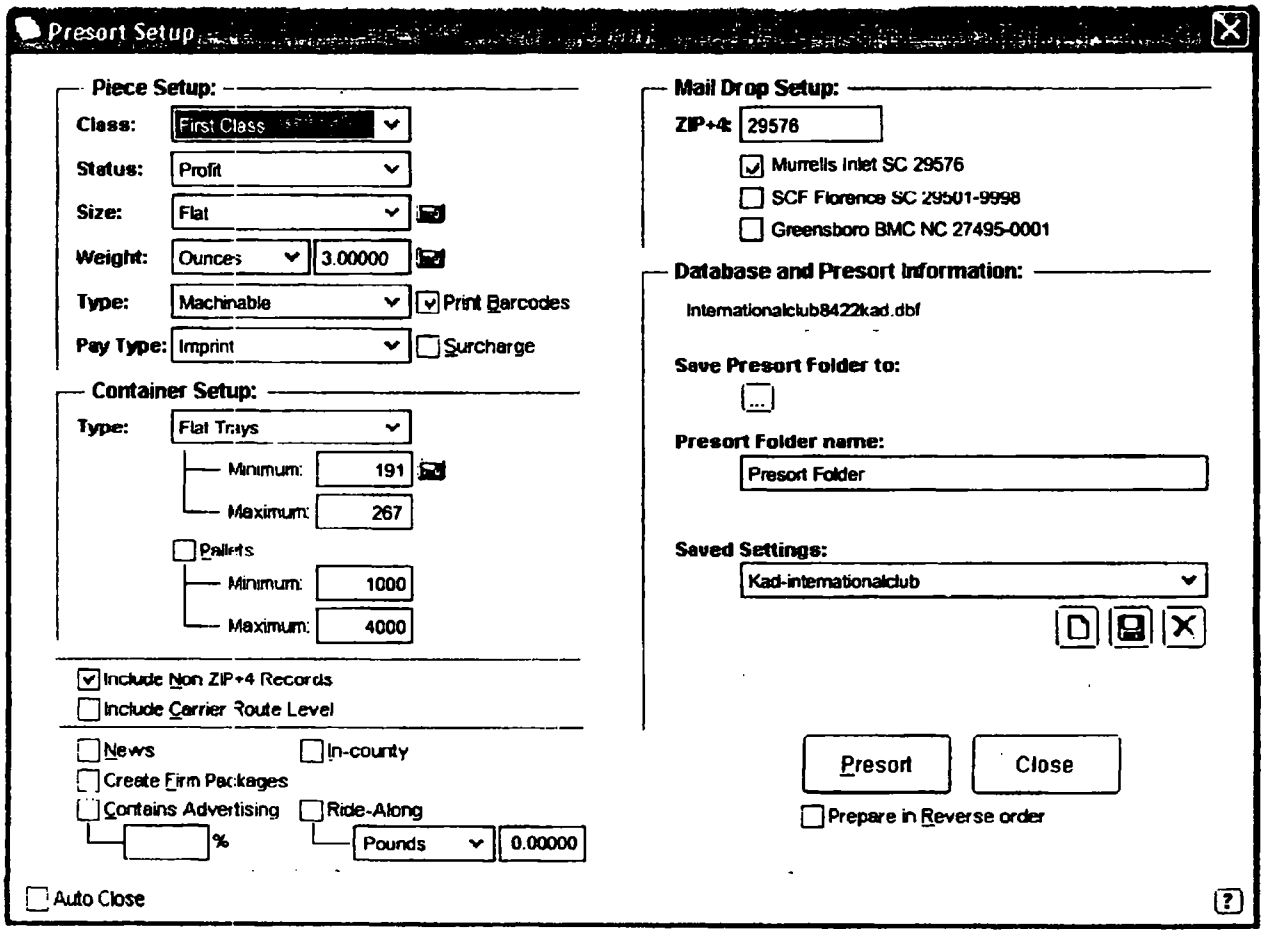
Palletization:

Piece Characteristics:

Piece Size:	Flats
Piece Height:	6.1260 Inches
Piece Length:	11.5000 Inches
Piece Aspect Ratio:	1.8772
Piece Thickness:	0.042 Inches
Piece Weight:	0.18750 lbs.

Package Characteristics: (When packaging is required)

Max Pieces in non-CRRT Package:	142 Pieces
Max Pieces in CRRT Package:	95 Pieces



DELIVERY REPORT

525

Date Sent	5/28/09 12:51pm
Sent By	Julie Case
Sent From	julie.case@kadieht.com
Sent To	All With Property Owners Security And Higher
Subject	Litigation Details
Attachment	May 27, 2009 ltr Directo's International Club HOA.pdf (no longer available)
Statistics	Total Listings: 577
	Listings Reached: 354 (61%)

Listing Name	Name	Email	Status
Addvensky, Frank	Addvensky , Frank	Busy24seven@aol.com	Delivered: Email Sent
Aiello, Anthony & Cynthia	Aiello , Anthony	caiellojnmb@yahoo.com	Delivered: Email Sent
Aiello, Anthony & Cynthia	Aiello , Cynthia	caiellojnmb@yahoo.com	Delivered: Email Sent
Albach, Robert & Mary	Albach , Robert	albachs@yahoo.com	Delivered: Email Sent
Allen, Gpott & Kelly	Allen , Gpott	kellysmithfa@aol.com	Delivered: Email Sent
Anthony, Carolee	Anthony , Carolee	canthony@sccoast.net	Delivered: Email Sent
Anthony, Christopher	Anthony , Christopher	jrz_love@hotmail.com	Delivered: Email Sent
Antiono, Jeffrey & Michelle	Antiono , Jeffrey	jeffoho@gmail.com	Delivered: Email Sent
Armstrong, Bruce & Heather	Armstrong , Bruce	baha82@sccoast.net	Delivered: Email Sent
Aubrey, Byron & Miriam	Aubrey , Byron	byaub@msn.com	Delivered: Email Sent
Ault, Don & Judy	Ault , Don	jukith@yahoo.com	Delivered: Email Sent
Baggot, Gail	Baggot , Gail	gb8285@sccoast.net	Delivered: Email Sent
Bajek, Dr. & Barbara	Bajek , Dr.	rbajek2000@yahoo.com	Delivered: Email Sent
Baker, Guy & Lorene	Baker , Guy	gl9828@sccoast.net	Delivered: Email Sent
Baker, Jason	Baker , Jason	jasonbaker621@yahoo.com	Delivered: Email Sent
Baltenbach, Linda & Gary	Baltenbach , Linda	gb1556@sccoast.net	Delivered: Email Sent
Baseggio, Janet	Baseggio , Janet	jb8511@sccoast.net	Delivered: Email Sent
Bastin, Yoshiko & Katheleen	Bastin , Katheleen	katheleen_bastin@yahoo.com	Delivered: Email Sent
Beers, Patricia	Beers , Patricia	cyjow4@aol.com	Delivered: Email Sent
Bell, Thomas & Ann	Bell , Thomas	tfbell3@sbcglobal.net	Delivered: Email Sent
Benjamin, Mario & Amy	Benjamin , Mario	amquance@yahoo.com	Delivered: Email Sent
Benson, Robert & Rita	Benson , Robert	benson1@sccoast.net	Delivered: Email Sent
Benton, George & Lynn	Benton , George	dbenton@firstfederal.com	Delivered: Email Sent
Bernardo, Jack & Linda	Bernardo , Jack	jb0949@sccoast.net	Delivered: Email Sent
Bernstein, Kenneth & Charlene	Bernstein , Kenneth	Kbernst885@aol.com	Delivered: Email Sent
Biamonte, Joseph & Kate	Biamonte , Joseph	ligirlatheart@hotmail.com	Delivered: Email Sent
Bianchi, John & Sandra	Bianchi , John	jjb078@juno.com	Delivered: Email Sent
Bielli, Thomas & Kathleen	Bielli , Thomas	thomas.bielli@gmail.com	Delivered: Email Sent
Blackwell, Paul & Mona	Blackwell , Paul	pblack8933@aol.com	Delivered: Email Sent

Horry County Police Follow-Up Report

Case No. **09053614**
Report No. **09053614.1**
Report Date: **5/31/2009**

Horry County Police
2560 N Main St
Conway, SC 29526
843 915-8013

Subject: **Civil Dispute Between Neighbors // 249 Pickering dr 29576**

Case Report Status	**V - Verified**	Date Entered	**5/31/2009 10:29:32 PM**	Reporting Officer	**5730 - Marcus, Kenneth**
Status Indicator	**U - Unfounded (Investigation found no crime in this jurisdiction)**	Entered By	**5730 - Marcus, Kenneth**		
Status Change Date		Date Verified	**6/1/2009 1:14:14 AM**		
Occurred On	**5/31/2009 2:36:00 PM**	Verified By	**S280 - Sawyer, Anthony**		530
(and Between)	**5/31/2009 2:36:00 PM**	Date Approved			
End Date		Approved By		Assisted By	
End Time					
		Connecting Cases			
Location	**249 Pickering Dr, Murrells Inlet, SC 29576**	Disposition	**Unfounded**		
Jurisdiction		Clearance Reason			
Grid		Date of Clearance			
Sector	**15 - Sector 15**	Reporting Agency	**Horry County Police**		
Map		Division	**South Precinct**		
Tract/Geo-Indicator		Notified			
Call Source					
		Means			
		Other Means			
Vehicle Activity		Motive			
Vehicle Traveling		Other Motives			
Cross Street					

Report Narrative: **Today I met the comp who states entity 2 posted a message on an email talk group he wanted documented. He continued that entity 2 has been arguing with several home owners over HOA issues. He also states he has never met this lady or addressed her in any way. He states he fears for his property however did not want to press charges or for me to attempt to make contact with her. He stated he wanted a report so he could seek a restraining order from a county magistrate. A copy of the email is attached with this report.**

No further info.

ENTITY 2 = Aime Huckazzlee

Offense Detail: 4703 - All Other Offenses

Offense Description	**4703 - All Other Offenses**				
IBR Code	**90Z - All Other Offenses**	Offense Date	**5/31/2009**		
IBR Group	**B**	Location	**20 - Residence/Home**		
Crime Against		2nd Location Type			
Using		Special Circumstance			
Victim Use		Offense Completed?	**No**	No. Prem. Entered	
		Hate/Bias	**88 - None (No Bias)**	Entry Method	
		Domestic Violence	**No**	Type Security	
Criminal Activity				Tools Used	
Weapons/Force					

Other Entity: O1 -- Jarmuth, Ronald Edwin

Entity Code	**O1**				
Entity Type	**C - Complainant**				
Name	**Jarmuth, Ronald Edwin**	DOB	**5/17/1944**	Place of Birth	
AKA		Age	**65**	SSN	
Alert(s)		Sex	**M - Male**	DLN	**101317969**
		Race	**W - White**	DLN State	**SC - South Carolina**
Address	[redacted]	Ethnicity	**N - Not of Hispanic Origin**	DLN Country	**USA - United States of America**
CSZ	**Murrells Inlet, SC 29576**	Ht	**6' 0"**	Occupation/Grade	
		Wt.	**181**	Employer/School	
ne Phone	**314-4355**	Eye Color		Employer Address	
Work Phone		Hair Color		Employer CSZ	
Email Address		Facial Hair		Res. County	**horry**
		Complexion		Res. Country	**USA - United States of America**

Attire

Resident Status

Entity Notes

Other Entity: O2 – Hukezalie, Aine

Entity Code	**O2**				
Entity Type	**I - Information**				
Name	**Hukezalie, Aine**	DOB		Place of Birth	
AKA		Age		SSN	
Alert(s)		Sex	**F - Female**	DLN	
		Race		DLN State	
Address	[redacted]	Ethnicity		DLN Country	
CSZ	**Murrells Inlet, SC 29576**	Ht		Occupation/Grade	
		Wt.		Employer/School	
Home Phone	**704 226-8242**	Eye Color		Employer Address	
Work Phone		Hair Color		Employer CSZ	
Email Address		Facial Hair		Res. County	
		Complexion		Res. Country	
Attire				Resident Status	

Entity Notes

Horry County Police Follow-Up Report

Case No. **09052739**
Report No. **09052739.2**
Report Date: **6/1/2009**

Horry County Police
2560 N Main St
Conway, SC 29526
843 915-8013

Subject: **HARASSMENT / 249 PICKERING DR .**

Case Report Status	**S - Submitted**	Date Entered	**6/1/2009 9:49:53 AM**	Reporting Officer	**P402 - Parker, John**
Status Indicator	**C - Administratively Closed (Investigation is admin. closed until further leads)**	Entered By	**M027 - Mitchell, Johnny**		
Status Change Date	**6/1/2009**	Date Verified			
Occurred On	**5/27/2009 11:00:00 AM**	Verified By			
(and Between)		Date Approved			
End Date		Approved By			
End Time				Assisted By	
		Connecting Cases			
Location	[redacted]	Disposition	**Active**		
Jurisdiction	**JJ - JURISDICTION**	Clearance Reason			
Grid		Date of Clearance			
Sector	**15 - Sector 15**	Reporting Agency	**Horry County Police**		
Map		Division	**South Precinct**		
Tract/Geo-Indicator		Notified			
Call Source					
		Means			
		Other Means			
Vehicle Activity		Motive			
Vehicle Traveling		Other Motives			
Cross Street					

Report Narrative: **Supplement completed to correct name of the victim.**

Offense Detail: 753 - TELEPHONE CALLS/ HARRASSING

Offense Description	**753 - TELEPHONE CALLS/ HARRASSING**				
IBR Code		Offense Date	**5/27/2009**		
IBR Group		Location	**20 - Residence/Home**		
Crime Against		2nd Location Type			
Using		Special Circumstance			
Victim Use		Offense Completed?	**Yes**	No. Prem. Entered	
		Hate/Bias	**88 - None (No Bias)**	Entry Method	
		Domestic Violence	**No**	Type Security	
Criminal Activity				Tools Used	
Weapons/Force					

Victim V1: JARMUTH, RONALD EDWIN

Victim Code	**V1**	Victim Of	**753 - TELEPHONE CALLS/ HARRASSING**		
Victim Type	**I - Individual**				
Name	**JARMUTH, RONALD EDWIN**	DOB	**5/17/1944**	Place of Birth	
AKA		Age	**65**	SSN	
Alert(s)		Sex	**M - Male**	DLN	
	[redacted]	Race	**W - White**	DLN State	
Address		Ethnicity	**N - Not of Hispanic Origin**	DLN Country	
CSZ	**MURRELLS INLET,SC.29576**	Ht.	**6' 0"**	Occupation/Grade	
		Wt	**182**	Employer/School	
Home Phone	**843 314-4355**	Eye Color	**BRO - Brown**	Employer Address	
Work Phone		Hair Color	**BRO - Brown**	Employer CSZ	
Email Address		Facial Hair		Res. County	**HORRY**
		Complexion		Res. Country	**USA - United States of America**
Attire				Resident Status	**J - This Jurisdiction**
Injury				Testify	
Circumstances					

Horry County Police Follow-Up Report

Case No. **09052739**
Report No. **09052739.2**
Report Date: **6/1/2009**

Horry County Police
2560 N Main St
Conway, SC 29526
843 915-8013

Law Enforcement Officer Killed or Assaulted Information

Type
Assignment
Activity
Other ORI

Justifiable Homicide Circumstances

Victim Offender Relationships

Offender	Relationship

Victim Notes

533

On June 2nd I called Diehl and spoke with Julie Case regarding the mailing that was sent out about Ron Jarmuth. I told her how I thought the mailing contained a lot of information that had no bearing on the current lawsuit. Most of the information was attacking Ron as a person and defaming his character. She told me that it was constructed by the lawyer and approved to distribute to the entire community by the lawyer! I was appalled and disappointed that we have chosen to have such lawyer that has such low ethical standards. All this letter did was to get the community against Ron Jarmuth.

Sincerely
Jane Pizzi
Jane Pizzi

193 Pickering Dr.
Murrells Inlet, S.C
843-251-1665 29576

1998 Grand Vistas sold to Plantation AD by Vereen (Cypress Keyes section)

500

540

Document Type:	(001) DEED
Record Date :	**10/22/1998**
GRANTOR:	**VEREEN** STELLA STAR GRAINGER () VEREEN JEFF ANDREW () VEREEN GAY LOUISE () DAUGHERTY SANDRA ELLEN VEREEN () WELLS SANDRA ELLEN VEREEN ()
GRANTEE:	**PLANTATION AD LLC** ()
Book Type:	D
Book / Page:	2082 / 456
# of Pages:	3
Consideration:	231,876.00
MEMO	**9.79 ACRES CYPRESS KEYES SD**
Parcel Id:	1940002101

540

2117 1413

STATE OF SOUTH CAROLINA)
) DEED
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, that Plantation A.D., LLC, a South Carolina Limited Liability Company (hereinafter called the "Grantor") for and in consideration of the sum of Six Hundred Thousand and 00/100 ----($600,000.00) Dollars and the acquisition of membership interests in the Grantee, in hand paid to Grantors (the receipt of which Grantor acknowledges) by Plantation Golf A.D., LLC, a South Carolina Limited Liability Company of P.O. Box 2508, Murrells Inlet, SC 29576 (hereinafter called "Grantee"), Grantor has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto said Plantation Golf A.D., LLC a South Carolina Limited Liability Company, its successors and assigns forever, all of its undivided interest in the following described property, to wit:

See Attached Exhibit A

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

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Plantation Golf A.D., LLC, a South Carolina Limited Liability Company its successors and assigns forever.

And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Plantation Golf A.D., LLC, a South Carolina Limited Liability Company its successors and assigns forever, against it and its successors and all persons lawfully claiming, or to claim the same or any part thereof.

Witness the execution hereof by Grantor this 29th day of January in the year of our Lord one thousand nine hundred and ninety nine and in the two hundred twenty second year of the Sovereignty and Independence of the United State of America.

Signed, sealed and delivered
in the Presence of

Plantation, A.D., LLC,
by Sumtech Management, Inc.,
its Manager

By: _____, President

544

FEB 967-1412

STATE OF)
) PROBATE
COUNTY OF)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as his act and deed execute the foregoing Deed and that (s)he with the other named witness, witnessed the execution thereof.

Sworn to before me this
16th day of January, 1999.

Notary Public
My Commission Expires: 4/23/2003

EXHIBIT A

TRACT I
All of those two pieces, parcels and lots of land located in Socastee Township West of McDowell Shortcut Road containing 192.52 acres identified as "Parcel G-1" and 9.07 acres identified as "Clubhouse" more specifically shown and set forth on that certain plat prepared by Atlantic Land Surveying Co., dated October 12, 1998, revised through January 13, 1999 and recorded in Plat Book 190 at Page 79, in the office of the Register of Deeds for Horry County which is by reference made a part of this description. The total acreage of the property subject hereto is 201.59 acres.

TRACT II
ALSO, a 60' wide non-exclusive easement along and across a road to be located across remaining property owned by Plantation A.D., LLC between the proposed clubhouse site and the proposed Kaminski Boulevard. This easement is granted for ingress and egress and the installation and maintenance necessary utility lines and conducts. The easement grant is appurtenant to and runs with the property mortgaged hereby. The same non-exclusive easement 60' wide perpetual non-exclusive easement is retained by Plantation A.D., LLC, its successors and assigns, in the portion of the road which crosses property conveyed hereby.

TRACT III
ALSO, all golf cart crossing easements as more particularly shown and set forth on the above referenced plat. Such easements are for the crossing of the proposed roads by golf carts and pedestrian golfers and other golf course maintenance and related vehicles and for the creation, maintenance and repair of golf cart paths within such crossing easements.

For a period of ninety-nine (99) years from the date hereof, the property conveyed hereby shall be limited to use as an eighteen hole golf course and for activities associated with or ancillary to the golf course or the game of golf, including without limitation, golf course lodging, hotel, villa or like resort or lifestyle accommodations.

This property is conveyed subject to obligations between the Grantor and the Grantee relating to the road to be constructed between he property hereby and the connector road being constructed on the Kaminski Property.

This property is conveyed subject to the Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation (the "Declaration") which is recorded in Deed Book [illegible] at Page [illegible] of the real property records of Horry County.

Book 2117
Page 1353

This being the property conveyed to the Grantor herein by deeds from Murrells Inlet Golf Plantation, LLC, Seamast PRperties, Inc and Fred B. Newby, Trustee, recorded in Deed Book 1996 at Page

1101, Deed Bok 1996 at Page 1104 and Deed Book 1996 at Page 1108 in the office of the Register of Deeds for Horry County.

[redacted]

SOUTH CAROLINA)

HORRY)

AFFIDAVIT

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

1. Property located at 192.52 acres and 9.07 acres in Socastee Township, Myrtle Beach, South Carolina bearing Horry County Tax Map Number 114-00-01-040 was transferred by Plantation A.D., LLC to Plantation Golf A.D., LLC on January 29, 1999.

The transaction was (Check one):

_X_ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $600,000.00

___ not an arm's length real property transaction and the fair market value of the property is $

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. because the deed is: transferring realty to a limited liability company in order to become a partner of the entity.
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Legal Representative

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 that one thousand dollars or imprisoned not more than one year, or both.

[redacted]

Purchaser, Legal Representative of the Purchaser or other Responsible Person Connected with the Transaction

SWORN TO before me this
day of January, 1999.

[redacted]

Notary Public for South Carolina
My Commission Expires: 10/15/2003

677827

545

FILED
HORRY S.C.
99 FEB -3 PM 3:27
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)
) DEED TO REAL ESTATE
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, That **Plantation A.D., LLC, a South Carolina Limited Liability Company (the "Grantor")** in the State aforesaid for and in consideration of the sum of **One Million Eighty Hundred Forty Five Thousand and 00/100 ----------- ($1,845,000.00)** to it paid by **Sunbelt Associates, LLC, a South Carolina Limited Liability Company of 1293 Professional Drive, Suite C, Myrtle Beach, SC 29575** in the State aforesaid, (Receipt of which is hereby acknowledged) **Plantation A.D., LLC** has granted, bargained, sold and released; and by these presents does grant, bargain, sell and release unto the said **Sunbelt Associates, LLC, its sucessors and or assigns,** the following described property, to wit:

SEE ATTACHED EXHIBIT A

TOGETHER with all and singular, the Rights, Members, Heredicaments and Appurtenances belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Sunbelt Associates, LLC,** its successors and assigns.

And the Grantor herein hereby binds it and its successors and assigns, to warrant and defend all and singular the premises unto the Grantee, its successors and assigns, against it and its successors and assigns and lawfully claiming, or who may claim the same, or any part hereof.

Witness the execution hereof by Grantor this 29th day of January in the year of our Lord One Thousand Nine Hundred and Ninety Nine and in the Two Hundred and Twenty second year of the Sovereignty and Independence of the United State of America.

Signed, Sealed and Delivered
in the Presence of

Plantation A.D., LLC,
by Suntech Management, Inc., its Manager

By: _____
Its: _____

TMS 41792 COUNTY 2029.52

EXEMPT YES NO

BOOK 2117 PAGE 401

2117 at 1401

STIATE OF SOUTH CAROLINA)
)
CCUNTY OF)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Plantation A.D., LLC by MANAGER its Manager sign, seal and as his act and deed, execute the foregoing deed and that (s)he with the other named witness, witnessed the execution thereof.

SWORN to before me this
7th day of January, 1995.

Karen Hewitt

Notary Public for South Carolina
My Commission Expires:

2117 at 1402

BOOK 2117 PAGE 1402

HORRY COUNTY ASSESSOR
NEW PARCEL 194-00-02-106
SPLIT FROM 194-00-02-009
Parcel
2-9-99

EXHIBIT A

All of that certain piece, parcel or tract of land located in Socastee Township west of McDowell Shortcut Road containing 76.08 acres identified as "Reserved for Future Development-Parcel 1" more specifically shown and set forth on that certain Plat prepared by Atlantic Land Surveying Co., dated October 12, 1998, revised January 13, 1999 and recorded in Plat Book 160 at Page 79, in the office of the Register of Deeds for Horry County which is by reference made a part of this description.

The Grantor hereby also conveys to the Grantee a non-exclusive easement or ingress and egress across the roads to be built upon remaining property owned by the Grantor to and from the connector road to be built across the Kaminski Property. The Grantor hereby also conveys to the Grantee a non-exclusive right to run all utility easements to serve the property within the right of way of the above referenced roads.

The Grantor reserves a 20' wide non-exclusive easement for golf carts crossing the road to be built on the above property across the four areas identified as C-1 (.02 +/- acres) on the above referenced Plat. Such easements are for the crossing of the proposed roads by golf carts and pedestrian golfers and other golf course maintenance and related vehicles and for the creation, maintenance and repair of golf cart paths within such crossing easements. Also, the Grantor hereby reserves a non-exclusive right of ingress and egress upon the roads to be developed on the Property to and from McDowell Shortcut Road.

The property is conveyed subject to the Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation (the "Declaration") which is recorded in Deed Book _____ at Page _____ of the Real Property Records of Horry County. The Grantor herewith acknowledges and designates the Grantee as a Designated Builder within the meaning of the Declaration.

This being a portion of the property conveyed to the Grantor herein by deeds from Murrells Inlet Golf Plantation, LLC, Seacoast Properties, Inc. and Fred B. Newby, as Trustee, recorded in Deed Book 1996 at Page 1101, Deed Book 1996 at Page 1104 and in Deed Book 1996 at Page 1108 in the office of the Register of Deeds for Horry County.

2117 at 1403

BOOK 2117 PAGE 1403

3

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

AFFIDAVIT

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

1. Property located at 76.08 acres in Socastee Township, Myrtle Beach, South Carolina bearing Horry County Tax Map Number was transferred by Plantation AD, LLC to Sunbelt Associates, LLC on January , 1999.

The transaction was (Check one):

__X__ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was $1,845,000.00

____ an arm's length real property transaction and the fair market value of the property is $

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. because the deed is:

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

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 that one thousand dollars or imprisoned not more than one year, or both.

Purchaser, Legal Representative of the Purchaser or other Responsible Person Connected with the Transaction

SWORN TO before me this 7th day of January, 1999.

Notary Public for South Carolina
My Commission Expires: 4/28/2005

BOOK 2117 PAGE 1404

2117 at 1404

547

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MURRELLS INLET GOLF PLANTATION

INDEX

Article	Title	Page
I	Definitions	2
II	Plan of Development	4
III	The Association; Membership and Voting Rights	7
IV	Property Rights in the Common Areas	9
V	Right of Association to Alter, Improve, Maintain and Repair Common Areas and Portions of Units	13
VI	Covenant for Maintenance Assessments	14
VII	Use Restrictions	16
VIII	General Provisions	24
Exhibit "A"	Description of Property Submitted to the Declaration, Constituting the Subdivision at the Time of Filing the Declaration	28
Exhibit "B"	Additional Property	29
Exhibit "C"	By-Laws of Murrells Inlet Golf Plantation Association, Inc.	30

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MURRELLS INLET GOLF PLANTATION

THIS DECLARATION is made by **PLANTATION A.D., LLC**, hereinafter called "the Developer".

RECITALS:

The Developer is the owner of certain real property located in Horry County, South Carolina, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

The Developer proposes to create on such property a subdivision (hereinafter referred to as "the Subdivision") containing lots for single-family detached houses, patio homes, townhouse developments, and multi-family developments or condominium regimes, together with Common Areas as more fully described herein.

The Developer wishes to accomplish the following objectives for its benefit and the benefit of Owners of property in the Subdivision by the imposition of the covenants and restrictions set forth herein:

(a) To maintain the value and the residential character and integrity of the residential portions of the Subdivision and to maintain the quality and value of any recreational portions of the Subdivision,

(b) To insure the attractiveness of the Subdivision and to prevent any impairment thereof,

(c) To preserve, protect and enhance the quality and value of the natural and recreational amenities of the Subdivision,

(d) To minimize or eliminate the possibility of any nuisances or disruptions of the peace and tranquility of the residential environment of the Subdivision,

(e) To provide for the maintenance and upkeep of the Common Areas and other property in the Subdivision,

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

(g) To prevent any property Owner or any other persons from building or carrying on any other activity in the Subdivision to the detriment of any Owners of property in the Subdivision, and

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

The Developer wishes to of maintain design and location criteria, construction specifications, and other controls to assure attainment of the foregoing objectives.

As hereinafter provided in this Declaration, the Developer has retained and reserved the right, privilege and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the Subdivision, all or any portion of the real property described in Exhibit "B" attached hereto and incorporated herein by reference, hereinafter defined and referred to as the "Additional Property."

The Developer has or will cause to be incorporated under South Carolina law "Murrells Inlet Golf Planation Association, Inc." ("the Association") as an eleemosynary corporation for the purpose of exercising some or all of the above functions pursuant to the terms of this Declaration, said Association to be governed by the By-Laws attached hereto as Exhibit "C".

DECLARATION:

NOW, THEREFORE, the Developer hereby declares that all of the Property described in Exhibit "A" and the Additional Property described in Exhibit "B" or so much of it as Developer may, in Developer's sole discretion, see fit to develop or dedicate, and as, by subsequent amendment hereto, may be subjected to this Declaration, shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of these lands and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in these described lands or any portion of them. This instrument also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases or takes any interest in real property within the lands subject to this Declaration.

ARTICLE I
DEFINITIONS

When used in this Declaration, unless the context shall permit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular and plural forms of any such term(s):

Section 1.1. Additional Property shall mean and refer to the real property described in Exhibit "B" and any and all improvements now or hereafter located thereon.

Section 1.2. Assessment shall mean and refer to an Owner's share of the Association's charges for Common Expenses and funding of reserves as herein provided.

Section 1.3. Association means Murrells Inlet Golf Plantation Association, Inc. (a South Carolina eleemosynary corporation), its successors and assigns.

Section 1.4. Board of Directors shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

Section 1.5. By-Laws of the Association shall mean and refer to those By-Laws of Association which govern the administration and operation of the Association attached hereto as Exhibit "C" and made a part hereof by reference, as amended from time to time.

Section 1.6. Common Areas shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or designated by the Developer as Common Areas, together with any improvements thereon. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public; and the general public shall thereby have no easement of use or enjoyment therein. The Developer may also specify certain portions of Common Areas as Limited Common Areas for the use and benefit of one or more, but less than all, of the Owners Specifically included as part of the Common Areas are all (i) maintenance areas, streets, roads, alleys, parking lots and parking areas, medians, green areas, walkways, sidewalks, boardwalks, jogging trails, bike paths, street lighting, signage lagoons, streams, ponds, natural areas, easement areas designated as Common Areas, access easements across other real property; (ii) parks, and the Recreational Amenities hereinafter defined; and (iii) such other lands and/or improvements as, by subsequent amendment of or supplement to this Declaration, may be subjected to this Declaration and designated as Common Areas by the Developer. However, nothing herein contained nor any general plan or plat showing areas which may later be developed as additional phases of the Subdivision shall be deemed to include such property as Common Areas, nor shall the Association or any Owner be entitled to any right, title or interest in such property unless and until such property shall have been formally included as a part of the Subdivision by the Developer pursuant to the terms herein contained. Notwithstanding anything contained herein to the contrary, the Developer, its successors and assigns, may but shall not be obligated to convey to the Association all or any portion of such Common Areas. The Developer, in Developer's sole judgment and discretion, its successors or assigns, may elect to convey any

or all of such Common areas to a nonprofit land conservation organization, or to a federal, state, county, municipal or other governmental or quasi-governmental agency or body or agency thereof. Such conveyance or conveyances may be made subject to or free and clear of the provisions of this Declaration, at the Developer's sole option. The Golf Course to be developed on the Property will not be a Common Area.

Section 1.7. **Common Expenses** shall mean and refer to all expenditures made or incurred by or on behalf of the Association, together with all funds assessed for the creation or maintenance of reserves, in accordance with the provisions and intent of this Declaration.

Section 1.8. **Declaration** shall mean this Declaration and all supplements and amendments to this Declaration as filed in the office of the Register of Deeds for Horry County, South Carolina.

Section 1.9. **Designated Builder** shall mean any person, firm, corporation, partnership, or other legal entity that is so designated by the Developer in any written instrument of record that (1) concerns property that is now or hereafter a part of the Subdivision and (b) makes reference to this Declaration.

Section 1.10. **Developer** means Plantation A.D., I.L.C, its successors and assigns.

Section 1.11. **Foreclosure** shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

Section 1.12. **Institutional Mortgage** shall mean a Mortgage held by a bank, savings bank, savings and loan association, trust company, insurance company or other recognized lending institution, or by an institutional or governmental purchaser, guarantor or insuror of mortgage loans in the secondary market such as, but not limited to, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration or the Farmer's Home Administration.

Section 1.13. **Lease** shall mean and refer to any lease, sublease or rental contract, whether oral or written, and whether for a term of hours, days, months or years.

Section 1.14. **Living Space** shall mean and refer to enclosed and covered areas within a dwelling on a Unit, exclusive of garages, rooms over garages, unenclosed porches, carports, breezeways, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

Section 1.15. **Member** of the Association shall mean an Owner, as defined below.

Section 1.16. **Mortgage**, shall mean and refer to a mortgage, security deed, installment land sales contract, security agreement or other similar security instrument granting, creating or conveying a lien upon, a security interest in, or a security encumbered title to a Unit, Multi-Family Area or Common Area.

Section 1.17. **Mortgagee**, shall mean and refer to the holder of a Mortgage constituting a first mortgage lien on any Unit.

Section 1.18. **Multi-Family Area** shall mean and refer to any portion of the Subdivision designated as such by the Developer in which common elements are owned by either the Owners of Units in such Multi-Family Area as tenants-in-common or by the Multi-Family Association composed of such Owners, pursuant to a Horizontal Property Regime or other multi-family legal structure within the Subdivision upon which there shall have been or will be constructed either attached or detached townhouses, condominium units, apartment units, cooperative units, cluster homes, patio homes or similar multi-family structures.

Section 1.19. **Multi-Family Association** or **Subordinate Regime** shall mean and refer to a corporation or an unincorporated association the shareholders or members of which are all Owners of Units within a Multi-Family Area or within any subordinate property development within the Subdivision, whether submitted to a horizontal property regime or made subject to further or additional restrictions and/or covenants of ownership, use and control

BOOK 2117 PAGE 1357

Section 1.20. Multi-Family Declaration shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the office of the Register of Deeds for Horry County with respect to any Multi-Family Area and which creates a townhouse, patio home, cluster home, cooperative regime, or condominium or horizontal property regime for such Multi-Family Area or imposes covenants, conditions, easements and restrictions with respect to such Multi-Family Area.

Section 1.21. Occupant shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, licensee, lessee, tenant, transient paying guest, or family member of an Owner lawfully occupying or otherwise using a Unit within the Subdivision.

Section 1.22. Owner, with an initial capital letter, shall mean and refer to one or more persons or entities, including the Developer, who or which own(s) fee simple title (or beneficial or equitable title) to any Unit of record, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the personal representative of a deceased Owner or an Owner who has been adjudged an incompetent.

Section 1.23. Person shall mean and refer to a natural person, corporation, partnership, association, proprietorship, trust, or any other legal entity or any combination thereof.

Section 1.24. Recreational Amenities shall mean such recreational facilities and improvements as are so designated by Developer and which are, from time to time, located within Common Areas. Recreational Amenities does not include the Golf Course or any facilities or improvements allocated by the Developer to a private, semi-private or public club or facility.

Section 1.25. Subdivision, with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit "A", together with all improvements presently thereon and subsequently constructed thereon, and, upon the submission to the provisions of this Declaration of the tracts or parcels of land described in Exhibit "B", or any portion thereof, shall mean and refer to the real property described in Exhibit "A" and the real property described in Exhibit "B" or such portion thereof so submitted, together with all improvements thereon or thereafter constructed thereon.

Section 1.26. Subdivision Plat shall mean or refer to the Plat set forth in Exhibit A and any Plat of property which is subsequently subjected to this Declaration.

Section 1.27. Unit, shall mean and refer to: (i) those portions of the Subdivision identified as "Lots" or "Units" on Exhibit "A" attached hereto, and all other lots, apartments or dwelling units hereafter contained in the subdivision, together with any residential dwelling or other improvements situate thereon; (ii) the land (or an undivided interest therein, as the case may be) under each townhouse, condominium unit, apartment building, duplex or patio or cluster home, whether detached or attached, including the residential dwelling associated therewith, together with (iii) any similar portions of the Additional Property that may be so designated from time to time by the Developer, but shall not include any Common Areas as defined herein.

ARTICLE II
PLAN OF DEVELOPMENT

Section 2.1. Plan of Development of the Subdivision. The Subdivision initially shall consist of the Property described on Exhibit "A" attached hereto. The Property shall also include certain improvements to the Common Areas, including roads, streets, utility systems, drainage systems and other improvements serving the Units, and various Recreational Amenities to the extent the same are, from time to time, installed and existing and submitted to the provisions hereof. The dimensions of the property constituting the Subdivision are shown on the Subdivision Plat. The property within the Subdivision shall be subject to the covenants, easements and restrictions set forth in this Declaration. Developer shall have the right, but not the obligation, for so long as Developer: (i) owns any portion of

the Common Areas; or (ii) owns any Multi-Family Area; or (iii) owns any Unit primarily for the purpose of sale of the Unit; or (iv) has the option to add the Additional Property or any portion thereof to the Subdivision: to make improvements and changes to all Common Areas and to any or all Units or any other property owned by Developer; and to make improvements and changes to all Common Areas and to any or all Units or any other property owned by the Developer including but not necessarily limited to the following: (i) installation and maintenance of any improvements in and to the Common Areas, including the Recreational Amenities; (ii) changes in the location of the boundaries of the Common Areas, any Recreational Amenities, and any Units owned by Developer or of the dedicated or undedicated Common Areas; (iii) installation and maintenance of any water, sewer, storm and surface water drainage systems and other utility systems and facilities, to include, but not limited to, T.V. cable and its various attendant services and telephone service to include teletype or computer, telex, news service, or computer, or any such like instrument used in the transmittal, reception, or retrieval of messages, facts, or information; and (iv) installation of security and/or refuse facilities. The Developer and the Association, as the case may be, shall have the right to assess and collect reasonable fees and charges for the use of Recreational Amenities.

Section 2.2. Plan of Development of Additional Property. Developer hereby reserves the option, to be exercised in its sole discretion, to submit at any time, or from time to time, the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. Developer reserves the right to plan, design, develop, construct, maintain and manage the Common Areas, the Additional Property, the Recreational Amenities, the Multi-Family Areas and any unsold Unit as Developer deems necessary or convenient for its purposes, except as otherwise expressly stated in this Declaration, including without limitation the right to change the number, shape, size and density of the unsold Units, the Common Areas, the Multi-Family Areas, the Recreational Amenities and the Additional Property.

This option to add Additional Property and/or separate phase(s) thereof may be exercised from time to time from the date of recordation of this Declaration until December 31, 2010; provided, however, that Developer reserves the right to terminate such option at any time prior to the expiration of such period by executing and filing an agreement evidencing such termination in the office of the Register of Mesne Conveyances for Horry County and, except for such termination by Developer, no other circumstances will terminate such option prior to the expiration of such period.

Portions of the Additional Property may be added to the Subdivision at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence or location in which any of such portions may be added to the Subdivision. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property

If the Additional Property or any portion thereof is added to the Subdivision, any improvements developed therein and any dwellings constructed thereon will be subject to the standards and restrictions set forth herein and to any other restrictions that the Developer may chose to impose thereon.

If the Additional Property or any portion thereof is added to the Subdivision, Developer reserves the right to designate and restrict the boundaries of the Units, Recreational Amenities and Multi-Family Areas, if any, to be added to the Subdivision in connection therewith.

Should the option to add the Additional Property or any portion of it not be exercised within the term specified herein or be terminated by Developer, such option shall in all respects expire and be of no further force and effect. Developer shall not be obligated to impose on the additional property or any portion of it any covenants, conditions, or restrictions similar to those contained herein, and any property not submitted to this Declaration will be free of any covenant or conditions whatsoever unless otherwise affirmatively imposed.

The option reserved by Developer to cause all or any portion of the Additional Property to become part of the Subdivision shall in no way be construed to impose upon Developer any obligation to add all or any portion of the Additional Property to the Subdivision or to construct thereon any improvements of any nature whatsoever or to restrict or limit its use in any manner.

The option reserved under this Section 2.2 may be exercised by Developer by the execution of an amendment to this Declaration which shall be filed in the office of the Register of Deeds for Horry County. together with a revision of or an addition to the Subdivision Plat showing the Additional Property or such portion or portions thereof as are being added to the Subdivision by such amendment, as well as the Units, Recreational Amenities, Common Areas, Multi-Family Areas, or other types of Property located within the Subdivision.

Subsequent to inclusion and/or restriction and in its sole discretion, Developer may convey to the association the common areas designated by developer or any other property owned by the Developer, be it recreational amenity or otherwise, contained within the property as described in Exhibit "A" or Exhibit "B" or such portion or portions of any, either, or all of them, any such conveyance to be subject to the lien of taxes not yet due and payable, all easements and restrictions of record, utility easements serving or otherwise encumbering the property and/or the additional property, and any exceptions which would be disclosed by an accurate survey or physical inspection of such parcel(s).

Any such amendment shall expressly submit the Additional Property or such portion of it to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be construed as embracing the real property described in Exhibit "A" and the Additional Property or such portion or portions thereof so submitted to the terms hereof, together with all improvements thereon. If the Additional Property or any portion or portions of it is added to the Subdivision, then from and after the addition to the Subdivision of the Additional Property or such portion or portions by such amendment to this Declaration, the number of votes in the Association shall be modified to include the Units to be located on the Additional Property or such portion or portions of it as are added, so that there shall continue to be one vote in the Association per Unit in the Subdivision, and the total number of votes in the Association shall be increased by the number of Units added as determined by the formulae provided in this document for the voting rights for any Unit or Developer-owned facility located on the Additional Property or such portion or portions thereof as are added.

Section 2.3. Multi-Family Associations. In the event that Developer submits the Additional Property or any portion or portions thereof to the terms of this Declaration, there may be established by Developer, its successors or assigns, other than on Units, Recreational Amenities and/or Developer-owned properties, commercial or otherwise, Multi-Family Associations structured as horizontal property regimes and similar multi-family projects, the membership of which shall be limited to the Owners of Units within the Multi-Family Areas located within such portion or portions of the Additional Property so submitted in order to promote the health, safety and social welfare of the Owners of Units therein, as well as to provide for the maintenance of Units, other improvements and/or other common elements owned by such Owners and/or such Multi-Family Associations, provided that such Owners shall also be members of the Association and such Units and other improvements shall continue to be subject to the terms of this Declaration. Such Multi-Family Areas may be subject to Multi-Family declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby, and such Multi-Family Associations may levy additional Assessments and make and enforce supplementary covenants, restrictions, rules and regulations with respect to such Multi-Family Areas.

Section 2.4. Utilities and Related Facilities. Developer, its affiliates, successors and assigns may retain ownership of the telephone, master television antennas and/or cable system facilities serving the Subdivision, including all lines, plugs, conduits, outlets, pipes, cables and wires, and other systems related thereto which are located within the Subdivision. Telephone, master television antennas and/or cable system services shall be provided to the Subdivision pursuant to the terms of agreements between the Association and Developer, its affiliates, successors or assigns. Notwithstanding the foregoing, Developer, its affiliates, successors or assigns owning such telephone, master television antennas and/or cable system facilities, or any of them, shall have the right, but not the obligation, to convey at any time all or any part of such facilities to either the Association as a portion of the Common Areas or to a municipality, public authority, governmental agency, public service district or a public or private utility.

Section 2.5. Developer's Right to Establish Private, Semi-Private or Public Clubs and Facilities. The Developer reserves the right of, and nothing herein contained shall prohibit the Developer from, establishing and/or operating on any portion of the Recreational Amenities, private, semi-private or public clubs and facilities including, but not limited to, golf clubs upon whatever terms and conditions the Developer may in its sole discretion establish and amend from time to time. No Unit Owner or other party shall have any interest or right in such clubs or facilities unless

expressly granted to such Unit Owner or other party by the Developer.

Section 2.6. Interest Subject to Plan of Development. Every purchaser of a Unit or any portion of the Subdivision shall purchase such Unit or other Property, and every mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of Developer's plan of development as set forth herein, and Developer shall have and does hereby specifically reserve the right to add the Additional Property or any portion or portions thereof to the Subdivision as hereinabove provided, and, with respect to each Unit or other Property located within the Additional Property, to convey to the purchaser thereof the title to the Unit or other Property and its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions of the foregoing plan of development set forth in this Article may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

ARTICLE III
THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

Section 3.1. The Association. The Developer has established or will establish the Association for the purpose of exercising powers of maintaining and administering common facilities and providing common services, administering and enforcing covenants, conditions and restrictions contained herein, and levying, collecting and disbursing the Assessments and other charges herein created. Further, the Developer reserves the right to convey to the Association, and the Association shall accept, any or all of the Developer's rights and obligations set forth herein. The Association shall be authorized but not required to provide the following services:

(a) Clean-up, maintenance, repair, landscaping of, and management of plant and animal life in, all open spaces, lagoons, lakes, swales, ditches, pipes and other water courses or drainage ways, whether the same are within the Subdivision or in a reasonable proximity to the Subdivision such that their condition would affect the appearance of the Subdivision as a whole.

(b) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement any service provided by the State and local governments.

(c) To take any and all actions necessary to enforce all covenants and restrictions affecting the Subdivision and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Subdivision.

(d) To set up and operate the Architectural Review Board as provided for herein.

(e) To construct improvements on open spaces and common properties.

(f) To provide administrative services including, but not limited to, legal and accounting services as well as communication services informing members of activities, notice of meetings, referenda, etc.

(g) To provide liability and hazard insurance covering improvements and activities on the open spaces and the common properties, independently or in collaboration with the Developer.

(h) To provide directors and officers liability insurance for the Association and its duly elected Directors and Officers, if such insurance is available at reasonable expense.

(i) To provide for the construction, operation and maintenance of security gates and structures and/or systems, and to provide or cause to be provided security services.

(j) To take any and all actions necessary to enforce all covenants and restrictions affecting the

Subdivision and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Subdivision.

(k) To provide any and all services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this Declaration. Specifically the Association shall have the authority and right to provide for garbage collection and cable TV services for each unit within the Subdivision and to assess each unit for the cost thereof..

Section 3.2. Rules and Regulations. The Board of Directors of the Association may adopt from time to time reasonable rules and regulations governing the use of Common Areas, Recreational Amenities and Units.

Section 3.3. Membership. Every person or entity who is an Owner of any Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Unit.

Section 3.4. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners excepting the Developer. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership by Section 3.3 above. When more than one person holds such interest or interests in any Unit, the vote attributable to such Unit shall be exercised as such persons mutually determine, but in no event shall more than one vote be cast with respect to any such Unit. The owner of the Golf Course shall have the voting rights of fifty (50) Class A members.

Class B. The sole Class B member shall be the Developer. The Class B member shall be entitled to ten (10) votes for each Unit in which it holds either the interest required for membership under Section 3.3 above or (as to the Additional Property) the right to submit Units to this Declaration. The Class B membership shall cease and become converted to Class A membership upon the occurrence of the first of either of the following two events:

1. When the Developer has conveyed to others ninety percent (90%) of the planned Units in the Subdivision (Units shall include those Units contained in or situate on any Additional Property which Developer shall hereafter bring under the terms of this Declaration) or

2. December 31, 2010.

When a purchaser of a Unit takes title thereto from the Developer, such purchaser becomes a Class A member.

Section 3.5 Capital Contribution. The association shall collect a capital contribution equal to 1/6th of the aggregate annual assessment for each Unit as set forth in Article VI. Each Unit's share of said capital contribution shall be collected and transferred to the Association at the time of the closing of the initial sale of each Unit by the Developer. All sums paid as a capital contribution are in addition to and not in lieu of regular assessments for common expenses.

Section 3.6 Reserve Fund. The Association may establish and maintain reserves for the periodic maintenance, repair and replacement of all Common Areas which the Association is obligated to maintain. Such reserves shall be maintained out of the annual assessments described in Article VI hereof.

Section 3.7. Association May Require Single Property Management Firm. The Association may require any and all Multi-Family Associations established with respect to any portion of the subdivision to exclusively utilize the same property management firm as is utilized by the Association.

Section 3.8. Availability of Documents. The Association shall maintain current copies of this Declaration, all amendments thereto, the By-Laws of the Association and other rules concerning the Subdivision as well as its own books, records, and financial statements available for inspection by all Owners. All such documents shall be available upon reasonable notice and during normal business hours.

BOOK 2117 PAGE 1372

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS

Section 4.1. Owners' Easements of Enjoyment. Subject to the provisions of Section 4.3 below, every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Unit.

Section 4.2. Title to Common Areas. The Developer hereby covenants for itself, its successors and assigns, that on or before December 31, 2010, it will convey to the Association, in such portions as may be convenient to the Developer, by limited warranty deed or deeds, fee simple title to the Common Areas, subject, however, to all liens and encumbrances of record and to the following covenant, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns:

"In order to preserve and enhance the property values and amenities of the Subdivision, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition by the Association and shall be operated in accordance with high standards."

This Section shall not be amended so as to eliminate or substantially impair the obligation for the maintenance and repair of the Common Areas. The Developer may also impose additional covenants on such Common Areas at the time of such conveyance(s).

Section 4.3. Extent of Owners' Easements. The rights and easements created hereby shall be subject to the following:

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

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

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

(d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Owner for any period during which any Assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(e) The rights of the Developer and the Association, as the case may be, to establish rules and regulations for the Subdivision and to prescribe assessment fees and charges from time to time.

(f) All easements and restrictions of record affecting title to or use of any Common Areas.

Section 4.5. Delegation of Owner's Rights; Owner's Responsibility for Acts of Others. Any Owner may delegate, in accordance with the By-Laws and Rules and Regulations of the Association and in accordance with this Declaration and not otherwise, such Owner's right to enjoyment of the Common Areas, to such Owner's employees, tenants, family members, invitees or licensees. Any such obligation shall not, however, reduce or remove

such Owner's liability for the acts of such Owner's employees, tenants, family members, invitees or licensees, including any occupant of such Owner's Unit. Each Owner is responsible for the acts or omissions of such Owner's employees, tenants, family members, invitees or licensees, including those of any Occupant of such Owner's Unit. Any violations of the terms of this Declaration, the By-Laws or Rules and Regulations of the Association by such Owner's employees, tenants family members,
invitees, or licensees may be enforced against such Owner and such Owner's Unit to the same extent as if such Owner was the violating party.

Section 4.6. Additional Structures. Neither the Association nor any Owner or any group of Owners shall, without the prior written approval of Developer and the Architectural Review Board, erect, construct, alter or paint or otherwise locate, or permit the existence of, any structure, building, fence, wall, exterior lighting, landscaping or other improvement in the Common Areas, or change the appearance thereof.

Section 4.7. Access. All Owners, by accepting title to Units conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Units and acknowledge and agree that such access, ingress and egress shall be limited to roads, sidewalks, walkways, and trails located within the Subdivision from time to time, provided that pedestrian and
vehicular access to and from all Units shall be permitted at all times, subject to the rules and regulations provided for herein. There is reserved unto Developer, the Association and their respective successors and assigns the right and privilege, but not the obligation: (i) to maintain guarded or electronically monitored gates controlling vehicular access to and from the Subdivision; and (ii) to require payment of toll charges for use of roads within the Subdivision by permitted commercial traffic or by members of the general public, provided that in no event shall any such tolls be applicable to any Owner or his family, tenants or guests or to those individuals designated by Developer and their families and guests.

Section 4.8. Easements for Developer. During the period that Developer owns any Common Area, or owns any Unit primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Subdivision, Developer shall have an alienable and transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing or improving Units, any improvements to the Common Areas, the Multi-Family Areas and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Subdivision (including the Recreational Amenities and other portions of the Common Areas) as are contemplated by this Declaration or as Developer desires, in its sole discretion, including without limitation any improvements or changes permitted and described in this Declaration, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided that in no event shall Developer have the obligation to do any of the foregoing.

Section 4.9. Changes in Boundaries; Additions to Common Areas. Developer expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of the Common Areas and any Units, Recreational Amenities or Multi-Family Areas owned by Developer, including the realignment of boundaries between adjacent Units, Common Areas, and/or Multi-Family Areas owned by Developer, and including the right to change the location, boundaries or flow of any lakes, swales, ditches, pipes or other water courses. In addition, Developer reserves the right, but shall not have the obligation, to convey to the Association at any time, and from time to time, any portion of the Additional Property, such real property to be conveyed to the Association as an addition to Common Areas and subject to the other provisions set forth in this Declaration.

Section 4.10. Easements for Utilities. There is hereby reserved for the benefit of Developer, the Association and their respective successors and assigns the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any private or public authority, agency, public service district, public or private utility or other person upon, over, under and across: (i) all of the Common Areas; (ii) all portions of the Multi-Family Areas in which Units are not constructed or erected; (iii) an area across every Unit five (5') feet in width along the front and side boundary lines thereof, and ten (10') feet in width along the rear boundary lines thereof; for the purpose of installing, replacing, repairing, maintaining and using master television antennae and/or cable systems security and similar systems, and all utilities, including but not limited to storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Developer, its successors and assigns, or by the Board of Directors; provided, however, that for so long as Developer owns any portion

of the Common Areas, owns any Unit primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Subdivision, the Board of Directors must obtain the written consent of Developer prior to granting or accepting any such easements. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Subdivision so encumbered: (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities; (ii) to cut and remove any trees, bushes or shrubbery; (iii) to grade, excavate or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems.

Section 4.11. Easements for Walks, Trails and Signs. There is hereby reserved for the benefit of Developer, the Association and their respective successors and assigns the alienable, transferable and perpetual right and easement upon, over and across: (i) all portions of the Multi-Family Areas in which Units are not constructed or erected; and (ii) all other lands which may remain unimproved for the installation, maintenance and use of sidewalks, jogging trails, bicycle paths, signs of all kinds, lakes, lagoons, swales, ditches, other water courses, drainage ways, and related improvements.

Section 4.12. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its Directors, officers, agents and employees, including but not limited to any property manager employed by the Association and any employees of such manager, to enter upon any Unit, or Multi-Family Area or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, occupant or Multi-Family Association, or the Owner(s) of the Multi-Family Area affected, as the case may be. Any such entry and performance shall not be deemed a trespass.

Section 4.13. Sales Offices, Rental Offices, Property Management Offices and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Developer, its successors and assigns (including but not limited to those Designated Builders to whom the Developer may hereafter partially assign such rights), the perpetual, alienable and transferable right and easement in and to the Subdivision for the maintenance of signs, sales offices, rental offices, property management offices, construction offices, business offices and model or sample Units, together with such other facilities as in the sole opinion of Developer reasonably may be required, convenient or incidental to the completion, management, rental, improvement and/or sale of Units, Multi-Family Areas, Common Areas or the Additional Property. The Developer also reserves the right to grant to any builder or builders the right to operate and maintain builder sales offices at any location with the subdivision upon such terms and conditions as the Developer in the Developer's sole discretion may establish.

Section 4.14. Easements for Additional Property. There is hereby reserved in the Developer, its successors, assigns and successors in title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property, and as a burden upon the Subdivision, perpetual, non-exclusive rights and easements for: (i) pedestrian and vehicular access, ingress, egress and parking over, across, within and on all roads, sidewalks, trails, parking facilities and lagoons from time to time located on or within the Common Areas or within easements serving the Common Areas; (ii) the installation, maintenance, repair, replacement and use of security systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines; and (iii) drainage and discharge of surface water onto and across the Subdivision, provided that such drainage and discharge shall not materially damage or affect the Subdivision or any improvements from time to time located thereon.

Section 4.15. Maintenance Easement. Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any unimproved portions of any Unit, Multi-Family Area or Common Area for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, and the perpetual right and easement to maintain, repair, paint or clean any building or other structure situate thereon, and the right to landscape same, all so as to maintain reasonable standards of health, fire safety and appearance within the Subdivision; provided that such easements shall not impose any duty or obligation upon the Developer or the Association to perform any such actions. Furthermore,

there is hereby reserved for the benefit of the Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of Units, Multi-Family Areas or Common Areas which are located within twenty (20') feet from the water's edge of any lagoon, pond or other body of water within the Subdivision for the purpose of mowing such area and keeping same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such body of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

Section 4.16. Environmental Easement. There is hereby reserved for the benefit of the Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement on, over and across all unimproved portions of the Common Areas, Units and Multi-Family Areas for the purposes of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such easement to include without limitation the right to implement erosion control procedures and practices, the right to drain standing water and the right to dispense pesticides.

Section 4.17. Wells and Effluent. There is hereby reserved for the benefit of Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement: (i) to pump water from lagoons, ponds and other bodies of water located within the Subdivision for the purpose of irrigating any portions of the Subdivision, for fire control and for other purposes; (ii) to drill, install, locate, maintain and use wells, pumping stations, water towers, siltation basins and tanks and related water and sewer treatment facilities and systems within the Common Areas, including within any portion of the Recreational Amenities; or (iii) to spray or locate any treated sewage effluent within the Common Areas, including within any portion of the Recreational Amenities or upon any unimproved portions of any Unit, or Multi-Family Area.

Section 4.18. Conservation Easements. There is hereby reserved for the benefit of the Developer, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right, easement and restriction across those portions of Units, Multi-Family Areas and Common Areas shown as Conservation Easements on the Subdivision Plat, as follows;

(a) No construction of enclosed or covered structures any kind shall be allowed in such conservation easement areas;

(b) Such conservation easement areas shall be maintained in their natural state, but this restriction shall not prohibit or prevent the removal of trash, weeds, or dead or decaying or diseased vegetation, nor shall this restriction prohibit the Developer or the Association from utilizing such conservation easement areas for drainage or other utility purposes; and

(c) Such conservation easement shall also include the right to flood such conservation easement areas with water as a part of the maintenance, preservation or expansion of streams, lagoons, lakes and other bodies of water in the Subdivision or nearby.

The requirements of this Section 4.18 may be modified or released in whole or in part by the Developer at any time.

Section 4.19. No Partition. There shall be no judicial partition of the Subdivision or any part thereof, nor shall any person acquiring any interest in the Subdivision or any part thereof seek any such judicial partition unless the Subdivision has been removed from the provisions of this Declaration.

Section 4.20. South Carolina Jurisdiction. Notice is hereby given of the restriction that as to any portion of any Unit within the Subdivision which may contain submerged land, wetlands or other critical or environmentally fragile or sensitive areas, all activities on or over and all uses of such land or other areas are or may be subject to the jurisdiction of the State of South Carolina and various agencies of the United States of America. Any owner is liable to the extent of such owners ownership for any damages to, any inappropriate or unpermitted uses of, and any duties or responsibilities concerning any submerged land, coastal waters or other critical areas.

ARTICLE V
RIGHT OF ASSOCIATION TO ALTER, IMPROVE, MAINTAIN AND REPAIR COMMON AREAS AND PORTIONS OF UNITS

Section 5.1. Subject to the Developer's rights herein elsewhere provided, the Association shall have the right to make or cause to be made such alterations, modifications, improvements, repairs, maintenances and replacements to the Common Areas and the portions of Units set forth herein, and the cost thereof shall be assessed as Common Expenses and collected from the Owners prorata.

Section 5.2. Responsibilities of Owners and Multi-Family Associations. Unless specifically identified herein or in a Multi-Family Declaration as being the responsibility of the Association or a Multi-Family Association, all maintenance and repair of Units, together with all other improvements thereon or therein and all lawns, landscaping, irrigation, walks and drives and grounds on and within a Unit shall be the responsibility of the Owner(s) of such Unit. Unless otherwise provided in the appropriate Multi-Family Declaration, the maintenance and repair of all Common Areas or common elements located within Multi-Family areas (including all landscaping and grounds and all recreational facilities and other improvements located within such Multi-Family Area) shall be the sole responsibility of the appropriate Multi-Family Association. Developer shall be responsible for Developer-owned properties. Each Owner or Multi-Family Association shall be responsible for maintaining such Owner's Unit or Multi-Family Area, as the case may be, in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all buildings and other structures. All appurtenant lawns, trees, shrubs, hedges, grass, natural areas, and other landscaping shall be maintained by the Owner(s) thereof. As provided in Section 5.3(b) hereof, each Owner or Multi-Family Association shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner or Multi-Family Association, but which responsibility such Owner or Multi-Family Association fails or refuses to discharge. No Owner or Multi-Family Association shall: (i) decorate, change or otherwise alter the appearance of any portion of the exterior of a structure on any Unit or within a Multi-Family Area unless such decoration, change or alteration is first approved, in writing, by the Architectural Review Board as provided elsewhere herein (in accordance with the standards set forth in Section 7.2 hereof); or (ii) do any work which, in the reasonable opinion of the Architectural Review Board, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Review Board and the Owners of the Units directly affected thereby or benefitting from such easement or hereditament.

Section 5.3. Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of: (i) all roads, driveways, walks, trails, bicycle paths, lakes, swales, ditches, drainage ways and water courses of all kinds, lagoons, ponds, parking lots, parking areas, jogging paths, landscaped areas, irrigation systems, security systems, natural areas and other improvements situated within the Common Areas or within easements encumbering Units or Multi-Family Areas; (ii) such security systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Common Areas and which are not maintained by the Developer or a public authority, public service district, public or private utility or other person; and (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping situated within the Common Areas in the Subdivision as it may be constituted from time to time. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility of the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored or left in or upon any portion of the Common Areas or any other portion of the Subdivision. No diminution or abatement of Assessments or any dues or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that the Developer or the Board of Directors determines that: (i) any Owner or Multi-Family Association has failed or refused to discharge properly such Owner's obligations with regard to the maintenance, cleaning, repair, removal or replacement of items for which such Owner or Association is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair, removal or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or such Owner's family, tenants, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, the Developer or the Association, except in the event of an emergency situation, may give such Owner or Multi-Family Association written notice of the Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair, removal or replacement, at the sole cost and expense of such Owner or Multi-Family Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repair, removal or replacement deemed necessary. Except in the event of emergency situations, such Owner or Multi-Family Association, as the case may be, shall have thirty (30) days within which to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Multi-Family Association to comply with the provisions hereof after such notice, the Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or removal or replacement at the sole cost and expense of such Owner or Multi-Family Association, as the case may be, and said cost shall be added to and become a part of the Assessment to which such Owner and such Owner's Unit are subject and shall become a lien against such Unit, or, in the case of a Multi-Family Association, shall be added to and become a part of the Assessments for all Owners within such Multi-Family Association and shall become a lien against such Owners' Units. In the event that the Developer undertakes such maintenance, cleaning, repair, removal or replacement, the Association shall promptly reimburse the Developer for the Developer's costs and expenses.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Unit owned within the Subdivision, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges for uses and purposes set forth in Section 6.2 below, together with such reasonable reserves as the Association may deem necessary, and (2) special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs of collection, and reasonable attorney's fees for the collection thereof, shall be a charge on the Unit and shall be a continuing lien upon the Unit and improvements thereon against which each such Assessment is made. Each such Assessment, together with interest, costs of collection, and reasonable attorney's fees for the collection thereof (all of such Assessments, interests, costs and fees being herein referred to as the "Assessment" or "Assessments"), shall also be the personal obligation of the person who was the Owner of the Unit and improvements thereon at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but shall remain a lien as aforesaid.

Section 6.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners in the Subdivision (and their respective families, guests, tenants and invitees) and for the improvement, protection, replacement, operation, and maintenance of the Common Areas and the Recreational Amenities including reserves for the replacement of capital items and for the provision of various forms of insurance for the Association, its property (including the dedicated Common Areas and Recreational Amenities), members, directors, officers, employees and agents, and for the provision of necessary and reasonable services for and other expenses of the Association. The Association shall maintain a separate accounting for the cost of maintaining and operating the Recreational Amenities.

Section 6.3. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement within the Common Area, and/or the Recreational Amenities including fixtures and personal property related thereto.

BOOK 2117 PAGE 1368

Section 6.4. Notice and Quorum for Any Action Authorized Under Section 6.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3 above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6.5. Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate for all Units (whether improved or unimproved) and may be collected on a monthly, quarterly or annual basis, except that the Developer shall have the right, at its sole discretion, to create multi-family associations within the subdivision which will contain separate recreational amenities. In such case the Units within such multi-family associations will not have the right to use recreational amenities located on any Common Area owned by the Association. The assessments paid by all Units located in such multi-family associations will not include the costs of maintenance of the recreational amenities of the Association. Likewise, such multi-family Unit owners will not be required to pay any portion of any special assessment levied by the Association relating to the costs of construction repairs or maintenance of such recreational amenities.

Also, the owner of the golf course shall pay an assessment which equals fifty (50) times the rate of Unit owners who also pay for the costs of the recreational amenities; provided however, the golf course shall not pay assessments until the owner of the golf course is open for public play and provided further the owner of the golf course shall not be required to pay a one time capital contribution.

Section 6.6. Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for herein shall commence as to each Unit on the first day of the month following the conveyance of that Unit by the Developer to an Owner. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether
the Assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 6.7. Initial Assessment. At the time of the first sale of each Unit from the Developer to an Owner, there shall be assessed by the Association and collected from each Owner/purchaser an Initial Assessment equal to two months' Assessments for such Unit, as a Capital Contribution for the use and benefit of the Association. Such capital contribution shall not be considered as advance payment of regular Assessments.

Section 6.8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date a rate equal to the lesser of (a) eighteen percent (18%) per annum or (b) the maximum rate provided by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit (as in the foreclosure of a mortgage), or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Unit.

Section 6.9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Institutional Mortgage. Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of any first Institutional Mortgage or any deed or other proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 6.10. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from each and every Assessment, charge and lien created herein:

(a) The grantee(s) in conveyances made for the purposes of granting road, access, ingress, drainage, water, sewer, utility, cable television or security system easements, or other easements for common purposes.

(b) The Developer and Designated Builders as to any unsubdivided land and/or Units owned by the Developer or Designated Builders.

The assessments set forth herein shall not apply to conveyances from the Developer to any Designated Builder nor to conveyances from any Designated Builder to the Developer, neither of which conveyances shall be deemed to be a "sale" within the meaning of this Article. Any reconveyance from a Designated Builder to another party (other than the Developer) shall be deemed to be a "sale" within the meaning of this Article.

Section 6.11. Deficits. During the period when the Developer retains voting control over the Association, the Developer shall fund all operating deficits of the Association over and above assessments levied against Unit owners.

ARTICLE VII
USE RESTRICTIONS

Section 7.1. Conformity and Approval of Structures. No building, structure, fence, sidewalk, wall, drive, exterior lighting, painting, landscaping or other improvement shall be placed or altered on any Unit except in accordance with the provisions of this Declaration.

Section 7.2. Prior Review of All Plans. No building, structure, fence, sidewalk, wall, drive, exterior lighting, painting, landscaping, or other improvement, and no change in topography, vegetation cover, landscaping, grading, filling or any other item shall be commenced, erected or maintained upon any portion of the Subdivision, nor shall any exterior addition or change be made until the plans and specifications (including but not necessarily limited to all elevations, a complete landscaping plan for the Unit and a complete tree survey of the Unit) showing the grading, filling, nature, kind, size, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to the surrounding structures and topography by the Developer. Any change in exterior appearance of any building, structure, fence, sidewalk wall, drive, exterior lighting, painting or other improvement, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Provided, however, that upon the Developer's selling of not less than 3,650 of the Units in the Subdivision, this right of approval shall be transferred to an Architectural Review Board of the Association. Such Architectural Review Board shall be comprised of not less than three (3) representatives to be appointed by the Board of Directors of the Association; provided, further, that the Developer may transfer its rights of approval under this Declaration prior to its selling 3,650 of the Units in the Subdivision if it so chooses. The Developer or the Architectural Review Board shall require a minimum application fee of $50.00 with each request or submission of plans or specifications. The Architectural Review Board shall have the power and authority to adjust the application fee at any time.

In the event the Developer or the Architectural Review Board fails to approve or disapprove any request within thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed denied. Refusal or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in their sole and uncontrolled discretion the Developer or the Architectural Review Board may deem sufficient. Neither Developer nor any member of the Architectural Review Board shall be responsible or liable in any way for any defects in any plans or specifications approved by the Developer or the Architectural Review Board, nor for any structural defects in any work done according to such plans and specifications approved by the Developer or the Architectural Review Board. Further, neither Developer nor any member of the Architectural Control committee shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the

Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of any Unit agrees, that such Owner will not bring any action or suit against Developer, or any member of the Architectural Review Board, to recover for any such damage. No approval of plans, location or specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Developer, the Association nor the Architectural Review Board shall be responsible or liable for any defects in any plan or specification submitted, revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. Each Owner shall have sole responsibility for compliance with approved plans and shall hold the Architectural Review Board and the Developer harmless for any such failure to comply whether caused by the Owner's architect, builder or any other person or entity.

The Architectural Review Board shall have the right and authority to establish, amend and enforce architectural guidelines, rules and regulations, to aid the Architectural Review Board and Owners in establishing an orderly and efficient procedure for accomplishing its duties and powers hereunder.

Section 7.2 of this Declaration shall not apply to the Developer or to any Designated Builder (unless specified to the contrary by the Developer), but the Developer may from time to time impose additional or supplemental use restrictions upon any property in the Subdivision now or hereafter conveyed to or owned by a Designated Builder.

Section 7.3. Objectives of the Architectural Review Board. Architectural and design review shall be directed towards attaining the following objectives for the Subdivision:

(1) Preventing excessive or unsightly grading, grading not in conformity with the drainage plan for the Subdivision, indiscriminate earth moving or clearing of property, or removal of

trees and vegetation which could cause disruption of natural water courses, hinder proper drainage or scar natural land forms.

(2) Ensuring that the location and configuration of structures are visually harmonious with the terrain, with the vegetation of the residential Unit and with surrounding residential lots and structures, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.

(3) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and with development plans, officially approved by the owner, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.

(4) Ensuring that plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots and blend harmoniously with the natural landscape.

(5) Ensuring that any development structure, building or landscaping complies with the provisions of these covenants.

(6) Promoting building design and construction techniques that respond to energy consumption and environmental quality considerations such as heat loss, air emissions and run-off water quality.

(7) Ensuring that privacy needs of residents are protected to the maximum extent possible.

Section 7.4. Fences. No fences whatsoever shall be erected or allowed to remain in the Subdivision except privacy patio fences or walls approved by the Developer and the Architectural Review Board and set back from Unit lines at such distance as the Developer and the Architectural Review Board in their sole discretion may require,

or except those erected by the Developer in Common Areas. Said fences and patio fences shall be allowed only after obtaining prior written approval of the Developer and Architectural Review Board. Said fences shall be made of materials approved in advance by the Developer and Architectural Review Board and shall match or compliment the colors of the exterior on the principal house structure. No fences shall be permitted which obstruct the view of any stream or other body of water, golf courses or recreational amenity when viewed from inside any other Unit, or which interfere with the playing of golf on any nearby golf course or with the use of any Recreational Amenity.

Section 7.5. Residential Use of Units. Except for Units designated by the Developer for sales or commercial purposes or Recreational Amenities, all Units shall be used for single-family residential purposes exclusively. No structures, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Unit other than one (1) detached single-family dwelling (except as to Units devoted to Multi-Family use); provided, however, that nothing contained herein shall be construed to prevent the Developer from maintaining one or more model homes and/or sales offices in the Subdivision for the purpose of selling, leasing or managing Units or other property in or near the Subdivision. No accessory structures or outbuildings, whether or not attached to the principal residence (including but not necessarily limited to carports, dog houses, and the like) shall be constructed or allowed to remain on any Unit. Provided, however, that the Developer may construct attached storage compartments, screened-in rear porches, rear sun rooms, swimming pools and decks as an integral part of the principal residence. Provided, further, however, that an Owner, after application to and written approval by the Architectural Review Board, may construct attached storage compartments, screened-in rear porches and rear sun rooms as an integral part of the principal residence, if and only if such construction and improvement is consistent with the design of the principal residence and with the standards of construction prevailing in the Subdivision.

Section 7.6. Prohibition Against Business Activity. Except for Units designated by the Developer for commercial purposes or Recreational Amenities, no business activity, including but not limited to, rooming house, boarding house, gift shop, antique shop, professional office or beauty/barber shop or the like or any trade of any kind whatsoever shall be carried on upon or in any Unit. Provided, however, that nothing contained herein shall be construed so as to prohibit home occupations (i.e., any occupation on a Unit and clearly incidental thereto, carried on by a member of the family of the Owner, so long as no stock in trade is kept or commodities sold, and no mechanical equipment is used except such as is normally used for family, domestic, or household purposes, and so long as there is no exterior indication that the building is being used for any purpose other than a dwelling), or the construction of houses to be sold on said Units or the showing of said Unit for the purpose of selling or leasing Units in the Subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales or lease or management of Units in the Subdivision. No soil, earth or minerals shall be removed from any Unit for business or commercial purposes.

Section 7.7. Association Office. Nothing in this Declaration shall be construed to prohibit the Association from constructing, operating and maintaining a facility for use as its office and headquarters, for the benefit of the Association and its members, provided that such facility shall first be approved in all respects in writing by the Developer.

Section 7.8. Temporary Structures. No structure of a temporary character shall be placed or allowed to remain upon any Unit at any time; provided, however, that this prohibition shall not apply to shelters approved by the Developer and used by a contractor during construction of a house, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or remain on the Unit after completion of construction. No trailer, mobile home, double-wide, park model trailer, motor home, tent, barn, camper, bus, tree house or other similar vehicle, out-building or structure shall be placed on any Unit or on any portion of the Common Areas at any time either temporarily or permanently.

Section 7.9. Mining and Drilling Prohibition. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Unit, and no derrick or other structure designed for use in boring for oil or natural gas shall be stored, erected, maintained or permitted in the Subdivision.

Section 7.10. Use and Height Restrictions. Except in Multi-Family Areas no structure shall be erected, placed or permitted to remain on any Unit in excess of three (3) stories in height, and in no instance shall any residence exceed thirty-five (35') feet in height above existing grade. For purposes of this section, the first parking level or deck underneath a building built at or above grade shall not be considered a story.

Section 7.11. Setbacks and Building Lines. No Unit or structure of any kind (except for air handlers, heat pumps, and related HVAC equipment) shall be erected on any Unit nearer than the building setback lines established by the Murrells Inlet Golf Plantation Planned Unit Development approved by Horry County which is incorporated herein by reference.

Each residential dwelling or other structure which shall be erected on any Unit shall be situated on such Unit in accordance with the building and setback requirements of any applicable zoning ordinances. However, in each case individual setbacks and sidelines must be approved by the Architectural Review Board for aesthetic value and the Architectural Review Board may require a more stringent setback so long as the required setback does not violate the setback requirements of Horry County. The Architectural Review Board shall have the power and authority to promulgate and publish setback requirements for each Unit. In certain cases, the Architectural Review Board may require an Owner to seek a variance from any applicable zoning ordinances if necessary to protect important trees, vistas or to preserve aesthetic values.

Section 7.12. Timely Construction Progress. Once construction of improvements on a residence is started on any Unit, the improvements must be substantially completed within nine (9) months from commencement of construction and all landscaping must be completed within thirty (30) days after completion of the improvements or residence. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight (48) hours.

Section 7.13. Material Restriction. All structures constructed or placed on any Unit shall be built of substantially new material and no used structures shall be relocated or placed on any such Unit.

Section 7.14. Re-Building Requirement. Any dwelling or out-building on any Unit which may be destroyed in whole or in part by fire, windstorm or any other cause or act of God must be rebuilt, or all debris removed and the Unit restored to a natural condition, with reasonable promptness, provided, however, that in no event may such debris remain longer than one (1) month, or, if necessary for the settlement of insurance claims, three (3) months.

Section 7.15. Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of the Subdivision shall be made without the prior written approval of the Developer nor shall any fill be used to extend any property beyond any boundary line of any state or federal wetlands.

Section 7.16. Tree Removal. No trees or bushes of any kind having a diameter of six (6") inches or more (measured from a point two (2') feet above the ground level) shall be removed from any Unit without the express written authorization of the Developer and the Architectural Review Board. The Developer and the Architectural Review Board shall further have the authority to require any owner removing a tree in violation of this clause to replace same at such owner's cost. The Developer and the Architectural Review Board shall have the right to have specimen trees preserved and to have site planning and plans approval provide for their preservation.

Section 7.17. Clotheslines. No clothesline or drying yards shall be located upon the premises so as to be visible from any Common Area or other Units.

Section 7.18. Water Systems. No individual water supply system shall be permitted upon any Unit with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved in writing in all respects, including the pump and the covering or screen thereof and method of operation by the Developer, its successors or assigns, prior to installation.

Section 7.19. Sewer System. No surface toilets or septic tanks are permitted on any Unit (other than those utilized by the Developer or by those contractors involved in the actual construction of improvements on any Unit). A purchaser of a Unit assumes responsibility for attaching plumbing fixtures, dishwashers, toilets and sewage disposal system to the central sewer system of the Subdivision, including all fees associated therewith.

Section 7.20. Garbage Disposal. Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the Developer and the Architectural Review

Board, which receptacles shall be visible from the streets on garbage pickup days only. No garbage or trash incinerator shall be permitted. No burning, burying or other disposal of garbage or trash on any Unit or within the Subdivision shall be permitted. The provisions of this Section 7.20 shall not apply to the Developer.

Section 7.21. Sign Controls. Signs are prohibited on or in any Unit with the following exceptions:

(a) Address numerals or letters not to exceed four (4") inches in height.

(b) Nothing herein contained shall prevent or restrict the Developer from creating and maintaining sales, rental, management or marketing signs in Common Areas or on any other property owned by the Developer.

The Developer and/or the Architectural Review Board may require a uniform size, style and color for all allowable signs in the Subdivision.

Section 7.22. Natural Buffer Zone. No Unit Owner and no Unit Owner's family, guests, tenants, agents or employees shall disturb any natural buffer zone in any manner and/or for any reason. Owners of Units adjoining a natural buffer zone shall be responsible for advising their contractor or subcontractors of the natural buffer zone and will ensure no encroachment or clearing of said area. If a natural buffer zone is disturbed, the Unit Owner responsible will be required to pay all costs incurred by the Developer and/or the Association as a result of its attempt to restore the area to its natural state.

Section 7.23. Exclusion of Above Ground Utilities. All electrical service, wires, pipes, lines, telephone, cable television (CATV) lines, security system lines and utility services of any type shall be placed in appropriate conduit underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the Subdivision except those master facilities approved by the Developer. Provided, however, that the normal service pedestals, etc., used in conjunction with such underground utilities shall be permitted within the Subdivision. Overhead utilities shall be permitted during the construction period and until utility companies can place them underground.

Section 7.24. Communication System. There shall not be permitted or maintained any type of radio or communications system antenna (other than normal receive-only radio antennae) or satellite dish larger than 24" in diameter on any exterior portion of a dwelling or on any Unit, nor shall any such antenna or satellite disc be maintained inside a Unit, except that such antenna or satellite disc may be maintained within the Living Space of a Unit.

Section 7.25. Parking; Certain Vehicles Prohibited From Units. Two off-street parking spaces shall be provided by the Owner for the parking of automobiles or other vehicles owned by such Owner, such Owner's guests, invitees or tenants, and such Owner agrees not to park any automobile or other vehicles (including golf carts) or those of such Owner's guests on the streets or Common Areas in the Subdivision (except in designated guest parking areas). Parking shall only be allowed on designated paved parking areas, which shall not be changed in size or location without prior written approval of the Developer. No travel trailers or mobile homes, campers or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, motorcycles, trucks, or commercial vehicles, or boat trailers or boats shall be used, kept, stored or parked overnight, either on any Common Area (except from any common storage area so designated by the Developer), specifically including streets and guest parking areas, or any Unit. The Association shall have the right to have towed or otherwise removed any vehicle in violation of this Section 7.25, and shall charge the cost thereof to the Owner of the Unit involved, and shall have a lien for such cost against such Unit, enforceable in the same manner as an Assessment as provided herein.

Section 7.26. Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part thereof, shall be permitted to be parked or kept in the Subdivision. The Association shall have the right to have towed or otherwise removed any vehicle in violation of this Section 7.26, and shall charge the cost thereof to the Owner of the Unit involved, and shall have a lien for such cost against such Unit, enforceable in the same manner as an Assessment as provided herein.

Section 7.27. Motorcycles. Motorcycles are permitted within the Subdivision unless they are, or create, a nuisance.

Section 7.28. Mail Receptacles. The placement, design, type, color and lettering of any mailbox or delivery receptacles and the support thereof must be approved by the Developer and the Architectural Review Board, together with property identification markers. Typical designs will be supplied by the Developer or the Architectural Review Board upon request. Every Owner shall promptly comply with the requirements of any governmental agency concerning the establishment of street addresses and the display of street addresses.

Section 7.29. Pets. No animals, livestock, birds, or fowl shall be kept or maintained on any part of the Subdivision except dogs, cats, pet fish and birds which may be kept thereon in reasonable numbers (not to exceed three) as pets for the pleasure and use of the property Owner but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the Owner's residence on a Unit and must not become a nuisance to other residents by barking or other acts. Non-owners (e.g. renters or lessees) may not keep any pets, without prior written approval of the Owner, said approval to be filed with the Association. In such event the Owner shall be responsible for all damages caused by such pets, and such damages may be collectible by the Association against the Owner's Unit in the same manner as an Assessment as provided herein.

Section 7.30. Perimeter Access. There shall be no access to any Unit on the perimeter of the Subdivision except from designated roads within the Subdivision, provided, however, that Developer reserves the right to construct and operate temporary construction roads during the construction and development period.

Section 7.31. Prohibition of Open Outdoor Storage. No materials of any kind shall be stored on a Unit other than in an approved enclosed structure, which shall be attached to the principal dwelling. Firewood and bicycles may be stored outside in side or rear yards only, provided they are not visible from any Common Area, easement, street or Recreational Amenity area.

Section 7.32. Nuisances. No noxious or offensive activity shall be carried on upon a Unit or in any Unit, nor shall anything be done thereon or therein tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, including Common Areas, other homesites, easement areas or residences. No trash, leaves or rubbish may be burned on any Unit or within the Subdivision (other than as needed by the Developer or by those contractors involved in the actual construction of improvements on any Unit) nor shall there be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly,
unpleasant, unhealthy or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owner thereof.

Section 7.33. Landscaping. The Developer reserves the right to restrict the placement of landscaping, fences or other impediments to the enjoyment of views, of natural areas or of street intersections, and to remove or require an Owner to remove such items as shall obstruct such views.

Section 7.34. Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Owner's Unit, including but not limited to its proximity to any other recreational facility or Common Area or the ponds, streams, marshes, ditches and other bodies of water or water courses in or near the Subdivision. Specifically, the Developer does hereby disclaim any and all liability for any property damage or personal injury resulting from activities associated with the playing of golf or from proximity to or erosion along the bank of the ponds, ditches, or bodies of water or watercourses located in or near the Subdivision.

Section 7.35. Additional Restrictions for Units Fronting on Bodies of Water, Water Courses.

(a) No foliage or vegetation on bodies of water or water courses shall be removed or altered without permission of the Developer and the Architectural Review Board.

(b) The Association may maintain and mow the area adjoining bodies of water or water courses even though such area may be owned by the Developer, a Unit owner or others.

(c) No dock, pier, landing, wharf or other structure shall be constructed, placed or allowed to remain on any body of water, water course without the approval of the Developer, the Architectural Review Board, the Association and, in appropriate cases, governmental entities having jurisdiction. In order to obtain such approval, it will be necessary to submit plans specifying the location, color, height, finish and other details of such proposed facility. Developer also reserves the right to require uniformity of design and to submit approved designs for docks, piers, landings, wharfs or other structures. The Architectural Review Board has the right to disapprove such plans on any grounds including but not limited to aesthetic considerations. Any approved dock, pier, landing, wharf or other structure must be well maintained by the Owner and, if not maintained as required, enforcement of this requirement may be enforced as provided herein in cases of violations of these covenants.

(d) The Association shall have the authority, subject to the approval of the Developer and the Architectural Review Board, to build bridges and walkways around the bodies of water, water courses, or on any Common Area.

(e) No water vehicles shall be permitted in any body of water or water course without approval of the Developer, the Association and, if applicable, the owner of such body of water or water course. In no event shall the granting of any such approval impose any liability of any kind upon the party granting such approval.

(f) No waste, garbage, or waste waters are to be discharged, dumped or otherwise placed or allowed to remain in or near any body of water or water course in the Subdivision.

(g) Fishing will be allowed in accordance with such rules as may be established by the Association and in accordance with applicable state and local laws.

(h) The Association shall have the authority to establish and enforce regulations governing bodies of water, water courses and other Common Areas and to impose fines for the violation of such regulations.

(i) The bodies of water and water courses within the Subdivision are not designed for boating, swimming or bathing purposes and the same is prohibited.

(j) No water may be withdrawn from any body of water or water course for any reason.

(k) No insecticides, pesticides and/or other hazardous materials may be used on any property without the prior written approval of the Developers and the Association within twenty-five (25') feet of any body of water or water course. In no event shall the granting of such approval impose any liability of any kind upon the party granting such approval. Any such use shall be only in strict compliance with all applicable governmental regulations and with safe practices.

(l) The Developer shall be exempt from any restriction imposed under this Section 7.35.

Section 7.36. Traffic Regulations. Traffic regulations on all roads and streets within the Subdivision will be enforced under South Carolina law. A speed limit of 25 MPH is established on all roads and streets and all traffic control signs, including but not limited to speed limit, stop, directional and no parking signs will be enforced.

Section 7.37. Special Restrictions Affecting Golf Fairway Residential Areas.

(a) Golf Fairway Defined. "Golf Fairway Residential Areas" is defined as all those residential lots or tracts or blocks of land intended for residential development located adjacent to any golf course located in the Subdivision.

(b) Landscape Requirements. That portion of any Golf Fairway residential lot or residential tract within twenty (20) feet of the Lot or tract line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual Lot or tract landscaping plans must be approved by the Architectural Review Board before implementation.

(c) Golf Course Maintenance Easement. There is reserved to the Developer a "Golf Course Maintenance Easement Area" on each Lot or tract adjacent to any golf course located in the Subdivision. This reserved easement shall permit the Developer at its election, to go onto any Golf Course Maintenance Easement Area for the purpose of landscaping or maintaining said area. Such maintenance and landscaping may include regular removal of underbrush, trees less than five (5") inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such Lots within twenty (20') feet of the Lot line(s) or tract line bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area". The described maintenance and landscaping rights shall apply to the entire Lot or tract until there has been filed with the Developer a landscaping plan for such Lot or tract by the Owner thereof, or alternatively, a residence constructed on the Lot or Dwelling Units constructed on the tract. The Developer reserves the right to waive the easement herein reserved in whole or in part in its sole discretion.

(d) Permissive Easement Prior to Dwelling Construction. Until such time as a residence is constructed on a Lot, the Developer and the Association reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and play being deemed a trespass. After a Dwelling Unit is constructed, such easement shall be limited to that portion of the Lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Golfers or caddies shall not be entitled to enter any such Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot, or in any way commit a nuisance while on such Lot. After construction of a Dwelling Unit on a Golf Fairway Lot, "Out of Bounds" markers may be placed on said Lot at the expense of the Developer.

(e) Distracting Activity Prohibited. Owners of Golf Fairway Lots or Dwelling Units adjacent to golf fairways shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a Lot or residential tract adjacent to the golf course when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the Lot or residential tract adjacent to the golf course under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

(f) Reserved Approval Rights. Notwithstanding the provisions of this section, the Developer hereby reserves the right to allow an Owner to construct a dwelling over a portion of the "Golf Course Maintenance Easement Area" in those cases where it, in its uncontrolled discretion, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

Section 7.38. Encroachments. No person shall alter in any way any Common Area except with the written permission of the Association provided that such activity is required for the benefit of the Association or the Subdivision as a whole.

Section 7.39. Subdivision of Unit; Easements and Encroachments. No Unit shall be subdivided except as hereinafter provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established. Provided, however, if any portion of any Common Area unintentionally encroaches upon a Unit or any part thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of improvements to a Unit or Units unintentionally encroaches upon a Unit or any portion thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any improvement or part thereof is partially or totally destroyed and then rebuilt, any encroachment of any Common Area upon a Unit or Units or encroachment of a Unit or Units upon any Common Area or upon an adjoining Unit or Units resulting because of such rebuilding, shall be permitted, and a valid easement shall exist for the maintenance of such encroachments so long as the same stand. Such encroachments and easements shall not be considered or determined to be encumbrances either on any Common Area or any Unit or Units, and no Owner shall be entitled to damages or injunctive relief because of the construction, re-construction or maintenance thereof.

Section 7.40. Increased Size of Units. Unit or Units may be subdivided provided the effect is to increase the size of the adjoining Unit or Units. In such cases, the Developer may alter the building or set-back lines to conform. Should the Owner or Owners of any Units and/or portions of Units which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Developer is first had and obtained. In such instances, the adjoining Unit Owners, or other Owners in the Subdivision shall not have the right to pass on or interfere with such Unit rearrangement. Such rights shall be exclusively that of the Developer or any successors or assigns to whom the Developer may expressly have transferred such rights, but the Owner of any other Unit in the Subdivision (other than the Developer) does not solely, by virtue of such Owner's status as an Owner, become any such successor or assign.

Section 7.41. Alteration of Building Lines in the Best Interest of Development. Where because of size, natural terrain, or any other reason in the sole opinion of the Developer, it should be to the best interest of the Development of this Subdivision that the building lines of any Unit should be altered or changed, then Developer reserves unto itself, its successors and assigns, and no other, the right to change said lines to meet such conditions. The Developer specifically reserves the right to transfer and assign this right of change of building lines to the Architectural Review Board herein established.

Section 7.42. Replatting of Units. No Unit shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any one or more Units owned by the Developer shown on the plat of said Subdivision prior to delivery of the deed therefor in order to create a modified building Unit or Units. The restrictions and covenants herein apply to each such building Unit so created or recreated.

Section 7.43. Minimum Building Area Requirements. The Living Space of the main structure on any Unit shall not be less than the minimums established by the Developer by separate supplement to this Declaration.

Section 7.44. Prohibition Against "Time Sharing" Use. No Unit or structure shall be "time shared", nor shall any Unit or structure be owned, used or operated in violation of the statutory provisions regulating Vacation Time Sharing Plans, S. C. Code Ann. § 27-32-10 et seq. (1989 Supp.), as the same may be amended from time to time, nor shall any Unit or structure be owned, used or operated so as to constitute such Unit or structure as a "time sharing unit" required to be registered within the meaning of such statutory provisions without the express written permission of the Developer. The Developer intends to permit timesharing in certain of the multi-family areas within the subdivision.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1. Enforcement. The Developer, the Association, and any Owner shall have the right to enforce, by any proceedings at law or in equity, all of the restrictions, conditions, covenants, easements, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration, or of any rules or regulations now or hereafter promulgated by the Association. Failure of the Developer, the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter. The Developer and the Association, as the case may be, shall have the right to establish, assess and collect reasonable fines and penalties for violations of this Declaration, which shall be liens against Units and improvements thereon in the same manner as Assessments as provided herein. Such fines shall not exceed $50.00 per violation per day.

Section 8.2. Severability. Invalidation of any covenants or restrictions or any term, phrase or clause of this Declaration by the adjudication of any court or tribunal shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 8.3. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the property constituting the Subdivision, and shall inure to the benefit of and be enforceable by the Developer, the Association, or any Owner for a period of twenty (20) years from the date hereof and thereafter shall continue automatically in effect for additional periods of twenty (20) years, unless otherwise agreed to in writing by the then Owners of at least Ninety (90%) percent of the Units.

Section 8.4. Assignment. The Developer shall have the right to assign, in whole or in part, to any one or more persons, firms, corporations, partnerships or associations any and all rights, powers, titles, easements and estates reserved or given to the Developer in this Declaration.

Section 8.5. Amendment.

(a) Amendments by Developer. For a period of fifteen (15) years from the date of recording of this Declaration, Developer may amend this Declaration in any particular by an instrument in writing recorded in the office of the Register of Deeds for Horry County, all without the approval of any Owner or Mortgagee; provided, however, that with the exception of the addition of any portion of the Additional Property to the terms of this Declaration: (i) in the event that such amendment materially (in the sole judgment of the Developer) alters or changes any Owner's right to the use and enjoyment of such Owner's Unit or Multi-Family Area, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; or (ii) in the event that such amendment would materially and adversely (in the sole judgment of the Developer) affect the security, title, and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected.

Any amendment made pursuant to this Section 8.5(a) shall be certified by Developer as having been duly approved by Developer and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Unit, agrees to be bound by such amendments as are permitted by this Section 8.5(a) and further agrees that, if requested to do so by Developer, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Subdivision, (A) if such amendment is necessary to bring any provision hereof or thereof into compliance with governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Units or Multi-Family Areas subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender, insurer or purchaser of mortgage loans, including for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, or Federal Housing Administration, to enable such lender or purchaser to make or purchase mortgage loans on any Unit, or other improvements subject to this Declaration, or (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Units or other improvements subject to this Declaration.

(b) Amendments by Association. Amendments to this Declaration, other than those authorized by Section 8.5(a) above, shall be proposed and adopted in the following manner:

(1) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(2) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by Owners holding at least three-quarters (3/4) of the total votes in the Association other than the Developer; provided, however: (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee; and (ii) during any period in which Developer owns a Unit primarily for the purpose of sale or has the option under this Declaration to add the Additional Property or any portion thereof to the Subdivision, such amendment must be approved by Developer.

(3) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

Section 8.6. Multiple Associations. So long as Developer, its successors or assigns, owns an unsold Unit in the Subdivision or any of the Additional Property, it shall have the right to merge the Association with other associations governing the use and control of other property in the Subdivision.

Section 8.7. No Dedication of Streets or Common Areas, Etc. Each of the streets in the Subdivision now or hereafter designated on any plat is a private street, and every park, stream, body of water, Common Area, recreational facility, and other amenity within the Subdivision is a private park, facility or amenity and neither the Developer's recording or any such plat nor any other act of the Developer with respect to the Property is, or is intended to be, or shall be construed, as a dedication to the public of any of said streets, parks, Common Areas, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated as parks is reserved to the Developer, its successors and assigns; to the persons who are, from time to time, members of the Association; to the members and Owners of any recreational facility; and to the residents, tenants and occupants of any multi-family residential buildings, and all other kinds of residential structures that may be erected within the boundaries of the Subdivision and to the invitees of all the aforementioned persons, the use of which shall be subject to such rules and regulations as may be prescribed by the Association, if the Association is the Owner of the facility or property involved. The Developer reserves the right to convey portions of the Common Areas such as streets, utility areas and drainage systems, to public or quasi-public bodies, in the sole discretion of the Developer.

Section 8.8. Time is of the Essence. It is agreed that time is of the essence with regard to the provisions of this Declaration.

Section 8.9. Remedies for Violation of Restrictions. Each Owner is and shall be responsible for the actions and omissions of such Owner's guests, invitees, tenants, or family members of such Owner, and such Owner's Unit shall be subject to the lien of an Association in favor the Association for all damages caused by such actions or omissions. In the event of a violation or breach of any of these restrictions by any Owner, or tenant, guests, invitees, family member or agent of such Owner, then the Owners of Units in the Subdivision, the Developer and the Association, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach. In addition to the foregoing, the Developer, its successors and assigns, shall have the right, whenever there shall have been built on any Unit in the Subdivision any structure which is in violation of these restrictions, to enter upon the Property where such violation exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have

been corrected by the Owner. The Association is hereby granted a perpetual easement across each Unit for the purpose of enforcing its rights under this Section, and any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should any person employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for counsel shall be paid by the Owner of such Unit or Units in breach thereof. The Developer herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself.

Section 8.10. Rule Against Perpetuities, Etc. In the event that any of the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina, and such provision shall be fully effective for said reduced period of time.

WITNESS the execution hereof this 31st day of JANUARY, 1999.

WITNESSES:

PLANTATION A.D., LLC
by Suntech Management, Inc., its Manager

By: _____, President
R. Scott Pyle, President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Plantation A.D., LLC, by its duly authorized Manager, sign, seal and as its act and deed deliver the within written Declaration of Covenants and Restrictions and that (s)he with the other witness subscribed above witnessed the execution hereof.

(witness)

SWORN TO before me this

5th day of FEBRUARY 1999.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 4/12/2005

DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT "A"

All of those four pieces or tracts of land located in Socastee Township West of McDowell Shortcut Road containing (a) 76.08 acres identified as "Reserved for Future Development-Parcel 1", (b) 192.52 acres identified as "Parcel G-1", (c) 9.07 acres identified as "clubhouse" and (d) 13.08 acres identified as "Reserved for Future Development-Parcel 4", all as more specifically shown and set forth on that certain Plat prepared by Atlantic Land Surveying Co., dated October 12, 1998, revised through January 13, 1999 and recorded in Plat Book 160 at page 79 in the Office of the Register of Deeds for Horry County which is by reference made a part of this description.

Parcel 1 = Pebble Creek

Parcel G-1 = Golf Course + Meadows + Highlands

Parcel 4 = Bally Castle

HORRY COUNTY ASSESSOR
194-00-02-009
Map Blk Parcel
2-9-99

G-1	192.52
Parcel 1	76.08
Parcel 2	50.18
Parcel 3	45.72
Parcel 4	13.08
Parcel 5	7.95
Parcel 6	56.45
Clubhouse	9.07
	451.05

DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT "B"

All of that certain piece parcel or lot of land containing 449.22 acres of land located west of McDowell Shortcut Road in Socastee Township as more particularly shown and set forth on that certain plat prepared by Atlantic Surveying Company for Plantation AD, LLC revised through January 13, 1999 which is recorded in Plat Book 160 at Page 79, in the Office of the Register of Deeds for Horry County, South Carolina which Plat is by reference made a part of this description.

This being the property conveyed to the grantor by Deeds from Murrells Inlet Golf Plantation, LLC, Seacoast Properties, Inc. and Fred B.Newby, as Trustee, recorded in Deed Book 1996 at Page 1108, Deed Book 1996 at Page 1101 and Deed Book 1996 at Page 1104 in the Office of Register of Deeds for Horry County.

ALSO INCLUDING:

All of those two pieces, parcels or tracts of land, situate, lying and being in Garden City, Horry County, South Carolina containing 5.42 and 9.79 acres, more or less, and being shown and described on that certain plat entitled "subdivision survey of 9.79 and 5.42 acre tracts" prepared for Suntech Management, Inc. dated October 21, 1998 and recorded October 22, 1998 in Plat Book 158 at page 155, in the Office of the Register of Deeds for Horry County, South Carolina, which is by reference made a part of this description.

Being the property conveyed to the grantor by deed from Kaminski 117 Limited Partnership recorded in the Deed Book _____ at Page _____ in the Office of the Register of Deeds for Horry County and from Stella Star Granger Vereen, et al, by deed recorded in Deed Book 2082 at Page 456 in the Office of the Register of Deeds for Horry County.

449 Acres includes Pebble Creek, Golf Course, Golf Club House, Bally Castle, Links, Meadows, Highlands, Cambridge, Villas, Glens

9.79 acres is the Grand Vistas; 5.42 acres is International Club Drive from Tournament to Villas

EXHIBIT "C"

548

BY-LAWS
OF
MURRELLS INLET GOLF PLANTATION ASSOCIATION, INC.

1. **INTRODUCTION**

These are the By-Laws of Murrells Inlet Golf Plantation Association, Inc., a non-profit corporation organized and existing under the laws of the State of South Carolina (hereinafter called "the Association"), which has been organized for the purpose of administering Murrells Inlet Golf Plantation subdivision ("the Subdivision"), a multi-phased residential planned community or subdivision. The Subdivision is identified by the name Murrells Inlet Golf Plantation as set forth in the attached Declaration of Covenants and Restrictions ("the Declaration"). Upon submission of the Additional Property, or any portion of the Additional Property, described in Exhibit "B" to the Declaration, these By-Laws become equally applicable to such Additional Property.

(a) The provisions of these By-Laws are applicable to any and all land subject to the Declaration, and the terms and provisions of these By-Laws are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Declaration.

(b) All present or future owners, co-owners, tenants, future tenants, and their employees, invitees, licensees, and any other person that might use the lands of the Subdivision, or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the Declaration, as either, or both, may be amended or supplemented from time to time.

(c) The office of the Association shall be at the subdivision, or such other place as the Board of Directors of the Association may designate from time to time.

(d) The fiscal year of the Association shall begin on January 1 and end on December 31 of each year, unless changed by the Board of Directors of the Association as herein provided.

(e) The seal of the Association shall bear the name of the Association and the word 'South Carolina".

(f) There shall be no dividends or profits paid to any members nor shall any part of the income of the Association be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements, such excess shall be applied against future expenses, etc. The Association shall not pay compensation to its members, directors or officers for services rendered. At any one time, the Board may retain one (1) management firm and employ a manager or one (1) management firm only, and may contract with said firm to provide management for the Association and its subordinate regimes, or Developer-owned/controlled property, to include, but not be limited to, the following services:

1. Financial services;

2. Administrative and clerical services; and

3. Maintenance services, to include providing of goods, materials, labor and equipment, personnel supervision, contract labor, landscaping, and security.

4. Repair of improvements and other portions of the Common Areas of the Subdivision.

5. Construction of improvements upon the Common Areas of the Subdivision.

Upon final dissolution and liquidation, the Association may make distribution to its members as is

permitted by law or any Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and the transfer of that membership as well as the number of members and their respective votes shall be in accordance with the terms and conditions of the Declaration.

2. **MEMBERSHIP, VOTING, QUORUM, PROXIES**

(a) All persons who are Owners as defined in the Declaration shall be members of this Association, provided, however, that no non-owner, tenant, sub-lessee, or assignee shall be a member, nor have voting rights in this Association. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one (1) vote be cast or more than one (1) office be held for each Unit, except for those voting rights granted to or reserved by the Developer in the Declaration. Such voting weight shall continue to be equal upon the addition of all or a portion of the Additional Property to the Subdivision, and each Unit therein shall have one (1) vote. Each Owner, by acceptance of a deed or other conveyance for a Unit, consents and agrees to the dilution of such Owner's voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this Declaration as provided herein. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership or more than one vote per Unit. Any membership shall automatically terminate when an Owner, as defined herein, is no longer seized and vested with title to any real property within the Subdivision, and membership and/or voting rights in the Association shall be limited to such Owners.

(b) Except as provided in the Declaration in the case of voting on capital Assessments, the quorum at members' meetings shall consist of persons entitled to cast one-fourth (1/4) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote of the Owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate or appropriate resolution signed by all of the Owners of the Unit and filed with the Secretary of the Association, and such certificate or resolution shall be valid until revoked by subsequent certificate or resolution. If such a certificate is not on file, the vote of such Owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

(d) Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of the meeting for which their use is sought.

(e) Approval or disapproval of an Owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who is authorized to cast the vote of such Owner at an Association meeting.

(f) Except where otherwise required under the provisions of the Certificate of Incorporation of the Association, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners holding at least a majority of the total votes cast at a meeting at which a quorum is present, shall be binding upon the members.

3. **ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP**

(a) The annual members' meeting shall be held at the office of the Association or such other place as may be designated by the Board of Directors, on the second Saturday in March of each year (or such other date as may be designated by the Board of Directors) for the purpose of transacting any business authorized to be transacted by the members.

(b) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from the members of the Association owning a majority of the outstanding votes.

(c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officers of the Association in the absence of said officers, to each member. Unless waived in writing, such notice shall be written or printed and state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him or her. If mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the member at such member's post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice; and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set forth in the Certificate of Incorporation, these By-Laws or the Declaration, then the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

(d) At meetings of the membership, the President shall preside or, in the absence of the President, the members present may select a chairman in the event that the Board does not designate an acting president or presiding officer for any such meeting.

(e) The order of business at annual members' meetings, and, as far as practical, at any other members' meeting, shall be:

i) Calling of the roll and certifying proxies
ii) Proof of notice of meeting or waiver of notice
iii) Reading of minutes
iv) Reports of officers
v) Reports of committees
vi) Unfinished business
vii) New business
viii) Adjournment

4. BOARD OF DIRECTORS

Section 1. Number. Until the first annual meeting of the members, the affairs of the Association shall be managed by a Board of two (2) directors selected by the Developer. Thereafter, the affairs of the Association shall be managed by a Board of not less than three (3) directors, who must either be members of the Association or be designated by the Developer.

Section 2. Term of Office. Until the first annual meeting of the members, the Board of Directors shall be designated by the Developer, in its sole discretion. At the first annual meeting the Developer shall select approximately one-third (1/3) of the directors for terms of one year each, approximately one third (1/3) of the directors for terms of two years each and approximately one-third (1/3) of the directors for terms of three (3) years each; and at each annual meeting thereafter the Owners holding at least a majority of the total votes cast at such meeting shall select approximately one-third (1/3) of the directors (whose terms are then expiring) for terms of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, such

director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of such director's predecessor.

In the event that the Developer in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by the Developer to serve on any Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person or persons so removed from said Board of Directors. The removal of any director and designation of such director's successor shall be effective immediately upon delivery of such written instrument by the Developer to any officer of the Association.

Section 4. Compensation. No director shall receive compensation for any service such director may render to the Association as a Director. However, a director may be hired to render services and every director shall be reimbursed for such director's actual expenses incurred in the performance of such director's duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting of the directors which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Nomination and Election of Directors

Section 6. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting, or by nominating committee appointed by the Board of Directors. Such nominations may be made by a member only. Nominees shall be members unless designees of the Developer.

Section 7. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, one (1) vote for each Unit owned (subject to any contrary provisions of the Declaration). The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Meetings of Directors

Section 8. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director mailed or presented personally to such director within such time.

Section 10. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

If any director's meeting cannot be organized because a quorum has not attended, or because the greater percentage of the directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration, the directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Powers and Duties of the Board of Directors

Section 11. Powers. The Board of Directors shall manage and direct the affairs of the Association and may exercise all of the powers of the Association subject only to approval by the Owners when such is specifically required by the Declaration or these By-Laws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration or these By-Laws, or as it may deem necessary or appropriate in the exercise of its powers. Without limiting the generality of the foregoing, the Board of Directors shall have full power:

(a) To prepare and adopt a budget; make, levy and collect Assessments against members and members' Units to defray the cost of the Common Areas and facilities of the Subdivision; and to use the proceeds of said Assessments in the exercise of the powers and duties granted unto the Association;

(b) To carry out the maintenance, care, upkeep, repair, replacement, operation, surveillance and management of the Common Areas, the Recreational Amenities and other services and facilities of the Subdivision;

(c) To carry out the reconstruction of improvements after casualty or other loss and make improvements to the Common Areas and other property, real and personal;

(d) To make and amend regulations governing the use of the Common Areas and Recreational Amenities of the Subdivision so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration;

(e) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Subdivision, as may be necessary or convenient in the operation and management of the Association;

(f) To enforce by legal means the provisions of the Certificate of Incorporation and By-Laws of the Association, the Declaration and the regulations hereinafter promulgated governing use of property in the Subdivision;

(g) To pay all taxes and Assessments which are liens against any part of the Subdivision other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;

(h) To carry insurance for the protection of the Subdivision, the members of the Association, the Board of Directors, and the Association against casualty, liability and other risks;

(i) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the Owners of the separate Units;

(j) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as to dismiss said personnel;

(k) To adopt and publish rules and regulations governing the use of the Common Areas, Recreational Amenities and other facilities of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(l) To suspend the voting rights and right to use of the Common Areas, Recreational Amenities and other facilities by a member during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(m) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Declaration and not reserved to the membership by other provisions of these By-Laws, or the

Certificate of Incorporation;

(n) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(o) To employ a manager, a managing agent, an independent contractor, or such other employees or agents as they deem necessary, and to prescribe their duties.

(p) To assess daily fines and to terminate cable television service to Owners for non-compliance with the Declaration or Bylaws.

Section 12. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association;

(c) Establish and maintain financial books and records;

(d) Establish the annual Assessment period and fix the amount of the annual Assessment against each member for each Unit owned, at least thirty (30) days in advance of each annual Assessment;

(e) Establish the initial deposit to be made by each member in order to bring such member s total Assessment deposit to the level required to meet such proportional share of the Common Expense;

(f) Send written notice of each Assessment to every Unit owner, at least thirty (30) days in advance of each annual Assessment period, and levy all such Assessments as liens;

(g) Collect Assessments at regular intervals as determined in its discretion;

(h) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(i) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made

by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(j) Procure and maintain liability and fire and other hazard insurance on property owned by the Association;

(k) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(l) Cause the Common Area and the Recreational Amenities to be maintained as hereinbefore provided;

(m) Have a management agent for any of the above; and

(n) Procure and maintain officers and directors liability insurance if the same is available at reasonable expense in the discretion of the Board of Directors.

(o) To establish a reserve account for the maintenance of capital improvements.

Section 13. Meeting Location. Notwithstanding anything contained in these By-Laws to the contrary any meeting of members or directors may be held at any place within or without the State of South Carolina.

Section 14. Actions Without Meetings. To the extent now or from time to time hereafter permitted by the law of South Carolina the directors may take action without holding a meeting, provided a record of any such action so taken, signed by each director, shall be retained in the Association's minute book and given equal dignity by all persons with the minutes of meetings duly called and held.

Section 15. Indemnity. The Association shall indemnify each director and officer, their heirs, executors and administrators, against all loss, damages, costs or expenses of any type reasonably incurred by him in connection with any action, suit, or proceeding to which they are made a party by reason of their being or having been a director or officer of the Association, except as to such matters wherein they shall be finally adjudged liable of gross negligence or willful misconduct. The Board may obtain for the Association directors and officers liability insurance coverage in such amounts as the Board deems necessary and appropriate.

5. OFFICERS

(a) The executive officers of the Association shall be the President and Secretary, who shall be Directors; a Vice President; and a Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. The Board of Directors may from time to time elect other officers and designate their powers and duties.

(b) The President shall be the chief executive officer of the Association. The President shall have all the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as the President may in the President's discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(c) Any Vice President, unless the majority may select a presiding officer, shall, in the absence or disability of the President, exercise the powers and perform the duties of President, and shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors

(d) The Secretary shall keep the minutes of all proceedings of the directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and directors, and other notices required by law. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the Assessment rolls and accounts of members, shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude contracting with a director for management of the Association.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth both in these By-Laws and in the Declaration, shall be supplemented by the following provisions:

BOOK 2117 PAGE 1390

(a) The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit; for each subordinate regime; and for Developer-owned property. Such an account shall designate the name and address of the Owner(s) or ownership/control entity, the amount of each Assessment against each category set forth immediately hereinabove, the dates and amount in which Assessments come due, the amounts paid upon the account and the balance due upon Assessments.

(b) The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:

i) Common Expense Budget, which shall include without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, repair and/or replacement of: (i) all buildings and other improvements located within the Association's Common Areas; (ii) all roads (not dedicated to the public), walks, trails, lagoons, ponds, parking lots, landscaped areas/natural areas and other improvements situated within the Common Areas or within easements encumbering Units or Multi-Family Areas; (iii) such security systems, utility lines, pipes, plumbing, wires, conduits, garbage collection and related systems which are a part of the service district, public or private utility or other person; (iv) all lawns, trees, shrubs, hedges, grass and other landscaping situated within the Subdivision (but not on Units) as it may be constituted from time to time and (v) Recreational Amenities; and

ii) Proposed Assessments against each member.

Copies of the proposed budget and proposed Assessments shall be transmitted to each member at least 60 days prior to the first day of the fiscal year for which the budget is made. If the budget is subsequently amended before the Assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such Assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and Assessments levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board of Directors at any time in their sole discretion to levy an additional Assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

(c) The Board of Directors shall determine the method of payment of such Assessments and the due dates thereof and shall notify the members thereof. The Assessments will initially be on a quarterly basis but may be put on a different basis by a vote of the majority of the Board of Directors.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(e) Fidelity bonds may be required by the Board of Directors for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

7. **PHYSICAL MANAGEMENT**

Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair and have jurisdiction over the standards of exterior maintenance over all portions of the Common Areas, Recreational Amenities, individual regimes, and all Units, which responsibility shall include the maintenance repair and/or replacement of: (i) all buildings and improvements located within the Association's Common Areas; (ii) all roads, walks, trails, lagoons, ponds, parking lots, landscaped areas, natural areas and other improvements situated within the Common Areas or within easements encumbering Units or Multi-Family Areas; (iii) such security systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility or other person; and (iv) all lawns, trees, shrubs, hedges, grass and other landscaping situated within the Subdivision (but not on Units) as it may be constituted from time to time, and (v) the Recreational Amenities.

The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is not that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored or left in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of Assessments or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under the Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments and charges being a separate and independent covenant on the part of each Owner.

In the event that the Developer or the Board of Directors determines that: (i) any Owner or Multi-Family Association has failed or refused to discharge properly such Owner's or Association's obligations with regard to the maintenance, cleaning, repair or replacement of items for which such Owner or Association is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or such Owner's family, tenants guests or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, the Developer or the Association, except in the event of an emergency situation, may give such Owner or Multi-Family Association written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repairs or replacement, at the sole cost and expense of such Owner or Multi-Family Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner or Multi-Family Association, as the case may be, shall have fifteen (15) days within which to complete the same in good and workmanlike manner, or if replacement is not capable of completion within said 15-day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Multi-Family Association to comply with the provisions hereof after such notice, the Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner or Multi-Family Association, as the case may be, and said cost shall be added to and become a part of the Assessment to which such Owner and such Owner's Unit are subject and shall become a lien against such Unit, or, in the case of a Multi-Family Association, shall be added to and become a part of the Assessments for all Owners within such Multi-Family Association and shall become a lien against such Owner's Units. In the event that Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Developer for Developer's costs and expenses.

8. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the statutes of the State of South Carolina.

9. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the directors, or by members of the Association holding a majority of the total votes in the Association, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments,

and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members.

(c) In order for such amendment or amendments to become effective, the same must be approved by Owners holding at least a majority of the total votes in the Association and, if the Developer owns any Unit in the Subdivision, by the Developer.

(d) Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws which shall abridge, amend or alter the right of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article 4 hereof, may be adopted or become effective without the prior written consent of the Developer, nor will any right of any Unit mortgagee be affected without the express written consent of said mortgagee(s).

(e) In the alternative, the Developer may amend these By-Laws in the manner provided in the Declaration for amendments to the Declaration by the Developer.

10. INSURANCE AND CASUALTY LOSSES

10.1 Insurance.

10.1.1 The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas and the Recreational Amenities against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation, to include anticipated costs of demolition and clearing prior to building, but subject to such deductible levels as are deemed reasonable by the Board or under the terms of any subordinated regime documents as they affect or control Multi-Family ownership) of any repair or reconstruction in the event of damage or destruction from any such hazard.

10.1.2 The Board or its duly authorized agents shall have the authority and shall obtain and continue in effect a public liability policy covering all the Common Areas and the Recreational Amenities and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

10.1.3 The Board or its duly authorized agents shall have the authority and may obtain: (i) worker's compensation insurance to the extent necessary to comply with any applicable law; and (ii) such other types and amounts or insurance as may be determined by the Board to be necessary or desirable.

10.1.4 All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law and reasonably obtainable, the Association shall be required to secure insurance policies with the provisions hereinafter set forth:

10.1.4.1 All polices shall be written with a company holding rating of A+10 or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible.

10.1.4.2 All property insurance policies shall be for the benefit of the Association, and/or its subordinate property regimes, Owners and Owner's Mortgagees, if applicable, as their interests may appear.

10.1.4.3 All policies shall contain a waiver of the insurer's right to cancel without first giving thirty

(30) days' prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

10.1.4.4 In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.

10.1.4.5 All polices shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners and their respective families, servants, agents, tenants, guest and invitees, including without limitation the Association's manager.

10.1.4.6 All policies shall contain a provision that no policy may be canceled, invalidated or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests and invitees, or on account of the acts of any director, officer, employee or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

10.1.5 It shall be the individual responsibility of each Owner at such Owner's own expense to provide, as such Owner sees fit, public liability, property damage, title and other insurance with respect to such Owner's own Unit. The Board of Directors may require all Owners, to include the Developer, and/or Multi-Family Associations, to carry public liability and property damage insurance on their respective properties and Units, and to furnish copies of certificates thereof to the Association.

10.2 **Damage to or Destruction of Common Areas and Recreational Amenities**. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas or Recreational Amenities covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction which, as used in this Article means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Within sixty (60) days following any damage or destruction of all or part of the insured property, the Association shall restore or replace such insured property including trees, shrubbery, lawns, landscaping, and vegetation. If the insurance proceeds for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special Assessment against all Owners, without the necessity of a vote of the members of the Association, such special Assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special Assessment shall be levied against the Owners equally in the same manner as annual Assessments are levied, and additional Assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such Assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and Assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

10.3 **Damage to or Destruction of Units or Multi-Family Areas**. In the event of damage or destruction by fire or other casualty to any Units or Multi-Family Areas, such Owner or Multi-Family Association shall, at its/their own expense, promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Unit or Multi-Family Area, in a clean, orderly, safe and sightly condition. Such other Owner or Multi-Family Association shall repair or rebuild such Unit or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions and provisions of the Declaration and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through, without interruption, diligently to conclusion.

11. CONDEMNATION

11.1 Whenever all or any part of the Common Areas or Recreational Amenities of the Subdivision shall be taken by condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five (75%) percent of the total vote of the Association and of the Developer (for so long as Developer owns any Unit primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision), then the award or the
proceeds collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

11.1.1 If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Developer (for so long as Developer owns any Unit primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision), together with at least seventy-five (75%) percent of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors, the Architectural Review Board, and by the Developer. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund established for such purpose, the Board of Directors may levy a special Assessment against all Owners, without the necessity of a vote of the Members, such special Assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such special Assessment shall be levied against the Owners equally in the same manner as annual Assessments are levied, and additional special Assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

11.1.2 If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are funds remaining after any such restoration or replacement of such improvements is completed, then the award, proceeds or net funds shall be retained by and for the benefit of the Association.

11.1.3 If the taking or sale in lieu thereof includes all or any part of a Unit or Multi-Family Area and includes any part of the Common Areas or Recreational Amenities, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Unit or Multi-Family Area; provided, however, such apportionment may instead be resolved by the agreement of: (i) the Board of Directors; (ii) the Owners of all Units and Multi-Family Areas wholly or partially taken or sold, together with the Mortgagees for such Unit or Multi-Family Area; and (iii) the Developer, for so long as the Developer owns any Unit primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision.

12. ASSESSMENTS

12.1 Purpose of Assessments. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. These Assessments are in addition to any charges or Assessments imposed by any Multi-Family Regime or ownership sub-structure situate within the Subdivision as it may be constituted from time to time.

12.2 Creation of Lien and Personal Obligation of Assessments. Each owner of a Unit by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual Assessments, such Assessments to be established and collected as provided in Paragraph 12.3 hereof; (b) special Assessments, such Assessments to be established and collected as provided in Paragraph 12.4 hereof; and (c) individual or specific Assessments against any particular Unit which are established pursuant to the terms of the Declaration, including but not limited to such fines as may be imposed against such Unit in accordance with the provisions of these By-Laws and of the Declaration. Any such Assessments, together with late charges in an amount to be determined by the Board, from time to time, together with interest, court costs and reasonable attorneys' fees incurred to enforce or collect such Assessments shall be an equitable charge and a continuing lien upon the Unit, the Owner of which is responsible for payment. Each Owner shall be personally liable

for Assessments coming due while such Owner is the Owner of a Unit, and such Owner's grantee shall take title to such Unit subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from such grantee's grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid Assessments shall not apply to the holder of any first priority institutional Mortgage or to the holder of any Mortgage securing a loan made by the Developer, its affiliates, successors or assigns, and who takes title to a Unit through foreclosure, or to any purchaser of such Unit at such foreclosure sale until title vests, at which time charges for Assessments shall apply as in the case of any other Owner. In the event of co-ownership of any Unit, all co-Owners shall be jointly and severally liable for the entire amount of such Assessments.

12.3 Computation of Annual Assessments. It shall be the duty of the Board at least thirty (30) days prior to the commencement of the Association's Assessment period to prepare and adopt a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution of reserve account if necessary for the capital needs of the Association. The total annual Assessments shall be divided among the Units with appropriate lesser amounts assessed against any Units not having the right to use the recreational amenities. Upon the addition of the Additional Property or any portion thereof to the Subdivision, Assessments shall continue to be equal and the Units being added to the Subdivision shall continue to be equal and the Units being added to the Subdivision shall thenceforth pay Assessments which are equal to those imposed upon Property and Units previously in the Subdivision. The Association's budget shall be revisable by the Board, without the necessity of approval by the Owners, to include Common Expenses and Assessments related to such additional Units. In the event the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual Assessment in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1957-59=100), or its successor index, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special Assessment as provided in Paragraph 12.5 hereof. The Common Expenses to be funded by the annual Assessments may include, but shall not necessarily be limited to, the following:

12.3.1 Management fees and expenses of administration including legal and accounting fees;

12.3.2 Utility charges for utilities serving the Common Areas and charges for other common services for the Subdivision, including trash collection and security services, if any such services or charges are provided or paid by the Association;

12.3.3 The cost of any policies of insurance purchased for the benefit of all Owners and the Association as required or permitted by the Declaration, including fire, flood and other hazard coverage, public liability coverage and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;

12.3.4 The expenses of maintenance, operation and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of the Declaration;

12.3.5 The expenses of maintenance, operation and repair of other amenities and facilities serving the Subdivision, the maintenance, operation and repair of which the Board from time to time determines to be in the best interest of the Association;

12.3.6 The expenses of the Architectural Review Board which are not defrayed by plan review charges;

12.3.7 The expense for conducting recreational, cultural or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;

12.3.8 Ad valorem real and personal property taxes assessed and levied against the Common Areas;

12.3.9 Such other expenses as may be determined from time to time by the Board of directors of

the Association to be Common Expenses, including without limitation taxes and governmental charges not separately assessed against Unit or Multi-Family Areas; and

12.3.10 The establishment and maintenance of a reasonable reserve fund or funds (A) for maintenance, repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be maintained, repaired or replaced on a periodic basis, (B) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (C) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

12.4 **Special Assessments**. In addition to the annual Assessments authorized above, the Association, acting through its Board of Directors, may levy, in any Assessment year, special Assessments for Common Expenses, applicable to that year only. The Board of Directors may make such special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special Assessments are to be prorated among the Units equally as provided with respect to annual Assessments.

12.5 **Individual Assessments**. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specially assessed against such Owners and their respective Units. The individual Assessments provided for in this Paragraph 12.5 shall be levied by the Board of Directors and the amount and due date of such Assessment so levied by the Board shall be as specified by the Board.

12.6 **Initial Assessment**. At the time of the first sale of each Unit from the Developer to an owner, there shall be assessed by the Association and collected from each Owner/purchaser an Capital Assessment of $100.00. for such Unit.

12.7 **Liens**. All sums assessed against any Unit pursuant to the Declaration, together with court costs, reasonable attorneys' fees, and late charges as provided herein, shall be secured by an equitable charge and continuing lien on such Unit in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Unit except only for: (1) liens of ad valorem taxes; and (ii) liens for all sums unpaid on a first priority institutional Mortgage or on any Mortgage to the Developer, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Assessments to the lien of such Mortgages shall only apply to such Assessments which have become due and payable prior to a foreclosure. All other person(s) acquiring liens or encumbrances on any Unit shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens and encumbrances.

12.8 **Effect of Nonpayment; Remedies of the Association**. Any Assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in such amount as may be determined by the Board from time to time. A lien and equitable charge as herein provided for each Assessment shall be attached simultaneously as the same shall become due and payable, and if an installment of an Assessment is not paid within thirty (30) days, the entire unpaid balance of the Assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board of Directors, all costs of collection (including reasonable attorneys' fees and court costs) and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association. Each Owner, by such Owner's acceptance of a deed or other conveyance to a Unit, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as the lien of a judgment or mortgage. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of such Owner's Unit, and an Owner shall remain

personally liable for Assessments, and late charges which accrue prior to a sale, transfer or other conveyance of such Owner's Unit.

In the event that any Unit is to be sold at the time when payment of any Assessment against the Owner of such Unit shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such purchase shall, after payment of those sums given priority hereunder or by law applied by the purchaser first to payment of any then delinquent Assessment or installment thereof due to Association before the payment of any proceeds of purchase to the Owner who is responsible for payment of such delinquent Assessment.

In any voluntary conveyance of any Unit (other than deed in lieu of foreclosure as set forth above), the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to collect any delinquent Assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking collection by foreclosure; nor shall proceeding by foreclosure be deemed to be an election precluding the institution of suit at law.

12.9 Certificate. The Treasurer, any Assistant Treasurer or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by the said Treasurer, Assistant Treasurer or manager of the Association setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, late charges and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

12.10 Date of Commencement of Annual Assessments. The annual Assessments provided for herein shall commence as to each Unit as set forth in the Declaration.

13. RULE MAKING

13.1 Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules an regulations concerning the use of Units, Multi-Family Areas and the Common Areas, Recreational Amenities and other facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation be specifically overruled, canceled or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association; provided that in the event of such vote, such action must also be approved by the Developer, for so long as the Developer owns any Unit or Units primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Subdivision.

13.2 Authority and Enforcement. Subject to the provisions hereof, upon the violation of the Declaration, the By-Laws or any rules and regulations duly adopted hereunder, including without limitation the failure to timely pay any Assessments, the Board shall have the power: (i) to impose reasonable monetary fines which shall constitute equitable charge and a continuing lien upon the Unit, the Owners, occupants or guests of which are guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; or (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the Recreational Amenities, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, or such Owner's family, guests or tenants. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

13.3 Procedure. Except with respect to the failure to pay Assessments, the Board shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner or other occupan· of the Subdivision for violations of the Declaration, By-Laws or any rules and
regulations for the Association, unless and until the following procedure is followed:

13.3.1 Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

13.3.1.1 The alleged violation;

13.3.1.2 The action required to abate the violation; and

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

13.3.2 Within two (2) months of such demand, if the violation continues past the period :llowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

13.3.2.1 The nature of the alleged violation;

13.3.2.2 The time and place of the hearing, which time shall be not less than ten (10) days f:om the giving of the notice;

13.3.2.3 An invitation to attend the hearing and produce any statement, evidence and witn:sses on such Owner's behalf; and

13.3.2.4 The proposed sanction to be imposed.

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

13.4 Enforcement. Each Owner shall comply strictly with the By-Laws and the publish:d rules and regulations of the Association adopted pursuant to the Declaration, as either of the same may be lawfully a:nended from time to time, and with the covenants, conditions, and restrictions set forth in the Declaration and in the deed or other instrument of conveyance to such Owner's Unit, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the Recreational Amenities, or for in:tituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by the Developer, the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Owner. Should the Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of the Declaration, the By-Laws and the rules and regulations of the Associa:tion are essential for the effectuation of the general plan of development contemplated by the Declaration and for the pr:tection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compen:ated by recovery of damages. The Developer and the Association may require, and each shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of the Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein

provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Developer or the Association for or on account of any failure to bring any action account of any violation or breach, or threatened violation or breach, by any person under the provisions of the Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

14. **DEFINITIONS**

All terms defined in the Declaration shall have the same meaning in these By-Laws as in the Declaration.

15. **CONFLICTS**

In the event of any conflict between the provisions of the Declaration and the provisions of these By-Laws, the provisions of the Declaration shall control.

DRAFT #1: 9/9/98
DRAFT #2: 9/10/98
FINAL DRAFT 12/23/98
FINAL DRAFT #2 1/14/99

mk:WORK\COVENANTS\MIGP1.RES

548

The State of South Carolina

Office of Secretary of State Jim Miles
Certificate of Existence, Non-Profit Corporation

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

INTERNATIONAL CLUB HOME OWNERS ASSOCIATION, A Non-Profit Corporation duly organized under the laws of the State of South Carolina on March 1st, 2001, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 29th day of April, 2002.

Jim Miles, Secretary of State

HORRY COUNTY ASSESSOR
194-00-02-113
Map Blk Parcel 5/10/00 PG

339820 351

FILED
HORRY COUNTY
2000 MAY -9 PM 4:33
R.M.C.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MURRELLS INLET GOLF PLANTATION (NOW INTERNATIONAL CLUB) AND SUBMISSION OF ADDITIONAL PROPERTY THERETO

WHEREAS Plantation A.D., LLC (the "Declarant") recorded the Declaration of Restrictive Covenants for Murrells Inlet Golf Plantation on February 8, 1999, in Deed Book 2117 at Page 1353 Horry County Records (the "Declaration"); and

WHEREAS the Declarant desires to amend the Declaration in certain particulars; and

WHEREAS the Declarant desires to add additional Property owned by it to the Declaration.

NOW THEREFORE the Declarant hereby amends the Declaration as follows:

1. The name "Murrells Inlet Golf Plantation" is hereby changed to International Club. Wherever the name "Murrells Inlet Golf Plantation" appears in the Declaration, it should now be read as "International Club". The Declaration shall now be referred to as the Declaration of Covenants and Restrictions for International Club.

2. The Property set forth and described in Exhibit A, which is attached hereto and incorporated herein by reference, is hereby subjected to the Declaration. Such Property (the "Multifamily Parcel") is being conveyed by the Declarant to International Club Villas, LLC, a South Carolina Limited Liability Company. The Declarant hereby grants to International Club Villas, LLC, all of its rights contained in the Declaration to develop the Multifamily Parcel and create thereon units and recreational amenities and subject such areas to Multifamily Associations.

3. There is no "Common Area" as such term is defined in the Declaration located in or on the Multifamily Parcel.

4. Section 3.7 of the Declaration is hereby deleted in its entirety. There shall be no restrictions on property management firms utilized to operate any Multifamily Association created on the Multifamily Parcel.

5. The owners of Dwelling Units within the Multifamily Parcel shall not have the right to use any Recreational Amenities, if any, owned by the International Club Homeowners Association, Inc. (the "Master Association"), nor will such owners be assessed any of the cost of operating, constructing, repairing, or replacing any such Recreational Amenities.

6. The Multifamily Association(s) created for units built on the Multifamily Parcel will provide that such Multifamily Association(s) collect and pay Master Association assessments from each Unit owner and remit them to the Master Association.

7. The Declarant hereby designates International Club Villas, LLC, as a Designated Builder as such term is used within the Declaration.

8. The necessary amounts to be assessed for Reserve Funds as set forth in Article III, Section 3.6 of the Declaration will be calculated separately for amounts necessary to maintain and care for the Recreational Common Areas and all other areas that the Association is required to maintain. The owners of property within the Multifamily parcel shall not be assessed for any portion of the Reserve Funds set aside for the maintance, repair or replacement of such Recreational Common Areas.

9. The Declarant hereby waives all easement rights reserved in Article IV, Sections 4.10, Section 4.11, Section 4.12, Section 4.16 and Section 4.17 of the Declaration.

10. The initial assessment required by Article VI, Section 6.7 shall not be due until the conveyance of completed dwelling units in the Multifamily Parcel to third party purchasers of such property.

11. The Declarant hereby waives the Architectural Controls set forth in the two numbered Sections 7.2 in Article VII and of Section 7.4 , Section 7.25 and Section 7.31 of the Declaration.

12. The Developer hereby waives its rights to enter into and /or maintain the Golf Course Easement Area as set forth in Article VII, Section 7.37 (c) of the Declaration.

IN WITNESS whereof Plantation, A.D. LLC has signed this Amendment this 15 day of May, 2000.

Kim H. Terrell

PLANTATION A.D. LLC
By: Suntech Management, Inc.
Its: Manager

By [signature], its Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness who after first duly sworn deposes and says that s/he saw the within-name Plantation A.D., LLC, by its manager, sign, seal and as its act and deed, deliver the within-written Amendment to Declaration for the uses and purposes therein mentioned, and that s/he together with the other witness whose signature appears above, witnessed the execution thereof.

Kim H. Terrell
WITNESS

SWORN TO BEFORE ME THIS
15th day of May, 2000.

(L.S.)
Notary Public for South Carolina
My commission expires _____

1454

Fs\elizabeth\BMP\amed-decl-plantADLLC

Jim Miles 4
SECRETARY OF STATE
FILED
MAR 0 1 2001
AM PM
7 8 9 10 11 12 1 2 3 4 5 6

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

552

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-31-202 of the South Carolina Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is International Club Home Owners Association

2. The initial registered office of the nonprofit corporation is 11883 Plaza Drive (Street Address)
Murrells Inlet (City) Horry (County) South Carolina (State) 29576 (Zip Code)

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

Ken Grover (Print Name)

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

X _____ (Agent's Signature)

3. Check "a", "b", or "c" whichever is applicable. Check only one box:

a. ☐ The nonprofit corporation is a public benefit corporation.

b. ☐ The nonprofit corporation is a religious corporation.

c. ☒ The nonprofit corporation is a mutual benefit corporation.

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

SEP 0 8 2008

SECRETARY OF STATE OF SOUTH CAROLINA

4. Check "a" or "b", whichever is applicable:

a. ☒ This corporation will have members.

b. ☐ This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is

11883 Plaza Drive (Street Address) Murrells Inlet (City) Horry (County) South Carolina (State) 29576 (Zip Code)

6. If this nonprofit corporation is either a public benefit or religious corporation (when box "a" or "b" of paragraph 3 is checked), complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.

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

International Club Home Owners Association
Name of Corporation

exclusively for such purposes.

[ ] Upon dissolution of the corporation, assets shall be distributed

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

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

b. [X] Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

back to the association

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

This organization is a Homeowners Association.

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

Name	Address	Zip Code
Ken Grover	11883 Plaza Drive Murrells Inlet	SC 29576

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

Name (Only if named in articles) — Signature of director

Name (Only if named in articles) — Signature of director

Name (Only if named in articles) — Signature of director

11. Each incorporator must sign the articles.

X _____
Signature of incorporator

Signature of incorporator

Signature of incorporator

Showing **1 - 5** of **5** **(0.016 seconds)**

Search Results

Searched for the name **'Sunbelt Homes'** in **108, 021, 069, 023, 024, 111, 028, 037, 038, 088, 072, 046, 041, 058, 060, 068, 001, 1, 501, 125, 128, 073, 062, 003, 010, 050, 048, 052, 032, 086, 087, 085, 004, 057, 020, 063, 043, 113, 082, 027, 055, 065, 067,** type documents from **'01/01/2002'** to **'2/26/2002'**

U = Unreleased

1

[row]	Status	PartyType	FullName ▲	CrossPartyName	RecordDate	Doc Type	Book Type	Book	Page	Legal	Instrument
1		To	SUNBELT HOMES OF MYRTLE BEACH INC	SUNBELT ASSOCIATES LLC	2/21/2002	001	D	2453	1465	LOT 7 PH 1-A PEBBLE CREEK INTNL CLUB SOC TS	2002100005437
2		To	SUNBELT HOMES OF MYRTLE BEACH INC	SUNBELT ASSOCIATES LLC	2/21/2002	001	D	2453	1461	LOT 5 PH 1-A PEBBLE CREEK INTRNL CLUB SOC TS	2002100005436
3		From	SUNBELT HOMES OF MYRTLE BEACH INC	WILLARD KENNETH B	2/7/2002	001	D	2450	1073	LOT 71 PH IA PEBBLE CREEK INRTNL CLUB SOC TS	2002100004122
4		To	SUNBELT HOMES OF MYRTLE BEACH INC	SUNBELT ASSOCIATES LLC A SC LLC	1/16/2002	001	D	2444	318	LT 39 PH 1-B PEBBLE CRK INTERNTL CLB SOC TS	2002100001640
5		To	SUNBELT HOMES OF MYRTLE BEACH INC	SUNBELT ASSOCIATES LLC A SC LLC	1/16/2002	001	D	2444	314	LOT 70 PH 1-A PEBBLE CREEK INTL CLUB SOC TS	2002100001639

1

513

Page 3790

FILED
HORRY COUNTY, S.C.
2003 APR 29 AM 11:35
BALLERY V. SKIPPER
REGISTRAR OF DEEDS

1555

DEED
2588 1441

HORRY COUNTY ASSESSOR
191-00-02-009
Map Blk Parcel
4.30-03

(Space above line reserved for recording data)

STATE OF SOUTH CAROLINA)
) **AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR INTERNATIONAL CLUB AND ASSIGNMENT OF DEVELOPER/DECLARANT RIGHTS**
COUNTY OF HORRY)

WHEREAS, Plantation A.D., LLC (the "Developer/Declarant") submitted certain property in Horry County, South Carolina to the Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation, dated January 31, 1999, and recorded February 8, 1999 in Deed Book 2117 at Page 1353, Horry County Records; and,

WHEREAS, by Amendment to Declaration of Covenants and restrictions for Murrells Inlet Golf Plantation (Now International Club) dated May 8, 2000 and recorded May 9, 2000 in Deed Book 2258 at Page 1453, Horry County records, Developer/Declarant changed the name of the subdivision subject to said Declaration to "International Club"; and,

WHEREAS, pursuant to Article VIII, Section 8.4 of said Declaration of Covenants and Restrictions, Developer/Declarant reserved the right to assign in whole or in part any and all rights, powers, titles, easements, and estates reserved or given to the Developer/Declarant under said Declaration of Covenants and Restrictions; and,

WHEREAS, under the terms of said Declaration of Covenants and Restrictions, Developer/Declarant reserved the right to incorporate within the land and to subject to the Declaration of Covenants and Restrictions additional parcels of land and Developer/Declarant has

decided not to proceed with this development, but instead desires to assign to D.R. Horton, Inc. all of its rights, title and interest in and to the Declaration of Covenants and Restrictions hereinabove referred to so that D.R. Horton, Inc. will be able to continue the development and incorporate the additional parcels under the Declaration of Covenants and Restrictions for International Club; and

WHEREAS, Developer/Declarant desires to assign in whole any and all rights, powers, titles, easements, and estates reserved or given to the Developer/Declarant under said Declaration of Covenants and Restrictions.

NOW, THEREFORE, that for and in consideration of the sum of Ten and No/100's ($10.00) Dollars, and other good and valuable consideration at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Plantation A.D., LLC does hereby grant, bargain, sell, assign, transfer and set over unto D.R. Horton, Inc., its successors and assigns, all its rights, powers, titles, easements, and estates reserved or given to the Developer/Declarant under the Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation n/k/a International Club, dated January 31, 1999, and recorded February 8,1999 in Deed Book 2117 at Page 1353, Horry County Records, as amended.

TOGETHER WITH all rights and obligations of the former Developer/Declarant in and to such status as "Developer" and/or "Declarant" under said Declaration of Covenants and Restrictions and all rights of Plantation A.D., LLC as Developer and /or Declarant shall henceforth cease and D.R. Horton, Inc. as Developer and/or Declarant shall be entitled to exercise all of the rights and powers of the "Developer" and/or "Declarant" under said Declaration of Covenants and Restrictions.

PROVIDED HOWEVER, that D.R. Horton, Inc. shall not have the right to annex, pursuant to the Declaration of Covenants and Conditions, property owned by Plantation A.D., LLC it successors or assigns, specifically the following described property: Tracts I-1b and J on that certain plat entitled "Subdivision Plat of Tracts '1-b', 'I-2' and 'J' at International Club P.U.D." said plat prepared for Plantation AD, LLC by Associated Land Surveyors dated April 27, 2000 and revised May 3, 2000 and recorded in the Office of the R.O.D. for Horry County on May 5, 2000 in Plat Book 169 at Page 116, unless the then current owner of said property consents to the annexation in writing.

AND D.R. Horton, Inc. acknowledges that Plantation A.D., LLC currently owns most of the roads and streets within the International Club P.U.D. and it is hereby agreed that Plantation A.D., LLC may at its option transfer title to said roads to the International Club Homeowner's Association or any successor property owner's association, at such time as Plantation, A.D., LLC deems appropriate.

AND Plantation A.D., LLC does hereby agree to indemnify and hold D.R. Horton, Inc. harmless from any and all loss or claim arising out of any failure of the Developer and/or Declarant to perform obligations of the Developer and/or Declarant incurred with respect to said Declaration of Covenants and Restrictions prior to the date hereof including without limitation obligations of the Developer and/or Declarant to purchasers of property within the subdivision established by said Declaration of Covenants and Restrictions or the association of property owners provided for therein or to perform the obligations imposed upon such Developer and/or Declarant by South Carolina law with respect to such regime.

TO HAVE AND TO HOLD the same unto D.R. Horton, Inc. its successors and assigns forever.

IN WITNESS WHEREOF, Plantation A.D., LLC and D.R. Horton, Inc., by their duly authorized officers, have executed this Assignment, this 25th day of April, 2003.

IN THE PRESENCE OF:

PLANTATION A.D., LLC
By: ABD Development, Inc., Its Authorized Member

BY: _____, President
R. Scott Pyle, President

D.R. HORTON, INC.

By: _____
Brian Gardner
Its: Division President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

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

I, the undersigned, a Notary Public for South Carolina, do hereby certify that R. Scott Pyle, President of ABD Development, Inc. as authorized member of Plantation A.D., LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said Company.

Witness my hand and official seal this 25th day of April, 2003.

_____ (L.S.)
Notary Public in and for S.C.

My Commission Expires: 10/4/03

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

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

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Brian Gardner, as Division President of D.R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said Corporation.

Witness my hand and official seal this 25th day of April 2003.

_____ (L.S.)
Notary Public in and for SC

My Commission Expires: 10/14/03

F:\tracy\Real Estate\DR Horton\International Club\Assignofdecrights.frm

14664

773645

FILED
HORRY COUNTY, S.C.
2003 APR 29 AM 11:33 ✓
BALLERY V. SKIPPER
REGISTRAR OF DEEDS

1556

STATE 9035.00 COUNTY 3822.50

EXEMPT YES (NO)

ASSESSOR

(Space above line reserved for recording data)

The State of South Carolina) TITLE TO REAL ESTATE
County Horry) (SPECIAL WARRANTY)

KNOW ALL MEN BY THESE PRESENTS, that **Plantation A.D., LLC** (hereinafter "Grantor") in consideration of **THREE MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS and 00/100 ($3,475,000.00)**, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto **D.R. Horton, Inc., (hereinafter "Grantee") its heirs, successors and assigns forever, the following described property to wit:**

Links, Highlands, Glens

ALL AND SINGULAR, all those certain pieces, parcels and tracts of land located in Horry County, South Carolina and designated as Tract 2 and Tract 3 and containing 50.06 and 35.26 and 8.74 acres as shown on that certain plat entitled "Tract 2 & Tract 3 Totaling 94.06 Acres" said plat prepared for IC Properties, LLC by Associated Land Surveyors dated September 4, 2002 and recorded in the Office of the R.O.D. for Horry County on April 29, 2003 in Plat Book 189 at Page 154 which Plat is by reference made a part and parcel of this description.

THIS BEING a portion of the property conveyed to the Grantor herein by deed of Murrells Inlet Golf Plantation, LLC dated December 4, 1997 and recorded December 5, 1997 in Deed Book 1996 at Page 1108 and by deed of Fred B. Newby, as Trustee, dated December 4, 1997 and recorded December 5, 1997 in Deed Book 1996 at Page 1104 all in the Office of the R.O.D. for Horry County.

TMS# 194-00-02-009

HORRY COUNTY ASSESSOR
NEW PARCEL 194-00-02-175
SPLIT FROM 194-00-02-009
Map Blk Parcel 43003

AND

ALL AND SINGULAR, all that certain piece, parcel and tract of land located in Horry County, South Carolina and designated as Tract 'I-2' and containing 3.88 acres as shown on that certain plat entitled "Subdivision Plat of Tracts '1-b', 'I-2' and 'J' at International Club P.U.D." said plat prepared for

I2 - Grand Vistas

DEED
2588 1437

1437

Plantation AD, LLC by Associated Land Surveyors dated April 27, 2000 and revised May 3, 2000 and recorded in the Office of the R.O.D. for Horry County on May 5, 2000 in Plat Book 169 at Page 116 which Plat is by reference made a part and parcel of this description.

THIS BEING a portion of the property conveyed to the Grantor herein by deed of Fred B. Newby, as Trustee, dated December 4, 1997 and recorded December 5, 1997 in Deed Book 1996 at Page 1104 all in the Office of the R.O.D. for Horry County.

HORRY COUNTY ASSESSOR
TMS# 194-00-02-119 4-30-03 lv AND
Map Blk Parcel

9.79 - Grand Vistas
5.42 - Entrance Road

ALL AND SINGULAR, all those certain pieces, parcels and tracts of land located in Horry County, South Carolina containing 9.79 and 5.42 acres as shown on that certain plat entitled "Subdivision Survey of 9.79 & 5.42 Acre Tracts" said plat prepared for Suntech Management, Inc. by ETS-Engineering and Technical Services, Inc. dated October 21, 1998 and recorded in the Office of the R.O.D. for Horry County on October 22, 1998 in Plat Book 158 at Page 155 which Plat is by reference made a part and parcel of this description.

THIS BEING the identical property conveyed to the Grantor herein by deed of Stella Star Grainger Vereen, Sandra Ellen Vereen Daugherty A/K/A Sandra Ellen Vereen Wells, Jeff Andrew Vereen and Gay Louse Vereen dated October 15, 1998 and recorded October 22, 1998 in Deed Book 2082 at Page 456 in the Office of the ROD for Horry County and by deed of Kaminski 17 Limited Partnership dated January 14, 1999 and recorded January 19, 1999 in Deed Book 2112 at page 005 in the Office of the R.O.D. for Horry County.

HORRY COUNTY ASSESSOR
TMS# 194-00-02-101 4-30-03 lv
Map Blk Parcel

TOGETHER WITH an easement and right of way for ingress and egress for vehicular and pedestrian traffic over and above all roads, paths, streets and roadways in and through that certain piece, parcel of lot of land containing 449.22 acres as shown on that certain plat prepared by Atlantic Surveying Company for Plantation AD, LLC revised through January 13, 1999 and recorded in Plat Book 160 at Page 79 in the Office of the R.O.D. for Horry County.

SU

THE CONVEYANCE of the aforesaid property shall be subject to all easements, reservations, rights-of-way, restrictions and covenants of record which are of record or reflected on any recorded plat.

RESERVING, however a right of ingress and egress to property owned by Grantor designated as tract I-1b and J on that certain plat entitled "Subdivision Plat of Tracts 'I-b', 'I-2' and 'J' at International Club P.U.D." said plat prepared for Plantation AD, LLC by Associated Land Surveyors dated April 27, 2000 and revised May 3, 2000 and recorded in the Office of the R.O.D. for Horry County on May 5, 2000 in Plat Book 169 at Page 116 for vehicular and pedestrian traffic over and above all roads, paths, streets and roadways currently existing or constructed in the future within those certain pieces, parcels or lots of land containing 9.79 and 5.42 acres as shown on that certain plat prepared for Suntech Management, Inc. by ETS-Engineering and Technical Services, Inc. dated October 21, 1998 and recorded in the Office of the R.O.D. for Horry County on October 22, 1998 in Plat Book 158 at Page 155 and 449.22 acres as shown on that certain plat prepared for Plantation A.D. LLC by Atlantic Land Surveying dated January 13, 1999 and recorded in the Office of the R.O.D. for Horry County in Plat Book 160 at Page 79

Grantee's address: P.O. Box 2830, Murrells Inlet, SC 29576

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining:

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion. And, the Grantor does hereby bind the Grantor and the Grantor's heirs or successors, executors, administrators and assigns, to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and assigns and against the Grantor and Grantor's heirs or successors and assigns.

WITNESS the Grantor's hand and seal this 25th day of April, 2003.

SIGNED, sealed and delivered in the presence of:

witness

witness/notary

Plantation A.D., LLC

By: _____, Pres. (SEAL)
ABD Development, Inc., Authorized Member
R. Scott Pyle, President

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGEMENT**
COUNTY OF HORRY) **(S.C. CODE ANN. §30-5-30(B)(C))**

I, the undersigned, a Notary Public for South Carolina, do hereby certify that R. Scott Pyle as President of ABD Development, Inc., authorized member of Plantation A.D., LLC of Plantation A.D., LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said company.

Witness my hand and official seal this 25th day of April, 2003.

(L.S.)
Notary Public in and for South Carolina

My Commission Expires: 10-14-03

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
County of Horry) S.C. Code Ann. §12-24-20 et. seq.

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 at Murrells Inlet, Horry County, bearing Horry County Tax Map Numbers: 194-00-02-009; 194-00-02-119;194-00-02-101 was transferred by Plantation A.D., LLC to D.R. Horton, Inc. on April 23, 2003.

3. Check one of the following: The deed is

(a) __xx_____. 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) _____ Exempt from the deed recording fee because (See Information section of affidavit):

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) __xx___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $3,475,000.00

(b) ____ The fee is computed on the fair market value of the realty which is _____ ($_____) Dollars.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____($_____Dollars.

5. Check Yes _____ or No _x___ 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:	3,475,000.00
(b) Place the amount listed in Item 5 above here: (If no amount is listed, place zero here.)	_____
(c) Subtract Line 6(b) from Line 6(a):	3,475,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: __$12,857.50____.

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

9. 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.

Plantation A.D., LLC

By: _____, President
ADD Development, Inc, Authorized Member
R. Scott Pyle, President

SWORN to before me this 23rd day of April, 2003.

_____ (L.S.)
Notary Public
My commission expires: 10/1/03

(deed)

5577

STATE OF SOUTH CAROLINA)
) **DEVELOPERS AGREEMENT**
COUNTY OF HORRY)

THIS AGREEMENT, dated this the 16th day of May, 2003, by and among **D.R. HORTON, INC.** (hereinafter referred to as "DRH") and **SUNBELT ASSOCIATES, LLC** (hereinafter referred to as "Sunbelt") and **PLANTATION AD, LLC** (hereinafter referred to as "Plantation").

WITNESSETH

WHEREAS, Sunbelt is the owner of certain real property located in Horry County, South Carolina within a planned unit development known as the "International Club"; and,

WHEREAS, Sunbelt has been and is currently constructing, marketing and selling single-family residences within the International Club; and,

WHEREAS, Sunbelt is a party to a contract with Plantation wherein they agreed, among other things, to share in the cost of constructing an amenities center and entrance to the International Club, but no amenities center or entrance has been constructed as contemplated by said contract; and,

WHEREAS, DRH has contracted to purchase from Plantation certain real property consisting of approximately One Hundred Five (105) acres, more or less, which may be annexed to the International Club as described in the attached Exhibit "A"; and,

WHEREAS, after the closing of the property described in Exhibit "A", DRH intends to construct, market and sell single-family and multi-family residences on that property.

NOW THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained herein the receipt and sufficiency of which both parties hereby acknowledge, DRH, Plantation and Sunbelt agree as follows:

1. **CONTRACT WITH PLANTATION AD,LLC.**

Upon the purchase of the real property described in the attached Exhibit "A" by DRH, Sunbelt and Plantation agree that the Real Estate Contract between themselves dated September 2, 1998, including all amendments thereto, is terminated with regard to any and all real property purchased by DRH from Plantation and that the parties no longer have any rights, obligations, duties or benefits pursuant to said Contract. Further, said parties, their heirs, executors, administrators and successors, mutually remise, release and forever discharge DRH, Sunbelt and Plantation, its or their heirs, executors or administrators or its successors or assigns, as the case may be, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts,

controversies, agreements, promises, variances, trespass and trespasses, damage and damages, judgments, extents, executions, claim and claims, and demand and demands whatsoever both at law and in equity which against any of the parties hereto the said parties hereto, its, or they the undersigned, ever had, now have, or which it or they, the undersigned or their successors, assigns, heirs, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause or thing whatsoever from the beginning of the world up to the day, hour and minute of the execution of these presents by reason of or growing out of or arising or existing in connection with that certain document entitled "Real Estate Contract" dated September 2, 1998 and all amendments thereto executed by Sunbelt and Plantation or any matter or thing whatsoever arising out of the same either known or unknown at this time.

2. **IMPROVEMENTS.**

DRH and Sunbelt deem it necessary or desirable to construct all or a portion of the Improvements, as defined herein; therefore, the parties desire a method upon which Sunbelt shall share in the costs of constructing the Improvements as defined in Subparagraphs 2(a) and 2(b) and 2(c).

(a). Amenities Center. DRH will construct or cause to be constructed an amenities center on that certain parcel of real property shown as Parcel D on a plat of International Club Golf Course prepared by Associated Land Surveyors for Plantation Golf AD dated December 21, 2002 and recorded June 2, 2002 in Plat Book 189 at Page 89 in the office of the Horry County ROD (hereinafter the "Amenities Site"). The amenities center will be used as a clubhouse with a pool and other recreational facilities for the use and enjoyment of the Class A members of the International Club Homeowners Association or other association to be formed by DRH, and shall include at a minimum the following:

1. 2000 square foot pool with appropriate decking;
2. A clubhouse with 3000 square feet including heated areas and porches to contain the following:
   - A. A bath/shower area;
   - B. A workout facility;
   - C. A common room to be used for community functions with a kitchenette.
3. An outdoor children's playground area.

The amenities center shall be for the sole and exclusive use of the owners of Single Family Residences within the Planned Unit Development known as the International Club or any other Planned Unit Development created by DRH located within the property described on Exhibit "A". For purposes of this Agreement, "Single Family Residences" shall be defined as any residence which is not a part of a Horizontal Property Regime as defined in §27-31-10, et seq. of the S.C. Code of Laws, 1976 as amended.

DRH, however, shall have the right, in its sole and exclusive discretion, to determine the particulars of said amenities center within the parameters set forth in this Agreement. Sunbelt

cf BD

shall have the right to review the plans and any revisions thereto. The amenities center shall be substantially completed within fourteen (14) months after the date DRH purchases the property described in the attached Exhibit "A". If, however, DRH has not substantially completed the amenities center within the fourteen (14) months as set forth in this Paragraph, Sunbelt shall have the right to enter onto the amenities site and complete the cabana and pool portion of the amenities center. If, Sunbelt desires to exercise its right to complete the amenities center as provided in this Paragraph, Sunbelt shall give DRH a thirty (30) day written notice of its intention to complete the amenities center according to the parameters set forth in this Agreement. If DRH, does not begin or continue substantial construction of the amenities center within the thirty (30) day period, Sunbelt shall have the right, but not the obligation, to complete the amenities center and reduce any amounts due to DRH under this Agreement by the amount actually spent in Sunbelt's construction of the amenities center.

(b). Entrance. DRH may modify the entrance to the International Club including signage and landscaping in any manner which in DRH's sole and exclusive discretion it determines to be necessary or beneficial.. Sunbelt shall continue to have the right to place signs at the main entrance area; provided however, that DRH shall have the right to approve said signs and their location. The cost of construction of any signs which reflect communities of both DRH and Sunbelt shall be shared prorata based upon the number of lots owned by each party within said communities. Any community reflected on such signs shall be given equal space with any other community reflected on the same sign. Sunbelt shall have the right to review any such signs.

(c). Entrance Road. DRH agrees to make or cause to be made any necessary repairs to the entrance road in order to ensure that the road complies with the current Horry County standards.

(d). Costs of Construction. The Construction Costs shall include all costs, expenses, fees, material and labor related to and to be incurred by DRH in the construction of the Improvements in accordance with this Agreement. DRH shall provide a total Cost of Construction to Sunbelt in writing. DRH and Sunbelt hereby agree to share in all Construction Costs, said amount to be paid by Sunbelt as follows:

(i) Sunbelt shall pay to DRH in cash or via certified funds an amount equal to One Thousand and no/100 ($1000.00) Dollars per lot or home previously sold by Sunbelt to each third-party purchaser in the International Club;

(ii) Sunbelt shall remit to DRH the amount of One Thousand and no/100 ($1000.00) Dollars upon the closing of each lot or home to a third-party purchaser by Sunbelt in the International Club.

(d). Title. DRH's duties and obligations pursuant to Paragraph 2 of this Agreement shall be expressly contingent upon DRH's receipt, review and acceptance of a comprehensive title examination of the Amenities Site and the Entrance Site. If DRH discovers the Amenities Site or Entrance Site is subject to any mortgage, encumbrance or other lien, and DRH is unable to either cure or remove or have said objections cured or removed to the reasonable satisfaction of DRH prior to the commencement of the construction of the Improvements, then DRH and Sunbelt shall have no further rights, obligations or responsibilities under Paragraph 2 of this Agreement.

3. **NO COMPETITION.**

DRH and Sunbelt hereby acknowledge that both parties will be simultaneously marketing, constructing and selling single-family residences in the International Club. The parties agree that DRH shall not market or sell detached single-family homes which are larger than 1900 heated/cooled square feet, exclusive of any optional rooms. The parties agree that Sunbelt shall not market or sell detached single-family homes which are smaller than 1200 heated/cooled square feet, exclusive of any Optional Rooms. For purposes of the this Agreement "Optional Rooms" shall be defined as any room constructed over a garage or in the eaves of the roof or any sunroom or enclosed porch. This agreement shall remain in full force and effect for a period of thirty (30) months from the date DRH purchases the property described on Exhibit A.

4. **MEMORANDUM OF CONTRACT.**

Both parties shall execute within thirty (30) days of the execution of this Agreement, a memorandum of this Agreement suitable for filing of record which shall reflect the payments due under this Agreement as a debt of Sunbelt to be collected at the closing of Sunbelt's lots and single-family residences in the International Club upon the sale to any third-party purchaser.

5. **DEFAULT.**

In the event that either party fails to comply with any term or condition of this Agreement, the other party may exercise any remedy provided by South Carolina law either at law or in equity against the non-defaulting party. If, as a result of a dispute between the parties hereto regarding the terms and conditions of this Agreement, either party employs an attorney to enforce its rights hereunder, the party found in default agrees to pay the other party's reasonable attorneys fees and costs incurred to enforce this Agreement. In no event however shall either party be liable to the other party for consequential damages as a result of a breach or dispute concerning this Agreement; provided, however, that either party shall pay to the other party actual damages as may be ordered by a court of competent jurisdiction in the event of a default. .

6. **DISPUTE RESOLUTION.**

Sunbelt and DRH shall attempt in good faith to resolve or cure all disputes, defaults and claimed defaults under this Agreement by mutual agreement and/or mediation before initiating litigation to enforce any rights or remedies hereunder, including termination. The resolution or cure or attempted resolution or cure any dispute, default or claimed default pursuant to the procedures set forth in this paragraph shall not delay the constructing party's performance of its obligations under this Agreement nor the other Party's payment to the constructing party for such Improvements.

7. **NOTICES.**

Any notice authorized, required, or permitted to be given hereunder shall be deemed to have been given when delivered personally, when telefaxed or sent via nationally recognized overnight courier service or upon the depositing of such notice in the United States mail, postage prepaid. certified mail or registered mail, return receipt requested. and properly addressed to the party to be notified at the following address:

CF BO

If to Seller:	Sunbelt Associates, LLC
Attn:	Charles Flynn
	1293 Professional Drive, Suite C
	Myrtle Beach, SC 29577
Telephone	(843) 449-9406
Facsimile	

If to Purchaser: D.R. Horton, Inc.
Attn: Brian Gardner
~~1941 Savage Road, Suite 100-C~~
~~Charleston, SC 29407~~
Telephone: ~~(843) 573-2060~~
503 Wando Park Blvd. Suite 200
Mt. Pleasant, SC 29464
843-284-5000

It is provided, however that the Parties hereto may, from time to time and at any time, change their respective addresses on the giving of ten (10) days' written notice to the other party such change of address in the manner as aforesaid.

8. CONTINGENCIES.

This Agreement is expressly contingent upon DRH's purchase of the property described on the attached Exhibit "A".

9. TERMINATION.

If construction of the Improvements as contemplated in this Agreement has not been commenced within five (5) years of the date hereof, this Agreements shall automatically terminate and the parties hereto shall have no further rights, duties or obligations hereunder.

10. MISCELLANEOUS PROVISIONS.

(a). Date of Agreement. The term "date of this Agreement" or "date hereof" or "effective date of this Agreement" as used herein shall mean the later of the following dates: (i) the date of Sunbelt's signature or (ii) the date of DRH's signature.

(b). Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. The parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in, or dispute regarding, the interpretation of same, the interpretation of this Agreement shall not be resolved by, or, rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman

CFBJ

(c). Integration. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein.

(d). Binding Effect. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors, and assigns.

(e). Non-waiver. No delay or failure by either party to exercise any right hereunder and no partial or single exercise of such right will constitute a waiver of that or any other right, except by written agreement executed by the Parties or unless expressly provided otherwise herein.

(f). Governing Law. This Agreement shall be governed and interpreted under the laws of the State of South Carolina.

(g). Paragraph Headings. The paragraph headings used in this Agreement are for convenience purposes only and shall not be used in the interpretation of this Agreement.

(h). Parties. Nothing contained herein is intended to create, nor shall it ever be construed to make, Sunbelt and DRH partners or joint venturers.

(i). Severability. The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

11. CORPORATE APPROVAL OF CONTRACT BY OFFICER OF PURCHASER.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF PURCHASER UNLESS THE CONTRACT OR AMENDMENT IS EXECUTED BY EITHER ONE OF DONALD R. HORTON, DONALD J. TOMNITZ, or GEORGE W. SEAGRAVES, EACH AN OFFICER OF THE PURCHASER, WITHIN TEN (10) DAYS OF THE EXECUTION OF THIS CONTRACT OR AMENDMENT BY SELLER AND PURCHASER'S REPRESENTATIVES.

CFB

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

WITNESSES:

SUNBELT ASSOCIATES, LLC
a South Carolina Limited Liability Company

By: Charles Flynn, Manager

5/16/03
DATE OF EXECUTION

D.R. HORTON, INC.
a Delaware Corporation

Brian F. Gardner
Division President

5/23/03
DATE OF EXECUTION

CORPORATE APPROVAL:

BY: _____
George Seagraves
Regional President

DATE OF EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

WITNESSES:

SUNBELT ASSOCIATES, LLC
a South Carolina Limited Liability Company

By: Charles Flynn, Manager

5/16/03
DATE OF EXECUTION

D.R. HORTON, INC.
a Delaware Corporation

Brian F. Gardner
Division President

5/23/03
DATE OF EXECUTION

CORPORATE APPROVAL:

BY:
George Seagraves
Regional President

5/31/2003
DATE OF EXECUTION

Sample HUD Statement supplied by C. Flynn

OMB NO. 2502-0265

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.

6. FILE NUMBER: 031252.00002-LOT127

7. LOAN NUMBER:

8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (031252.00002-Lot127.pld/031252.00002-LOT127/103)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
Sunbelt Homes of Myrtle Beach, Inc. 1304 Professional Drive, Suite C Myrtle Beach, SC 29577	Sunbelt Associates, LLC 1304 Professional Drive, Suite C Myrtle Beach, SC 29577 TIN: 58-2335898	Branch Banking and Trust Company of South Carolina 601 21st Avenue North Myrtle Beach, SC 29577

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 57-0703244	I. SETTLEMENT DATE:
1206 Trent Drive Murrells Inlet, SC 29576 Horry County, South Carolina Lot 127, Phase 1-D Pebble Creek	McNair Law Firm, P.A. PLACE OF SETTLEMENT 2411 Oak Street, Suite 206 Myrtle Beach, SC 29577	June 21, 2004 127

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract Sales Price	57,000.00	401. Contract Sales Price	57,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,351.07	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 06/21/04 to 01/01/05	120.38	407. County Taxes 06/21/04 to 01/01/05	120.38
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	58,471.45	*420. GROSS AMOUNT DUE TO SELLER*	57,120.38
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	(241,071.20)	502. Settlement Charges to Seller (Line 1400)	377.90
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207. Lot Advance	57,000.00	507. Release Fee to BB&T	45,600.00
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518. Amenities Center to D. R. Horton, Inc.	1,000.00
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	57,000.00	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	46,977.90
300. CASH AT SETTLEMENT FROM/TO BORROWER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)	58,471.45	601. Gross Amount Due To Seller (Line 420)	57,120.38
302. Less Amount Paid By/For Borrower (Line 220)	(57,000.00)	602. Less Reductions Due Seller (Line 520)	(46,977.90)
303. CASH (X FROM) (TO) BORROWER	1,471.45	*603. CASH (X TO) (FROM) SELLER*	10,142.48

HUD-1 (3-86) RESPA, HB4305.2

02/02/2009 15:35 FAX 8434492317 02/02/2009 15:24 RECEIVED MMVOG 010/011

STATE OF SOUTH CAROLINA)
) **GOLF COURSE AGREEMENT**
COUNTY OF HORRY)

THIS AGREEMENT, dated this the 3 day of ~~October~~ Nov, 2003, by and among **D.R. HORTON, INC.** (hereinafter referred to as "DRH") and **PLANTATION GOLF AD, LLC** (hereinafter referred to as "Golf Course") and **INTERNATIONAL CLUB HOA, INC.** (hereinafter referred to as "HOA").

558

750

WITNESSETH

WHEREAS, Golf Course is the owner and operator of certain real property used as a golf course and clubhouse located in Horry County, South Carolina known as the International Club within a planned unit development known as the "International Club"; and,

WHEREAS, DRH is the Developer pursuant to the Declaration of Covenants and Restrictions for the planned unit development now known as the International Club (the "CCR's"); and,

WHEREAS, DRH has the right to unilaterally amend the CCR's if such an amendment does not materially alter or change the use and enjoyment of current owners of property within the International Club; and,

WHEREAS, pursuant to Section 6.5 of the CCR's, Golf Course is obligated to pay assessments to the International Club Homeowners Association, ("HOA") in an amount of fifty (50) times the rate of other property owners within the International Club; and,

WHEREAS, Golf Course is currently delinquent in the amounts owed to the HOA and as of August 31, 2003 the amount due to the HOA by Golf Course is Fifty-one Thousand and no/100 ($51,000.00) Dollars with the amount of One Thousand Seven Hundred Fifty and no/100 ($1750.00) Dollars accruing each month thereafter; and,

WHEREAS, the Developer, the HOA and Golf Course have reached a settlement agreement to resolve the issues of past and future assessments due to the HOA by the Golf Course.

NOW THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained herein the receipt and sufficiency of which all parties hereby acknowledge DRH, Plantation and HOA agree as follows:

1. **FORGIVENESS OF DEBT.**

Upon the completion by the Golf Course of all the covenants, conditions and promises contained in this Agreement for which Golf Course is responsible, the HOA shall forgive all amounts due to the HOA by the Golf Course through December 31, 2003.

2. **FUTURE ASSESSMENTS.**

Beginning January 1, 2004 the assessments due to the HOA from Golf Course shall be calculated as follows:

(A) For the calendar year 2004, Golf Course shall pay an assessment to the HOA which equals twenty (20) times the rate of Unit Owners who also pay the costs of recreational amenities for that year.

(B) For the calendar year 2005, the Golf Course shall pay an assessment to the HOA which equals twenty-three (23) times the rate of Unit Owners who also pay the costs of recreational amenities for that year and the rate of the Golf Course assessments shall be increased by three (3) units per year through the calendar year 2014. (2014 shall have 4 units added)

Upon the completion by the Golf Course of all the covenants, conditions and promises contained in this Agreement for which Golf Course is responsible, DRH shall cause an amendment to the CCR's to be properly executed and recorded reflecting the above listed schedule of assessments by the Golf Course.

3. **MEMBERSHIPS.**

(A) THIRD-PARTY PURCHASER MEMBERSHIPS.

Through December 31, 2003, the Golf Course shall furnish at least seventy-five (75) membership reservations to DRH at a discounted price of Seven Hundred and no/100 ($700.00) Dollars per family membership annually and Four Hundred and no/100 ($400.00) Dollars per single membership annually. These memberships shall be purchased by DRH in groups of twenty-five (25) as determined in DRH's sole and exclusive discretion. Upon the conveyance of a single-family or multi-family residence from DRH located within the International Club to any third-party purchaser one of the reservations shall become an active membership entitling the third-party purchaser to all membership benefits; provided, however, that the third-party purchaser has completed and submitted an application and any other necessary materials pursuant to the rules of the Golf Course in effect upon the date of submission.

Beginning the calendar year January 1, 2004, and each calendar year thereafter, Golf Course shall provide to DRH in writing on or before January 30 of such calendar year, the number of memberships for that year it deems available to DRH under this Agreement.

(B) BOARD MEMBERSHIPS.

As long as DRH has the ability to appoint directors to the board of directors of the HOA, the Golf Course shall make available one (1) complimentary annual membership for a designee

selected by DRH. After DRH no longer has the ability to appoint directors to the board of directors of the HOA, the Golf Course shall make available one (1) complimentary annual membership for the President of the HOA. In any event, the member under this subparagraph, must abide by the Rules and Regulations of the Golf Course in effect during the time his/her membership and said member shall be afforded all benefits of membership.

(C) MARKETING MEMBERSHIPS.

As long as DRH is marketing, constructing or selling single-family or multi-family residences within the International Club, DRH shall receive twenty (20) rounds of golf per month at the Golf Course for no charge to be used for marketing, public relations or other purposes as determined by DRH. Any round of golf DRH requests in excess of twenty (20) per month shall be charged to DRH at the Guest of Member rate in effect at the time the round of golf is played.

4. **FACILITIES.**

As long as DRH is marketing, constructing or selling single-family or multi-family residences within the International Club, DRH shall have the right to use the Golf Course's clubhouse for the rental fee of Fifty and no/100 ($50.00) Dollars plus food, beverage and labor costs and upon receiving approval of the Golf Course's General Manager.

All third-party purchasers as defined herein shall be allowed to use the food and beverage facilities of the International Club during normal business hours and upon observing any rules or regulations imposed upon the members of the International Club.

DRH shall have the use of the "golf school" building facility as a location for on site-sales until February 28, 2004 at no charge.

5. **IRRIGATION.**

HOA shall be entitled to tie into the Golf Course's irrigation system and use the water and pumping system for the purpose of irrigating the main entrance, amenities site and International Boulevard in the International Club for a period of four (4) years beginning at the effective date of the agreement. HOA shall pay to the Golf Course the amount of One Hundred and Fifty and no/100 ($150.00) Dollars per month during this period for the use of such system and water used. If for any reason, HOA is no longer able to use said water and pumping system or said water and pumping system becomes inoperable, then HOA shall no longer be required to pay the monthly fee stated herein.

6. **REAL PROPERTY.**

Within seven (7) days of this Agreement, the Golf Course shall convey the real property described in the attached Exhibit "A", free and clear of all liens to the HOA. This conveyance

shall be evidenced by a General Warranty Deed with proper stamps affixed thereto and recorded in the records of the ROD for Horry County.

7. PONDS.

Within ninety (90) days of this Agreement, the Golf Course shall convey a recordable, perpetual, nonexclusive, assignable easement to the HOA for maintenance and repair of the two Ponds at the International Clubhouse Entrance, which shall include enlargement and excavation, all as more particularly described in the attached Exhibit "B".

8. DEFAULT.

In the event that either party fails to comply with any term or condition of this Agreement, the other party may exercise any remedy provided by South Carolina law either at law or in equity against the non-defaulting party. If, as a result of a dispute between the parties hereto regarding the terms and conditions of this Agreement, either party employs an attorney to enforce its rights hereunder, the party found in default agrees to pay the other party's reasonable attorneys fees and costs incurred to enforce this Agreement.

9. DISPUTE RESOLUTION.

Golf Course, HOA and DRH shall attempt in good faith to resolve or cure all disputes, defaults and claimed defaults under this Agreement by mutual agreement and/or mediation before initiating litigation to enforce any rights or remedies hereunder, including termination. The resolution or cure or attempted resolution or cure of any dispute, default or claimed default pursuant to the procedures set forth in this paragraph shall not delay either party's performance of its obligations under this Agreement.

10. NOTICES.

Any notice authorized, required, or permitted to be given hereunder shall be deemed to have been given when delivered personally, when telefaxed or sent via nationally recognized overnight courier service or upon the depositing of such notice in the United States mail, postage prepaid, certified mail or registered mail, return receipt requested and properly addressed to the party to be notified at the following address:

If	Plantation Golf AD, LLC
Attn:	P.J. Management, LLC
	1560 Tournament Blvd.

	Murrells Inlet, SC 29576
Telephone:	843-651-9995
Facsimile:	843-651-8935

	D.R. Horton, Inc.
Attn:	Brian Gardner
	503 Wando Park Boulevard, Suite 200
	Mt. Pleasant, SC 29464
Telephone:	843-284-5000
Facsimile:	843-

	International Club HOA, Inc.
Attn:	Doug Brown
	P.O. Box 2830
	Murrells Inlet, SC 29576
Telephone:	843-357-8400
Facsimile:	843-357-8399

It is provided, however that the Parties hereto may, from time to time and at any time, change their respective addresses on the giving of ten (10) days written notice to the other party of such change of address in the manner as aforesaid.

11. **MISCELLANEOUS PROVISIONS.**

(a). Date of Agreement. The term "date of this Agreement" or "date hereof" or "effective date of this Agreement" as used herein shall mean the later of the following dates: (i) the date of Golf Course's signature or (ii) the date of DRH's signature; or (iii) or the date of the HOA's signature.

(b). Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. The parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in, or dispute regarding, the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

(c). Integration. This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein.

(d). Binding Effect. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors, and assigns.

(e). Non-waiver. No delay or failure by either party to exercise any right hereunder and no partial or single exercise of such right will constitute a waiver of that or any other right, except by written agreement executed by the Parties or unless expressly provided otherwise herein.

(f). Governing Law. This Agreement shall be governed and interpreted under the laws of the State of South Carolina.

(g). Paragraph Headings. The paragraph headings used in this Agreement are for convenience purposes only and shall not be used in the interpretation of this Agreement.

(h). Parties. Nothing contained herein is intended to create, nor shall it ever be construed to make, Golf Course, DRH and HOA partners or joint venturers.

(i). Severability. The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(SIGNATURE PAGE TO FOLLOW)

WITNESSES:

PLANTATION GOLF AD, LLC
a South Carolina Limited Liability Company

By:
Its:

11/3/03
DATE OF EXECUTION

INTERNATIONAL CLUB HOA, INC.
a South Carolina Corporation

R. Doug Brown
President

11/20/03
DATE OF EXECUTION

D.R. HORTON, INC.
a Delaware Corporation

Brian F. Gardner
Division President

11/20/03
DATE OF EXECUTION

559

THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE INTERNATIONAL CLUB

WHEREAS, Plantation A.D., LLC recorded that certain Declaration of Restrictive Covenants for Murrells Inlet Golf Plantation on February 8, 1999 in Deed Book 2117 at Page 1353 Horry County records (the "Declaration"); and,

WHEREAS, by Amendment to the Declaration dated May 8, 2000 and recorded May 9, 2000 in Deed Book 2258 at Page 1453, *Horry County* records (**the "First Amendment"**), the **name of the subdivision subject to the Declaration was changed to "International Club"**; and,

WHEREAS, by subsequent Amendment to the Declaration dated April 25, 2003 and recorded April 29, 2003 in Deed Book 2588 at Page 1441, Horry County records, (the "Second Amendment"), Plantation A.D. LLC conveyed all of its right, title and interest as the Developer and/or Declarant under the Declaration to D.R. Horton, Inc., (the "Developer"); and,

WHEREAS, the Developer now desires to annex certain real property as described on the attached Exhibit *"A" into the* International Club and subject said real property to the Declaration, including all amendments thereto; and

WHEREAS, pursuant to Section 8.5(a) of the Declaration, the Developer may amend the Declaration without the approval of any Owner or Mortgagee; provided that such amendment does not materially alter or change any Owner or Mortgagee's use and enjoyment of their property within the International Club, as determined in the sole judgment of the Developer; and,

WHEREAS, pursuant to *Section 9(e) of the* **By-Laws of the International Club Homeowners Association, Inc., (the "By-Laws")** the Developer may amend the By-Laws in the same manner as amendments to the Declaration: and,

WHEREAS, the Developer desires to amend the Declaration and By-Laws in certain particulars set forth herein which Developer has determined do not materially alter or change any Owner or Mortgagees' use and enjoyment of their property within the International Club;

NOW THEREFORE, the Developer declares that the real property described in the attached Exhibit "A", made a part and parcel of this Third Amendment, is and shall *be* held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and as already set forth in the Declaration, and that said Declaration shall be amended as follows:

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except **as to those** provisions **expressly amended as** set forth herein **and shall be, and** hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the Third Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This Third Amendment to the Declaration shall be binding upon and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

AMENDMENTS

1. The real property set forth and described on the attached Exhibit "A", which is made a part and parcel of this Third Amendment, is hereby annexed into the International Club subdivision and subjected to the Declaration of Restrictive Covenants for international Club, including all amendments thereto, pursuant to Section 2.2 of said Declaration.

2. **Section 1.9 shall be amended** to add the following sentence: No builder, other than a Designated Builder shall construct single family or multi-family dwellings within the Subdivision.

3. **Section 3.5 shall be deleted** in its entirety and the following shall be substituted in ***its place and*** **stead:**

Section 3.5 Capital Contribution. The Association shall also collect a Capital Contribution equal to two (2) month's assessments for such Unit from each new Owner of a Unit upon the transfer of such Unit either from the Developer or from another Owner. All sums paid as Capital Contributions are in addition to and not in lieu of regular assessments for common expenses.

4. **Section 6.7** shall be deleted in its entirety and the following shall be substituted in its place and stead:

Section 6.7 Capital Contribution. The Association shall collect a Capital Contribution from each Owner of a Unit as provided in Section 3.5 hereof.

5. **Section 7.2** shall be amended to add the following sentence: Sunbelt Associates, LLC is hereby named a Designated Builder as that term is defined in the Declaration. Sunbelt Associates, LLC and the Developer have previously entered into a Developer's Agreement wherein Sunbelt Associates, LLC has agreed to contribute One Thousand and

no/100 ($1,000.00) per home sold to an Owner for capital improvements. Any other builder wishing to construct single family or multi-family dwellings in the subdivision shall also contribute to the capital improvements by separate agreement with Developer in order to attain the status of Designated Builder within the Subdivision.

6. **Section 12.6** shall be deleted in its entirety and the following shall be substituted in its place and stead:

12.6 Capital Contribution. The Association shall collect a Capital Contribution from each Owner of a Unit as provided in Section 3.5 hereof.

IN WITNESS WHEREOF, D.R. Horton, Inc. by its duly authorized officer, has executed this Third Amendment to the Declaration of Covenants and Restrictions for International Club, 26th day of March, 2004.

EXHIBIT "A"

ALL AND SINGULAR, all those certain pieces, parcels and tracts of land located in Horry County, South Carolina and designated as Tract 2 and Tract 3 and containing 50.06 and 35.26 and 8.74 acres as shown on that certain plat entitled "Tract 2 & Tract 3 Totaling 94.06 Acres" said plat prepared for IC Properties, LLC by Associated Land Surveyors dated September 4, 2002 and recorded in the Office of the R.O.D. for Horry County on April 29, 2003 in Plat Book 189 at Page 154.

AND

ALL AND SINGULAR, all that certain piece, parcel and tract of land located in Horry County, South Carolina and designated as Tract `1-2' and containing 3.88 acres as shown on that certain plat entitled "Subdivision Plat of Tracts ` 1-b', `1-2' and `J' at International Club P.U.D." said plat prepared for Plantation AD, LLC by Associated Land Surveyors dated April 27, 2000 and revised

May 3, 2000 and recorded in the Office of the R.O.D. for Horry County on May 5,2000 in Plat Book 169 at Page 116.

dlQ MOD - ASSESSOR 194-00-02-162
NEW PAR... 194-00-02-107
SPLIT FROM
Map Blk Parcel
8.504pa

859489

FILED
...UNTY, S.C. 560
2004 AUG -4 PM 12:01
BALLEY V. SKIPPER
REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
) DEED
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, that **Plantation Golf AD, LLC** a South Carolina Limited Liability Company ("Grantor") for and in consideration of **One and 00/100 ($1.00) Dollars**, and pursuant to the Agreement of the parties dated November 3, 2003, in hand paid to Grantor (the receipt of which Grantor acknowledges) by **International Club Homeowners' Association, a South Carolina eleemosynary corporation** ("Grantee"), Grantor has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, its successors and assigns, forever, the below described property, to-wit:

ALL AND SINGULAR that certain piece, parcel or tract of land, situate, lying and being in Socastee Township, Horry County, South Carolina, consisting of 0.258± acres being more particularly described upon a plat prepared by ETS Engineering and Technical Services, Inc., drawn September 9, 2003, recorded in Plat Book 192 at Page 245, records of Horry County ("Plat").

TOGETHER WITH a non-exclusive appurtenant easement for ingress and egress to and from the above described property and Wellington Drive over and across the "Existing Driveway" to the "Remainder Plantation AD, LLC, et.al." property for the sole purpose of access to and from the above described property and Wellington Drive.

THIS BEING a portion of the property heretofore conveyed to Grantor herein by Deed recorded in Deed Book 2117 at Page 1413, records of Horry County, South Carolina.

The property is conveyed subject to restrictions of record, if any, and to easements of record and/or on, over, or across the land, including, without limitation, easements shown upon the Plat.

Reference to the Plat is for descriptive purposes only, and is not intended to, nor shall it constitute, a dedication, or result in the creation of any negative reciprocal rights whatsoever in favor of any third party, unless specifically dedicated within the body of this Deed.

TMS#: 194-00-02-107 (Portion)
Grantee's
TAX NOTICE ADDRESS: Mr. Doug Brown
c/o International Club HOA
P.O. Box 2380
Murrells Inlet, SC 29576

DEED
2771 1480

TOGETHER with all and singular the Rights, Members, Hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, its successors and assigns, forever.

EXHIBIT
tabbies

STATE 13.00 COUNTY 5.50

EXEMPT YES (NO) K

ASSESSOR _____

1480

AND Grantor does hereby bind itself, or its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against itself, and its successors, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 22nd day of January, 2004 in the year of our Lord Two Thousand Four and the Two Hundred Twenty Seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
In the Presence of:

PLANTATION GOLF, AD, LLC, a South Carolina Limited Liability Company

By: PJ Management Group, LLC, its Manager

By: _____
Ronald E. Peeples, its Manager

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

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named **Plantation Golf AD, LLC, by PJ Management Group, LLC, its manager, by Ronald E. Peeples, its Manager,** sign, seal and as its act and deed, deliver the within written Deed; and that s/he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 22nd
day of January, 2004.

Notary Public for South Carolina
My Commission Expires: 01-05-08

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) AFFIDAVIT

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

1. Property located at **0.258 ± acres at International Club** bearing Horry County Tax Map Number 194-00-02-107 (Portion), was transferred by **Plantation Golf AD, LLC** to **International Club Homeowners' Association** on January 22, 2004.

The transaction was (Check one):

_____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was N/A.

XX not an arm's length real property transaction and the fair market value of the property is $5,000.00.

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10- et. seq. because the deed is: N/A

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

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.

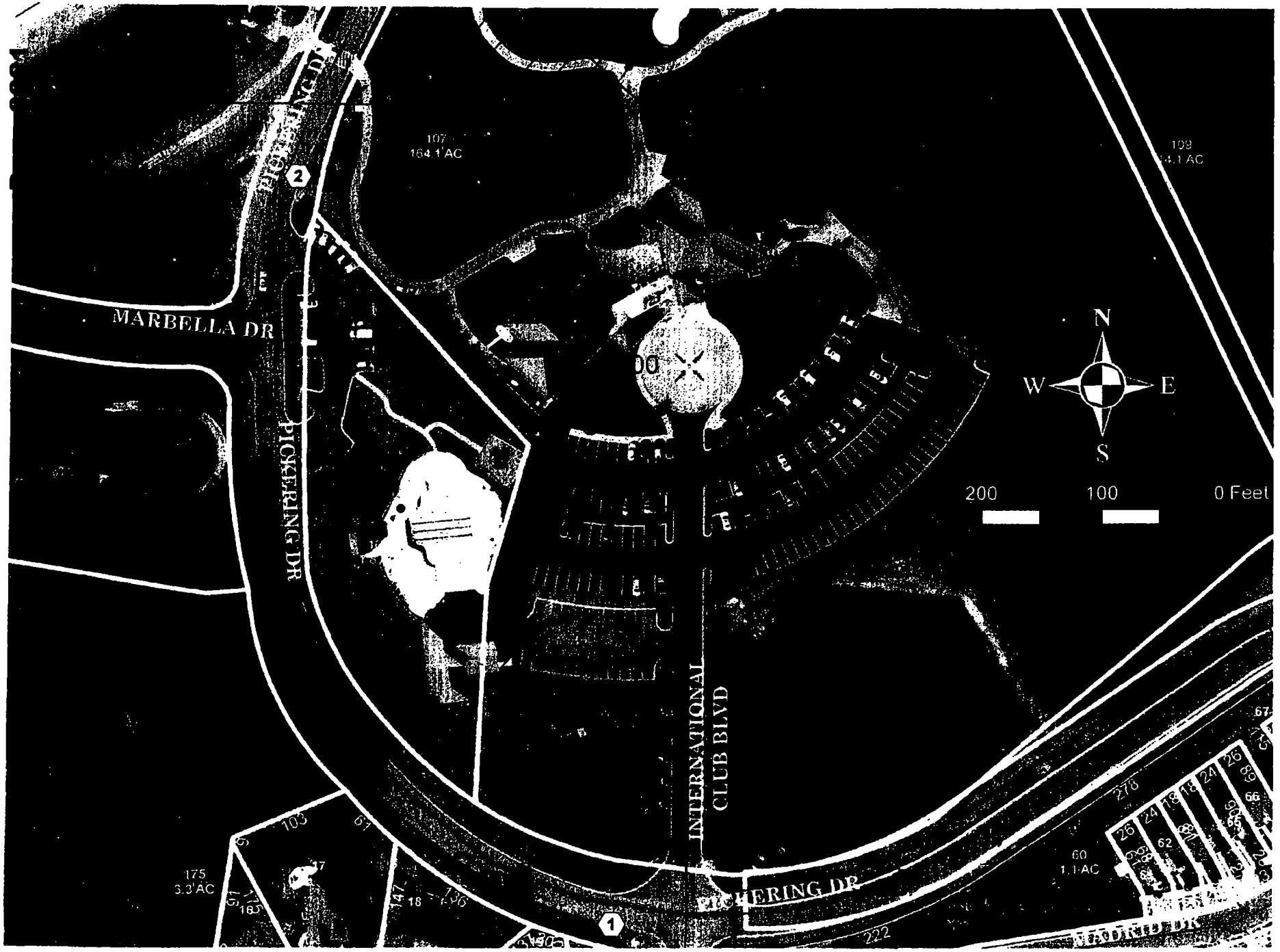
John K. Rutenberg

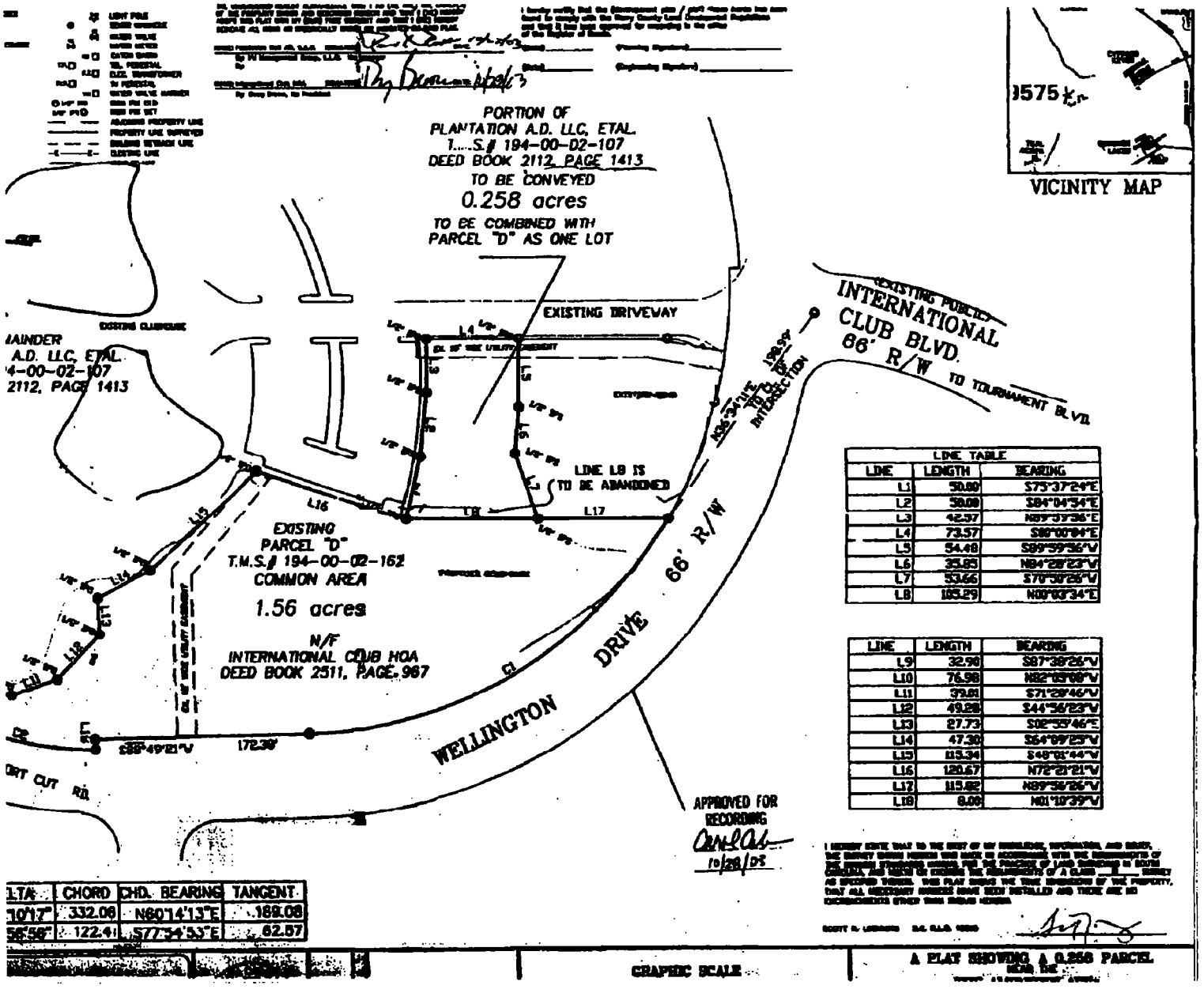
Sworn to before me this 22nd day of January, 2004.

Notary Public for South Carolina
My Commission Expires: 09/06/12

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

1482


MARBELLA DR
PICKERING DR
INTERNATIONAL CLUB BLVD
PICKERING DR
107
164.1 AC
199
14.1 AC
175
3.3 AC
60
1.1 AC
N
W
E
S
200
100
0 Feet



LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	S75°37'24"E
L2	39.09	S84°04'34"E
L3	42.57	N89°37'36"E
L4	73.57	S88°00'04"E
L5	54.48	S89°39'56"W
L6	35.85	N84°28'23"W
L7	53.66	S70°39'26"W
L8	185.29	N00°03'34"E

LINE	LENGTH	BEARING
L9	32.98	S87°38'26"W
L10	76.98	N82°09'09"W
L11	39.61	S71°29'46"W
L12	49.28	S44°36'23"W
L13	27.73	S02°35'46"E
L14	47.30	S64°09'23"W
L15	115.34	S48°01'44"W
L16	120.67	N72°21'21"W
L17	113.82	N89°36'26"W
L18	8.00	N01°10'39"W

LTA	CHORD	CHD. BEARING	TANGENT
10°17"	332.06	N60°14'13"E	166.08
56°56"	122.41	S77°54'53"E	62.57

509966

FILED

STATE OF SOUTH CAROLINA)
) FOURTH AMENDMENT TO
) DECLARATION OF COVENANTS AND
COUNTY OF HORRY) RESTRICTIONS FOR
INTERNATIONAL CLUB

561

WHEREAS, Plantation A.D., LLC recorded that certain Declaration of Restrictive Covenants for Murrells Inlet Golf Plantation on February 8, 1999 in Deed Book 2117 at Page 1353 Horry County records (the "Declaration"); and,

WHEREAS, by Amendment to the Declaration dated May 8, 2000 and recorded May 9, 2000 in Deed Book 2258 at Page 1453, Horry County records (the "First Amendment"), the name of the subdivision subject to the Declaration was changed to "International Club"; and,

WHEREAS, by subsequent Amendment to the Declaration dated April 25, 2003 and recorded April 29, 2003 in Deed Book 2588 at Page 1441, Horry County records, (the "Second Amendment"), Plantation A.D. LLC conveyed all of its right, title and interest as the Developer and/or Declarant under the Declaration to D.R. Horton, Inc., (the "Developer"); and,

WHEREAS, the First Amendment attempted to subject certain real property to the Declaration; however no legal description was attached to the First Amendment, making any attempt to subject real property to the Declaration, including all amendments to the Declaration as related thereto, of no force and effect; and,

WHEREAS, the Developer now desires to annex certain real property as described on the attached Exhibit "A" into the International Club and subject said real property to the Declaration, including all amendments thereto; and

WHEREAS, Seacoast Associates, LLC owns the real property as described on the attached Exhibit "A" and also desires to annex said real property into the International Club and subject same to the Declaration, including all amendments thereto;

NOW THEREFORE, for and in consideration of the premises herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Developer and Seacoast Associates, LLC hereby declare and agree that the real property described in the attached Exhibit "A", made a part and parcel of this Fourth Amendment, is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and as already set forth in the Declaration, including all amendments thereto, and that said Declaration shall be amended as follows:

7408

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration, including all previous amendments thereto, shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and shall be, and hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the Fourth Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This Fourth Amendment to the Declaration shall be binding upon and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

AMENDMENTS

1. The real property set forth and described on the attached Exhibit "A", which is made a part and parcel of this Fourth Amendment, is hereby annexed into the International Club subdivision and subjected to the Declaration of Restrictive Covenants for International Club, including all amendments thereto, pursuant to Section 2.2 of said Declaration. Seacoast Associates, LLC and all Owners of Units in the Multi-Family Parcel shall be bound by and shall observe all restrictions, rules and covenants as contained in the Declaration, including all amendments thereto.

2. Seacoast Associates, LLC shall use said annexed property described on the attached Exhibit "A" to develop a Multi-Family Parcel and may establish a Multi-Family Association pursuant to Section 2.3 of the Declaration.

3. Pursuant to Section 6.5 of the Declaration, the rate of Assessments for the Units in the Multi-Family Parcel shall not include the cost for maintenance, upkeep and repair of certain recreational amenities located on Common Areas within the International Club Subdivision and the Owners of Units within the Multi-Family Parcel shall not have the right to use said recreational amenities.

4. Owners of Units in the Multi-Family Parcel shall pay the Capital Contribution Fee to the International Club Association, Inc. calculated at the same rate as all Owners pursuant to the following provisions, as amended: Section 3.5 of the Declaration; Section 6.7 of the Declaration and Section 12.6 of the By-Laws.

5. Owners of Units in the Multi-Family Parcel shall pay the amount of One Hundred and Fifty ($150.00) and no/100 Dollars to the Association at the time a Unit is conveyed from the Developer to a third-party purchaser as a contribution toward the

maintenance of the entrance and roads of the International Club PUD.

6. Owners of Units in the Multi-Family Parcel described on the attached Exhibit "A" are hereby granted, conveyed and transferred an easement of ingress and egress for vehicular and pedestrian traffic over and across all roads currently existing or to be constructed on any real property submitted to the International Club PUD.

7. The Multi-Family Parcel may be subject to such multi-family declarations as Seacoast Associates, LLC shall determine; however any such declarations shall be in addition to and not in abrogation or substitution of those imposed by the Declaration, including all amendments thereto.

IN WITNESS WHEREOF, D.R. Horton, Inc. and Seacoast Associates, LLC by their duly authorized officers, have executed this Fourth Amendment to the Declaration of Covenants and Restrictions for International Club, this 23 day of December, 2004.

D.R. HORTON, INC.

By: _____
R. Doug Brown
Asst. Vice President

SEACOAST ASSOCIATES, LLC

By: _____
George J. Stephanis
Managing Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that R. Doug Brown as Asst. Vice President of D. R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said Corporation.

Witness my hand and official seal this 23rd day of December, 2004.

Mary D. Tyler
Notary Public for South Carolina

My Commission Expires: 9-16-13

STATE OF ~~SOUTH CAROLINA~~ New York)
)
COUNTY OF ~~HORRY~~ ROCKLAND)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that George J. Stephanis as Managing Member of Seacoast Associates, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said Company.

Witness my hand and official seal this 8th day of December, 2004.

Barbara Joan Skinner
Notary Public for ~~South Carolina~~ New York

My Commission Expires: 9-30-06

BARBARA JOAN SKINNER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SK4805812
QUALIFIED IN ROCKLAND COUNTY
MY COMMISSION EXPIRES SEPT. 30, 2006

EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in Horry County, South Carolina containing 10.02 acres more or less as shown on a map titled "Phasing Plan 'The Villas' at International Club-Phase '1' International Club Boulevard, Horry County, South Carolina, prepared for: Roe and Associates," by Castles Consulting Engineers, Inc., dated April 24, 2000 and revised June 6, 2000 and recorded in the Office of the Register of Deeds for Horry County in Plat Book 171 at Page 149.

THIS being a portion of the property conveyed to Seacoast Associates, LLC by Deed of J. Stanton Cross, HOrry County Master in Equity recorded on July 3, 2003 in Deed Book 2614 at Page 582, records of Horry County.

194-00-02-118

12-29-04 JL

12/18/04

744

Instrument#: 2008000014121, DEED BK: 3311 PG: 2294 DOCTYPE: 001 01/30/2008 at 02:06:45 PM, 1 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number correct 1944401001,018

Book 3311 Page 2294

562

Instrument#: 2007000171611, DEED BK: 3297 PG: 2265 DOCTYPE: 001 12/04/2007 at 03:14:48 PM, 1 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

Re-record to delete Lake #1 from legal description (not owned by D.R. Horton, Inc.)

Prepared by Willcox, Buyck & Williams, P.A., 1991 Glenns Bay Road, Surfside Beach, SC 29575

Quit Claim Deed

The State of South Carolina)
) KNOW ALL MEN BY THESE PRESENTS, THAT
COUNTY OF HORRY)

D.R. HORTON, INC., (hereinafter called the "Grantor") in the State and County aforesaid, for and in consideration of the sum of **Five Dollars and no/100 ($5.00), and other valuable consideration** to it in hand paid at and before the sealing of these presents by: **INTERNATIONAL CLUB HOME OWNERS ASSOCIATION,** (hereinafter called the "Grantee") in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property to wit:

ALL AND SINGULAR those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being in Socastee Township, County of Horry, State of South Carolina, being designated as **Open Space (0.31 acres +/-),** Lake #1 and #2 (containing 3.852 acres +/-) and being more particularly shown and delineated on that certain plat entitled "FINAL SUBDIVISION PLAT THE HIGHLANDS PHASE I AT INTERNATIONAL CLUB" prepared for D. R. Horton by Engineering and Technical Services, Inc, dated May 27, 2002, and recorded February 5, 2004 in Plat Book 195 at Page 152, Office of the Register of Deeds for Horry County, S.C.

Land, Lake

SUBJECT to the Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation, n/k/a International Club, appearing of record in Deed Book 2117 at page 1353 dated January 31, 1999 and recorded February 8, 1999; and as may be amended, Office of the Register of Deeds for Horry County, S.C.

The conveyance of the aforesaid real property shall be subject to all easements, reservations, rights-of-way, restrictions, encroachments, and covenants of record which may affect the above described property, and all governmental statues, ordinances, rules and regulations.

This being a portion of the property conveyed to D.R. Horton, Inc. by Deed of Plantation A.D., LLC dated April 25, 2003 and recorded April 29, 2003 in Deed Book 2588 at Page 1437, Office of the Register of Deeds for Horry County, S.C.

Instrument#: 2008000014121, DEED BK: 3311 PG: 2295 DOCTYPE: 001 01/30/2008 at 02:06:45 PM, 2 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS#: 194-44-01-001
~~194-44-01-026~~
194-44-01-018

Grantee's Address: P.O. Box 3537, Murrells Inlet, SC 29576

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 the singular the said Premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

WITNESS the Grantor's hand and seal this 28th day of November 2007.

Signed, Sealed and Delivered in the presence of:

GRANTOR:
D. R. Horton, Inc.

1st Witness

Notary

By: Scott M. Floyd
Scott M. Floyd
City Manager

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF HORRY) **(S.C. CODE ANN. §30-5-30(B)(C))**

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Scott M. Floyd as City Manager of D. R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of the foregoing Corporation.

Witness my hand and official seal this 28th day of November 2007.

(L.S.)
Notary Public in and for the State of South Carolina
My Commission Expires: 9-16-13

Instrument#: 2008000014121, DEED BK: 3311 PG: 2296 DOCTYPE: 001 01/30/2008 at 02:06:45 PM, 3 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT
S.C. Code Ann. §12-24-20 et. seq.

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 properties being transferred are located at **The International Club** bearing Horry County Parent Tax Map Numbers of 194-44-01-001; and 194-44-01-025; and 194-44-01-018; and 194-44-01-026 were transferred by **D. R. Horton, Inc.** to **International Club Home Owners Association** on 28th day of November 2007.

3. Check one of the following: The deed is

   (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 (See Information section of affidavit):Consideration less than $100.00.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

   (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $.00 .

   (b) _____ The fee is computed on the fair market value of the realty which is _____ ($_____) Dollars.

   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____($_____) Dollars.

5. Check Yes _____ or No X 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:	$ 0.00
(b) Place the amount listed in Item 5 above here:	0.00
(c) Subtract Line 6(b) from Line 6(a):	$ 0.00

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

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

9. 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.

D. R. Horton, Inc.

By: Scott M. Floyd
Scott M. Floyd
City Manager

SWORN to before me this 28th day of November 2007

Notary Public for the State of SC (L.S.)
My Commission expires: 9-16-12

Instrument#: 2008000081522, DEED BK: 3344 PG: 2064 DOCTYPE: 069 06/20/2008 at 01:29:04 PM, 1 OF 5 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number correct 1940002108

563

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR INTERNATIONAL CLUB

WHEREAS, Plantation A.D., LLC recorded that certain Declaration of Restrictive Covenants for Murrells Inlet Golf Plantation of February 8, 1999 in Deed Book 2117 at Page 1353 Horry County records (the "Declaration"); and,

WHEREAS, by Amendment to the Declaration dated May 8, 2000 and recorded May 9, 2000 in Deed Book 2258 at Page 1453, Horry County records (the "First Amendment"), the name of the subdivision subject to the Declaration was changed to "International Club"; and

WHEREAS, by subsequent Amendment to the Declaration dated April 25, 2003 and recorded April 29, 2003 in Deed Book 2588 at page 1441, Horry County records, (the "Second Amendment"), Plantation A.D. LLC conveyed all of its right, title and interest as the Developer and/or Declarant under the Declaration to D.R. Horton, Inc., (the "Developer"); and,

WHEREAS, Developer thereafter amended the Declaration by two subsequent Amendments to the Declaration dated March 26, 2004 and recorded March 29, 2004 in Deed Book 2714 at Page 0551 and dated December 23, 2004 and recorded December 29, 2004 in Deed Book 2840 at Page 0740, Horry County records, and;

WHEREAS, ADA Ocean Boulevard Development II, LLC ("Builder") owns the real property as described on the attached Exhibit "A" (the "Multi-Family Parcel") which has been previously annexed into the International Club and subjected to the Declaration, including all amendments thereto and upon which Builder intends to construct Multi-Family units, and;

WHEREAS, Developer and Builder wish to remove Section 3.7 of the Declaration in its entirety so that there will be no restrictions on property management firs to operate any Multi-Family Association created on the Multi-Family Parcel; and,

WHEREAS, Developer and Builder wish to remove the Multi-Family Parcel from the general scope of certain restrictions within the Declaration to conform with other multi-family projects within International Club.

NOW THEREFORE, for and in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and Builder hereby declare and agree that the real property described in the attached Exhibit "A", made a part and parcel of this Fifth Amendment, is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and as already set forth in the Declaration, including all amendments thereto, and that said Declaration shall be amended as follows:

Instrument#: 2008000081522, DEED BK: 3344 PG: 2065 DOCTYPE: 069 06/20/2008 at 01:29:04 PM, 2 OF 5 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration, including all previous amendments thereto, shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and shall be, and hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the Fifth Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This Fifth Amendment to the Declaration shall be binding upon and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

AMENDMENTS

1. Builder shall use said annexed property described on the attached Exhibit "A" to develop its Multi-Family Parcel and may establish a Multi-Family Association pursuant to Section 2.3 of the Declaration.

2. Pursuant to Section 6.5 of the Declaration, the rate of Assessments for the Units in the Multi-Family Parcel shall not include the cost for maintenance, upkeep and repair of recreational amenities located on Common Areas within the International Club Subdivision and the Owners of Units within the Multi-Family Parcel shall not have the right to use said recreational amenities.

3. Owners of Units in the Multi-Family Parcel shall pay the Capital Contribution Fee to the International Club Association, Inc. calculated at the same rate as all Owners pursuant to the following provisions, as amended: Section 3.5 of the Declaration; Section 6.7 of the Declaration and Section 12.6 of the By-Laws.

4. Owners of Units in the Multi-Family Parcel shall pay the amount of One Hundred and Fifty ($150.00) and no/100 Dollars to the Association at the time a Unit is conveyed from the Developer to a third-party purchaser as a contribution toward the maintenance of the entrance and roads of the International Club PUD.

5. Owners of Units in the Multi-Family Parcel described on the attached Exhibit "A" are hereby granted, conveyed and transferred an easement of ingress and egress for vehicular and pedestrian traffic over and across all roads currently existing or to be constructed on any real property submitted to the International Club PUD.

RM

Instrument#: 2008000081522, DEED BK: 3344 PG: 2066 DOCTYPE: 069 06/20/2008 at 01:29:04 PM, 3 OF 5 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

6. The Multi-Family Parcel may be subject to such multi-family declarations as Builder shall determine; however any such declarations shall be in addition to and not in abrogation or substitution of those imposed by the Declaration, including all amendments thereto.

7. Kinsale Contracting, LLC is hereby named a Designated Builder as that term is defined in the Declaration and amendments thereto.

IN WITNESS WHEREOF, D.R. Horton, Inc. and ADA Ocean Boulevard Development II, LLC by their duly authorized officers, have executed this Fifth Amendment to the Declaration of Covenants and Restrictions for International Club this 4 day of ~~April~~ June, 2008

D. R. HORTON, INC.

By: _____
R. Doug Brown
Division President

ADA OCEAN BOULEVARD DEVELOPMENT II, LLC

By: _____
Joseph Moran
Its: Member

Instrument#: 2008000081522, DEED BK: 3344 PG: 2067 DOCTYPE: 069 06/20/2008 at 01:29:04 PM, 4 OF 5 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF HORRY)

I, the undersigned, a Notary Public for South Carolina, do hereby certify that R. Doug Brown as Division President of D.R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official seal this 4 day of June, 2008.

Notary Public of South Carolina

My Commission Expires: 9-24-2011

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF HORRY)

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Joseph Moran as Member of ADA Ocean Boulevard Development II, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official seal this 19 day of June, 2008.

Notary Public of

My Commission Expires: 1-12-2015

RHB

Instrument#: 2008000081522, DEED BK: 3344 PG: 2068 DOCTYPE: 069 06/20/2008 at 01:29:04 PM, 5 OF 5 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

EXHIBIT "A"

ALL THAT certain piece, parcel or tract of land being situate in Myrtle Beach, Horry County, South Carolina and more particularly described as "14.10 acres Combined Total" on a plat entitled "Combination Plat of TMS 194-00-02-109, 194-43-02-001, 0.13 Acre Portion of TMS 194-00-02-109 Combined with 194-00-02-107, TMS 194-00-02-109 Totaling 14.10 Acres Located at the International Club Golf Course, Myrtle Beach, South Carolina" prepared for ADA Ocean Boulevard Development II, LLC by Associated Land Surveyors, dated December 14, 2007 and recorded May 9, 2008 in Plat Book 237 at page 296 in the Horry County Register of Deeds, said plat being incorporated herein by reference and made a part and parcel hereof.

FDB

Instrument#: 2009000066841, DEED BK: 3406 PG: 1694 DOCTYPE: 001 06/19/2009 at 04:01:33 PM, 1 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTER OF DEEDS

New TMS Number 1943201313 split from tms 1940002101

Deed Book 3406 Page 1694

564

Prepared without the benefit of title search by :
Willcox, Buyck & Williams, P.A., 1991 Glenns Bay Road, Surfside Beach, SC 29575

Quit Claim Deed

The State of South Carolina)
) **KNOW ALL MEN BY THESE PRESENTS, THAT**
COUNTY OF HORRY)

D.R. HORTON, INC., (hereinafter called the "Grantor") in the State and County aforesaid, for and in consideration of the sum of **Five Dollars and no/100 ($5.00), and other valuable consideration,** to it in hand paid at and before the sealing of these presents by: **INTERNATIONAL CLUB HOME OWNERS ASSOCIATION,** (hereinafter called the "Grantee") in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property to wit:

ALL ITS RIGHT, TITLE AND INTEREST in that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in Socastee Township, County of Horry, State of South Carolina, and being designated as the **5.42 Acre Parcel** on that certain plat entitled "Subdivision Survey of 9.79 & 5.42 Acre Tracts for Suntech Management, Inc." prepared by Engineering and Technical Services, Inc, dated October 21, 1998, and recorded October 22, 1998 in Plat Book 158 at Page 155, Office of the Register of Deeds for Horry County, S.C.

This being a portion of the property as conveyed to D.R. Horton, Inc. by Deed of Plantation A.D., LLC dated April 25, 2003 and recorded April 29, 2003 in Deed Book 2588 at Page 1437, Office of the Register of Deeds for Horry County, SC.

Grantee's Address: P.O. Box 3537, Murrells Inlet, SC 29576
TMS #: 194-00-02-101

~~Signature page to follow~~

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 the singular the said Premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

WITNESS the Grantor's hand and seal this 19 day of June 2009.

Signed, Sealed and Delivered in the presence of:

GRANTOR:
D. R. Horton, Inc.

Linda Lawton
1st Witness

By: _____
R. Doug Brown
Division Vice President

Tracy D. Nolen
Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF HORRY) **(S.C. CODE ANN. §30-5-30(B)(C))**

I, the undersigned, a Notary Public for South Carolina, do hereby certify that R. Doug Brown as Division Vice President of D. R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of the foregoing Corporation.

Witness my hand and official seal this 19th day of June 2009.

Tracy D Nolen (L.S.)
Notary Public in and for the State of South Carolina
My Commission Expires: 9/16/13

G:\Users\Tracy\DRH\International Club\5.42 Ac Deed to HOA 6-19-09.wpd

STATE OF SOUTH CAROLINA	)	
	)	**AFFIDAVIT**
COUNTY OF HORRY	)	**S.C. Code Ann. §12-24-20 et. seq.**

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 properties being transferred are located at **The International Club** bearing Horry County Parent Tax Map Number of 194-00-02-101 were transferred by **D. R. Horton, Inc.** to **International Club Home Owners Association** on 19 day of June 2009.

3. Check one of the following: The deed is

   (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 (See Information section of affidavit):Consideration less than $100.00.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

   (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $.00_.

   (b) _____ The fee is computed on the fair market value of the realty which is _____ ($_____) Dollars.

   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____ ($_____) Dollars.

5. Check Yes _____ or No X 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:	$ 0.00
(b) Place the amount listed in Item 5 above here:	0.00
(c) Subtract Line 6(b) from Line 6(a):	$ 0.00

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

9. 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.

D. R. Horton, Inc.

By: _____
R. Doug Brown
Division Vice President

SWORN to before me this 19 day of June 2009

Mary D Nolle (L.S.)
Notary Public for the State of SC
My Commission expires: 9/6/13

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.
SPECIAL MEETING

APRIL 19, 2010
6:00 P.M.

~~525~~ Contract for Sale not Filed with Recorder of Deeds

565

MINUTES

The Special Members Meeting for the International Club Homeowners Association was held at St. James High School located at 10800 Highway 707, Murrells Inlet, SC 29576 on April 19, 2010 at 6:00 P.M.

I. Call to Order
The hour having been reached for the stated Special Meeting for the International Club Homeowners' Association, Inc. was called to Order. As is the custom of the International Club, the chairman appointed Julie Case as the recording secretary for the meeting.

II. All Members in attendance were asked to please stand for the pledge of allegiance.

III. Welcoming Statement
Chairman Toth thanked all Members present for attending this informational Special Members Meeting.

IV. Introductions
Present from the Board of Directors were Rosemary Toth, President of the HOA Board of Directors and Chairperson of this meeting, Maureen Sullivan/Vice President, Bill Freiboth/Director at Large, John Bianchi/Treasurer and Camille Noonan/Secretary. Representative from Central Electric Power was Bill Rogers, who is Manager of Rights of Way and Bill Saunders, Representative of CEP. Also accompanying Bill was Dwight Hollifield, General Manager of PIKE Energy Solutions. The Representative from K.A. Diehl & Associates was Julie Case Assistant Manager and served as the recording secretary. Also present was videographer Chuck Stokes with Stages Video Myrtle Beach SC.

V. Opening Statement
The purpose of the Special Members Meeting is to formalize an easement that the Board of Directors is granting to Central Electric Power Cooperative, Inc.

VI. Proof of Mailing
Rosemary stated that she has been handed a copy of the Notice and Proof of Mailing for this Special Members meeting. They appear to be in good order and will be filed with the Official Records of the Meeting.

VII. Central Electric
Bill Rogers from Central Electric explained to the Membership the plan to install power lines that will extend across Tournament Blvd. and International Club Blvd. He went into great detail of the location and the impact it will have to the area. Multiple visual plans were on display to illustrate the outcome of this project. Mr. Rogers revealed all details of the planning process and assured the Membership that all areas of possible concern were studied and taken into consideration.

VIII. Questions Relative to the Installation of the Power Lines
Homeowners were provided the opportunity to ask questions and express their concerns relative to the install of the power lines to representatives from Central Electric Cooperative as well as the Board of Directors. One collective concern was the impact to property value, which was addressed by a local independent real estate survey provided by Central Electric Cooperative. Additionally, each homeowner inquiry, covering a vast array of topics, was addressed on an individual basis providing substantial data to support the direction of the officially approved plan.

IX. International Club HOA Master Association Easement Compensation
Vice President Sullivan presented an informational breakdown on the amount and distribution of the funds that will be received from Central Electric Power.

1. Landscaping package – materials and labor to be provided by Central Electric
    a. 32 Indian Hawthorne (2-5')
    b. 26 Savannah Holly (6-8')
    c. 22 Wax Myrtle (4-5')
    d. 4 Palmetto Palm (8-10')

2. **EASEMENT COMPENSATION $83,000.00 to be dispersed as follows:**
Special Members Meeting Expenses $3,000
$889.50 Attorney fee for review
$600.00 CPA fee for review
$300.00 Videographer fee
$198.00 School rental fee
$395.12 Cost of postage & mailing of meeting notice to 670 homeowners
$294.80 Cost of envelopes & postage to mail checks to 670 homeowners
$150.00 Cost for K.A. Diehl staff to perform Recording Secretary Duties
$68.58 Cost of administrative expenses

$3,000.00 Total Meeting Expenses

Breakdown for remaining funds $80,000.00
$50,250 Funds to be distributed to 670 homeowners at the rate of $75.00 per unit owner

$15,000 Funds for potential Master Association landscaping projects (TBD)
$10,000 Funds to be deposited in money market account for contingent expenses
$4,750 Funds for tax liability ($2,186 quoted by CPA – balance as cushion)

$80,000 Total Allocations

X. Motion to Grant the Easement
A motion was made to grant the easement to Central Electric Power Cooperative, Inc.

Motion made by:	Bill Freiboth
Seconded by:	John Bianchi
Vote:	Passed unanimously with a roll call vote

BY THE BOARD

After the motion was passed, Central Electric Power Cooperative presented the Homeowners Association a check in the amount of $83,000.00 for the granting of the easement.

XI. Adjournment
A motion was made to adjourn the meeting at 7:04 P.M.

Motion made by:	John Bianchi
Seconded by:	Bill Freiboth
Vote:	Passed unanimously

Respectfully submitted by: _____
Julie Case, Acting Recording Secretary

Approved by: _____
Rosemary Toth, President

Start with Murrells Inlet Golf Plantation Association, Inc
The Opposition Rule International Club Association, Inc

Don't Get **International Club** ***Home Owners*** **Association, Inc**

Association: **Murrells Inlet Golf Plantation Association, Inc**
Alias. **International Club Association**

The Association" as defined in Section 1.3 as Murrells Inlet Golf Plantation **Home Owners** Association, Inc

The Opposition Rule International Club **Home Owners** Association, Inc

Section 1.3 of the Covenants does not define the association that way.

This applies to **International Club Property Owners Association, Inc**
(Before the HCA operated until September, 2008 (or January 2009, per assessments)

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

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

SEP 30 2010

SECRETARY OF STATE FOR THE STATE OF SOUTH CAROLINA

ARTICLES OF INCORPORATION
Nonprofit Corporation - Domestic
Filing Fee $25.00

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to S. C. Code of Laws §33-31-202, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is Murrells Inlet Golf Plantation Association, Inc

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is

[redacted]
Street Address

MURRELLS INLET	HORRY	SC	29576
City	County	State	Zip Code

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

RONALD JARMUTH
Print Name

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

Ronald Jarmuth
Agent's Signature

3. Check "a", "b", or "c" whichever is applicable. Check only one box.

a. [ ] The nonprofit corporation is a public benefit corporation.

b. [ ] The nonprofit corporation is a religious corporation.

c. [X] The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable.

a. [X] This corporation will have members.

b. [ ] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is

[redacted]
Street Address

MURRELLS INLET	HORRY	SC	29576
City	County	State	Zip Code

101001-0188 FILED: 09/30/2010
MURRELLS INLET GOLF PLANTATION ASSOCIATION, INC.
Filing Fee: $25.00 ORIG
Mark Hammond
South Carolina Secretary of State

9. The name and address of each incorporator is as follows (**only one is required, but you may have more than one**).

Name	Address	Zip Code
RONALD JARMUTH	[redacted] MURRELLS INLET SC	29576

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

Name (only if named in articles)	Signature of director
~~Name (only if named in articles)~~	Signature of director
Name (only if named in articles)	Signature of director

11. Each incorporator listed in #9 **must** sign the articles.

Signature of incorporator

Signature of incorporator

Signature of incorporator

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____

Filing Checklist

- Articles of Incorporation (in duplicate)
- $25.00 made payable to the South Carolina Secretary of State
- Political Associations must submit a CL-1Form and an additional $25 fee
- Self-Addressed, Stamped Return Envelope
- Return all documents to: South Carolina Secretary of State's Office
  Attn: Corporate Filings
  P.O. Box 11350
  Columbia, SC 29211

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

DECLARATION OF USE OF FICTITIOUS NAME "INTERNATIONAL CLUB ASSOCIATION"

569

THIS DECLARATION made on this 4 day of October, 2010, by MURRELLS INLET GOLF PLANTATION ASSOCIATION, INC a South Carolina non-profit corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is declared by applicable covenants running with the land to be the Homeowners' Association for the planned unit development (PUD) originally approved as the "Murrells Inlet Golf Plantation" and said PUD subsequently renamed by Amendment (to the Covenants) as the "International Club" PUD; and

WHEREAS said Covenants are found at Deed Book 2117 at Pages 1353 et seq applicable provisions as amended at Deed Book 2258 at Pages 1453 et seq; and

WHEREAS Declarant desires to clarify that it is the Homeowners' Association for the "Murrells Inlet Golf Plantation" PUD or the "International Club" PUD, however named or renamed,

NOW THEREFORE, pursuant to the applicable South Carolina statute and common law, Declarant states as a matter of public record it's use of the Fictitious Name "International Club Association" to be one and the same as the "Murrells Inlet Golf Plantation Association, Inc", a South Carolina non-profit corporation.

IN WITNESS WHEREOF, the undersigned **Murrells Inlet Golf Plantation Association, Inc** has caused this instrument to be executed as of the day and year first above written.

Murrells Inlet Golf Plantation Association, Inc
By it's President:

Ronald Jarmuth, President
Murrells Inlet Golf Plantation Association, Inc

October 4, 2010

Instrument#: 2010000100715, DEED BK: 3484 PG: 1188 DOCTYPE: 086 10/05/2010 at 10:22:38 AM, 1 OF 2 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

County of Horry
State of South Carolina

My Commission Expires August 8, 2015

Kathy D. Hare

KATHY D. HARE NOTARY PUBLIC SOUTH CAROLINA

570

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

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

DEC 01 2010

ARTICLES OF INCORPORATION
Nonprofit Corporation - Domestic
Filing Fee $25.00

SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to S.C. Code of Laws §33-31-202, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is INTERNATIONAL CLUB ASSOCIATION, INC

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is

[redacted]
Street Address

MURRELLS INLET	HORRY	SC	29576
City	County	State	Zip Code

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

RONALD JARMUTH
Print Name

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

Agent's Signature

3. Check "a", "b", or "c" whichever is applicable. Check only one box.
   a. [ ] The nonprofit corporation is a public benefit corporation.
   b. [ ] The nonprofit corporation is a religious corporation.
   c. [X] The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b", whichever is applicable.
   a. [X] This corporation will have members.
   b. [ ] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is

249 PICKERING DRIVE
Street Address

MURRELLS INLET	HORRY	SC	29576
City	County	State	Zip Code

101201-0184 FILED: 12/01/2010
INTERNATIONAL CLUB ASSOCIATION, INC.
Filing Fee: $25.00 ORIG

Mark Hammond
South Carolina Secretary of State

6. If this nonprofit corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. **If you are going to apply for 501(c)(3) status, you must complete section "a."**

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

[ ] If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

_____

OR

b. [ ] If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporations or to one or more of the entities described in (i) above.

[ ] If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

_____

7. If the corporation is a **mutual benefit corporation** complete either "a" or 'b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

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

b. [ ] Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

_____

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See S.C. Code of Laws §33-31-202(c)).

The Association may not assess any fines upon it's members. No meeting or record may be closed to any member. All ballots shall have the name of the voter. Any ambiguity shall favor a member.

9. The name and address of each incorporator is as follows (**only one is required, but you may have more than one**).

Name	Address	Zip Code
RONALD JARMUTH	[redacted] MURRELLS INLET SC	29576

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

Name (only if named in articles)	Signature of director

11. Each incorporator listed in #9 must sign the articles.

Signature of incorporator

Signature of incorporator

Signature of incorporator

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____

Filing Checklist

- Articles of Incorporation (in duplicate)
- $25.00 made payable to the South Carolina Secretary of State
- Political Associations must submit a CL-1Form and an additional $25 fee
- Self-Addressed, Stamped Return Envelope
- Return all documents to: South Carolina Secretary of State's Office
  Attn: Corporate Filings
  P.O. Box 11350
  Columbia, SC 29211

571

[redacted] TO BE A TRUE AND CORRECT COPY
[redacted] FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

MAR 07 2011

[redacted] OF STATE OF SOUTH CAROLINA

SOUTH CAROLINA SECRETARY OF STATE

NONPROFIT CORPORATION ARTICLES OF MERGER

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to the provisions of Section 33-31-1104 of the 1976 South Carolina Code of Laws, as amended, the applicant delivers to the Secretary of State these Articles of Merger.

1. The names of the merging corporations are:

MURRELLS INLET GOLF PLANTATION ASSOCIATION, INC

INTERNATIONAL CLUB ASSOCIATION, INC

2. Attach a duplicate copy of the plan of merger.

3. ☑ By checking this paragraph (#3), the applicant represents that (a) approval of the plan of merger by the members was not required, and (b) that the plan of merger was approved by a sufficient vote of the board of directors of each corporation. (Do NOT check this paragraph if member vote was required or if the required vote of directors was not obtained.)

4. If the approval of the members of one or more of the corporations was required to adopt the plan of merger, provide the following information.

(a) Designation (Classes of Membership):

(b) Number of memberships outstanding: _____

(c) Number of votes entitled to be cast by each class entitled to vote separately on the plan:

(d) Number of votes of each class indisputably voting on the plan:

(e) Complete ONE of the following as appropriate:

(1) Total number of votes cast for and against the plan by each class entitled to vote separately on the plan:

110311-0074 FILED: 03/07/2011
MURRELLS INLET GOLF PLANTATION ASSOCIATION, INC.
Filing Fee: $10.00 ORIG
Mark Hammond South Carolina Secretary of State

110311-0075 FILED: 03/11/2011
INTERNATIONAL CLUB ASSOCIATION, INC.
Filing Fee: $0.00 ORIG
Mark Hammond South Carolina Secretary of State

(2) Total number of undisputed votes cast for the plan by each class which was sufficient for approval by that class:

_____

_____

_____

5. ☐ By checking this paragraph (#5), the applicant represents that approval of the plan by some person or persons other than the members of the board is required pursuant to Section 33-31-1103(a)(3) of the 1976 South Carolina Code of Laws, as amended, and that the approval was obtained. (Do NOT mark paragraph #5 if either of these statements are not true.)

6. Delayed effective date: _____
(Unless a delayed effective date is specified, a merger takes effect when the articles of merger are filed.)

Date March 5, 2011

Murrells Inlet Golf Plantation Association, Inc
Name of Surviving Corporation

Signature

Ronald Jarmuth, President
Type or Print Name and Office

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If space on this form is not sufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk, which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of $10.00, payable to the Secretary of State.

Return to: Secretary of State
PO Box 11350
Columbia SC 29211

600 |

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION

ARCHITECTURAL GUIDELINES

ADOPTED: January 2005
Amended: June 2005
Amended: November 2005
Updated: January 2007
Amended: April 2008

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL REVIEW BOARD GUIDELINES
FOR MODIFICATIONS AND ALTERATIONS TO EXISTING RESIDENCES

I. INTRODUCTION

The Architectural Review Board (ARB) is appointed by the Board of Directors of The International Club for the purposes of ensuring the compatibility of design among the single and multi-family homes; to preserve and enhance the natural design objectives of the community; to establish and maintain a harmonious design for the community; and to promote and protect the value of properties within The International Club community.

In order to accomplish its purposes, The International Club Covenants and Rules and Regulations (CR& R's) state that no construction or improvements of any nature whatsoever will be commenced or maintained by the Association or any Owner, on any portion of the development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, patios, courtyards, amenity and recreational facilities, walls, fences, or exterior lights without approval by the ARB. Nor will any building construction, exterior addition, change or alteration be made (including, but not necessarily limited to all elevations) without the submission of a complete landscaping/architectural plan for the Unit and a complete tree survey/plat of the Unit showing the grading, filling, nature, kind, size, shape, height, materials, color and location of same and approval in writing as to the harmony of the exterior design and location in relation to the surrounding structures and topography to the ARB. Any change in exterior appearance of any building, structure, fence, sidewalk, wall, drive, exterior lighting, painting or other improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval by the ARB.

The ARB, in its sole and absolute discretion, has the right to approve or refuse plans, location, or specifications based upon aesthetic considerations.

The ARB shall have the authority to waive requirements set forth in the architectural standards in the Declaration of Covenants and Restrictions and these Guidelines on a case by case basis. The granting of such waiver will not impair or otherwise affect the right of the ARB to continue to require strict compliance with the stated requirements.

Owners may appeal a decision of refusal by the ARB by writing to the Board of Directors. The Board of Directors' decision is final and binding.

THESE GUIDELINES ARE NOT ALL INCLUSIVE. They are intended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other changes than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any change which represents a difference in the appearance of one's home. The ARB member will advise whether a formal application for the proposed change is necessary. ***Homeowners should also refer to The International Club COVENANTS and RULES & REGULATIONS.***

II. REVIEW AND APPROVAL PROCESS

A. Plan Approval

Submit an application and one copy of the preliminary drawings to the ARB for review. Submitted documents must comply with the Architectural Review Checklist attached hereto. Please be sure to provide material and color samples.

B. Final Inspection

Submit an application and one copy of the final construction/modification/alteration drawings and specifications to the ARB for final review.

C. Revision of Improvement Review

Submit one copy of drawings and/or letter of description of revisions or improvements to the ARB for review. No revisions or improvements shall be implemented without ARB approval.

D. Construction Scheduling

Construction must commence within six months from Final Approval or plans must be resubmitted to the ARB for review and approval.

E. Items Which Need No Approval

1. Changing of annual flowering plants, replacing dead vegetation and replenishing the same type of mulch
2. Installation of kick-plates on doors
3. Repaint house or trim in ***exactly*** the same color

III. HOMEOWNER GUIDELINES

These Guidelines are not all inclusive; Homeowners should also refer to The International Club Covenants and Rules & Regulations.

A. Site Grading

1. Site grading should not be undertaken without ARB approval.
2. Lots must have positive drainage. Water run-off should be directed to natural swales or storm drainage facilities installed by the developer. Underground recharge wells are strictly prohibited.
3. No structures or other items, including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the rights of ingress and egress provided for in this paragraph. Specifically, no Owner shall erect any structure, including, without limitation, walls, fences, or paving within the areas shown on the Plat of the Properties for the use of Drainage Easements, Utility Easements, or Sewer Easements, nor shall any Owner change the grade of any such easement area, provided however, that driveways may cross utility and drainage easements at the front of the lots subject to prior approval of the Association and that any planting in easement areas shall not interfere with the applicable easement and shall be limited to grassing and small shrubbery.

B. Driveways/Sidewalks

1. Driveway and sidewalk surfaces may be coated ***with*** ARB approval. Clear concrete sealant of the driveway or sidewalk does not need ARB approval.

C. Hot Tubs, Jacuzzis, Tennis Courts

1. Hot tubs and jacuzzis require approval from the ARB. Hot tubs and jacuzzis must have a locking cover and be screened from view. All such improvements shall be subject to approval of

and compliance with all governmental laws and regulations (both State and County).

2. Tennis courts are not permitted on any lot within The International Club.

D. Pets

1. No exterior dog houses, kennels, fenced runs or pens for the housing of any pet shall be maintained on any lot.

2. All animals must be kept on a leash when they are outside the Owner's residence and must not become a nuisance to other residents by barking or other acts. Owner shall be responsible for all damages caused by such pets, and such damages may be collectible by the Association against the Owner's unit in the same manner as an assessment as provided herein.

3. ***Pet owners are required to clean up after their pet at all times.***

E. Exterior Lighting

1. Exterior lighting must be approved by the ARB. Colored lamps will not be permitted. Exterior lights and bug zappers must not be nuisance to adjoining properties. Lamppost and low voltage decorative lighting must also be approved by the ARB.

2. Sensor lighting must not infringe upon one's neighbors' privacy.

3. All holiday lighting should be displayed for a reasonable limited time, before and after the time of celebration. Holiday lighting can not be displayed before the Thanksgiving holiday and must be removed no later than the 10th of January.

F. Trash Receptacles and Trash Pick-up

Each homeowner is provided with a trash receptacle as required by the company contracted to provide trash removal.

1. The trash receptacle shall be visible from the streets on garbage pick-up days only.

2. Any trash receptacle screening must be approved by the ARB. All screening must be securely anchored per hurricane specifications.

G. Communication System

1. There shall not be permitted or maintained any type of radio or communications system antenna (other than normal receive-only radio antennae) or satellite dish on any exterior portion of a dwelling or on any Unit without approval from the ARB. No satellite dish may exceed 24 inches in diameter.

H. Utilities/Service Areas/Accessory Structures

1. No clothesline shall be located upon the premises so as to be visible from any Common Area or other Unit.

2. No window air-conditioning units shall be permitted without ARB approval.

3. No structure of a temporary nature shall be placed or allowed to remain upon any Unit at any time.

4. No oil or natural gas drilling, refining, quarrying, or mining operation of any kind shall be permitted.

5. No individual water supply system shall be permitted upon any Unit with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved by the ARB in all respects, including the pump and the covering or screening thereof and method of operation, prior to installation.

6. No surface toilets or septic tanks are permitted on any Unit other than those utilized by contractors involved in the actual construction of improvements on a Unit.

I. Landscaping

1. All landscaping must be maintained in a manner consistent with the standards of the

community. It is expected that Owners will observe seasonal needs for replanting, changing of annual flowering plants, and replenishing mulch as needed. No cultivated vegetable garden plots of any size are permitted.

2. No trees or bushes of any kind having a diameter of six inches or more (measured from a point two feet above ground level) shall be removed from any Unit without the express written authorization of the ARB. The ARB shall further have the authority to require any Owner removing a tree in violation of this clause to replace same at such Owner's expense. The ARB shall have the right to have specimen trees preserved and to have site planning and plans approval providing for their preservation.

J. Lawn and Garden Implements/Grills, Etc.

1. Lawn and garden implements must be stored in the garage, or off-site, when not in use (i.e. wheelbarrows, rakes, shovels, etc.)

2. Garden hoses should be stored properly indoors or outdoors on suitable mounts, or neatly coiled up in an inconspicuous area.

3. Grills must be kept on back patios and/or out of sight from the street when not in use.

K. Firewood

1. Firewood may be stored neatly only on that part of any Unit away from the street lying beyond the front line of the house and in a manner and location that is not viewable from any street when possible, in a rack above grade.

L. Recreational Equipment

1. Recreational equipment (i.e. basketball goals, bicycles, golf carts, etc.) must be stored indoors when not in use.

2. Swing-sets must be approved by the ARB and if approved must be securely anchored per hurricane specifications.

M. Banners/Signs/Letters

1. No banners, signs, or letters shall be attached to any Unit or located in or about windows and/or property visible from the street or adjoining properties without ARB approval.

2. There is one approved For Sale sign, which is green with white lettering, 24 X 24 inches with the community logo, For Sale and a contact phone number. Please contact the HOA management company concerning the availability and purchase of the approved sign.

N. Gazebos, Arbors, Trellises, Etc.

1. Structures such as gazebos, arbors, trellises, awnings, wishing wells, and the like must be approved by the ARB and must be securely anchored according to hurricane specifications.

O. Lakes-Fences/Barriers/Docks/Piers

1. No foliage or vegetation on bodies of water or water courses shall be removed or altered without permission of the ARB.

2. No dock, pier, landing, wharf, or other structure shall be constructed, placed, or allowed to remain on any body of water, water course without the approval of the ARB, the Association, and in appropriate cases, governmental entities having jurisdiction.

3. No fences shall be permitted which obstruct the view of any stream or other body of water, golf course, or recreational amenity when viewed from inside any other Unit, or which interfere with the playing of golf on any nearby golf course or with the use of any recreational amenity.

4. No water vehicles shall be permitted on any body of water.

5. No waste, garbage, or waste waters are to be discharged, dumped or otherwise placed

or allowed to remain in or near any body of water or water course.

6. Lake unit homeowners must refer to the Covenants for further guidelines and restrictions.

P. Golf Course Lots

1. "Golf Fairway Residential Areas" is defined as all those residential lots or tracts or blocks of land intended for residential development located adjacent to any golf course located in the community.

2. That portion of any golf fairway residential lot or residential tract within twenty feet of the lot or tract line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or tract landscaping plans must be approved by the ARB before implementation.

3. There is reserved to the Association a "Golf Course Maintenance Easement Area" on each lot or tract adjacent to any golf course located in the community. The recovery of golf balls only, not play, is permitted in such areas.

4. Golf course unit homeowners must refer to the Covenants for further guidelines and restrictions.

Q. Conservation Area Lots

1. Conservation easement areas shall be maintained in their natural state. The removal of trash, weeds, or dead, decaying, or diseased vegetation may be allowed by the HOA. Any natural buffer zone shall not be disturbed in any manner and/or for any reason.

2. No construction or planting shall be allowed in any conservation easement or natural buffer area.

3. No disposal of trash, yard waste, garbage, and/or construction waste shall be allowed in any conservation easement or natural buffer area.

4. Conservation area/natural buffer area unit homeowners must refer to the Covenants for further guidelines and restrictions.

R. Mailboxes

1. Each Owner will use and maintain the mailbox design and type established by the Developer.

2. Owners should contact the Association Management Company for information concerning the type and color of paint and replacement boxes.

3. Lettering and/or numbering must be approved by the ARB.

S. Fences

1. No fence or fence wall shall exceed a height of four feet.

2. Pre-finished black or white steel, aluminum and vinyl are the recommended materials. All fence designs, colors, locations must be approved by the ARB. Said fences shall match or complement the colors of the exterior on the principal house structure. No chain link fences are permitted.

3. No fence may be constructed or maintained on the portion of the unit between the single family dwelling and the golf course parcel, unless otherwise approved by the ARB.

4. Fences will not be constructed in the front yard of any Unit.

5. No fences shall be permitted which obstruct any view from inside or outside any other Unit, or which interfere with the playing of golf on any nearby golf course or with the use of any recreational amenity.

6. Fence locations must be approved by the ARB prior to installation.

IV. ARCHITECTURAL GUIDELINES

These Guidelines are not all inclusive; Homeowners should also refer to The International Club Covenants and Rules & Regulations.

A. Exterior Materials/Colors

1. Acceptable exterior materials/colors include black or white painted or stained wood, natural colored brick, and vinyl siding. Roof colors should be dark and every effort should be made to match the existing roof when repairs are made. Roof penetrations must be dark and every attempt should be made to match the roof color. Recommended gutter color is white. The paint color of the exterior of residences, or screening, shall not be modified without the approval of the ARB.

2. Unacceptable exterior materials/colors include, but not limited to, untreated wood, glazed or yellow brick, concrete bricks, masonry block, exterior wainscoting, aluminum siding, vivid or bright colors.

B. Carports/Garage Doors

1. Carports are not permitted. Decorative garage doors are not acceptable.

C. Solar Devices

1. Solar devices are discouraged but requests will be reviewed by the ARB. Devices should be compatible with the site, and integrated within existing architecture.

D. Exhaust Fans

1. Exhaust fans are permitted and should be installed in unobtrusive roof locations, preferably in the rear of the house, and should be painted to match the roof shingles.

E. Propane Gas Tanks

1. Any propane gas tank shall be buried underground on the Unit and the lid shielded from view from any road by plantings or other means approved by the ARB.

F. Windows and Doors

1. Windows and doors shall be compatible with the house and be of quality materials. The use of standard or wood doors in conventional wood finishes is acceptable. Natural aluminum windows and doors are unacceptable.

2. Any decorative front doors (etched glass, grillwork, etc.) will require ARB approval.

3. Storm/screen doors for the front of the house or facing any street must be full view (90%); side and back doors not facing any street must be 60% view. Color must match house trim. A catalog cutout of the proposed door must be submitted to the ARB for approval.

G. Service Signs

1. No service industry signs are permitted except for a security systems deterrent sign and an electric invisible fence sign. Signs must be tastefully located in the front of the residence and should not exceed a maximum size of 12 inches X 12 inches. All signs must be approved by the ARB.

H. Decorative Shutters/Hurricane Shutters

1. Standard shutters may be installed to replace or augment the original shutters installed at the time of construction and may also be installed on side or rear windows. Style and color must be approved by the ARB.

2. Hurricane shutters must be approved by the ARB. Such shutters may be put up no

A. Architectural Review Board Fee(s) and Deposits

	Non-refundable ARB Review Fee	Impact Deposit*	Landscape Deposit*
1. Additions-under Roof **	$ 100.00	$ 250.00	$ 500.00
2. Masonry/Concrete Patios, Walks ** (over 100 square feet)	50.00	250.00	250.00
3. Enclosed Covered Areas**	50.00	250.00	250.00
4. Privacy Screens, Other Small Projects	N/C	N/C	N/C
5. Fence Installation **	N/C	N/C	N/C
6. Roof Shingle Replacement **	N/C	N/C	N/C
7. Landscaping, Tree Removals, etc. **	N/C	N/C	N/C

**Include Unit Site Survey with Application

* Impact and Landscape Deposits: Deposits may be refunded after completion of the project, final inspection, and certificate of occupancy (under roof additions) is obtained from Horry County and the ARB. These deposits cover any damages to The International Club common areas from contractors, vendors, etc. during construction. Refund amounts may vary according to the scope of the project, i.e. utilization of heavy equipment, including, but not limited to, trucks with more than two axles, track-driven equipment, front-end loaders, backhoes, concrete trucks, dumpsters, etc. No plans will be accepted for review by the ARB until receipt of Application fees and deposits. Be sure to write two checks - one for the Review Fee and one for both deposits. Makes checks payable to "The International Club HOA".

B. Penalties/Fines - Architectural Guideline Violations

1. Failure to submit a required modification request - up to $50.00 per occurrence or modification. Depending on the level of cooperation in resolving the violation, a waiver of this fine by the Board of Directors may be granted if requested.

2. Failure to submit a required modification request within two weeks after being fined per V.B.1 above - up to $100.00 per month until the modification is submitted and approved.

3. Installations that are not in compliance with the approved plan will result in a fine of $100.00 per month until it is in compliance with an approved submission.

THESE GUIDELINES ARE NOT ALL INCLUSIVE. They are intended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other changes than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any change which represents a difference in the appearance of one's home. The ARB member will advise whether a formal application for the proposed change is necessary. ***Homeowners should also refer to The International Club COVENANTS and RULES & REGULATIONS.***

THE INTERNATIONAL CLUB
ARCHITECTURAL REVIEW BOARD
MODIFICATION SUBMITTAL CHECK LIST

Before submitting the Modification Request Application, please take a moment to review this Checklist to be sure that all requested information and documentation is provided to the Architectural Review Board (ARB). This will help prevent delays and will expedite the decision-making process. The more information the better. If you are not sure that you have provided all the necessary information or have any questions, please contact _____at _____ prior to mailing or hand delivering your Application.

_____ **Copy of the plat of your lot, which reflects the footprint of your house, existing easements, setbacks, etc.**

_____ **Fences:** include a picture of the style of fence, the type of material, the color, and the height. Note on your plat the proposed location.

_____ **Trash can enclosures:** include a picture of the style of screening, the type of material, the color, and the height and width. Note on your plat the proposed location.

_____ **Landscape Improvements:** include a list of the type of vegetation (pictures would be helpful). Note on your plat the proposed location. A landscape plan may also be submitted.

_____ **Landscape bedding:** if changing the bedding materials include a sample of the material to be used. Note on your plat the proposed location.

_____ **Lawn edging:** include a picture of the style and a color sample. Note on your plat the proposed location.

_____ **Lawn lighting:** include a picture of the type of lighting. Note on your plat the proposed location.

_____ **House addition:** include a copy of the contractor's plans. Note on your plat the proposed location. Be sure that the roof line conforms to the existing architecture and that shingles match. Include materials types and colors. Pictures depicting the end result would be helpful.

_____ **Screened in patio:** include a copy of the contractor's plans. Include material types and colors. Note on your plat the proposed location. Be sure that the roof line conforms to the existing architecture and that shingles match. Pictures depicting the end result would be helpful.

_____ **Storm doors:** include pictures of the style and color. Note on your plat the proposed location.

_____ **Driveway coating:** include a picture of the color and pattern, if any.

_____ **Stepping stones/pavers:** include a sample of the stone and/or a picture showing style, shape and color. Note on your plat the proposed location.

_____ **Patio extension:** include materials types and colors. Note on your plat the proposed location.

If the above checklist does not address the improvement you wish to make, please call as indicated above, for a list of specific information needed to be submitted with your Request.

THE INTERNATIONAL CLUB
ARCHITECTURAL REVIEW BOARD
MODIFICATION REQUEST APPLICATION

In an effort to provide and protect each homeowner's rights and property value, it is required that any homeowner or group of owners considering improvements to their deeded property which affects the structure of a building common to other homeowners, or improvements which are visible from other homes, submit a REQUEST APPLICATION to the Architectural Review Board (ARB) prior to initiating work on planned improvements.

Owner's Name: _____ Home Phone: _____
Cell Phone: _____
Work Phone: _____

Lot #: _____ Street Address: _____

What is the nature of the improvement that you propose (ex. awning installation, addition to home, porch enclosure, satellite dish, landscaping, etc.) Please be specific:

Location of Improvement (check area): _____Front of House_____Back of House
_____Side of House_____Patio_____Garage_____Other(please explain):
_____

Materials and colors that you will use for the proposed improvements(provide samples):

I understand that the ARB and the Board of Directors will act upon this request at the next regular meeting. I also understand that if enough information is not included in this Request Application that it may be returned to me for more information. I cannot begin this improvement until I have received written approval from the ARB.

Date of Request: _____

Homeowner's Signature: _____

Be sure to obtain a copy of the ARB Modification Checklist for a detailed list of information that should be submitted with this application.

601

Architectural Review Board Modification Request Application

In an effort to provide and protect each individuals homeowner rights and property value, it is required that any homeowner or group of owners considering improvements to their deeded property which affects the structure of a building common to other homeowners, or improvements which are visible from other Homes, submit a REQUEST APPLICATION to the ARB prior to initiating work on planned improvements.

Owner's Name: RONALD JARMUTH

Home hone: 843-314-4355

Lot #: 12 **Address:** 249 PICKERING DRIVE

What is the nature of the improvement that you propose (Example: awning installation, addition to house, porch enclosure, satellite dish, signage, landscaping, etc.) Please be specific:

PLAY / SWING SET.

*[**Revision of Improvement Review** - Submit one copy of drawings and/or letter of description of revisions or improvements to the Developer/ARB for review. No revisions or improvements shall be implemented without Developer/ARB approval.]*

See attached letter.

Location of Improvement (check application area): _____ **Front of House** _ _ **Back of House** _____ **Garage** _____ **Patio XXX Right Side of House**

Other, (please explain):

Materials and colors that you will use for the proposed improvements:

Cedar Wood with Green Plastic fittings.

I understand that the Architectural Review Board and the Board of Directors will act upon this request, at the next regular meeting. I also understand that if enough information is not included in this REQUEST APPLICATION that it may be returned to me for more information. I cannot begin this improvement until I have received written approval from the International Club Architectural Review Board.

Date of Request: July 21, 2009

Homeowner Signature: *Ronald Jarmuth*

TO: INTERNATIONAL CLB HOMEOWNERS ASSOC
ARCHITECTURAL REIEW BOARD (ARB)

SUBJECT: REQUEST FORAPPROVAL OF SWING SET AS PROPOSED

I am requesting approval of a child's swing set to be erected on the right side of my house adjacent to the right (of two) Cul De Sac's as specified below.

I am requesting that my next door neighbor, Mr. Cartman abstain from this decision and that his input be considered only as that of another homeowner. I also request that you ignore any comment of his which relates to noise that a child can make or which relates to him seeing children at play.

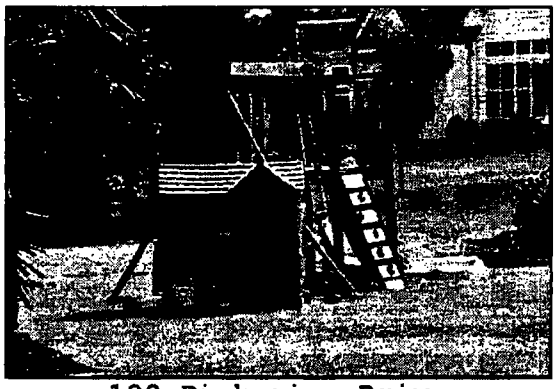
During planning for this I have consulted with Jay and Yvonne Cartman, who live on that side of my house, in an effort to accommodate him. He stated that no barrier of any sort is acceptable to him as a gesture of good will from me to him.

Mr. Cartman has stated that he is absolutely opposed to anything adjacent to his house which involves children because he bought the house he is in to be away from children - a posture which posits that this is a retirement community, which it is not, and which is quite frankly a violation of the federal civil rights stature (which prohibits any decision which takes into account the existence of children in a family). Mr. Cartman told me that he bought his house because he had been assured that neither homeowner on either side of the house he is in had children. He made no inquiry of me and I made no commitment to him, nor do I owe him any obligation or duty with regard to children.

State law as to covenants prohibits enforcement of any rule or restriction where a waiver has already been granted or where something has already been permitted (however it came to be). To do otherwise is called "capricious and selective enforcement" and is illegal.

The Architectural Guidelines have no restriction on where a swing set may be placed. Paragraph L, Recreational Equipment, Subparagraph 2, says only that "*Swing-sets must be approved by the ARB and if approved must be securely anchored per hurricane specifications.*"

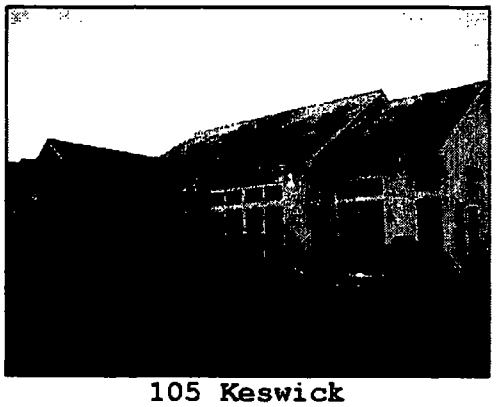
I have identified one child's swing / play set in Pebble Creek which is very similar to mine. It is behind the house at 105 Pickering Drive (Scott and Kelly Allen) - except I do not intend to install a Plastic Playhouse with the unit.



109 Pickering Drive

Please note that it was installed without any fence and it can plainly be seen from the adjacent houses (viewed from windows and living areas, not from a blank wall).

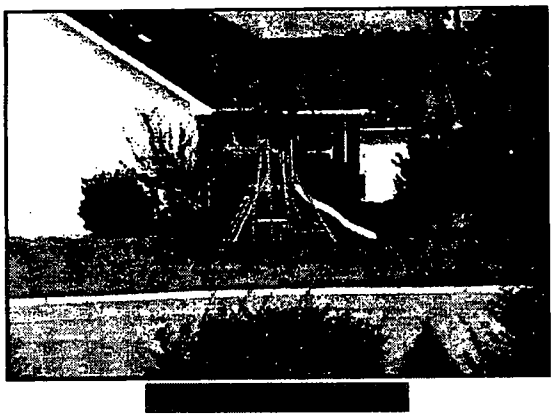
Another even larger swing / play set was for many years behind another house in Pebble Creek - at 105 Keswick.



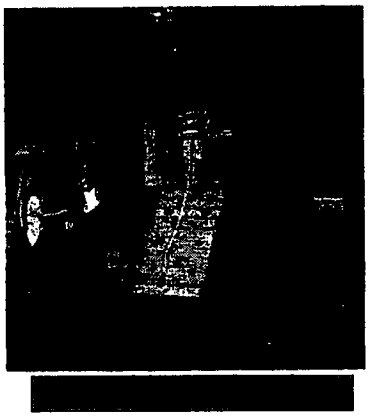
105 Keswick

My play set central unit is roughly the size of ONE of the TWO double towers in the play set at 105 Keswick (Jason & Elizabeth Boudreau). Or put another way, my proposed play / swing set is the size of one of the two Keswick towers plus the swing bar of 105 Keswick. The Keswick unit is visible from the neighbors' houses. There is no fence.

Thomas and Michelle Parr live across the street from me at 239 Pickering Drive. Their swing set is plainly visible to me when I eat breakfast, work in my kitchen, or stand in my driveway. It is also plainly visible from the windows of their / my neighbor on the house to their right - Joan Piotrowski at 243 Pickering Drive. The Parr's swing set has no fence.



The swing set which I propose to install is pictured below:



It can thus be plainly seen that the ARB / HOA has approved swing sets like the one I propose to install - And Larger. And it can alsc be plainly seen that there are at least three swing sets installed in Pebble Creek without any fence at all, and further that all three can be plainly seen from windows and porches of the adjacent houses; and that the one closed to my house, Parr, can be seen from a cul de sac exactly as mine will be.

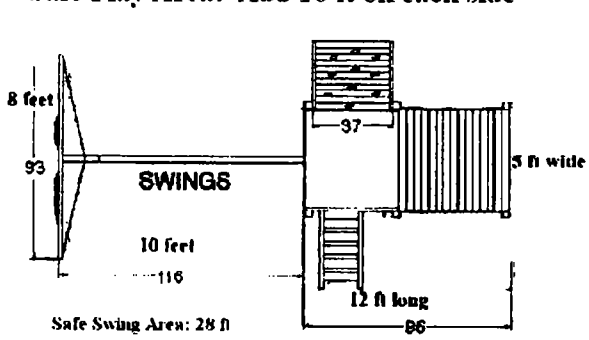
In approving Pebble Creek the lots had to meet a minimum size (or bigger). The placement of the house was up to the builder but a certain amount of "uncovered" land was required for the use of the owner - not as "open space" for the community.

My lot is rather peculiar. While most other houses in Pebble Creek have miniscule side yards (i.e., none at all) with houses built side to side almost touching and with a substantial yard in back satisfying the uncovered space requirement of the County, my lot has a trivial "rear" area and instead places the open space available for the owner on the left and right. My house is unique in that there are no houses to the left and right - only cul de sacs. The largest of this space is on the side of my house nearest to Jay and Yvonne Cartman. The side of

the Cartman house facing mine has NO WINDOWS, thus a play set on that side of my house can not actually be seen by the Cartmans. From within the front of the Cartman's house one can not see a play set on that side of my house either (one would have to be standing in the Cartman driveway or entrance sidewalk to see it).

When I went to negotiate with Jay and Yvonne Cartman, another comment was that if I put a fence up it would diminish their property values because it would then be obvious that their lot is much smaller than their lot appears to be. My lot line goes almost to the left side of their driveway (as it does for my other neighbor, the Bernstein's). So visitors to their house assume that a large portion of my lot adjacent to Cartman belongs to Cartman. The desire to perpetuate this deception is not a valid basis for an objection.

Swing sets need a footprint at least ten (10) feet beyond the front and rear of where the swing of a swing goes (that is, ten feet further than where a swing would be if swung to the extreme front or rear). For a swing with a six (6) foot chain, that means that the foot print of the swing set has to be 32 feet front to back (6 + 6 + 10 + 10) to leave a safe margin for a child "flying" off a swing seat.



Jay suggested that I should put it, if I had to put it, on the rear "rear" of my house. This is problematical for a number of reasons. First, the rear of the house lacks a sufficiently deep footprint. The same applies to the left side of my house where my driveway is. And placing it on the left side of my house would mean that the neighbors on that side would see it, instead of Jay. This "not in my back yard" ("NIBBY") is not an acceptable criterion for an ARB decision. Parr's swing set is visible from houses in the same cul de sac (mine and Joan's) and

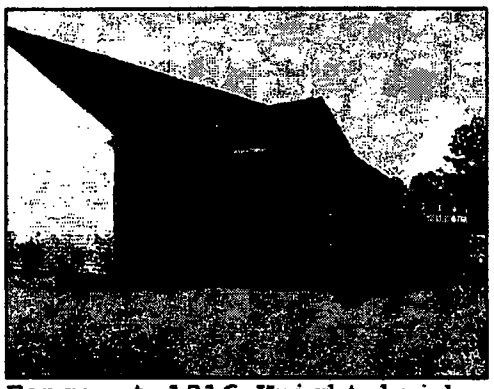
that establishes that swing sets can be placed adjacent to a cul de sac. Swing sets larger and of the same type that I desire to install have been approved and are in place - and all without fences. To deny placement where I desire to place it would be to deny my children the right to have a swing set (because of the foot print issue) - which is illegal. The ARB is reminded of the two other legal issues here: Waiver by prior approval and selective and capricious enforcement, which is also illegal.

I do in fact sympathize with the Cartman's and have made several attempts to negotiate. I have offered to allow their grand daughter to use the swing set with my children. The bottom line with Jay and Yvonne is that they say they don't like children around where they live, which is inappropriate outside of a retirement community.

I desire to install the play / swing set soonest so that my children can use it this summer.

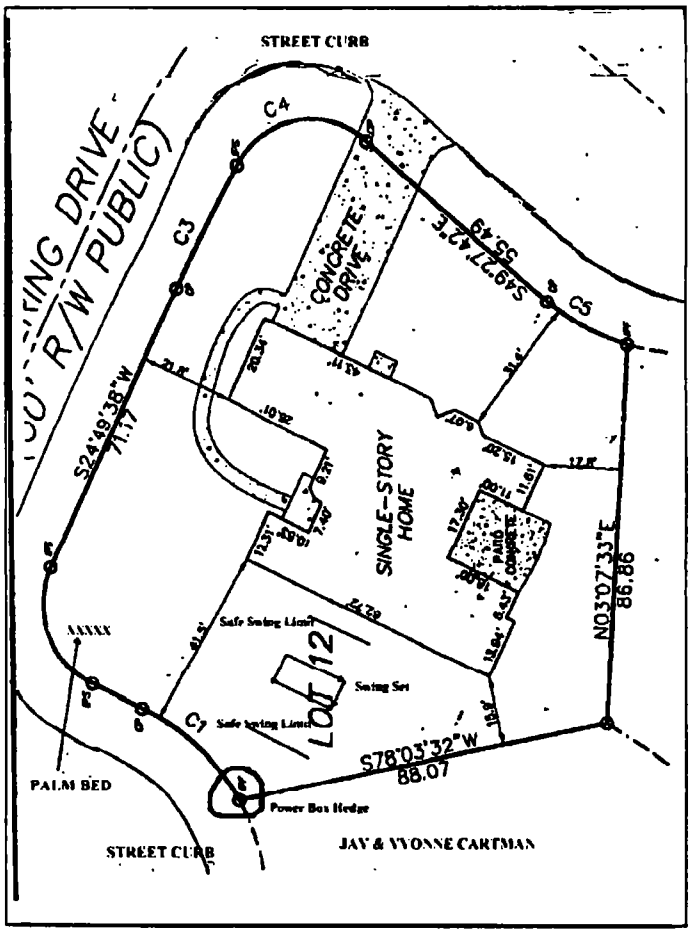
In an effort to be gracious I have offered the following solution: To extend (next March, when palms are again available) the palm tree bed I installed this past March to a point five or six feet from the hedge around the power box - but not as a requirement for the installation of the swing set (no fences or hedges were required to the three I have cited). That would give some ambiguity about the lot line and continue some sort of deception about Jay's lot size (it would also facilitate trimming that hedge). Next March I would likewise extend the palm tree bed along Pickering to block the view from the actual street - but likewise not as a condition of installing the play / swing set. A palm tree bed is approximately ten times more expensive than a hedge and five times more expensive than a fence.

In passing, I take the opportunity to identify the fence I would put up, if a fence was used instead of a palm bed. One such is found at 1016 Knightsbridge.



Fence at 1016 Knightsbridge

Plat Map:



Ronald Jarmuth
[redacted]
Murrells Inlet, SC
843-314-[redacted]



OUR BACKYARD - NO ROOM FOR SWING SET



SIDE YARD - ENOUGH ROOM FOR SAFE ZONES AROUND PAYSET

International Club HOA, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576
(843) 357-9888

602

8/5/2009

104-12
Ronald E. Jarmuth
[redacted]
Murrells Inlet SC 29576

[redacted]

NOTICE OF DISAPPROVED REQUEST

Dear Owner:

Unfortunately, your request for Architectural Change has been disapproved. Specifically, your request for the following change:

The installation of a swingset on the side of a home which is visible to the street and infringes on other homeowner's enjoyment of their property is prohibited. The examples provided were 109 Pickering (which actually is 105 Pickering), 249 Pickering (which is 239 Pickering) and 105 Keswick (which is only visible from the golf course). Every existing swingset was located in the rear of the homes. None of the above examples are located on the side of the homes. This application must be denied based on the location of the swingset.

The Community is charged with the responsibility of preserving the aesthetic appearance of the Community to help protect the value of the homes. Occasionally, this means rejecting a Request for Approval. The Architectural Review Board would like to suggest the following for your consideration. If you decide on one of the alternatives please complete the enclosed application for the board to review.

We appreciate your cooperation in submitting this Request for Approval. Please do not get discouraged from making Requests in the future. Most are approved. Again, an attractive Community helps all of us get the full value from our homes when we decide to sell.

FOR THE ARCHITECTURAL REVIEW BOARD

Very truly yours,

Julie Case

Julie Case, Assistant Manager
KA Diehl & Associates, Inc
Managing Agent for International Club HOA, Inc.
Email: julie.case@kadiehl.com

November 18, 2009

Ms. Brown: 603

Please note on page 4 of the ARB guidelines, L.2 "Swing-sets must be approved be the ARB and if approved must be securely anchored per hurricane specifications".

This ARB did not approve Mr. Jarmuth's swing set application. Early last year, his first application was denied by the ARB which was comprised of a totally different group of members. This year and last year the ARB denial was not due to the setback location.

Because of Mr. Jarmuth's property configuration the swing set would visually be in the front yard of the next door neighbor. The ARB has never approved a swing set in any location other than the back yard.

Mr. Boudreau's swing set is in the back yard, not visible from the street and was installed inches (3-4) into the set back. The ARB deemed that those 3 to 4 inches were not critical to its placement. However, we can only stress that it is located in the back yard of the home.

I am sure you are aware that approval or denial comes from the ARB and not the HOA Board.

Mr. Jarmuth did not follow the appeal process as stated in our documents. It is hard to understand why Mr. Jarmuth contacted the Human Affairs Commission before following that appeal process our documents outline.

Ms. Brown, if we can answer any question we would be happy to make ourselves available.

Sincerely,

Rosemary H. Toth
President – Int'l Club HOA

604

15. Identify the owners by name and address of any lot which now has, or ever has had, children's playground equipment on said lot.

ANSWER: **Listed below are the names and addresses where swings/play sets have been permitted:**

1. **Fleishman,** [redacted]
2. **Bailey, 512**
3. **Bernstein -**
4. **Parr – 239**
5. **Llewellyn -**
6. **Vargo – 10**
7. **Vietri – 60**
8. **Jordan – 8**
9. **Anderson -**
10. **Boudreau -**
11. **Knaffle – 1**
12. **Sobczyk –**
13. **Mahnke –**
14. **Magnetico**
15. **O'Harra –**
16. **Mitchell –**
17. **Mullins – 3**

16. Identify by name, lot address and date any instance where a homeowner has been permitted to erect a fence situated between his lot and an adjacent lot.

ANSWER: **Listed below are the dates, names and addresses where fences have been permitted:**

1. **February 4, 2004 - Diskin** [redacted]
2. **September 1, 2004 - Bern**
3. **September 22, 2004 - Cip**
4. **September 28, 2004 - Ten**
5. **October 15, 2004 - Buller**
6. **February 2, 2005 - Lattig**
7. **March 8, 2005 - Small - 1**
8. **June 13, 2005 - Wronka -**
9. **August 5, 2005 - Anthony**
10. **August 16, 2005 - Bergma**
11. **September 8, 2005 - Swee**
12. **January 17, 2006 - Sciarr**

MARCH 17 2011

STATE OF SOUTH CAROLINA)) COUNTY OF HORRY)	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT CIVIL ACTION NO.: 2010-CP-26-11320
Ronald Jarmuth,)) Plaintiff,)) vs.)) The International Club Homeowners) Association, Inc.,)) Defendant.)	605 DEFENDANT THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.S' ANSWERS TO PLAINTIFF'S RULE 33 INTERROGATORIES

Defendant The International Club Homeowners Association, Inc., by and through its undersigned counsel, hereby answers Plaintiff's Rule 33 Interrogatories as follows:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

1. **William Freiboth**
President of the International Club Board of Directors
c/o McNair Law Firm, P.A.
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577

No written or recorded statements have been taken from this witness.

2. **Rosemary Toth**
c/o McNair Law Firm, P.A.
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577

No written or recorded statements have been taken from this witness.

3. **Maureen Sullivan**
c/o McNair Law Firm, P.A.
2411 Oak Street, Suite 206

MARK UP

606

INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION

ARCHITECTURAL GUIDELINES

ADOPTED: January 2005
Amended: June 2005
Amended: November 2005
Updated: January 2007
Amended: April 2008
Amended: July 2010
Amended: November 2011

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW BOARD GUIDELINES

FOR MODIFICATIONS AND ALTERATIONS TO EXISTING RESIDENCES

I. INTRODUCTION

The Architectural Review Board (ARB) is appointed by the Board of Directors of the International Club for the purposes of ensuring the compatibility of design among the single and multi-family homes; to preserve and enhance the natural design objectives of the community; to establish and maintain a harmonious design for the community; and to promote and protect the value of properties within the International Club community.

In order to accomplish its purposes, the International Club Covenants and Rules and Regulations (CR& R's) state that no construction or improvements of any nature whatsoever will be commenced or maintained by the Association or any Owner, on any portion of the development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, patios, courtyards, amenity and recreational facilities, walls, fences, or exterior lights without approval by the ARB. Nor will any building construction, exterior addition, change or alteration be made (including, but not necessarily limited to all elevations) without the submission of a complete landscaping/architectural plan for the Unit and a complete tree survey/plat of the Unit showing the grading, filling, nature, kind, size, shape, height, materials, color and location of same and approval in writing as to the harmony of the exterior design and location in relation to the surrounding structures and topography to the ARB. Any change in exterior appearance of any building, structure, fence, sidewalk, wall, drive, exterior lighting, painting or other improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval by the ARB.

The ARB, in its sole and absolute discretion, has the right to approve or refuse plans, location, or specifications based upon aesthetic considerations.

The ARB shall have the authority to waive requirements set forth in the architectural standards in the Declaration of Covenants and Restrictions and these Guidelines on a case by case basis. The granting of such waiver will not impair or otherwise affect the right of the ARB to continue to require strict compliance with the stated requirements.

Owners may appeal a decision of refusal by the ARB by writing to the Board of Directors. The Board of Directors' decision is final and binding.

THESE GUIDELINES ARE NOT ALL INCLUSIVE. They are intended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other changes than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any change which represents a difference in the appearance of one's home. The ARB member will advise whether a formal application for the proposed change is necessary. ***Homeowners should also refer to the International Club COVENANTS and RULES & REGULATIONS.***

II. REVIEW AND APPROVAL PROCESS

A. Plan Approval

Submit an application and one copy of the preliminary drawings to the ARB for review. Submitted documents must comply with the Architectural Review Checklist attached hereto. Please be sure to provide material and color samples.

B. Final Inspection

Submit an application and one copy of the final construction/modification/alteration drawings and specifications to the ARB for final review.

C. Revision of Improvement Review

Submit one copy of drawings and/or letter of description of revisions or improvements to the ARB for review. No revisions or improvements shall be implemented without ARB approval.

D. Construction Scheduling

Construction must commence within six months from Final Approval or plans must be resubmitted to the ARB for review and approval.

E. Items Which Need No Approval

1. Changing of annual flowering plants, replacing dead vegetation, replenishing mulch, and changing shrubs and perennial flowers in existing beds;
2. Installation of kick-plates on doors and installation of full view front storm doors and 60 % view back and side storm doors that match a color of the house or shutters;
3. Repainting the house or trim in ***exactly*** the same color;
4. Replacement of garage and/or porch lights;
5. Driveway and sidewalk coatings that are clear concrete sealant or coatings in colors that match the siding of the house.

III. HOMEOWNER GUIDELINES

These Guidelines are not all inclusive; Homeowners should also refer to the International Club Covenants and Rules & Regulations.

A. Site Grading

1. Site grading should not be undertaken without ARB approval.
2. Lots must have positive drainage. Water run-off should be directed to natural swales or storm drainage facilities installed by the developer. Underground recharge wells are strictly prohibited.
3. No structures or other items, including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the rights of ingress and egress provided for in this paragraph. Specifically, no Owner shall erect any structure, including, without limitation, walls, fences, or paving within the areas shown on the Plat of the Properties for the use of Drainage Easements, Utility Easements, or Sewer Easements, nor shall any Owner change the grade of any such easement area, provided however, that driveways may cross utility and drainage easements at the front of the lots subject to prior approval of the Association and that any planting in easement areas shall not interfere with the applicable easement and shall be limited to grassing and small shrubbery.

B. Driveways/Sidewalks

Driveway and sidewalk surface coatings require ARB approval except clear concrete sealant or coatings in colors that match the siding of the house. Complete replacement or extension of driveways/sidewalks require ARB approval.

C. Hot Tubs, Jacuzzis, Tennis Courts

1. Hot tubs and jacuzzis require approval from the ARB. Hot tubs and jacuzzis must have a locking cover and be screened from view. All such improvements shall be subject to approval of and compliance with all governmental laws and regulations (both State and County).

2. Tennis courts are not permitted on any lot within the International Club.

D. Pets

No exterior dog houses, kennels, fenced runs or pens for the housing of any pet shall be maintained on any lot.

E. Exterior Lighting

1. Exterior lighting must be approved by the ARB except for replacement garage and porch lighting. Colored lamps will not be permitted. Exterior lights and bug zappers must not be nuisance to adjoining properties. Lamppost and low voltage decorative lighting must also be approved by the ARB.

2. Sensor lighting must not infringe upon one's neighbors' privacy.

3. All holiday lighting should be displayed for a reasonable limited time, before and after the time of celebration. Holiday lighting can not be displayed before the Thanksgiving holiday and must be removed no later than the 10th of January.

F. Trash Receptacles and Trash Pick-up

Each homeowner is provided with a trash receptacle as required by the company contracted to provide trash removal.

1. The trash receptacle shall be visible from the streets on garbage pick-up days only.

2. Any trash receptacle screening must be approved by the ARB. All screening must be securely anchored per hurricane specifications.

G. Communication System

1. The placement of all satellite dishes/antennae on the exterior portion of a dwelling or on any Unit must be placed in the most inconspicuous/unobtrusive location (preferably on the roof) where a signal can be received.

2. No satellite dish may exceed 24 inches in diameter.

H. Utilities/Service Areas/Accessory Structures

1. No clothesline shall be located upon the premises so as to be visible from any Common Area or other Unit.

2. No window air-conditioning units shall be permitted without ARB approval.

3. No structure of a temporary nature shall be placed or allowed to remain upon any Unit at any time.

4. No oil or natural gas drilling, refining, quarrying, or mining operation of any kind shall be permitted.

5. No individual water supply system shall be permitted upon any Unit with the exception of a shallow well to be used for irrigation purposes only, which shallow well shall be approved by the ARB in all respects, including the pump and the covering or screening thereof and method of operation prior to installation.

6. No surface toilets or septic tanks are permitted on any Unit other than those utilized by contractors involved in the actual construction of improvements on a Unit.

I. Landscaping

1. All landscaping must be maintained in a manner consistent with the standards of the community. It is expected that Owners will observe seasonal needs for replanting, changing of annual flowering plants, and replenishing mulch as needed. No cultivated vegetable garden plots

of any size are permitted.

2. No trees or bushes of any kind having a trunk diameter of six inches or more (measured from a point two feet above ground level) shall be removed from any Unit without the express written authorization of the ARB. The ARB shall further have the authority to require any Owner removing a tree in violation of this clause to replace same at such Owner's expense. The ARB shall have the right to have specimen trees preserved and to have site planning and plans approval providing for their preservation.

J. Lawn and Garden Implements/Grills, Etc.

1. Lawn and garden implements must be stored in the garage, or off-site, when not in use (i.e. wheelbarrows, rakes, shovels, etc.)

2. Garden hoses should be stored properly indoors or outdoors on suitable mounts, or neatly coiled up in an inconspicuous area.

3. Grills must be kept on back patios and/or out of sight from the street when not in use.

K. Firewood

Firewood may be stored neatly only on that part of any Unit away from the street lying beyond the front line of the house and in a manner and location that is not viewable from any street when possible, in a rack above grade.

L. Recreational Equipment

1. Recreational equipment (i.e. basketball goals, bicycles, golf carts, etc.) must be stored indoors when not in use.

2. Swing-sets must be approved by the ARB and if approved must be securely anchored per hurricane specifications.

M. Banners/Signs/Letters

1. No banners, signs, or letters shall be attached to any Unit or located in or about windows and/or property visible from the street or adjoining properties without ARB approval.

2. There is one approved For Sale sign, which is green with white lettering 24 X 24 inches with the community logo, For Sale and a contact phone number. Please contact the HOA management company concerning the availability and purchase of the approved sign.

N. Gazebos, Arbors, Trellises, Pergolas, Etc.

Structures such as gazebos, arbors, trellises, awnings, wishing wells, and the like must be approved by the ARB and must be securely anchored according to hurricane specifications. (See also IV. A. on page 6.)

O. Lakes-Fences/Barriers/Docks/Piers

1. No foliage or vegetation on bodies of water or water courses shall be removed or altered without permission of the ARB.

2. No dock, pier, landing, wharf, or other structure shall be constructed, placed, or allowed to remain on any body of water, water course without the approval of the ARB, the Association, and in appropriate cases, governmental entities having jurisdiction.

3. No fences shall be permitted which obstruct the view of any stream or other body of water, golf course, or recreational amenity when viewed from inside any other Unit or which interfere with the playing of golf on any nearby golf course or with the use of any recreational amenity.

4. No water vehicles shall be permitted on any body of water.

5. No waste, garbage, or waste waters are to be discharged, dumped or otherwise placed or allowed to remain in or near any body of water or water course.

6. Lake unit homeowners must refer to the Covenants for further guidelines and restrictions.

P. Golf Course Lots

1. "Golf Fairway Residential Areas" is defined as all those residential lots or tracts or blocks of land intended for residential development located adjacent to any golf course located in the community.

2. That portion of any golf fairway residential lot or residential tract within twenty feet of the lot or tract line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or tract landscaping plans must be approved by the ARB before implementation.

3. There is reserved to the Association a "Golf Course Maintenance Easement Area" on each lot or tract adjacent to any golf course located in the community. The recovery of golf balls only, not play, is permitted in such areas.

4. Golf course unit homeowners must refer to the Covenants for further guidelines and restrictions.

Q. Conservation Area Lots

1. Conservation easement areas shall be maintained in their natural state. The removal of trash, weeds, or dead, decaying, or diseased vegetation may be allowed by the HOA. Any natural buffer zone shall not be disturbed in any manner and/or for any reason.

2. No construction or planting shall be allowed in any conservation easement or natural buffer area.

3. No disposal of trash, yard waste, garbage, and/or construction waste shall be allowed in any conservation easement or natural buffer area.

4. Conservation area/natural buffer area unit homeowners must refer to the Covenants for further guidelines and restrictions.

R. Mailboxes

1. Each Owner will use and maintain the mailbox design and type established by the Developer.

2. Owners should contact the Association Management Company for information concerning the type for replacement boxes. Homeowners can purchase mailbox paint as follows: Pebble Creek - Weathershield Semi-Gloss One Coat White #DU3914 and Links, Meadows, and Highlands - Sign It Quick Bone White (one vendor that carries both is Sherwin Williams on 17S Bypass).

3. Lettering and/or numbering must be approved by the ARB.

S. Fences

1. No fence or fence wall shall exceed a height of four feet. No fence can extend beyond the setback lines as indicated on each homeowner's plat/survey.

2. Pre-finished black or white steel, aluminum and vinyl are the recommended materials. All fence designs, colors, locations must be approved by the ARB. Said fences shall match or complement the colors of the exterior on the principal house structure. No chain link fences are permitted.

3. No fence may be constructed or maintained on the portion of the unit between the single family dwelling and the golf course parcel, unless otherwise approved by the ARB.

4. Fences will not be constructed in the front yard of any Unit.

5. No fences shall be permitted which obstruct any view from inside or outside any other Unit, or which interfere with the playing of golf on any nearby golf course or with the use of any recreational amenity.

6. Fence locations must be approved by the ARB prior to installation.

IV. ARCHITECTURAL GUIDELINES

These Guidelines are not all inclusive; Homeowners should also refer to The International Club Covenants and Rules & Regulations.

A. Exterior Materials/Colors

1. Acceptable exterior materials/colors include black or white painted or black or white stained wood; natural colored brick; and neutral colored vinyl siding. When roof repairs are necessary every attempt should be made to match the existing roof color. Roof penetrations should be made to coordinate with the roof color. When a homeowner is ready to replace their existing roof the new roof color must be approved by the ARB. Recommended gutter color is white. The paint or vinyl siding color of the exterior of residences, or screening, shall not be modified without the approval of the ARB.

2. Unacceptable exterior materials/colors include, but not limited to, untreated wood, glazed or yellow brick, concrete bricks, masonry block, exterior wainscoting, aluminum siding, vivid or bright colors.

B. Carports/Garage Doors

Carports are not permitted. Decorative garage doors are not acceptable.

C. Solar Devices

Solar device requests will be reviewed by the ARB. Devices should be compatible with the site, and integrated within existing architecture.

D. Exhaust Fans

Exhaust fans are permitted and should be installed in unobtrusive roof locations, preferably in the rear of the house, and should be painted to match the roof shingles.

E. Propane Gas Tanks

Any propane gas tank shall be buried underground on the Unit and the lid shielded from view from any road by plantings or other means approved by the ARB.

F. Windows and Doors

1. Windows and doors shall be compatible with the house and be of quality materials. The use of standard or wood doors in conventional wood finishes is acceptable. Natural aluminum windows and doors are unacceptable.

2. Any decorative front doors (etched glass, grillwork, etc.) will require ARB approval. A catalog cutout of the proposed door must be submitted to the ARB for approval.

(See II. E. 2 Review and Approval Process).

G. Service Signs

No service industry signs are permitted except for a security systems deterrent sign and an electric invisible fence sign. Signs must be tastefully located in the front of the residence and should not exceed a maximum size of 12 inches X 12 inches. Any other signs must be approved by the ARB.

H. Decorative Shutters/Hurricane Shutters

1. Standard shutters may be installed to replace or augment the original shutters installed at the time of construction and may also be installed on side or rear windows. Style and color must be approved by the ARB.

2. Requests for Bahama-style shutters will be considered but must be of "hurricane protection" quality and installed per manufacturers recommendations for that intent.

3. Hurricane shutters must be approved by the ARB. Such shutters may be put up no more than one week prior to a predicted storm and must be removed no later than one week after emergency officials issue a reopening of the area to residents. NOTE: The Association can legally hire out for the removal of said storm shutters at Owner's expense if not removed in a timely manner (14 days maximum).

I. Construction Rules

1. Any construction must be applied for and approved by the ARB. Plans must be submitted as well as a time line for completion of the project.
2. The roof pitch for additions should conform to existing architecture.
3. Construction must commence within six months from the Final Approval or plans must be resubmitted to the ARB.
4. Once construction commences improvements must be completed within nine months and all landscaping must be completed within thirty days after completion of the improvements.
5. All construction sites must be maintained in an orderly fashion and all construction debris must be placed in a trash container or removed within forty-eight hours.
6. If portable toilets are required during construction all attempts must be made to make it as unobtrusive as possible.
7. No more than two construction related vehicles may be parked on the street in front of the construction site and the parking location of said vehicles must allow for easy ingress and egress of regular community traffic.
8. Owners of units adjacent to any natural buffer zone, lake, pond, golf course, conservation area are responsible for advising their contractor or subcontractors of said area and will ensure no encroachment or clearing of said area or dumping of trash, garbage, or debris.

Construction hours for modifications, additions, and alterations are:

Weekdays:	Saturdays:	Sundays:
7:00 a.m. - 6:00 p.m.	8:00 a.m. - 5:00 p.m.	9:00 a.m. - 5:00 p.m. Quiet work only

V. APPLICATION SUBMISSION AND PAYMENT OF REVIEW FEES AND DEPOSITS

A completed application form and one copy must be submitted by Owner or Owner's Agent with payment in full of any Impact or Landscape Deposits before the commencement of any construction activity of any type. A check should be made payable to "The International Club HOA".

No plans will be accepted for review by the ARB until receipt of any required deposits and the completed Application for PERMIT for Residential construction/alteration. The deposit check will be held in Owner's file until written approval is forwarded to the applicant.

Owner/Agent should include, with the application and deposits, all documents and other information as per the Architectural Review Checklist, and mail to:

International Club
Attention: Architectural Review Board
c/o K.A. Diehl & Associates
11822 Highway 17 Bypass South
Murrells Inlet, SC 29576

or hand-deliver to K. A. Diehl & Associates at the address above.

A. Architectural Review Board Deposits

	Impact Deposit*	Landscape Deposit*
1. Additions under Roof **	$ 250.00	$ 500.00
2. Masonry/Concrete Patios, Driveways, Walks ** (over 100 square feet)	250.00	250.00
3. Enclosed Covered Areas**	250.00	250.00
4. Privacy Screens, Other Small Projects	N/C	N/C
5. Fence Installation **	N/C	N/C
6. Roof Shingle Replacement **	N/C	N/C
7. Landscaping, Tree Removals, etc. **	N/C	N/C

**Include Unit Site Plat/Survey with Application

* Impact and Landscape Deposits: Deposits may be refunded after completion of the project, final inspection, and certificate of occupancy (under roof additions) is obtained from Horry County and the ARB. These deposits cover any damages to International Club common areas from contractors, vendors, etc. during construction. Refund amounts may vary according to the scope of the project, i.e. utilization of heavy equipment, including, but not limited to, trucks with more than two axles, track-driven equipment, front-end loaders, backhoes, concrete trucks, dumpsters, etc. No plans will be accepted for review by the ARB until receipt of any required deposits. Make check payable to "International Club HOA".

Golf Course Maintenance Vehicles

B. Penalties/Fines - Architectural Guideline Violations

Determined by who?

1. Failure to submit a required modification request - up to $50.00 per occurrence or modification. Depending on the level of cooperation in resolving the violation, a waiver of this fine by the Board of Directors may be granted if requested.

2. Failure to submit a required modification request within two weeks after being fined per V.B.1 above - up to $100.00 per month until the modification is submitted and approved.

3. Installations that are not in compliance with the approved plan will result in a fine of $100.00 per month until it is in compliance with an approved submission.

THESE GUIDELINES ARE NOT ALL INCLUSIVE. They are intended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other changes than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any change which represents a difference in the appearance of one's home. The ARB member will advise whether a formal application for the proposed change is necessary. ***Homeowners should also refer to The International Club COVENANTS and RULES & REGULATIONS.***

609

SF ACCESSORY STRUCTURES:

SETBACKS	
MIN. SEPARATION	6' (BEHIND PRINCIPLE STRUCTURE)
SIDE YARD:	10'
CORNER LOT SIDE:	15'
REAR YARD:	15' (PUD EXTERIOR LOTS REQUIRE A 25' REAR YARD SETBACK)
MAX. HEIGHT:	15' (ABOVE FINISHED GRADE)
MINIMUM LOT SIZE:	6000 SQ. FT.
MINIMUM FRONTAGE:	50' OR 25' ON CUL-DE-SACS OR CURVES

ACCESSORY USES SHALL INCLUDE: COVERED OR UNCOVERED, ENCLOSED OR UNENCLOSED ACCESSORY STRUCTURES IE: GARAGES, STORAGE BUILDINGS, GAZEBOS, SPAS, POOLS, ELEVATED DECKS OR PORCHES.

3884

1212 Harrogate Ct

611

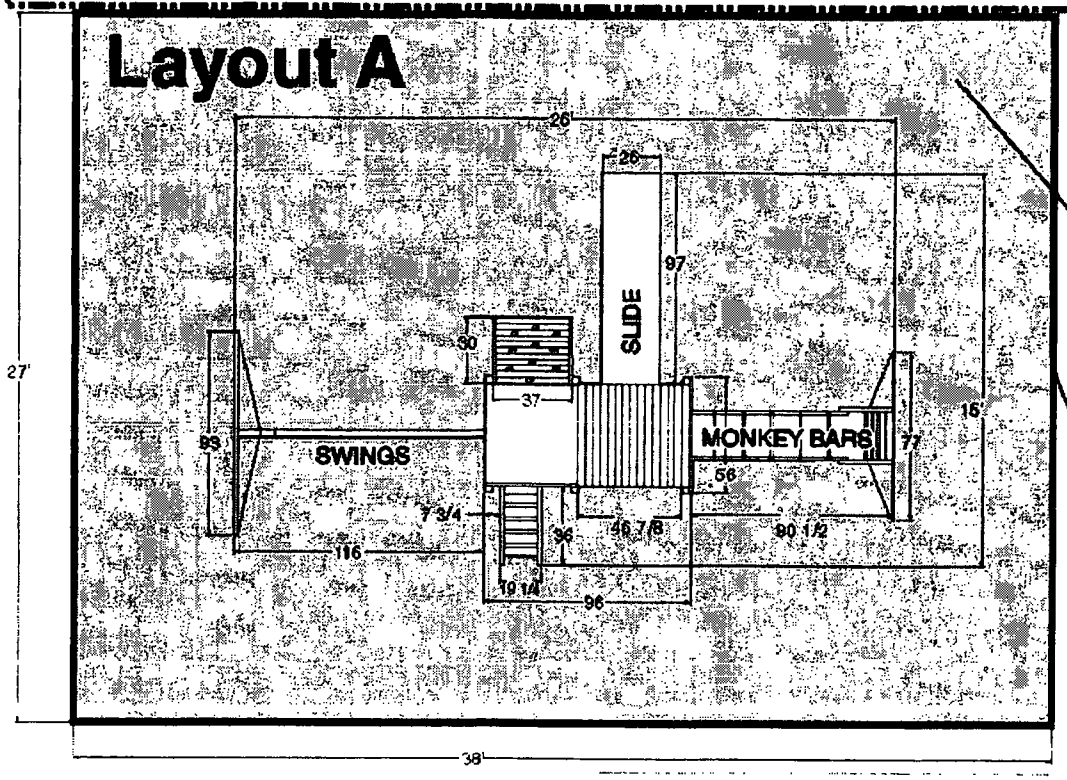


611

1212 Harrogate Ct

612

SAFE PLAY AREA DIAGRAMS



613

STATE OF SOUTH CAROLINA

HUMAN AFFAIRS COMMISSION

Jesse Washington, Jr.
Commissioner

2611 Forest Drive, Suite 200, Post Office Box 4490
Columbia, South Carolina 29240
(803) 737-7800 FAX (803) 253-4191

Telephone Device for the Deaf
(TDD) (803) 253-4125
To file complaints dial (803) 737-7800
or 1-800-521-0725 (In-State-Only)

August 27, 2009

RECEIVED
AUG 31 2009
BY:_____

Mr. Jay Cartman, ARB Member
International Club Homeowners Association, Inc.
c/o KA Diehl & Association, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576

Certified Receipt # 3867 3689

Re: Ronald Jarmuth vs. International Club Homeowners Association, Inc.
SHAC # H-3-09-021

Dear Mr. Cartman:

The above referenced housing discrimination complaint was filed with the South Carolina Human Affairs Commission (SHAC) on August 27, 2009 pursuant to the South Carolina Fair Housing Law (31-21-120, S.C. Code of Laws of 1976, as amended). A copy of the complaint is enclosed.

You may file with this office an Answer to the complaint not later than ten (10) days after receipt of this letter. You may assert in your Answer any defense which might be available in a court of law. The answer must be signed and affirmed under penalty of perjury and may be reasonably and fairly amended at any time. The affirmation must state: "I declare under penalty of perjury that the foregoing is true and correct."

You are encouraged to read carefully the enclosed Notice. Contained in the Notice is important information regarding Rights under the Fair Housing Law and the processing of the complaint.

You will be contacted after your response has been received. If you have any questions, please contact Ms. Jessica L. White, Investigator in Charge, at (803) 737-7800.

Sincerely,

Jessica L. White
Investigator in Charge

JLW: jm

Enclosures

614

HOUSING DISCRIMINATION COMPLAINT

CASE NUMBER: H-3-09-021

1. **Complainants**

Ronald Jarmuth
[redacted]
Murrells Inlet, SC 29576

2. **Other Aggrieved Persons**

Angela Jarmuth, Wife
[redacted]
Murrells Inlet, SC 29576

Briona [redacted] Daughter
[redacted]
Murrells Inlet, SC 29576

Anne [redacted] Daughter
[redacted]
Murrells Inlet, SC 29576

Kyrstan [redacted] Daughter
[redacted]
Murrells Inlet, SC 29576

3. **The following is alleged to have occurred or is about to occur:**

Discriminatory terms, conditions, privileges, or services and facilities.

4. **The alleged violation occurred because of:**

Familial status.

5. **Address and location of the property in question (or if no property is involved, the city and state where the discrimination occurred):**

[redacted]
Murrells Inlet, SC 29576

6. **Respondent(s)**

Jay Cartman, ARB Member
International Club Homeowners Association, Inc.
c/o KA Diehl & Associates, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576

John Bianchi, Chairman
ARB, International Club Homeowners Association, Inc.
c/o KA Diehl & Associates, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576

7. **The following is a brief and concise statement of the facts regarding the alleged violation:**

I have children under the age of 18; therefore, I belong to a class of persons whom that act protects from discrimination. I requested approval of a child's swing set to be erected on the right side of my house. On August 5, 2009, the Architectural Review Board denied my request, stating "The installation of a swing set on the side of a home which is visible to the street and infringes on other homeowner's enjoyment of their property is prohibited." I contend that the reason given is pretextual in that other residents have objects erected in their yards that are visible to the street. I believe that my neighbor and Board member, Jay Cartman, acted in his capacity as a Board member and used his influence to sway the Board to reject my request because I believe that he does not want children near his home. I therefore believe that I am being discriminated against on the basis of familial status, in violation of the Fair Housing Act.

8. **The most recent date on which the alleged discrimination occurred:**

August 5, 2009.

9. **Types of Federal Funds identified:**

None.

10. **The acts alleged in this complaint, if proven, may constitute a violation of the following:**

Section 804b or f of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

Please sign and date this form:

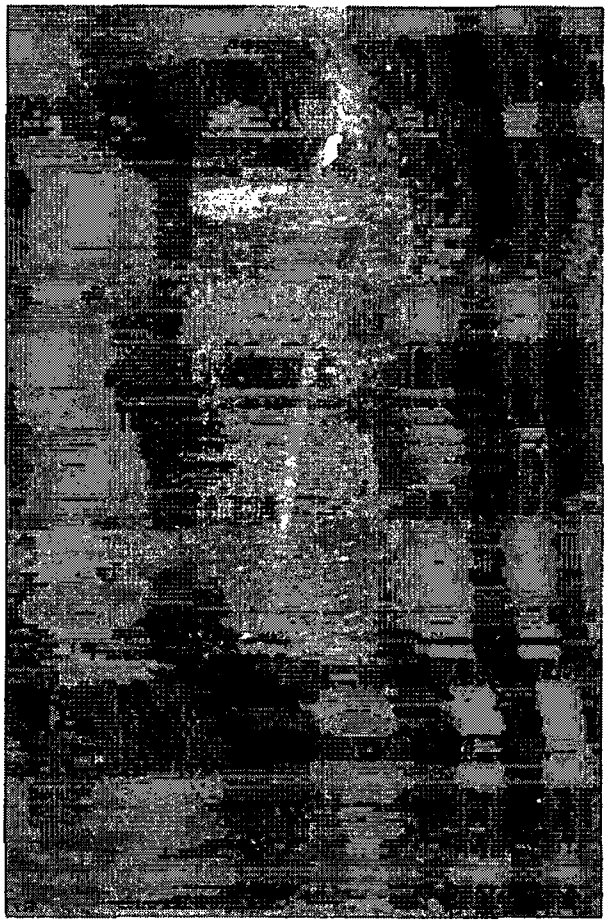
I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.

Ronald Jarmuth 8-26-2009

Ronald Jarmuth (Date)

N O T E : HUD WILL FURNISH A COPY OF THIS COMPLAINT TO THE PERSON OR ORGANIZATION AGAINST WHOM IT IS FILED.

620



621



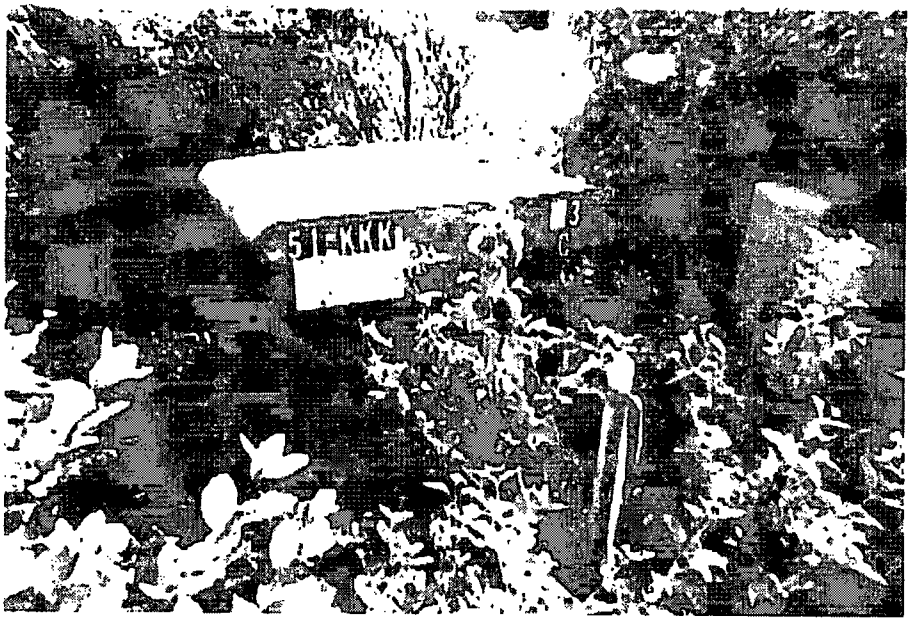
622



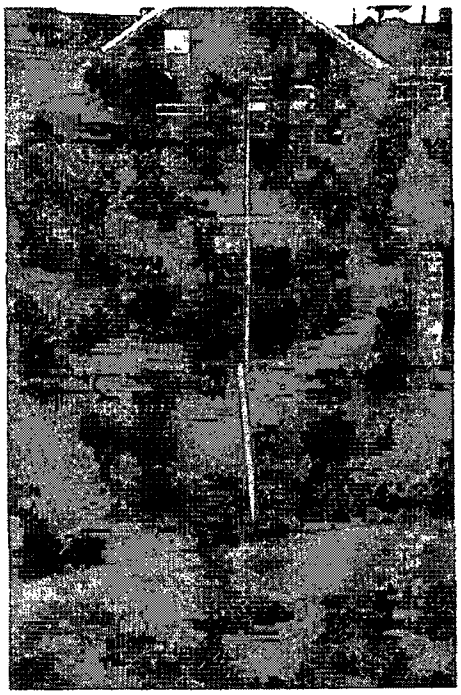


623

624



Cartman 6 ft stake on our land



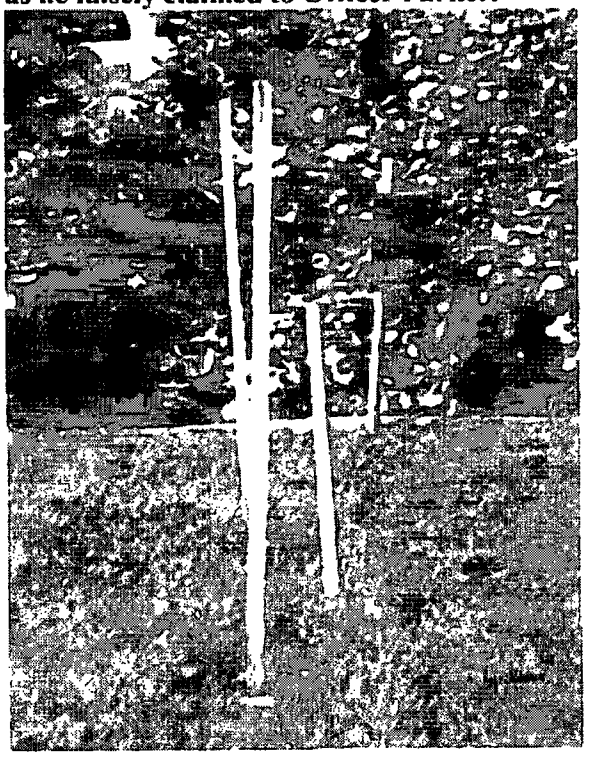
Edger Blocks and Cartman Stake to rear of Power Box. Note property line is in middle of first "white-ish" block Note that NO block is missing or moved. Note Carman stake is approximately one (1) foot into our land. Whitish coloring appears to be same color as Cartman's newly surfaced driveway.



Cartman Stake in Front of Power Box. Note Surveyor stake and that Carman put in a new stake (dark wood) well to left AFTER surveyor had left. Cartman stake is approximately One (1) foot into our land. This Carman stake position is what Carman seems to base his false assertion of what hedges he "owns". He still refuses to accept the true property line.



Cartman "No Trespass" sign facing us well into our lot – approximately THREE (3) feet. See earlier picture for reference to white-ish block marking property line. Note Cartman's "wavy" property stakes – Not Surveyor stakes as he falsely claimed to Officer Parker.



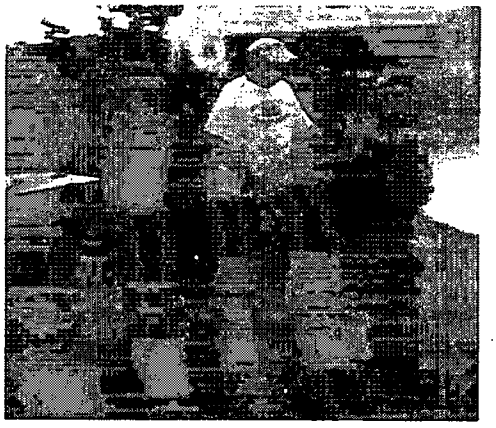
Earlier Cartman "No Trespass" sign & stakes. Sign is approximately Two (2) feet into our yard. Cartman moved his signs / stakes almost daily for months. Note his stake is "new" wood.



View from Power Box Front. Note that there is NO rootstock in opening. No bush has been "cut down" or removed. Catman may have cut portions of hedge growing (from left) from OUR rootstock on OUR land. Cartman has no damage because no bush has been cut growing from rootstock on his land – irrespective of who may or may not have cut any hedge.



AFTER Surveyor left – Cartman caught by Ron inside hedge, with hack saw, cutting hedges. When Cartman saw Ron with camera, Cartman stopped and ran away looking very guilty.





Surveyor's stake clearly to far right of Power box – establishes where true property line is when looking at earlier pictures of Cartman stakes in front of power box.



Cartman installing stakes AFTER surveyor had left – rear of boundary line. Note Cartman has hammer in right hand.



RE: Covenant Violations by Jay Cartmen [redacted] (Signs / Posts / Nuisance)

From: **Beckie Abel** (Beckie.Abel@kadiehl.com)
Sent: Tue 9/07/10 12:22 PM
To: ronaldjarmuth@hotmail.com (ronaldjarmuth@hotmail.com)
Cc: Vicki Gallagher (Vicki.Gallagher@KADiehl.com); Julie Case (Julie.Case@kadiehl.com)

626

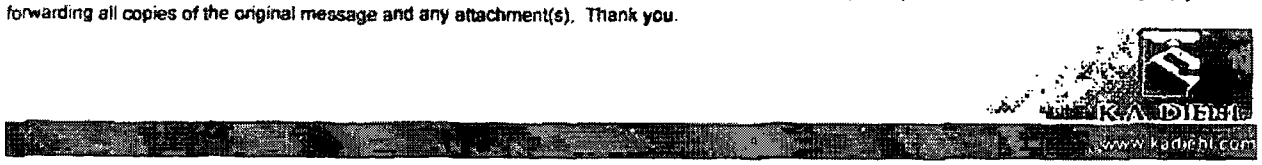
Mr. Jarmuth,
I am fully aware of the Use Restrictions in the Covenants that you refer to in your message below. I also have pictures of the wooden stakes with the signs on them for my files. Please be assured that notices of this violation will be forwarded to the appropriate party. We appreciate your concern for your community. Please have a nice day.

Beckie Abel, CMCA, PCAM
Senior Community Manager
KA Diehl & Associates
Direct Dial: (843) 652-2163
Direct Fax: (843) 652-2183
Email: Beckie.Abel@KADiehl.com

www.KADiehl.com

Please consider the environment before printing this email.

This e-mail is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. Any comments or opinions expressed in this document are the opinion of the individual sender, except when specifically stated to be the views of KA Diehl or its affiliates. If you are not the intended recipient, please contact the sender by reply e-mail, forwarding all copies of the original message and any attachment(s). Thank you.



From: Julie Case
Sent: Tuesday, September 07, 2010 8:43 AM
To: Beckie Abel
Subject: FW: Covenant Violations by Jay Cartmen 251 Pickering (Signs / Posts / Nuisance)

All yours☺

Julie Case, CMCA
Assistant Community Manager
KA Diehl & Associates
Direct Dial: (843) 652-2164
Direct Fax: (843) 652-2184
Email: Julie.Case@KADiehl.com

International Club HOA, Inc.
11740 Highway 17 By-pass South
Murrells Inlet, SC 29576
(843) 357-9888

9/27/2010

627

Lot 12
Ronald E. Jarmuth
[redacted]
Murrells Inlet SC 29576

Re: 249 Pickering Drive

Dear Ronald E. Jarmuth: VIOLATION NOTICE #1

Please be advised the following covenant violation has been noted at your residence for which a $50 fine has been added to your association account in accordance with the ARB Guidelines:

Article VI, Use Restrictions, Section 7.2, Prior Review of All Plans is required before any modification to the property can be completed.

This violation requires: **Please submitt an application for the exterior modification of the landscape bed with curbing as well as the brick/stone addition to your side yard. Keep in mind that your property does have a utility easement, but it is still your property. The ARB will require a copy of the encroachment permit for our files.**

Failure to take corrective action will result in enforcement as defined in the Association By- Laws:

Section 11 (p) (CCR Owner Resolution Action Page 35): **"To assess daily fines and to terminate cable television service to Owners for non-compliance with the Declaration or By- Laws."**

Section 13.2 (page 44): **"Authority and Enforcement - Subject to the provision hereof, upon the violation of the Declaration, the By- Laws or any rules and regulations duly adopted hereunder, including without limitation the failure to timely pay any Assessments, the Board shall have the power: (i) to impose reasonable monetary fines which shall constitute equitable charge and a continuing lien upon the Unit, the Owners, occupants or guests of which are guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; or (iii) to suspend any Owners's right (and the right of such Owner's families, guests and tenants) to use any of the Recreational Amenities, and the /Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, or such Owner's family, guests or tenants. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days."**

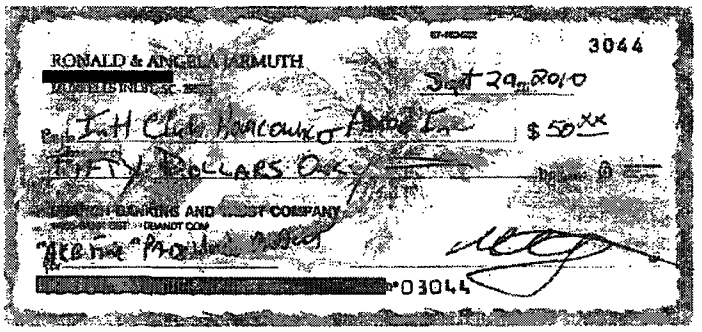
Please provide a complete application to this office within 10 days of the date of this letter, and thank you for your prompt attention to this matter.

Very truly yours,

Julie Case

Assistant Association Manager
K. A: Diehl & Associates, Inc.
Managing Agent for International Club HOA
Julie.case@KADiehl.com
843-652-2164 - Direct Line

628


RONALD & ANGELA FARMUTH
[redacted]
3044
Sept 29, 2010
Pay to 1st Cla Haircuts + Acc $ 50.xx
FIFTY Dollars 0xx
Dollars
CHASE BANK USA, N.A.
Acct no Provident Mbrs
[redacted]*03044

629

Architectural Review Board Modification "Information" Documentation

This document set is provided the ARB of the International Club HOA without waiving any objections as to the authority of said ARB or said HOA in this matter. This qualification is made so as not to implicate potential HOA assertions of "waiver" or "estoppel".

The actions addressed in this document set are aimed at diffusing, in a non-confrontational manner, conflict initiated and perpetuated by a certain neighbor of mine, which involves trespass, harassment, threatening behavior, damage to property, and false police reports by this neighbor. The HOA is on prior notice that said neighbor is more likely than not the reason why the leg of my sprinkler system covering the area of my lot adjacent to his lot has ceased to operate – which occurred after said neighbor stuck large poles in my yard, at a distance inside my yard from the boundary demarcation ranging from a few inches to a few feet. I have previously provided Diehl photographs of "no trespassing signs" aimed in my lot's direction implanted well INSIDE my yard, as well as marked up photos of said posts. Said posts began to be planted by said neighbor as long ago as March, 2010, and Diehl was provided photographs of same – and failed to do anything about it until very recently. Said neighbor planted a large bush "back then" inside the power box circle of hedges on the street side (on the projected property line) and this was ignored by Diehl from March right through the present. I have an audio tape of said neighbor making threats against me; he has stated that "he doesn't know who he is dealing with", "I have connections" and "I'll have him taken care of". He has falsely reported to the police that I invaded his house – was actually inside his house damaging property, and that he wasn't sure who I was. This neighbor is highly erratic and out of control. He has stated defamatory things about me.

This neighbor, after he moved in fairly recently and years after I did, removed property boundary markers set in place by ETS Surveyors.

The Horry County Police and my attorney have advised that since the nexus of his claims seems to be his attempt to "grab" my property and to make it appear that I am intruding on HIS property (even that when my bushes were trimmed I was destroying "HIS"), The police and my attorney agreed that the proper course of action was:

(1) Have the property resurveyed, videotaping the whole process to perpetuate the process and placement of markers; the surveyors would also establish where my property line ended and the area OWNED by Horry County – Pickering Drive (which ownership extends beyond the curb to the property stakes) so as to use an encroachment permit to mark the area from my property to the curb. This would establish the area that I would maintain, as a courtesy to the neighborhood (the covenants require me only to maintain the area within the property stakes – my lot). Note Bene: The HOA has accepted the argument of Gail Baggot and John Bianchi that they do not own the area between their rear property stakes and Pickering Drive, and the HOA has used this to justify maintaining that land instead at HOA expense.

(2) Immediately pull string lines between rebar property boundary markers set in place by the surveyors and install a brick line (instead of just property stakes) so as to set

1

in place a boundary he could not readily move, remove, or destroy as he had done before;

(3) Use an encroachment permit (obtained from the Planning Commission) to install a flower bed whose left edger would be against the projected extension of the boundary between my neighbor and myself. The flower bed would be consistent with other beds installed by other neighbors (and myself) along curbs and would make it difficult for the neighbor to alter the boundary there – and defuse his arguments that I am mowing his property (actually, that area is not my property, his property, nor the HOA's property, and never was). I have the deeds and documents transferring ownership of Pickering Drive to Horry County and the unconditional acceptance of OWNERSHIP of the street by Horry County, not subject to any conditions or reservations.

(4) Immediately install dug in edger's along string lines (from property pins to pins), followed by a parallel line. This forms the foundation of a fence which will bring a halt to said neighbor's stalking behavior and incursions. This privacy fence, six feet high, is similar to other vinyl fences – also six feet high – noted on various lots in Pebble Creek.

I note that Amendment #1 of the Covenants removed all "Architectural Controls" as well as the requirement to seek prior approval from an ARB for any modification. I also note that the same Amendment explicitly deleted all controls over fences. The overall installation on my property boundary IS a fence. What is visible right now is an element of the foundation.

The following states the elements contained in an ARB Modification Application. The HOA is free to treat it and handle it as such, even though I am not "submitting it as such". It is provided to provide a conversation over resolving the problems stated above and to be a good neighbor.

Summary: Because of the erratic and threatening behavior of our neighbor, who has invaded our property and damaged our sprinkler system by placing HIS OWN "pseudo" property stakes, which he moves hither and yon from day to day, and because said neighbor tries to provoke a fight by making threatening gestures and words (never responded to) when we are in our yard on our property, we have been advised by the police and our legal counsel to erect a fence to demarcate our property and to hide any stalking conduct by neighbor from our view. By the time this has been considered by the ARB, ETS, the surveyor who platted the development, and who surveyed our property after neighbor moved in (but surveyor stakes mysteriously disappeared thereafter), will have re-surveyed the line and implanted additional rebar property pins which will have been further marked by surrounding concrete monuments so that said neighbor can not dispute the property line nor move the property markers into our property as he has done in the past.

Owner's Name:	RONALD JARMUTH
Home hone:	843-314-4355
Lot#:	12
Address:	[redacted]

What is the nature of the improvement that you propose?

6 foot high vinyl Side Yard Fence and Flower Bed; red brick edger's for both. Seasonal flowers planted in flower bed.

Submit one copy of drawings and or letter of description of revisions or improvements to the Developer / ARB for review.

See attached plats.

Location of Improvement (check application area):

XX Side of House

Note that the fence will stop some feet prior to the intersection of Bernstein / Jarmuth / neighbor lot lines, so as not to interfere with sprinkler access or operation.

Materials and colors that you will use for the proposed improvements:

Fence: White Vinyl Solid w White 4x6 (approx) Plastic Posts.

Fence posts touch property line. As a result fence panels will be approximately 1" to 2" inside my property from property line. The foundation under the fence between fence posts will be brick edger's under the fence along the actual property line (edger's IN my property; outside edge touching property line to demarcate the actual line for purposes of landscape maintenance. The fence will begin immediately behind the hedge surrounding the Power Box and proceed rearwards towards the point where the lots of Jarmuth, neighbor and Bernstein converge. The convergence point will NOT be covered by fence to allow the sprinklers of all 3 homeowners to be readily accessed / maintained.

Flower Bed and Edging: On county property, in front of the Power Box, projected into the power box area, extending where an imaginary line (the hedge) would be if it completely surrounded the Power Box (as it formerly did). The line from the power box to the curb is established by rebar set by the surveyor. Flower bed surrounded by same as on other plant beds.

Date of Submission: September 30, 2010

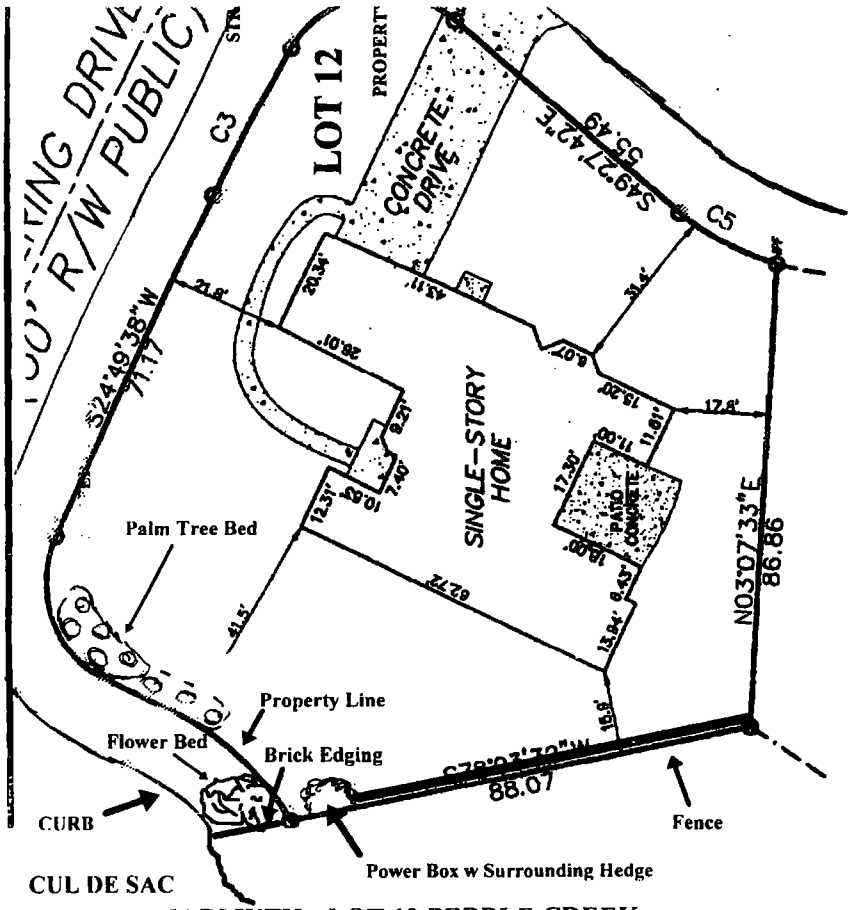
Homeowner Signature: J

3

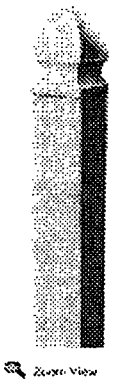
ARB Exterior Modification Submittal Check List

Before you drop of your exterior modification application, please take a moment and make sure that you have provided all of the information needed to assure there will not be a delay in the ARB making a decision. The more information the better; all examples cannot be included but the checklist below provides a good starting point. If you are not sure that you have included all needed information, please contact _____ ____ at 843-... _____ prior to mailing or dropping off your submittal.

XX	Copy of the plat of your lot, which also reflects the footprint of your house.
XX	**Fence:** include a picture of the style of fence, note the type of material, indicate the location of the fence on the lot plat, note the height of the fence.
.	**Trash can enclosures:** include the copy of the lot plat, indicate the location of the enclosure, include a picture of the style of fence, material and note the height and width.
.	**Landscape improvements: include copy of the plat of your lot and/or a landscape plan with the lot lines reflected on the plan indicating type of vegetation, location of vegetation, include pictures of the vegetation and trees. The more information the better**
XX	**Lawn edging:** include copy of the plat indicating desired location of the edging, a picture of the material and color sample.
.	**Lawn lighting:** include copy of the plat indicating desired location of the lighting and picture of the light fixture.
.	**House addition:** include a copy of the plat of the lot and contractor's plans. Be sure that the roof line of the house ties into the addition's roof line. Include material types and colors; pictures help the ARB to visualize what the end result will be.



JARMUTH - LOT 12 PEBBLE CREEK



Zoom View

Barrette 3-1/2 in. x 3-1/2 in. x 8 ft. Vinyl Post With Gothic Top

Plastival 6 x 6 Madison PVC Privacy Fence Panel :



PERMIT NO. X

HORRY COUNTY
ENCROACHMENT PERMIT

EXPIRES X

Horry County Engineering Department
PO Box 1236
4401 Privetts Road
Conway, SC 29528

Road Seg No. 4691

Tel. 843-915-5160
Fax 843-365-2170

Applicant: RONALD JARMUTH	**Road Name:** PICKERING DRIVE
Address: [redacted] MURRELLS INLET 29576	**Location:** [redacted]
Tel. No. 843-314-4355	

The undersigned applicant hereby applies to the County of Horry for permission for encroachment on County right-of-way or easement and agrees to comply with all conditions noted herein and all applicable Local, State and Federal laws.

Plant Bed #1 with Plants" Pindo, Sago, Musa, flowers. Plant Bed #2 with flowers & wax myrtle in back. Plant Bed #3 around mailbox w flowers. All edged with brick & mulched. See plat map.

All Plants in the Right-of-ways must be maintained below 3' in height* and all items in the Right-of-way must be break away. Any item(s) Not meeting these criteria will be removed at the owners expense.

GENERAL PROVISIONS

1. Notice shall be given at least 72 hours prior to starting work covered by this permit.
2. Upon completion of the work all County road right-of-way and easement areas disturbed shall be restored to at least as good a condition as existed prior to the start of work.
3. Work covered by this permit is subject to inspection for compliance with the terms of the permit. This permit may be revoked if the terms and conditions are not adhered to. A copy of this permit shall be kept on-site while work is underway.
4. Traffic control within the construction area shall be the responsibility of the Permittee and shall comply with State and local law and shall be as indicated in the current edition of the SCDOT Manual on Uniform Traffic Control Devices for Streets and Highways. Through traffic to be maintained at all times with no trenches or excavations left open overnight. Traffic may be reduced to one lane during daylight hours if flagmen are utilized however at the end of each workday traffic shall be returned to two lanes.
5. All materials and construction methods are to be in accordance with the current edition of the SCDOT Standard Specifications for Highway Construction.
6. Future moving of the encroachment: If in the opinion of Horry County it becomes necessary to move, remove or relocate the encroachment permitted herein, all such work including restoration of the roadway, shall be done on demand of the County at the sole expense of the Permittee.
7. There shall be no excavation nearer than two feet of any other utility line or facility without the express permission of the owner of said line or facility.
8. All construction shall be subject to final inspection by the Horry County Engineer or his approved representative. The Permittee shall be subject to a warranty period of one (1) year from the date of final acceptance. Deficiencies such as settling of the roadbed material, failure of grass to establish, etc. caused by the work permitted herein shall be repaired by the Permittee within 30days of notification by the County or sooner if a hazardous situation develops.
9. The Permittee agrees to hold Horry County, its officers and employees harmless from any liability for any accident, loss or damage as a result of any claim arising as a result of the work covered by this permit and that said liability is hereby assumed by the applicant. Ronald Jarmuth

This permit for installations shall expire six months from the date of approved shown below unless otherwise shown above.

APPLICANT:	RONALD JARMUTH	~~APPROVED:~~ disapproved - No permit need if above criterias are met.	
DATE:	JULY 3 2008	DATE: 7-9-08	

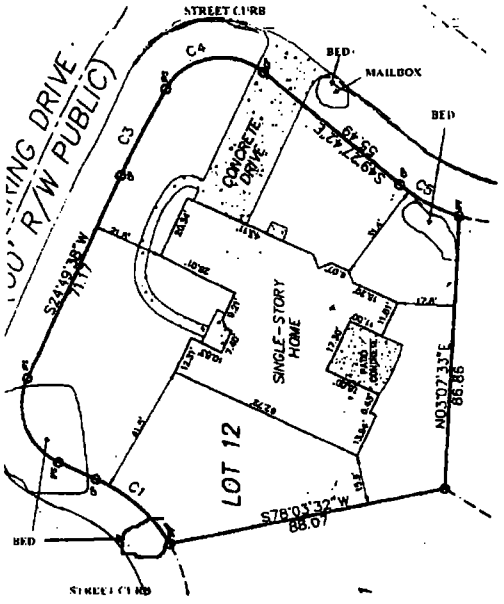
HORRY COUNTY
ENCROACHMENT PERMIT

PLAN

APPLICANT:	ROAD: PICKERING DRIVE
RONALD JARMUTH	LOCATION: [redacted]

The undersigned applicant hereby applies to the County of Horry for encroachment on County right-of-way as shown on the plan below.

(provide plans and details showing the work)



APPLICANT:	RONALD JARMUTH	APPROVED:
DATED	JULY 3 2008	DATE:

Ronald Jarmuth

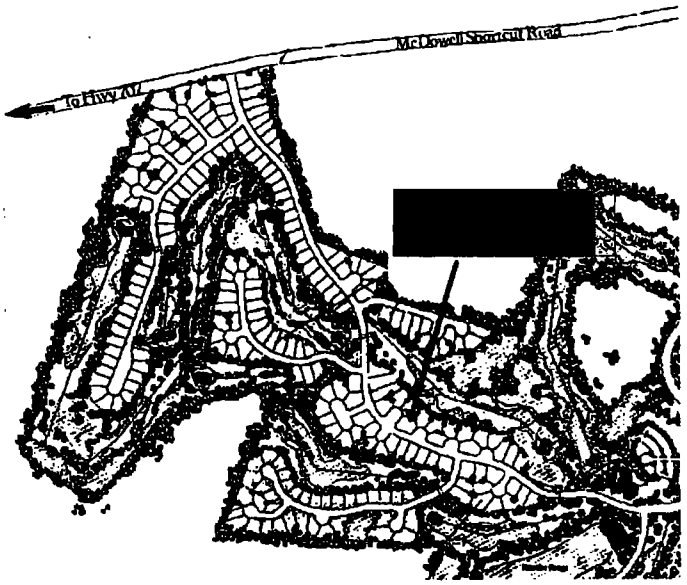
HORRY COUNTY
ENCROACHMENT PERMIT

LOCATION MAP

APPLICANT:	ROAD:	PICKERING DRIVE
RONALD JARMUTH	LOCATION:	[redacted]

The undersigned applicant hereby applies to the County of Horry for encroachment on County right-of-way at the location shown on the map below.

(provide a sketch or map of the location)



Ronald Jarmuth

APPLICANT:	RONALD JARMUTH	APPROVED:
DATE:	JULY 3 2008	DATE:

HORRY COUNTY
ENCROACHMENT PERMIT

SPECIAL PROVISIONS

1. Shoulders and ditches which are disturbed shall be replanted in accordance with section 810 of the SCDOT Standard Specifications noted above and a satisfactory stand of grass is required.
2. No obstructions or earth to be placed on pavement without permission.
3. Any areas disturbed beneath pavement or across driveways or within any portion of the traveled roadway shall be stabilized with an acceptable base material immediately after backfilling operations. Suitable material shall be defined as esquire. (shell aggregate) or a suitable grade of crusher run stone (stabilized aggregate).
4. Any excess spoil material resulting from construction shall be removed immediately following backfilling operations. Horry County shall reserve the authority to halt all construction activities if said material prohibits proper road or ditch drainage, or creates any hazardous conditions that might endanger pedestrian or automobile traffic.
5. Roadbeds and drainage ditches shall be rebuilt to provide proper service after every 500 feet of construction, at the end of each day's work or after County inspection of a major situation.
6. When County drain pipes or other facilities are damaged, the County should be notified immediately and the repairs or replacement made under County supervision.

DRIVEWAYS

1. Horry County is not responsible for maintenance or repair of driveways located within the road right of way. The driveway area within the right of way shall be maintained in a safe condition by the property owner or the County may require that it be removed.
2. The existing road crown slope shall be continued to the outside edge of the shoulder except in curb and gutter situations.
3. Concrete driveways shall be a minimum of 4 inches thick for single family residential use and a minimum of 6 inches thick for all other uses. Expansion joints shall be provided over drainage tiles to facilitate replacement or repair of the tile. These joints shall be located 12 inches on either side of the pipe.

UTILITY LINES

1. Pavement cuts are not allowed unless specifically permitted herein. Any pavement cuts which are permitted shall be saw cut and repaired as indicated in the approved plans or as ordered by Horry County.
2. No excavation shall closer than 3 feet from the edge of the pavement.
3. All underground lines shall be placed a minimum of 36 inches deep.

ENVIRONMENTAL REQUIREMENTS

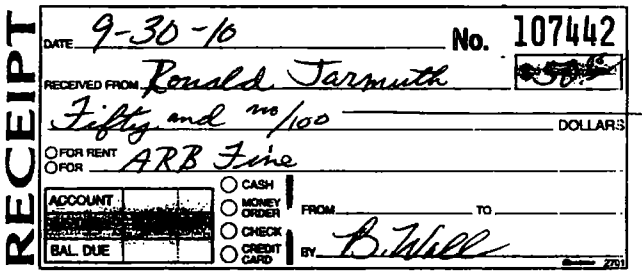
The following is a general guideline for Stormwater, Erosion and Sediment Control

1. The size of the disturbed area shall be kept to a minimum. Erosion and sediment control, and revegetation must be in accordance with The South Carolina Department of Transportation (SCDOT) specifications and Horry County ordinances. Adequate measures shall be taken to prevent erosion and to restore vegetation along the length of the construction area. Unsatisfactory restoration work shall be promptly corrected by the applicant. If necessary, unsatisfactory restoration work will be accomplished by the Division and billed to the permittee. Issuance of an Encroachment Permit does not relieve the Permittee from complying with other applicable Federal, State or Local laws, rules or regulations.
2. Where any disturbance will be adjacent to wetlands or any waterbody silt fence shall be installed to protect the waterbody or wetland from any run off. Silt fence shall meet the requirements of SCDHEC's Best Management Practices.
3. All drainage inlets immediately down stream from the land disturbance shall be protected as per the requirements of SCDHEC's Best Management Practices Manual.
4. Where sediment from the project site can enter into a drainage ditch the ditch shall be protected with an adequate check dam immediately downstream from the disturbed area and removed upon completion of final soil stabilization.
5. Stockpiles and spoil piles shall be kept off the pavement and protected with silt fence to contain any sediment runoff.

APPLICANT:	RONALD JARMUTH	APPROVED
DATE:	JULY 3 2008	DATE:

Ronald Jarmuth

630


RECEIPT

DATE 9-30-10 No. 107442

RECEIVED FROM Ronald Jarmuth $50.00

Fifty and no/100 DOLLARS

○ FOR RENT
○ FOR ARB Fine

ACCOUNT

BAL. DUE

○ CASH
○ MONEY ORDER
○ CHECK
○ CREDIT CARD

FROM TO

BY B. Hill

2701

ARB Tues.,
Oct 5th at 3:30

International Club HOA, Inc.
11740 Hwy 17 Byp S
Murrells Inlet, SC 29576
(843) 357-9888

10/8/2010

Ronald E. Jarmuth
[redacted]
Murrells Inlet SC 29576

631

RE: 104-12
Flower Bed

NOTICE OF APPROVAL

Dear Owner:

The following Architectural Change you requested has received approval , specifically :

Install a flower bed and edging in a county easement near power box with an encroachment permit.

We reserve the right to make a final inspection of the change to make sure it matches the Request you submitted for approval. Please follow the plan as submitted or submit an additional Request form if you cannot follow the original plan.

You must follow all local building codes and setback requirements when making this change. If a Building Permit is required, you are responsible to provide the Association Office with a copy for your files. The permit can be applied for at the County Offices, if applicable.

Be aware that you are responsible for contacting the appropriate Utility Companies before digging.

We appreciate your cooperation in submitting this Request for Approval. An attractive Community helps all of us get the full value from our homes when we decide to sell.

FOR THE ARCHITECTURAL REVIEW BOARD

Very truly yours,

Julie Case
Assistant Association Manager
KA Diehl & Associates, Inc
Managing Agent for International Club HOA, Inc.
julie.case@kadiehl.com

International Club HOA, Inc.
11740 Hwy 17 Bypass
Murrells Inlet, SC 29576
(843) 357-9888

10/8/2010

104-12
Ronald E. Jarmuth
[redacted]
Murrells Inlet SC 29576

632

RE: 249 Pickering Drive

NOTICE OF DISAPPROVED REQUEST

Dear Owner:

Unfortunately, your request for Architectural Change has been disapproved. Specifically, your request for the following change:

Install 6ft vinyl fence with a brick foundation to side yard.

This request has been denied due to its direct conflict with the covenants. Any materials that exist on your property pertaining to this addition, specifically the brick foundation, must be removed within 15 days from the date of this letter.

The Community is charged with the responsibility of preserving the aesthetic appearance of the Community to help protect the value of the homes. Occasionally, this means rejecting a Request for Approval.

Failure to comply will result in fines of $100.00 each month.

We appreciate your cooperation in submitting this Request for Approval. Please do not get discouraged from making Requests in the future. Most are approved. Again, an attractive Community helps all of us get the full value from our homes when we decide to sell.

FOR THE ARCHITECTURAL REVIEW BOARD

Very truly yours,

Julie Case

Julie Case, Assistant Manager
KA Diehl & Associates, Inc
Managing Agent for International Club HOA, Inc.
Email: julie.case@kadiehl.com

Ronald Jarmuth
[redacted]
Murrells Inlet, SC 29576
843-314-4355
October 11, 2010

Board of Directors
International Club Homeowners Association, Inc
c/o KA Diehl, Registered Agent
11740 Highway 17S Bypass
Murrells Inlet, SC 29576-9335
843-357-9888

633

BY HAND DELIVERY AND FIRST CLASS MAIL

SUBJECT: Putative "Appeal" of October 8, 2010 Disapproval of Fence / Approval of Flower Bed in "County Easement"

1. Reference is made to:

a. Your letter of September 27, 2010 which advised me that the International Club Homeowners Association, Inc (the "HOA") had **added "a $50 fine** ... to your association account in accordance with the **ARB Guidelines.**". This advised me to "submit an application for the exterior modification of the landscape bed with curbing as well as the brick / stone addition to **your side yard**". Your letter further instructed me to "provide a complete application to this office within 10 days".

b. My September 30, 2010 "Architectural Review Board Modification 'Information' Documentation" which package explicitly did not waive any objection to the authority of the HOA on this matter.

c. Diehl's Email of October 5, 2010 which instructed me to come to the ARB meeting "tomorrow" at 3:00 PM; the ARB meeting, of course, was scheduled for that same day at 1:00 PM.

d. The actual meeting of the HOA Architectural Review Board ("ARB") held October 5, 2010 at 1:00 PM, which I made an audio recording of and at which Diehl's representative appears to have taken verbatim notes. This meeting was closed to homeowners and the decision portion of the meeting was closed to me. No attorney appeared to be present at said meeting. Bob German was present and allowed to participate in the discussions, although not a member of the ARB. Bill Fletcher, a neighbor who has in the past passionately opposed all landscaping I have done and is on record as having stated with what I consider defamatory speech instructed other neighbors not to associate with me, was permitted to participate although it was obvious he was not neutral. Beckie Able, although not an attorney nor even a licensed property manager,

from what I heard on tape, appeared to be offering legal opinions which the ARB seems to have accepted in that context.

e. An October 8, 2010 letter from Diehl on behalf of the HOA approving my "flower bed and edging in a county easement" where I have an encroachment permit from Horry County.

f. An October 8, 2010 letter from Diehl on behalf of the HOA disapproving a "6 foot vinyl fence with a brick foundation to side yard". This HOA letter stated that the sole reason for the disapproval was that the request was "in direct conflict with the Covenants." The letter went on to demand that I remove "the brick foundation". This HOA letter failed to allege which particular covenant provision was violated.

2. I stand by the observations which I documented in my "information" package as to the nature of the covenants. While I afforded the ARB an opportunity at the meeting to discuss this, the only conversation from the HOA representatives was yelling and screaming and insults from Fletcher and German -- which featured what I took as a failed attempt by German to jump over the table and hit me. I reserve the right to assert additional reasons why the HOA has no authority in this matter especially since no dialog on the subject at hand took place. Since the Board of the HOA was not present, I relate my observation that the Bylaws provide that the initial term of office (and the normal meeting of the members) is in March as stated in the South Carolina Non-Profit Corporation Act. While the statute and putative Bylaws provide that the HOA may hold it's annual meeting and election early, that action does not truncate the term of office of existing officers. The new officers must wait until March to assume their office – which brings into legal question whether any action of the Board taken between September and March has effective legal force when the departing officers no longer participate during that period and when the incoming officers prematurely exercise authority they lack. Please note the parallel in state and federal elections – election in November; take office in February. I likewise repeat my observation that the Bylaws absolutely preclude "members" from a single property holding more than one office (board / committee). Since Robert German is apparently a member of numerous committees, he seems to be none because of the Bylaws prohibition on holding multiple offices. This whole scenario works to the effect that recent appointments to the ARB are null and void.

3. While still rejecting the authority of the HOA on this matter, as a matter of sound discretion I invoke what the HOA represents in it's putative Bylaws as Section 13.3, Procedures, which precludes the HOA from taking any further action until it meticulously completes each and every procedure stated therein.

a. I particularly dispute the assertion of the HOA to regulate that Horry County has an "easement" over Pickering Drive, instead of owning it, and that constructive presumption of the HOA that it can pre-empt County Ordinance, rather than the other way around, or that it can regulate conduct on what is not nor has ever been the property of the HOA or of any individual homeowner. In the HOA's defense of maintaining land between Gail Baggot's lot and Pickering Drive and other homeowners' houses and Pickering Drive, the HOA asserted that those two were correct in contending they DO NOT OWN the land beyond their property stakes and that said land is owned by the County (not an easement which would allege that the HOA owned the

street there). The HOA defended mowing / seeding / etc on the basis that it would look horrible if not so attended, not on the basis that the HOA owned that land.

b. I particularly dispute that there is a single legally effective provision in the covenants regulating fences, or even requiring prior submission to an ARB. I likewise point out that since there are many fences on side-yards in the HOA, denial of same is selective enforcement, capricious, and subject to prior waiver of any controls if any. Section 7.4 of the Covenants, deleted by Amendment on May 10, 2000, had no height restriction in the deleted text, thus the potential assertion that the denial of the fence arose from some putative limitation in the covenants on height is completely without merit. When a restriction in a covenant specifically applying to something is deleted in it's entirety, instead of being modified, this is legally conclusive that parties to the covenant can not reinstate the deleted restriction on the free use of property by coming up with a rule – not even a Bylaw amendment. The construction of covenants completely pre-empt all rules and bylaws.

4. I reserve my right to take parallel recourse at law or in equity, since by disputing the authority of the HOA in this matter I am disputing the necessity of an "Appeal".

5. It is clear to me that this denial is in arrogant and not so transparent league with acts underway by fellow homeowner Jay Cartman in league with Bill Fletcher. I caution the HOA that said arrogance, together with the truculent behavior by Fletcher and German at the ARB meeting, have "opened Pandora's box" and the HOA has no one to blame for the consequences except it's leadership. I regret that personal vendetta's by the aforementioned have superseded perspective and detached exercise of duties.

Ronald Jarmuth

Ronald Jarmuth

Homeowner



International Club, HOA
11740 Hwy 17 bypass S.
Murrells Inlet, SC 29576

634

October 14, 2010

MAILED OCT 20 2010

Ronald Jarmuth
[redacted]
Murrells Inlet, SC 29576

Mr. Jarmuth,

The International Club HOA Board of Directors is in receipt of your correspondence hand delivered to the office of K.A. Diehl on October 11, 2010, and must state that a majority of the contents are incorrect.

The Board of Directors was properly elected and seated in accordance with the existing Covenants and Bylaws of the International Club Homeowners Association, Inc. The Architectural Review Board is given the authority to make rulings and decisions based on these same Covenants and Bylaws. At this time, the only recourse for appeals of the decisions made by the Architectural Review Board is to direct the appeal to the present Board of Directors.

Unless you successfully appeal the ARB decision, you must remove the brick fence foundation already installed and restore the sod to its previous condition. Restoration is necessary to avoid fines for an ARB violation.

We appreciate your concern for your community.

FOR THE BOARD OF DIRECTORS

Sincerely,

Beckie Abel

Beckie Abel, PCAM
Senior Manager, K.A. Diehl & Associates, Inc.
Email: Beckie.abel@kadiehl.com
Direct Line – 843-652-2163
Direct Fax – 843-652-2183

Ronald Jarmuth
[redacted]
Murrells Inlet, SC 29576
843-314-4355
October 23, 2010

635

International Club Home Owners Association, Inc
c/o Registered Agent K.A. Diehl
11740 Hwy 17 Bypass S
Murrells Inlet, SC 29576

SUBJECT: Your Refusal to Follow Your Purported Rule 13.3 (your putative bylaws) which controls what action your HOA must take following an appeal from a putative ARB decision

Sirs:

I am loathe to respond to anyone other than your legal representative in the litigation specified in reference 1b, below. I respond only because you have sent correspondence within the purview of the matter at bar, and as a "Pro Se" (for now) I am permitted, lo even encouraged, to answer correspondence from the other side. See paragraph 3, below. Per my explanation in that paragraph, please contact me only through your properly designated legal representative in the litigation at bar.

1. Reference is made to:

a. My letter of October 11, 2010 which was both hand delivered to and sent to your registered agent by first class mail.

b. Jarmuth v International Club Home Owners Association Inc in the Magistrate's Court of Horry County, 2010-CV-26-1072943 filed October 12, 2010 and served on K.A. Diehl by Horry County Police on October 18, 2010.

c Your letter in response to reference 1a which is postmarked October 20, 2010 but fraudulently backdated to October 14, 2010 to make it falsely appear that it was written prior to service of reference 1b.

2. Paragraph 3 of reference 1a – as an exercise in legal discretion – conditionally invokes the appeals process of your putative bylaws governing appeals of ARB decisions.

a. Reference 1a was titled: *"Putative "Appeal" of October 8, 2010 Disapproval of Fence / Approval of Flower Bed in "County Easement""*. If you do not understand the word "appeal", please retain some parliamentarian to translate for you.

b, In reference 1a I wrote:

"as a matter of sound discretion I invoke what the HOA represents in it's putative Bylaws as Section 13.3, Procedures, which precludes the HOA from taking any further action until it meticulously completes each and every procedure stated therein."

c. Since you seem to have difficulty recalling what you assert as your governing procedures, I quote them below so that you can not mistake your obligations:

"13.3 Procedure.

... the Board shall not impose a fine, ... or infringe upon or suspend any other rights of an Owner ... for violations of the Declaration, By-Laws or any rules and regulations for the Association, unless and until the following procedure is followed:

13.3.1 Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

13.3.1.1 The alleged violation;

13.3.1.2 The action required to abate the violation; and

13.3.1.3 A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, ...

13.3.2 Within two (2) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, ... the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

13.3.2.1 The nature of the alleged violation;

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

13.3.2.3 An invitation to attend the hearing and produce any statement, evidence and witnesses on such Owner's behalf; and

13.3.2.4 The proposed sanction to be imposed.

13.3.3

The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard.

Prior to the effectiveness of any sanction here under, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. ... The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any."

3. Your letter of October 20, 2010 fraudulently back dated to October 14, 2010 is

violative of the South Carolina Rules of Magistrate Procedure Rule 21 in that you have not filed with the court and served the required written designation of representation so as to allow Beckie Abel to correspond with me . Of Course, such a designation would require that Ms. Abel also appear as your representative at trial in court - but that is your choice to make. Clearly the intent of backdating your letter was to avoid the requirement that all contact with me on these matters subsequent to service of the Summons and Complaint on October 18, 2010 must be from and through your trial counsel.

4. What must follow.

a. Matters not subject to your determination outside of court.

At this time I need not argue the peripheral issues you address in your letter, reference 1c, which ignored following the controlling procedures of your asserted bylaws – Section 13.3. . Suffice it to say that these peripheral issues were asserted prior to filing the action at law and in equity, reference 1b, to preserve the issues for the court. The interpretation of those matters are for the Court to decide.

b. The "Administrative Appeal" of your Section 13.3.

Lacking the summons and complaint, your obligation is strictly to obey your own claimed procedure and to schedule a hearing which would require addressing issues before the Court and would involve the participation by persons beyond your legal representative in the litigation, reference 1b. Since such action would violate the South Carolina Rules of Magistrate Procedure, the procedures specified in Section 13.3 are effectively frozen until you gain a successful outcome in court.

c. Court procedure.

Your responsive answer is due on or about November 18, 2010. Please consult your attorney as to your other obligations prior to trial. And please honestly date all your correspondence in the future.

Ronald Jarmuth

Ronald Jarmuth, Plaintiff Pro Se
Jarmuth v International Club Home Owners Association Inc
in the Magistrate's Court of Horry County, 2010-CV-26-1072943

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF HORRY

Ronald Jarmuth,

640

Plaintiff(s),

vs.

CIVIL ACTION NOS.
2009-CP-26-3596 &
2010-CP-26-01320

International Club HOA, Inc., et al.,

Defendant(s).

DEPOSITION OF: WILLIAM FREIBOTH

DATE: Monday, February 13, 2012

TIME: 1:05 p.m. through 5:30 p.m.

LOCATION: McNair Law Firm
2411 Oak Street, Suite 206
Myrtle Beach, South Carolina

TAKEN BY: Attorneys for the Plaintiff(s)

COURT REPORTER: MADONNA M. PERKINS
Registered Professional Reporter
Certified Livenote Reporter

specific land that is responsible for performance of duties on that land?

A. I'd have to look at the specific language in the covenants.

Q. Can you cite any provision of the covenants which require you to maintain the land beyond your property line and going up the street?

A. That's the same question you just asked me, and I answered that I'm not sure where it says that in the covenants. All I know is that that land is subject to the covenants.

Q. When you bought your house, did you obtain title to any land beyond your survey line?

A. I don't think so. That's...

Q. Are you aware of any instance where the HOA has approved a swing set on the side of a house?

A. I believe my views on that matter would be all secondary. I've never sat in on the ARB meetings, nor been a member of the ARB. I would have only have heard that secondarily as part of discussions.

Q. Isn't -- is the ARB a committee of the board?

A. The ARB is a not a committee; it's a separate board vested in the covenants.

Q. Who chooses the members of the ARB?
A. The board of directors does.
Q. Does it exercise any powers or authority which the covenants give to the board?
A. It exercises power and authority that the covenants give to the ARB. It's right there.
Q. I'm a little confused here. You said it doesn't derive its authority from the board, yet the board appoints its members. And you've also said that the board handles ultimate decisions regarding ARB decisions, and the board ultimately gets to choose and decide whether fines are proper.
A. Well --
Q. Is the ARB subject to the board or not?
A. As I said, the members are appointed to the board. The ARB has its own separate powers, I believe in Section 7.2 of the covenants separate from those of the board of directors. When you talk about boards, there are two boards. And when -- and you can appeal to the -- a decision to the Architectural Review Board. The reason you can also appeal it to the board of directors, it's my understanding, is that we are doing due diligence, overlooking the entire association. And before a substantial dispute arises, we will try to

understand and mitigate and make sure we've done right.

Q. Are you saying that Section 8 of the bylaws, procedures, does not govern or control the operation of the ARB, the person applies to the board?

A. I'm saying that what's in Section 7.2 applies to the ARB and that it can make its own rules and enforcement and it's in there.

Q. Is it the board or the ARB which made the modifications to the ARB guidelines in 2008, 2011?

A. It's my understanding it's the ARB. We did due diligence to review it.

Q. Who proposed the modifications in 2008? Was it the ARB or the board?

A. That I don't know.

Q. Who did it in 2011?

A. It was the ARB.

Q. Who approved it?

A. The ARB approved it, and we did due diligence and checked it ourselves to see if it made sense.

Q. Who published it to the homeowners?

A. We felt, the board, that we should distribute it in paper form.

that group is functional, well functioning, and if there's anything going on that might lead us to have due diligence. They make decisions. But if we were to spot a problem, we would discuss it and decide if it was significant. So we are not -- if there's a board member there, normally it's not going to be because they're a voting member of the ARB.

Q. Is the ARB subject to the same open meeting, open records requirements which the South Carolina Nonprofit Corporation imposed on board of directors meetings?

MS. THOMPSON: Object to the form.

THE DEPONENT: The board of directors meetings that are open -- that are required to be open is the annual meeting. The -- ARB is, by nature, discussing applications and concerns of individual homeowners. And I don't believe that they make all of that -- well, I don't think they -- I think those are private meetings involving the ARB and the homeowner.

BY MR. JARMUTH:

Q. Is it your statement then that homeowners, in general, can't attend the consideration of the

ARB of particular applications?

A. They -- I think they can attend if it's their application.

Q. Not their application, just to sit in and see what's going on.

A. I'm not sure, but I -- I'm not sure, but I don't think so.

Q. Is there any contractual arrangement or relationship you're aware of between the ARB and K.A. Diehl?

A. Not directly.

Q. Is Diehl entitled, under its contract, to administer a charge wherein it writes up, in the ARB, violation issues, a fine letter?

A. Not for an ARB application process, no.

Q. When -- let me restate that. When the Diehl person drives around the neighborhood, spots something they consider a violation and issues a violation letter, do they get a separate reimbursement over the per-door charge from the HOA for writing that letter?

MS. THOMPSON: Did you say "per-door charge"?

BY MR. JARMUTH:

Q. Per-door.

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF HORRY

641

RONALD JARMUTH,

Plaintiff,

vs.

CIVIL ACTION NO.
2009-CP-26-3596

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC., ROSEMARY TOTH and K.A. DIEHL & ASSOCIATES,

Defendants.

DEPOSITION OF: ROSEMARY H. TOTH

DATE: Friday, February 17, 2012

TIME: 9:59 a.m. through 2:31 p.m.

LOCATION: McNair Law Firm
2411 Oak Street, Suite 2006
Myrtle Beach, South Carolina

TAKEN BY: The Plaintiff

COURT REPORTER: TERESA J. F. BAUTZ
Registered Professional Reporter

STIPULATION: It is stipulated by and between Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure; and that the deponent does not waive reading and signing of this deposition.

* * * * * * * * * * * * * * * *

ROSEMARY H. TOTH, being first duly sworn, testified as follows:

EXAMINATION

BY MR. JARMUTH:

Q. State your name, for the record.

A. Rosemary Toth.

Q. What's your legal address?

A. 238 Seville Drive, Murrells Inlet, South Carolina, 29576.

Q. Is that the property which entitles you to be a member of HOA?

A. It is.

Q. Who are the co-owners of that property?

A. My husband Charles F. Roche, R-O-C-H-E, and myself.

Q. And how long have you been married to Mr. Roche?

A. It will be nine years this year.

out, again, when you know better, you do better, we started paying them the $150 a month.

Q. Was there an alternative available to the HOA as to where they could get water from to irrigate that area?

A. Possibly. Putting in our own wells.

Q. How about the water in the pond near the Villas?

A. That's not our pond.

Q. Who owns the water in those ponds per the covenants?

A. Which ponds?

Q. Any of the ponds in the PUD.

A. Depends upon whose pond it is. The HOA owns three ponds, and we maintained four when I was president.

Q. Don't the covenants of the HOA say explicitly that all of the water in all of the ponds belongs to the HOA, and including the effluent, and that the HOA has the right to use that water for irrigation?

A. I don't know what you're talking about, sir. I've never read anything like that.

Q. As president of the HOA, what control did you exercise over the ARB?

A. Control?
Q. Yes.
A. None. They are a separate -- they were a separate entity. I didn't control them as the president.
Q. Who appointed the members of the ARB?
A. The board.
Q. Did the ALB have any source of money other than the board?
A. Money for what? No.
Q. For paying, among other things, members of Diehl to attend the meetings.
A. That was part of the contract.
Q. Was it the HOA board or the ARB which determined and ultimately approved the ARB guidelines?
A. The board approved the guidelines that were suggested by the ARB.
Q. Could the ARB itself write the guidelines by themselves?
A. Yes. But they still had to have board approval before they could be implemented.
Q. From your perspective on the board, what is the difference between a guideline and a rule?
A. And this is with regards to the ARB

difference. I don't know that anybody's upset about the ARB guidelines. When they are, they let us know.

Q. Is the ARB a committee of the board?

A. No. They're a board separate unto themselves by virtue of the CC and R's.

Q. Are you saying, then, that the bylaws which govern the HOA do not apply to the ARB?

A. With regards to what?

Q. You just said they are not part of the -- they are not a sub-entity of the board.

MS. THOMPSON: Objection to form.

BY MR. JARMUTH:

Q. Are they part of the HOA's governing organization?

A. Yes.

Q. Are they, then, a committee of the board?

A. Well, see, a committee has to get permission before they make decisions. They come with suggestions to the board. The ARB can make decisions on their own, they are autonomous in that regard. And that's what makes them different from a committee.

So I'm not -- I'm not certain how to answer your question. Perhaps if you could rephrase it a

little differently or just repeat it, I will do my best.

Q. Did the board ever give the ARB any guidance as to who was allowed to be present at ARB decision-making sessions?

A. We've never had anybody except for yourself and one other person, I believe, and I'm not even going to remember that because I wasn't the liaison at that time, ever request to be there.

They would mail in, you know, I want a full screen storm -- or a full storm door, full view storm door, and no one would show up to be there while that was presented. And for decision making, that was done as a group with no outsiders present. I mean, that's kind of a given. That's a private thing.

Q. Is the ARB subject to the South Carolina Nonprofit Corporation Act?

MS. THOMPSON: Objection to the form.

THE WITNESS: Are they subject to it?

I don't know, I can't answer that.

BY MR. JARMUTH:

Q. Can you explain why the ARB excludes any individual from a session who is not the actual applicant?

A. No, I can't.

Q. Can you see any executive privilege which exists in excluding homeowners from decisions which affect other homeowners?

A. I think there's a nice comfort level when you can sit down, discuss issues -- not issues but discuss any changes that someone wants to make. Everybody feels comfortable in saying what they need to say, and the outcome is had. It's all followed -- they follow a set of rules and regulations that are given to them.

Q. Can the board of directors in executive session make any decisions which are binding which would be in the minutes?

A. No, not to my knowledge.

Q. How is the ARB exempt from the requirement of open decision making?

A. I don't know that they are.

Q. How familiar are you with the houses in the Seville Drive area and those on Tavistock and Adare?

A. Where's Tavistock? I mean, I don't know where Tavistock is.

Q. Tavistock opens into Seville, Adare opens into Seville?

INTERNATIONAL CLUB ARCHITECTURAL REVIEW BOARD
"Putative" MODIFICATION REQUEST APPLICATION [1] 642

This document set is provided the International Club Architectural Review Board ("ARB") without waiving any objections as to the authority of said ARB or said HOA in this matter. This qualification is made so as not to implicate potential HOA defense assertions such as "waiver" or "estoppel".

Owner's Name:	Ronald Jarmuth
Home Phone	843-314[redacted]
Lot #	Pebble Creek # 12
Address:	[redacted] Murrells Inlet, SC 29576

This is a Landscaping Modification.

Per the attached Plat, to the left of the front of the house at the corner of Pickering and the cul de sac (standing on Pickering Drive) is an existing Palm Tree bed with Pindo palms and under plantings. The existing bed is edged with edging bricks.

#1 It is proposed to add one Pindo Palm to the RIGHT end of this bed and to extend the bed with the same edging bricks to surround the new palm and to keep the mulch in the bed – as is the situation with the existing bed. This does not block anyone's view of any golf course or other landscaping feature. This would be an extension of approximately 6 feet, more or less. This would be consistent with the "crescent" shape of the existing Palm bed. The extension would be within the property line and Horry County set-back requirements. That being said, owner has an encroachment permit from Horry County good for planting palm trees and plant beds between the curb and the property line.

#2 It is proposed to add one Pindo Palm to the LEFT end of an existing Palm Tree bed at the corner of the cul de sac and Pickering to the right of the house, looking at it the front of the house from Pickering Drive. There is an existing Palm Tree bed there with brick edgers. This would extend the arc of the bed approximately 6 feet, more or less, in a the existing curve shape. It would be edged exactly as the existing bed is edged. It would not block the view of the golf course of other landscaping feature. At the right end of this Palm Tree bed it is proposed to add another Pindo Palm tree, extending the bed approximately 6 feet, more or less. This would NOT impact the hedges surrounding the power transformer there, and would not block the front of power box area. This second Palm Tree would not block the view of the golf course nor of any landscaping feature – but would block in a small way the view of the undecorated rather bland side of the house. This extension would utilize the same edgers as the rest of the existing bed. The left and right bed

[1] At the February 13, 2012 deposition of William Freiboth, President of the International Club HOA, Inc, Mr. Freiboth testified under oath that the Architectural Review Board is not a committee of the IHOA and is independent of the HOA, not subject to the HOA's Bylaws and not accountable to the HOA Board.. Based on this assertion by Mr. Freiboth, the ARB is expected to keep this submission "private" from the HOA Board, in respect to the asserted ARB's "independent" status.

extensions would use the same type of under-plantings as are currently used.

It is noted that directly across the street from the "new" Palm Tree (left end of bed) on the other side of Pickering Drive (See attached Horry County GIS picture) homeowner Fletcher (254 Pickering) has two Palm Trees directly opposite where the added Palm Tree would go, with the difference that Fletcher's does not conform to the Horry County set-back requirements (it is ON THE CURB), and Fletcher's is located within the county – owned right of way. [2] Upon inquiry with Horry County, Fletcher does not have an encroachment permit. The property just to the left of Fletcher, Corbett (258 Pickering) likewise has a pair of Palm Trees situated on the curb and approximately 20 feet from his property line, per Horry County.

Date of Submission: February 27, 2012

Ronald Jarmuth

- For ARB Use Only -

___ APPROVED ___ DISAPPROVED ___ CONDITIONAL APPROVAL ___ WITHDRAWN

Conditions _____

_____

_____

We, the undersigned ARB members, have rendered this decision:

_____ Date _____

_____ _____

_____ _____

_____ _____

Site Visit, if necessary: _____ Date _____

Post - Review Approval: _____ Date _____

[2] At the February 13, 2012 deposition of William Freiboth and at the February 17, 2012 deposition of Rosemary Toth, both testified under oath that the roads within the Planned Unit Development (with the exception of Madrid Drive and certain cul de sacs, none of which are in Pebble Creek) are all owned and controlled by the County.

1/2011

INTERNATIONAL CLUB
ARCHITECTURAL REVIEW BOARD CHECKLIST

Before submitting the Modification Request Application, please take a moment to review this checklist to be sure that all requested information and documentation is provided to the Architectural Review Board (ARB) This will help prevent delays and will expedite the decision-making process. The more information the better. If you are not sure that you have provided all the necessary information or have any questions, please contact K. A. Diehl at 843-357-9998 prior to mailing or hand-delivering your Application.

X **Copy of the plat/survey *of your lot which reflects the footprint of your house, existing easements, setbacks, etc.**

____ **Fences** - include a picture of the style of fence, the type of material, the color, and the height. Please note the exact location and to-scale dimensions on your plat/survey.

____ **Trash Can Enclosures** - include a picture of the style of screening, the type of material, the color, the height and the width. Please note the exact location and to-scale dimensions on your plat/survey.

X **Landscape Improvements** - include a list of the type of vegetation (pictures would be helpful). Please note the exact location of the proposed plantings on your plat/survey. A landscape plan may also be submitted.

X **Permanent Edging** - include a picture of the style and a color sample Please note the exact location on your plat/survey.

____ **Lawn Lighting** - include a picture and description of the type of lighting (low voltage, spot, motion, solar, etc.) Please note the exact location on your plat./survey.

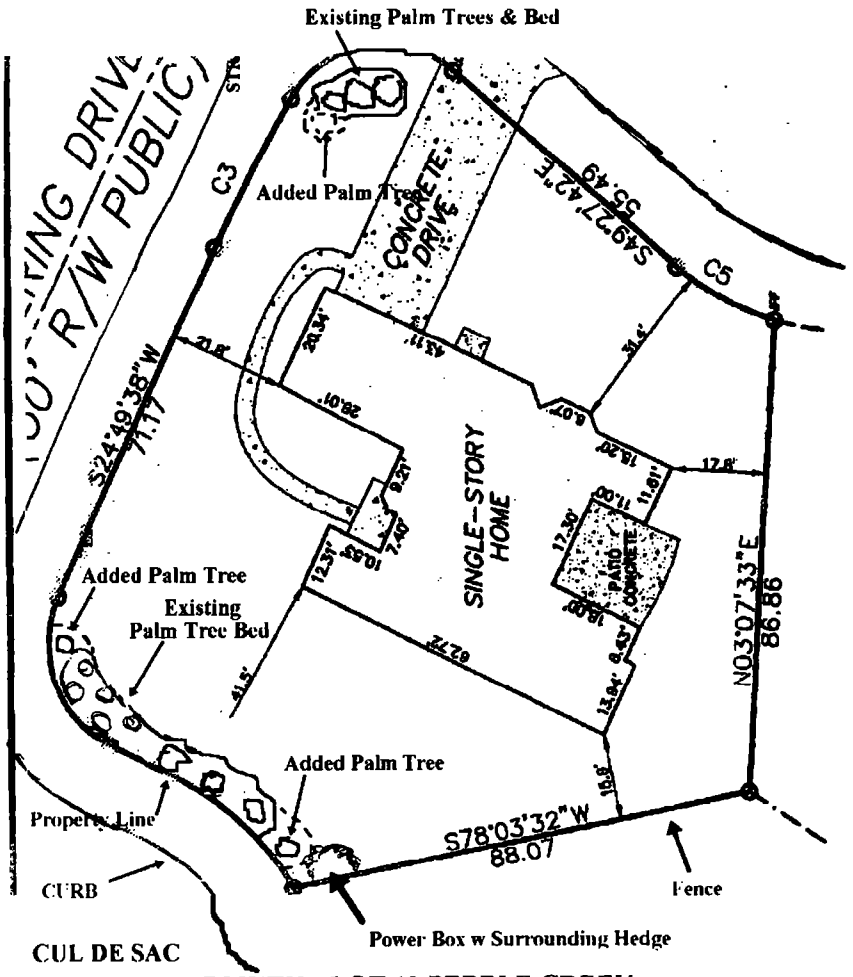
____ **Driveway Coating** - include a picture of the color and pattern, if any. A survey/plat is not necessary. See III. B.

____ **Room/Carolina Room/Screened Porch Addition** - include a copy of the contractor's plans. Please note the exact location to-scale on your plat/survey. Be sure the roof line conforms to the existing architecture and that shingles match. Include materials types and colors. Pictures depicting the end result would be helpful. See IV. I

____ **Patio Extension/Pavers/Stepping Stones** - include a sample or picture of the type of stone/paver you intend to use, noting color and shape. Please note the exact location to-scale on your plat/survey.

If the above checklist does not address your modification, please call as indicated above, for a list of specific information needed in your Application.

* Homeowners should have received an original of their as-built plat/survey at closing. If you have misplaced or did not receive this document, a copy may be obtained at the Horry County Planning and Zoning Commission office in Conway.



JARMUTH - LOT 12 PEBBLE CREEK

RE: Jarmuth ARB Submission (Feb 27, 2012) & Other issues

From: **Vanessa Fattoross** (Vanessa.Fattoross@kadiehl.com)
Sent: Mon 3/05/12 12:59 PM
To: 'Ronald Jarmuth' (ronaldjarmuth@hotmail.com)
Cc: Shannon Rogers (Shannon.Rogers@kadiehl.com)

643

Good morning Mr. Jarmuth,

Thank you for the welcome!

The ARB is meeting tomorrow morning. If you can attend in person, I can put you on the agenda for 11:00 AM.

Please note two members will not be in attendance so we will not know if we have a quorum to conduct official business

until the start of the meeting.

To receive emails from the Association, including "Friday Facts" you must be registered on the Association's website which is

www.internationalclubhoa.com. Once you have completed the initial registration, you can go to "My Profile" and request that

your contacts by sent via e-mail. This way you will receive email notifications. Only your name and address will be available to view to other homeowner unless YOU

CHOOSE to add other contact info such as your email address, phone numbers, etc.

Thank you and please let me know if you can attend tomorrow at 11:00 AM.

Vanessa Dawn Fattoross

Assistant Community Manager

KA Diehl, AAMC

An accredited Association Management Company

(Direct Dial: (843) 652-2206

(Direct Fax: (843) 652-2196

*Email: Vanessa.Fattoross@KADiehl.com

ÿ www.KADiehl.com

P Please consider the environment before printing this email.

This e-mail is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. Any comments or opinions expressed in this document are the opinion of the individual sender, except when specifically stated to be the views of KA Diehl or its affiliates. If you are not the intended recipient, please contact the sender by reply e-mail, forwarding all copies of the original message and any attachment(s). Thank you.



www.kadiehl.com

From: Ronald Jarmuth [mailto:ronaldjarmuth@hotmail.com]
Sent: Sunday, March 04, 2012 4:53 PM
To: Shannon Rogers; Vanessa Fattoross
Subject: Jarmuth ARB Submission (Feb 27, 2012) & Other issues

1. Welcome as the Diehl contract management employee for the International Club PUD. For reference, I am Ronald Jarmuth [redacted] Murrells Inlet SC -- Lot #12 in Pebble Creek.

2. On February 27, 2012 I submitted an Architectural Review Board (ARB) package relating to palm trees on my property at the International Club. I am requesting that you notify me when the ARB will meet relative to that package because I intend to attend the meeting on that package.

3. On February 13, 2012, "Bill" Freiboth, the President of the International Club HOA (HOA), told me that he was unaware that I am not receiving "Friday Facts" and other emails sent by Diehl on behalf of the IHOA, and that the Board of the IHOA never directed that I not receive material sent to other homeowners. Please assure that I receive all such e-mailings in the future.

4. My phone number and email address are NOT TO BE PLACED IN ANY HOMEOWNER DIRECTORY. My name and address may be placed in such a directory.

International Club HOA, Inc.
11822 Hwy 17 Bypass
Murrells Inlet, SC 29576
(843) 357-9888

March 16, 2012

644

104-12
Ronald E. Jarmuth
[redacted]
Murrells Inlet SC 29576
[redacted]

Dear Owner:

Your ARB request has been deferred for consideration by the ARB. Specifically, your request for the following change:

Add two Pindo Palms and extend beds with same edging bricks per the specifications of the application.

The Community is charged with the responsibility of preserving the aesthetic appearance of the Community to help protect the value of the homes.

The ARB has deferred consideration until your present ARB violation is remedied by removing the brickwork along the property line and restoring the sod. Your HOA account also needs to be brought current. As of today, your account balance is $1,735.00

We appreciate your cooperation in submitting this Request for Approval. Please do not get discouraged from making Requests in the future. Most are approved. Again, an attractive Community helps all of us get the full value from our homes when we decide to sell.

FOR THE ARCHITECTURAL REVIEW BOARD

Very truly yours,

Vanessa Fattoross

Vanessa Fattoross Assistant Manager
KA Diehl & Associates, Inc
Managing Agent for International Club HOA, Inc.
Email: vanessa.fattoross@kadiehl.com

International Club HOA
11822 Highway 17 Bypass South
Murrells Inlet, SC 29576

645

January 30, 2012

Ronald Jarmuth
[redacted]
Murrells Inlet, SC 29576

LATE NOTICE

Re: [redacted] (0012)

Dear Owner:

As of 01/30/2012, our records reflect that your account is past due in the amount of **$1,635.00**. including ARB fines. No additional charges have been applied at this time.

If your records do not correspond with our records, please contact me to discuss your account.

Should you have questions, please feel free to contact me at the email address below.

FOR THE BOARD OF DIRECTORS

Sincerely,
Shannon Rogers
K.A. Diehl
Managing Agent
Email: Shannon.Rogers@KADiehl.com

Page 3945

04-0104
International Club
Murrells Inlet SC 29576

KA Diehl
11822 Highway 17S Bypass
Murrells Inlet SC 29576

Apt#	Space	Owner
0012		01 Ronald Jarmuth 249 Pickering Drive Murrells Inlet SC 29576

Type	Date	CC	Description	Check	Amount	Balance
Appl#	8222			Beg Bal		0.00
Chg	12/31/2010	VF	BEGIN BALANCE		244.00	244.00
Chg	01/01/2011	AM	Monthly Assessment		28.00	272.00
Chg	01/01/2011	PA	PaCe Dues		60.00	332.00
Chg	01/25/2011	VF	Violation Fine - ARB		100.00	432.00
Chg	02/01/2011	AM	Monthly Assessment		28.00	460.00
Chg	02/01/2011	PA	PaCe Dues		60.00	520.00
Pay	02/01/2011		Lckbx Pmt	985071	-88.00	432.00
Chg	02/25/2011	VF	ARB fine		100.00	532.00
Chg	03/01/2011	AM	Monthly Assessment		28.00	560.00
Chg	03/01/2011	PA	PaCe Dues		60.00	620.00
Pay	03/02/2011		Lckbx Pmt	98985073	-88.00	532.00
Chg	03/25/2011	VF	ARB Fine		100.00	632.00
Chg	04/01/2011	AM	Monthly Assessment		28.00	660.00
Chg	04/01/2011	PA	PaCe Dues		60.00	720.00
Pay	04/04/2011		Lckbx Pmt	98985076	-88.00	632.00
Pay	04/29/2011		Lckbx Pmt		-88.00	544.00
Chg	05/01/2011	AM	Monthly Assessment		28.00	572.00
[illegible]		PA	[illegible]		60.00	632.00
Chg	05/01/2011	VF	April ARB Fine		100.00	732.00
Chg	05/25/2011	VF	ARB Fine		100.00	832.00
Chg	06/01/2011	AM	Monthly Assessment		28.00	860.00
Chg	06/01/2011	PA	PaCe Dues		60.00	920.00
Pay	06/02/2011		Lckbx Pmt	98985080	-88.00	832.00
Chg	06/25/2011	VF	ARB Fine		100.00	932.00
Pay	06/29/2011		Lckbx Pmt	98985081	-88.00	844.00
Chg	07/01/2011	AM	Monthly Assessment		28.00	872.00
Chg	07/01/2011	PA	PaCe Dues		60.00	932.00
Chg	07/25/2011	VF	ARB Fine		100.00	1,032.00
Chg	08/01/2011	AM	Monthly Assessment		28.00	1,060.00
Chg	08/01/2011	PA	PaCe Dues		60.00	1,120.00
Pay	08/02/2011		Lckbx Pmt	98985086	-88.00	1,032.00
Chg	08/25/2011	VF	ARB Fine		100.00	1,132.00
Chg	09/01/2011	AM	Monthly Assessment		28.00	1,160.00
Chg	09/01/2011	PA	PaCe Dues		60.00	1,220.00
Pay	09/07/2011		Lckbx Pmt	98985089	-88.00	1,132.00
Chg	10/01/2011	AM	Monthly Assessment		28.00	1,160.00
Chg	10/01/2011	PA	PaCe Dues		60.00	1,220.00
Pay	10/05/2011		Lckbx Pmt	98985093	-88.00	1,132.00
Chg	11/01/2011	AM	Monthly Assessment		28.00	1,160.00
Chg	11/01/2011	PA	PaCe Dues		60.00	1,220.00
Pay	11/01/2011		Lckbx Pmt	98985096	-88.00	1,132.00
Chg	12/01/2011	AM	Monthly Assessment		28.00	1,160.00
Chg	12/01/2011	PA	PaCe Dues		60.00	1,220.00
Pay	12/05/2011		Lckbx Pmt	98985099	-88.00	1,132.00
Pay	12/30/2011		Lckbx Pmt	98985103	-88.00	1,044.00
Chg	01/01/2012	AM	Monthly Assessment		29.00	1,073.00
Chg	01/01/2012	PA	PaCe Dues		62.00	1,135.00
Chg	01/30/2012	VF	Sept ARB fine..vf		100.00	1,235.00
Chg	01/30/2012	VF	Oct ARB fine..vf		100.00	1,335.00
Chg	01/30/2012	VF	Nov ARB fine..vf		100.00	1,435.00
Chg	01/30/2012	VF	Dec ARB fine..vf		100.00	1,535.00
Chg	01/30/2012	VF	Jan ARB fine..vf		100.00	1,635.00
				End Bal		1,635.00

Type	Date	CC	Description	Check	Amount	Balance
App#	8222			Beg Bal		0.00
Chg	12/31/2010	VF	BEGIN BALANCE		244.00	244.00
Chg	01/01/2011	AM	Monthly Assessment		28.00	272.00
Chg	01/01/2011	PA	PaCe Dues		60.00	332.00
Chg	01/25/2011	VF	Violation Fine - ARB		100.00	432.00
Chg	02/01/2011	AM	Monthly Assessment		28.00	460.00
`g	02/01/2011	PA	PaCe Dues		60.00	520.00
-y	02/01/2011		Lckbx Pmt	985071	-88.00	432.00
Chg	02/25/2011	VF	ARB fine		100.00	532.00
Chg	03/01/2011	AM	Monthly Assessment		28.00	560.00
Chg	03/01/2011	PA	PaCe Dues		60.00	620.00
Pay	03/02/2011		Lckbx Pmt	98985073	-88.00	532.00
Chg	03/25/2011	VF	ARB Fine		100.00	632.00
Chg	04/01/2011	AM	Monthly Assessment		28.00	660.00
Chg	04/01/2011	PA	PaCe Dues		60.00	720.00
Pay	04/04/2011		Lckbx Pmt	98985076	-88.00	632.00
Pay	04/29/2011		Lckbx Pmt		-88.00	544.00
Chg	05/01/2011	AM	Monthly Assessment		28.00	572.00
Chg	05/01/2011	PA	PaCe Dues		60.00	632.00
Chg	05/01/2011	VF	April ARB Fine		100.00	732.00
Chg	05/25/2011	VF	ARB Fine		100.00	832.00
Chg	06/01/2011	AM	Monthly Assessment		28.00	860.00
Chg	06/01/2011	PA	PaCe Dues		60.00	920.00
Pay	06/02/2011		Lckbx Pmt	98985080	-88.00	832.00
Chg	06/25/2011	VF	ARB Fine		100.00	932.00
Pay	06/29/2011		Lckbx Pmt	98985081	-88.00	844.00
Chg	07/01/2011	AM	Monthly Assessment		28.00	872.00
Chg	07/01/2011	PA	PaCe Dues		60.00	932.00
Chg	07/25/2011	VF	ARB Fine		100.00	1,032.00
Chg	08/01/2011	AM	Monthly Assessment		28.00	1,060.00
Chg	08/01/2011	PA	PaCe Dues		60.00	1,120.00
Pay	08/02/2011		Lckbx Pmt	98985086	-88.00	1,032.00
Chg	08/25/2011	VF	ARB Fine		100.00	1,132.00
Chg	09/01/2011	AM	Monthly Assessment		28.00	1,160.00
Chg	09/01/2011	PA	PaCe Dues		60.00	1,220.00
Pay	09/07/2011		Lckbx Pmt	98985089	-88.00	1,132.00
Chg	10/01/2011	AM	Monthly Assessment		28.00	1,160.00
Chg	10/01/2011	PA	PaCe Dues		60.00	1,220.00
Pay	10/05/2011		Lckbx Pmt	98985093	-88.00	1,132.00
Chg	11/01/2011	AM	Monthly Assessment		28.00	1,160.00
Chg	11/01/2011	PA	PaCe Dues		60.00	1,220.00
Pay	11/01/2011		Lckbx Pmt	98985096	-88.00	1,132.00
Chg	12/01/2011	AM	Monthly Assessment		28.00	1,160.00
g	12/01/2011	PA	PaCe Dues		60.00	1,220.00
y	12/05/2011		Lckbx Pmt	98985099	-88.00	1,132.00
Pay	12/30/2011		Lckbx Pmt	98885103	-88.00	1,044.00
Chg	01/01/2012	AM	Monthly Assessment		29.00	1,073.00
Chg	01/01/2012	PA	PaCe Dues		62.00	1,135.00
Chg	01/30/2012	VF	Sept ARB fine..vf		100.00	1,235.00
Chg	01/30/2012	VF	Oct ARB fine..vf		100.00	1,335.00
Chg	01/30/2012	VF	Nov ARB fine..vf		100.00	1,435.00
Chg	01/30/2012	VF	Dec ARB fine..vf		100.00	1,535.00
Chg	01/30/2012	VF	Jan ARB fine..vf		100.00	1,635.00
				End Bal		1,635.00

512000 Job Status Inquiry Thru Date/Period 04/30/12
IC Classic Links Subledger/option

Job Number . . 520639050

	Cost Code	Type	Cat Cd	Alt Cost	Exclude IN/OUT Accounts N LOD	Seq	Act	P/C/I	Proj	Days
Display From .	27000				9		X	I		
Thru .	89999999									
Total Selected Accts		848,181					128,028-		128,028-	

O P	Shows Non-Zero Line It Account Description	RBA Revised Budget Amt	OCA Open Commitments	AA Actual Amount	EAC Projected Final	M C F
	Common Area					F
	Hardscape	302,948		302,948	302,948	F
	Landscape	39,525		39,525	39,525	F
	Pool House	390,800		390,800	390,800	F
	Common Area	733,273		733,273	733,273	T
						F
						D
						F

Opt: 1=Audit 2=More Detl 3=Commitments 9=Sbl Dtl F9=Formats F24=More

Date 04/17/12 **International Club HOA, Inc.** #9072 Page: 14

G/L ACCOUNT ACTIVITY 701

Account #: 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference

Beginning Bal	Tot Debits	Tot Credits	Net Change	Ending Bal
.00	1,026.00	63,399.00	62,374.00CR	62,374.00CR

Villas fees - $4,720.-
$57,654.-
$79,460.50

Date 04/17/12 **International Club HOA, Inc.** #9072 Page: 1

G/L ACCOUNT ACTIVITY

Account #: 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
01/08/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/03/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/04/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/04/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/04/04	AR0000	AR06		90.00	Owner Expense Adjust
02/04/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/08/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/26/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/26/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/29/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/29/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/29/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/29/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/29/04	AR0000	AR06		90.00	Owner Expense Adjust
02/29/04	AR0000	AR06		90.00	Owner Expense Adjust.
02/29/04	AR0000	AR06		90.00	Owner Expense Adjust.
03/05/04	AR0000	AR06		90.00	Owner Expense Adjust
03/05/04	AR0000	AR06		90.00	Owner Expense Adjust.
03/05/04	AR0000	AR06		90.00	Owner Expense Adjust
03/10/04	AR0000	AR06		90.00	Owner Expense Adjust
03/10/04	AR0000	AR06		90.00	Owner Expense Adjust
03/10/04	AR0000	AR06		90.00	Owner Expense Adjust.
03/10/04	AR0000	AR06		90.00	Owner Expense Adjust.
03/22/04	AR0000	AR06		90.00	Owner Expense Adjust.
03/22/04	AR0000	AR06		90.00	Owner Expense Adjust.
03/22/04	GJ0147	032204		90.00	To Corr TOPS error
04/01/04	AR0000	AR06		90.00	Owner Expense Adjust.
04/01/04	AR0000	AR06		90.00	Owner Expense Adjust.
04/02/04	AR0000	AR06		90.00	Owner Expense Adjust.
04/02/04	AR0000	AR06		90.00	Owner Expense Adjust.
04/08/04	AR0000	AR06		90.00	Owner Expense Adjust.
04/26/04	AR0000	AR06		90.00	Owner Expense Adjust.
05/01/04	AR0000	AR06		90.00	Owner Expense Adjust
05/10/04	AR0000	AR06		90.00	Owner Expense Adjust.
05/11/04	AR0000	AR06		90.00	Owner Expense Adjust
05/11/04	AR0000	AR06		90.00	Owner Expense Adjust
05/27/04	AR0000	AR06		90.00	Owner Expense Adjust
05/27/04	AR0000	AR06		90.00	Owner Expense Adjust
05/27/04	AR0000	AR06		90.00	Owner Expense Adjust.
06/03/04	AR0000	AR06		90.00	Owner Expense Adjust.

G/L ACCOUNT ACTIVITY

Account # 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
06/01/04	AR0000	AR06		90.00	Owner Expense Adjust.
06/01/04	AR0000	AR06		90.00	Owner Expense Adjust.
06/21/04	AR0000	AR06		130.00	Owner Expense Adjust.
06/25/04	AR0000	AR06		130.00	Owner Expense Adjust.
06/29/04	AR0000	AR06		130.00	Owner Expense Adjust
06/30/04	AR0000	AR06	40.00		Owner Expense Adjust
06/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/09/04	AR0000	AR06		130.00	Owner Expense Adjust
07/09/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/15/04	AR0000	AR06		130.00	Owner Expense Adjust
07/20/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/23/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/23/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/23/04	AR0000	AR06	130.00		Owner Expense Adjust
07/23/04	AR0000	AR06	40.00		Owner Expense Adjust.
07/23/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/23/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/23/04	AR0000	AR06	40.00		Owner Expense Adjust.
07/26/04	AR0000	AR06		90.00	Owner Expense Adjust
07/29/04	AR0000	AR06	130.00		Owner Expense Adjust.
07/29/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/30/04	AR0000	AR06		130.00	Owner Expense Adjust
07/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
07/30/04	AR0000	AR06	40.00		Owner Expense Adjust.
07/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
08/04/04	AR0000	AR06		90.00	Owner Expense Adjust.
08/04/04	AR0000	AR06		90.00	Owner Expense Adjust.
08/04/04	AR0000	AR06		90.00	Owner Expense Adjust.
08/05/04	AR0000	AR06		90.00	Owner Expense Adjust.
08/06/04	AR0000	AR06		90.00	Owner Expense Adjust
08/23/04	AR0000	AR06		90.00	Owner Expense Adjust.
08/24/04	AR0000	AR06		90.00	Owner Expense Adjust.
08/25/04	AR0000	AR06		90.00	Owner Expense Adjust.
08/30/04	AR0000	AR06		90.00	Owner Expense Adjust
08/30/04	AR0000	AR06	90.00		Owner Expense Adjust.

G/L ACCOUNT ACTIVITY

Account #: 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
08/30/04	AR0000	AR06		90.00	Owner Expense Adjust.
08/30/04	AR0000	AR06		90.00	Owner Expense Adjust.
09/03/04	AR0000	AR06		90.00	Owner Expense Adjust.
09/15/04	AR0000	AR06		90.00	Owner Expense Adjust.
09/15/04	AR0000	AR06		90.00	Owner Expense Adjust.
09/15/04	AR0000	AR06		90.00	Owner Expense Adjust.
09/15/04	AR0000	AR06		40.00	Owner Expense Adjust.
09/15/04	AR0000	AR06		130.00	Owner Expense Adjust
09/16/04	AR0000	AR06		90.00	Owner Expense Adjust
09/16/04	AR0000	AR06		40.00	Owner Expense Adjust.
09/17/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/17/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/17/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/20/04	AR0000	AR06		90.00	Owner Expense Adjust
09/20/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/20/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/20/04	AR0000	AR06		130.00	Owner Expense Adjust
09/20/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/22/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/22/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/23/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/24/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/24/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/24/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/24/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/24/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/27/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/28/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/28/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/28/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/28/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/29/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust.

G/L ACCOUNT ACTIVITY

Account #: 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
09/30/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/01/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/01/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/05/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/06/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/06/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/06/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/12/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/12/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/16/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/25/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/25/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/28/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/29/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/29/04	AR0000	AR06		130.00	Owner Expense Adjust.
10/29/04	AR0000	AR06		130.00	Owner Expense Adjust.
11/05/04	AR0000	AR06		130.00	Owner Expense Adjust.
11/08/04	AR0000	AR06		40.00	Owner Expense Adjust.
11/12/04	AR0000	AR06		130.00	Owner Expense Adjust.
11/18/04	AR0000	AR06		130.00	Owner Expense Adjust.
11/18/04	AR0000	AR06		130.00	Owner Expense Adjust.
11/24/04	AR0000	AR06		130.00	Owner Expense Adjust.
11/29/04	AR0000	AR06		130.00	Owner Expense Adjust.
12/07/04	AR0000	AR06		130.00	Owner Expense Adjust.
12/07/04	AR0000	AR06		130.00	Owner Expense Adjust.
12/07/04	AR0000	AR06	130.00		Owner Expense Adjust.
12/14/04	AR0000	AR06		130.00	Owner Expense Adjust.
12/15/04	AR0000	AR06		90.00	Owner Expense Adjust.
12/17/04	AR0000	AR06		90.00	Owner Expense Adjust.
12/17/04	AR0000	AR06		130.00	Owner Expense Adjust.
12/31/04	AR0000	AR06		40.00	Owner Expense Adjust.
12/31/04	AR0000	AR06		130.00	Owner Expense Adjust.
12/31/04	AR0000	AR06		130.00	Owner Expense Adjust.
12/31/04	GJ0254	122004		40.00	To Corr Exp Adj on H087
01/13/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/13/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/19/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/25/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/27/05	AR0000	AR06		130.00	Owner Expense Adjust

G/L ACCOUNT ACTIVITY

Account #: 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/31/05	AR0000	AR06	90.00		Owner Expense Adjust.
02/01/05	AR0000	AR06		130.00	Owner Expense Adjust.
02/01/05	AR0000	AR06		130.00	Owner Expense Adjust.
02/15/05	AR0000	AR06		130.00	Owner Expense Adjust.
02/17/05	AR0000	AR06		130.00	Owner Expense Adjust.
02/18/05	AR0000	AR06		130.00	Owner Expense Adjust.
02/18/05	AR0000	AR06		130.00	Owner Expense Adjust
02/18/05	AR0000	AR06		130.00	Owner Expense Adjust.
02/18/05	AR0000	AR06		130.00	Owner Expense Adjust
02/21/05	AR0000	AR06		130.00	Owner Expense Adjust
02/21/05	AR0000	AR06		130.00	Owner Expense Adjust.
02/24/05	AR0000	AR06		130.00	Owner Expense Adjust.
02/25/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/01/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/01/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/04/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/11/05	AR3648	1144		840.00	Villas Startup Fee-Cap C
03/15/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/15/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/29/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust

G/L ACCOUNT ACTIVITY

Account #: 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
04/20/05	AR3805	1158		126.00	Villas dues & other fees
04/26/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/29/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
04/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/03/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/25/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/25/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/25/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/26/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/26/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.

G/L ACCOUNT ACTIVITY

Account # 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
05/31/05	AR0000	AR05		130.00	Owner Expense Adjust
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
05/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/21/05	AR0000	1182		42.00	Villas at Int'l Club Ck
06/21/05	AR0000	1195		42.00	Villas at Int'l Club Ck
06/21/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/24/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/24/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
07/18/05	GJ0352	71805		42.00	To Corr AR4155 Deposit
07/22/05	AR0000	AR06		130.00	Owner Expense Adjust.
07/29/05	AR0000	15342		168.00	Transf fees from Road fee
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/10/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/10/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/11/05	AR4346	1219		42.00	The Villas-Road fee&start
08/12/05	AR0000	AR06		130.00	Owner Expense Adjust
08/18/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/23/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/23/05	AR0000	AR06		130.00	Owner Expense Adjust
08/23/05	AR0000	AR06		130.00	Owner Expense Adjust
08/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/30/05	AR0000	AR06		130.00	Owner Expense Adjust.

G/L ACCOUNT ACTIVITY

Account #: 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
08/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
08/31/05	AR0000	AR06		130.00	Owner Expense Adjust.
09/12/05	AR0000	AR06		130.00	Owner Expense Adjust.
09/12/05	AR0000	AR06		130.00	Owner Expense Adjust.
09/13/05	AR4536	1240		168.00	The Villas dues &ARC fees
09/20/05	AR0000	AR06		130.00	Owner Expense Adjust.
09/20/05	AR0000	AR06		130.00	Owner Expense Adjust.
09/21/05	AR0000	AR06		130.00	Owner Expense Adjust.
09/29/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/03/05	AR0000	AR06		131.00	Owner Expense Adjust.
10/03/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/05/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/05/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/05/05	AR0000	AR06		130.00	Owner Expense Adjust
10/05/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/12/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/17/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/19/05	AR0000	AR06		130.00	Owner Expense Adjust
10/24/05	AR0000	000125		42.00	The Villas Road Maint Fee
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust
10/26/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.

G/L ACCOUNT ACTIVITY

Account #: 00422-000 Capital Contribution
Starting Date: 01/01/01 Ending date: 12/31/09

Date	Source	Ref. ID	Debit Amount	Credit Amount	Reference
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/02/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/04/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/04/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/04/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/04/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/07/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/07/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/07/05	AR0000	AR06		130.00	Owner Expense Adjust
11/08/05	AR4796	001267		42.00	Villas @ Int'l Club ck
11/08/05	AR4796	001267		42.00	Villas @ Int'l Club ck
11/08/05	AR4796	001267		42.00	Villas @ Int'l Club ck
11/08/05	AR4796	001267		42.00	Villas @ Int'l Club ck
11/16/05	AR4814	1275		42.00	The Villas @ Int'l Club
11/18/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/18/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/23/05	AR0000	AR06		130.00	Owner Expense Adjust
11/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/30/05	AR0000	AR06		130.00	Owner Expense Adjust.
11/30/05	AR0000	AR06		130.00	Owner Expense Adjust
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/12/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/12/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/12/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/13/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/13/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/15/05	AR4995	1289		42.00	The Villas Club road Main
12/15/05	AR4995	1289		42.00	The Villas Club road Main
12/15/05	AR4995	1289		42.00	The Villas Club road Main
12/20/05	AR0000	AR06		130.00	Owner Expense Adjust
12/20/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/20/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/20/05	AR0000	AR06		130.00	Owner Expense Adjust.
12/22/05	AR0000	AR06		130.00	Owner Expense Adjust.
01/03/06	AR5040	1300		42.00	The Villas

Ogletree Deakins

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Attorneys at Law
The Ogletree Building
300 North Main Street, Suite 500 (29601)
Post Office Box 2757
Greenville, SC 29602
Telephone: 864.271.1300
Facsimile: 864.235.8806
www.ogletreedeakins.com

John T. Merrell
john.merrell@ogletreedeakins.com

April 18, 2012

Ronald Jarmuth
[redacted]
Murrells Inlet, SC 29576

RE: *Ronald Jarmuth v. International Club Homeowners Association, et al.*
C.A. No. 09-CP-26-3596

Dear Mr. Jarmuth.

Enclosed with this letter are additional materials which are being produced pursuant to the Court's order compelling their production by April 23, 2012. Specifically, in response to Item 5 of the Court's order, which orders DRH to produce "[a] general accounting or other document showing the amount of capital contributions paid by DRH to the International Club Homeowners Association," DRH is producing the enclosed documents showing capital contributions paid by DRH to the International Club HOA.

Sincerely,

John T. Merrell

Enclosures

12209827.1 (OGLETREE)

community ASSOCIATIONS INSTITUTE

EVERY ONE COUNTS 702

Every ONE Counts Membership Campaign

- Make ONE phone call
- Send ONE e-mail
- Have ONE conversation

That's all it takes to recruit a member and participate in CAI's Every ONE Counts campaign—and win one or more of these rewards:

- A vacation package including air fare, hotel, rental car and spending money
- A 32-inch flat screen TV
- A gift card for $500 in gas
- A Sirius or XM satellite radio installation and subscription for one year
- Global Positioning System (GPS)

In addition to prizes, each new member makes CAI a stronger and more effective advocate for you, whether you're a manager, homeowner volunteer leader or service provider.

Take the initiative today. Identify and recruit just ONE new member—or more!

Recruiters have five chances to win—four quarterly drawings and one grand prize drawing. As an added benefit, every recruit also counts toward CAI Recruiter Club recognition and additional chances to win prizes.

To qualify for a quarterly drawing you must recruit a new member during that time period. The four quarterly drawing periods are:

- May 1 – July 31
- August 1 – October 31
- November 1 – January 31
- February 1 – April 30

The grand prize drawing will include the names of all members who recruited a new member at any point during the campaign. For each new member you recruit, you have another chance to win. The dates of the quarterly and grand prize drawings and the winners will be posted on this site at the appropriate time.

Rules

CAI will enter the recruiter's name into the upcoming drawing for each new member that he/she recruits.

Recruiter Club

Every new member that a member recruits counts towards the Recruiter Club requirements and prizes.

The Recruiter Club recognizes and rewards CAI members who actively recruit colleagues, clients, and fellow professionals into joining CAI. All new members who put a current member's name on an application count as recruits. Just like that, you are a member of the club.

CAI thanks the following sponsors for their generous support:

ACE DuraFlo

CAI Business Partner Member Application

Joining CAI is easy. Simply follow the steps below. Please print clearly.

community ASSOCIATIONS INSTITUTE

STEP 1: Membership Contact Information Membership materials will be sent to this address. DATE _____

O MR. O MRS. O MS. O DR. FIRST NAME _____ LAST NAME _____ SUFFIX _____

TITLE _____ COMPANY ACRONYM _____

COMPANY/ORGANIZATION (SPELL OUT COMPLETELY) _____

COMPANY ADDRESS _____

CITY/STATE/ZIP+4 _____

COMPANY MAIN PHONE _____ DIRECT PHONE _____

CELL PHONE _____ HOME PHONE _____

COMPANY FAX _____ EMAIL _____

COMPANY WEBSITE _____

Did someone recommend that you join CAI? Please give name and organization. _____

ROBERT E BARLOW JR KA DIEHL / ASSOCIATES INC.

Employees of your company are considered affiliates of your membership. To add affiliates to your membership, pls se e-mail the name and e-mail address of each employee to caidirect@caionline.org.

Privacy Options visit www.caionline.org/about/privacy to review full policy.

O I do not wish my name and/or address information to be provided to any outside organizations for promotional purposes.
I do not wish to receive special offers from CAI: O via fax O via email

STEP 2: Identify Your Category of Service

O Accountant O Attorney O Builder/Developer O Insurance Provider O Lender O Realtor

O Supplier (landscaping, etc.). Please specify _____

STEP 3: Calculate Your Member Dues

Membership Fee	$520
Advocacy Support Fee	$15
Total Membership Dues	$535
Foundation Donation (optional)	$25
Total Dues including Foundation Donation	$560

Every dollar of the mandatory $15 Advocacy Support Fee goes directly to states with Legislative Action Committees and supports the efforts of CAI to represent and protect our members on state legislative and regulatory issues.

The Foundation for Community Association Research operates on behalf of the industry and conducts surveys and research, provides national programming, and produces a variety of publications including the series of Best Practices reports. Donations to the Foundation are tax deductible.

Membership dues are non-refundable.

STEP 4: Membership Payment

TOTAL MEMBER DUES: $ _____

O Check enclosed (made payable to CAI) O Visa O MasterCard O American Express O Discover

NAME ON CARD _____ SIGNATURE _____

BILLING ADDRESS _____ CITY/STATE/ZIP+4 _____

CARD NO. _____ EXP DATE _____

STEP 5: Choose Your Chapter. Membership in a local chapter is included in your membership. For a complete chapter list visit www.caionline.org/chapters/find. If you don't choose a chapter one will be assigned for you based on your zip code.

CHAPTER CHOICE SOUTH CAROLINA

STEP 6: Please tell us about your company.

State(s) in which you do business _____ Founding year of business _____

Other associations to which your company belongs _____

CHAP

STEP 7: Submit your application and payment.

PHONE: (888) 224-4321 (credit cards only)
ONLINE: www.caionline.org/join (credit cards only)
MAIL: CAI, P.O. Box 34793, Alexandria, VA 22334-0793
FAX: (240) 526-2424 (credit cards only)

IMPORTANT TAX INFORMATION: Under the provisions of section 1070(b) of the Revenue Act passed by Congress in 1987, please note the following. Contributions or gifts to CAI are not tax-deductible as charitable contributions for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses subject to certain limitations as a result of association lobbying activities. CAI estimates that the non-deductible portion of your dues is 17%. For specific guidelines concerning your particular tax situation, consult a tax professional. CAI's Federal ID number is 13-7397594. 50% of annual membership dues is for your non-refundable subscription to Common Ground.

Rev 04/08

[redacted]

GENERAL LEDGER TRIAL BALANCE

Starting account #: 00422-000 Starting date: 01/01/05
Ending account #: 00422-000 Ending date: 12/31/05
*** Not a standard period ***
Profit center: "All"

703

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
422-000	Capital Contribution	.00	90.00	26,029.00	25,939.00CR	25,939.00CR

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/13/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/13/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/19/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/25/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/27/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
01/31/05	AR0000	AR06	90.00		Owner Expense Adjust.	
02/01/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/01/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/15/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/17/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/18/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/18/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/18/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/18/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/21/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/21/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
02/25/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/01/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/01/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/04/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/11/05	AR3648	1144		840.00	Villas Startup Fee-Cap.C.	
03/15/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/15/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/29/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
03/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	

GENERAL LEDGER TRIAL BALANCE

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/20/05	AR3805	1158		126.00	Villas dues & other fees	
0:/26/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/29/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/03/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/25/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/25/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/25/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/26/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/26/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/21/05	AR0000	1192		42.00	Villas at Int'l Club Ck	
0:/21/05	AR0000	1195		42.00	Villas at Int'l Club Ck	
0:/21/05	AR0000	AR06		130.00	Owner Expense Adjust.	
0:/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	

G E N E R A L L E D G E R T R I A L B A L A N C E

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
06/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
05/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
06/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
07/18/05	GJ0352	71805		42.00	To Corr AR4155 Deposit	
07/22/05	AR0000	AR06		130.00	Owner Expense Adjust.	
07/29/05	AR0000	15342		168.00	Transf fees from Road fee	
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
07/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/10/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/10/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/11/05	AR4346	1219		42.00	The Villas-Road fe&start	
08/12/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/18/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/23/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/23/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/23/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
08/31/05	AR0000	AR06		130.00	Owner Expense Adjust.	
09/12/05	AR0000	AR06		130.00	Owner Expense Adjust.	
09/12/05	AR0000	AR06		130.00	Owner Expense Adjust.	
09/13/05	AR4538	1240		168.00	The Villas dues & RC fees	
09/20/05	AR0000	AR06		130.00	Owner Expense Adjust.	
09/20/05	AR0000	AR06		130.00	Owner Expense Adjust.	
09/21/05	AR0000	AR06		130.00	Owner Expense Adjust.	
09/29/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/03/05	AR0000	AR06		131.00	Owner Expense Adjust.	
10/03/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/05/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/05/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/05/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/05/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.	

GENERAL LEDGER TRIAL BALANCE

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/07/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/12/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/17/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/19/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/24/05	AR0000	000125		42.00	The Villas Road Maint Fee	
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/24/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/26/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
10/28/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/02/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/04/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/04/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/04/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/04/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/07/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/07/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/07/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/08/05	AR4796	001267		42.00	Villas @ Int'l Club ck	
11/08/05	AR4796	001267		42.00	Villas @ Int'l Club ck	
11/08/05	AR4796	001267		42.00	Villas @ Int'l Club ck	
11/08/05	AR4796	001267		42.00	Villas @ Int'l Club ck	
11/16/05	AR4814	1275		42.00	The Villas @ Int' Club	
11/18/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/18/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/23/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/30/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/06/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/12/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/12/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/12/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/13/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/13/05	AR0000	AR06		130.00	Owner Expense Adjust.	
12/15/05	AR4995	1289		42.00	The Villas Club road Main	

GENERAL LEDGER TRIAL BALANCE

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
11/15/05	AR4995	1288		42.00	The Villas Club Road Main	
11/15/05	AR4995	1289		42.00	The Villas Club Road Main	
11/20/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/20/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/20/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/20/05	AR0000	AR06		130.00	Owner Expense Adjust.	
11/22/05	AR0000	AR06		130.00	Owner Expense Adjust.	

*** Totals do not include all accounts ***

Grand totals:	.00	90.00	26,029.00	25,939.00CR	25,939.00CR	

-- End of report --

GENERAL LEDGER TRIAL BALANCE

Starting account #: 00422-000 Starting date: 01/01/06
Ending account #: 00422-000 Ending date: 12/31/06
*** Not a standard period ***
Profit center: "All"

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
422-000	Capital Contribution	.00	155.00	12,748.00	12,593.00CR	12,593.00CR

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/03/06	AR5040	1300		42.00	The Villas	
01/03/06	AR5040	1300		42.00	The Villas	
01/03/06	AR5040	1300		42.00	The Villas	
01/16/06	AR5126	1310		42.00	The Villas @ Int'l Club	
01/01/06	AR5246	AR06		130.00	Owner Expense Adjust.	
01/01/06	AR5247	AR06		130.00	Owner Expense Adjust.	
01/01/06	AR5248	AR06		130.00	Owner Expense Adjust.	
01/01/06	AR5249	AR06		130.00	Owner Expense Adjust.	
01/01/06	AR5250	AR06		130.00	Owner Expense Adjust.	
01/03/06	AR5258	AR06		130.00	Owner Expense Adjust.	
01/03/06	AR5260	AR06		140.00	Owner Expense Adjust.	
01/07/06	AR5265	1319		42.00	The Villas at Int'l Club	
01/08/06	AR5271	AR06		130.00	Owner Expense Adjust.	
01/22/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/23/06	AR5347	1331		44.00	The Villas	
01/24/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/24/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/09/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/09/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/09/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/09/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/09/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/13/06	AR5419	1333		44.00	The Villas road maint fee	
01/13/06	AR5419	1333		44.00	The Villas road maint fee	
01/13/06	AR5419	1333		44.00	The Villas road maint fee	
01/13/06	AR5419	1346		44.00	The Villas road maint	
01/27/06	AR0000	AR06		140.00	Owner Expense Adjust.	
01/27/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/05/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/15/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/15/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/17/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/17/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/27/06	AR5656	1370		44.00	Villas Int. Club	
04/27/06	AR5656	1370		44.00	Villas Int. Club	
04/30/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/30/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/30/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/30/06	AR0000	AR06		140.00	Owner Expense Adjust.	
04/30/06	AR0000	AR06		140.00	Owner Expense Adjust.	
05/05/06	AR0000	AR06		140.00	Owner Expense Adjust.	
05/05/06	AR0000	AR06		140.00	Owner Expense Adjust.	
05/11/06	AR0000	001377		44.00	Start up fee/ Rd. Maint	
05/17/06	AR0000	AR06		140.00	Owner Expense Adjust.	

GENERAL LEDGER TRIAL BALANCE

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
0[illegible]/17/06	AR0000	AR06		140.00	Owner Expense Adjust.	
0[illegible]/17/06	AR0000	AR06		140.00	Owner Expense Adjust.	
0[illegible]/17/06	AR0000	AR06		140.00	Owner Expense Adjust.	
0[illegible]/17/06	AR0000	AR06		140.00	Owner Expense Adjust.	
0[illegible]/18/06	AR0000	AR06		140.00	Owner Expense Adjust.	
0[illegible]/25/06	AR0000	AR06		140.00	Owner Expense Adjust.	
0[illegible]/28/06	AR0000	1412		44.00	Villas Mster/Star : up Fee	
0[illegible]/01/06	AR0000	AR06	15.00		Owner Expense Adjust.	
0[illegible]/05/06	AR5886	001414		44.00	Villas At Interna ional	
08/21/06	AR0000	AR06		140.00	Owner Expense Adjust.	
08/21/06	AR0000	AR06		140.00	Owner Expense Adjust.	
08/21/06	AR0000	AR06		140.00	Owner Expense Adjust	
08/21/06	AR0000	AR06		140.00	Owner Expense Adjust.	
08/30/06	AR0000	AR06		140.00	Owner Expense Adjust.	
08/30/06	AR6069	000145		1,984.00	Start Up Fee 12-1[illegible]4	
09/01/06	AR0000	AR06		140.00	Owner Expense Adjust.	
09/22/06	AR0000	AR06		140.00	Owner Expense Adjust.	
09/22/06	AR6152	1482		44.00	Villas at Int'l Club	
09/22/06	AR6152	1482		44.00	Villas at Int'l Club	
09/22/06	AR6152	1482		44.00	Villas at Int'l Club	
09/22/06	AR6152	1482		88.00	Villas at Int'l Club	
10/01/06	AR0000	AR06		140.00	Owner Expense Adjust.	
10/02/06	AR6176	1488		44.00	Villas at Int'l Club	
10/02/06	AR6176	1488		44.00	Villas at Int'l Club	
10/16/06	AR0000	AR06		140.00	Owner Expense Adjust.	
10/31/06	AR0000	1031		44.00	Working capital for Cambr	
11/02/06	AR0000	1033		132.00	Work Cap -1B,2C,6E	
11/03/06	AR0000	30484		44.00	Work.Cap-Unit 4C Withingt	
11/03/06	AR0000	31606		44.00	Work.Cap-121 Knightbury	
11/03/06	AR0000	31613		44.00	Work.Cap-Unit 4A Monahan	
11/08/06	AR0000	000150		44.00	Villas at Int'l Club	
11/13/06	AR0000	000152		44.00	Villas at Int'l Club	
11/28/06	AR0000	1540		44.00	Villas at Int'l Club	
11/28/06	AR0000	1540		44.00	Villas at Int'l Club	
11/28/06	AR0000	1540		44.00	Villas at Int'l Club	
11/30/06	AR0000	AR06		44.00	Owner Expense Adjust.	
11/30/06	AR0000	AR06	140.00		Owner Expense Adjust.	
12/21/06	AR0000	1548		308.00	Villas at Int'l Club HOA	
12/21/06	AR0000	1563		44.00	Villas at Int'l Club HOA	
12/21/06	AR0000	1563		44.00	Villas at Int'l Club HOA	
12/26/06	AR0000	AR06		150.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		218.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR5000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	

GENERAL LEDGER TRIAL BALANCE

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	
12/29/06	AR0000	AR06		140.00	Owner Expense Adjust.	

*** Totals do not include all accounts ***

Grand totals		.00	155.00	12,748.00	12,593.00CR	12,593.00CR

-- End of report --

GENERAL LEDGER TRIAL BALANCE

Starting account #: 00422-000 Starting date: 01/01/07
Ending account #: 00422-000 Ending date: 12/31/07
*** Not a standard period ***
Profit center: "All"

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
422-000	Capital Contribution	.00	140.00	8,442.00	8,302.00CR	8,302.00CR

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/05/07	AR0000	001565		44.00	Villas at Int'l Club	
01/05/07	AR0000	001565		44.00	Villas at Int'l Club	
01/05/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/16/07	AR0000	AR06		88.00	Owner Expense Adjust.	
01/30/07	AR0000	001593		44.00	Villas at Int'l Club	
01/30/07	AR0000	001593		44.00	Villas at Int'l Club	
01/31/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/31/07	AR0000	AR06		140.00	Owner Expense Adjust.	
01/31/07	AR0000	AR06		140.00	Owner Expense Adjust.	
02/09/07	AR0000	AR06		140.00	Owner Expense Adjust.	
02/23/07	AR0000	AR06		140.00	Owner Expense Adjust.	
02/28/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/23/07	AR0000	1101		176.00	Cambridge working cap	
03/23/07	AR0000	AR06		140.00	Owner Expense Adjust.	
03/31/07	AR0000	AR06		88.00	Owner Expense Adjust.	
03/31/07	AR0000	AR06	140.00		Owner Expense Adjust.	
04/17/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/18/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/20/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/25/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/25/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/25/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/26/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/26/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/27/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/27/07	AR0000	AR06		140.00	Owner Expense Adjust.	
04/27/07	AR0000	AR06		140.00	Owner Expense Adjust.	

GENERAL LEDGER TRIAL BALANCE

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
04/27/07	AR0000	AR06		140.00	Owner Expense Adjust.	
05/14/07	AR0000	AR06		140.00	Owner Expense Adjust.	
05/15/07	AR0000	AR06		140.00	Owner Expense Adjust.	
05/21/07	AR0000	AR06		140.00	Owner Expense Adjust.	
05/24/07	AR0000	AR06		140.00	Owner Expense Adjust.	
05/29/07	AR0000	AR06		140.00	Owner Expense Adjust.	
05/30/07	AR0000	AR06		140.00	Owner Expense Adjust.	
05/30/07	AR0000	AR06		140.00	Owner Expense Adjust.	
05/30/07	AR0000	AR06		140.00	Owner Expense Adjust.	
06/11/07	AR0000	001675		680.00	Villas at the Int'l Club	
07/01/07	AR0000	AR06		140.00	Owner Expense Adjust.	
07/20/07	AR0000	AR06		44.00	Owner Expense Adjust.	
07/27/07	AR0000	AR06		140.00	Owner Expense Adjust.	
08/13/07	AR0000	001715		380.00	Villas at Int'l Club	
08/13/07	AR0000	001721		190.00	Villas at Int'l Club	
11/12/07	AR0000	001794		40.00	Villas at International	

*** Totals do not include all accounts ***

Grand totals:	.00	140.00	8,442.00	8,302.00CR	8,302.00CR

-- End of report --

Computation of Capital Contributions
Not "Booked" Into HOA Ledger

PL # 704
1/13/2005 to 4/30/2006

704

HORTON COMPLETE DATA

	Debit Amount	Credit Amount	NET BALANCE	
Total	$1,025.00	$63,399.00	$62,374.00	1/7/04 to 4/30/06
Reduce	($640.00)	($16,180.00)	($15,540.00)	Remove 1/7/04 to 1/12/05
Adjusted	$385.00	**$47,219.00**	**$46,834.00**	1/13/05 to 4/30/06
for 1-13-2005 thru 4-30-2006				

HOA / DIEHL COMPLETE DATA
from Diehl Ledger 7/17/2012

	Debit Amount	Credit Amount	NET BALANCE	
Add	($90.00)	$26,029.00	$25,939.00	1/13/2005 to 12/22/05
Add	$0.00	$4,832.00	$4,832.00	1/03/2006 to 4/30/06
Total	($90.00)	**$30,861.00**	$30,771.00	1/13/05 to 4/30/06

Capital Conrib 1-13-05 to 4-30-06	
Per Horton	$46,834.00
Per HOA	($30,771.00)
Missing for 1-13-05 to 4-30-06	**$16,063.00**

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"
Ending account #: "Last"
*** Not a standard period ***
Profit center: "All"

Starting date: 01/01/06
Ending date: 12/31/06

	03/31/06	GJ0478	VH1282	1,326.30		R/C Links cable-HTC		
	04/12/06	AP5582	VH1323	1,330.26		HORRY TELEPHONE COOPERATI	04/04/06-05/03/06	
	04/30/06	AP6000	VH1379	1,342.15		HORRY TELEPHONE COOPERATI	05/04/06-06/03/06	
	04/30/06	GJ0482	VH1379		1,342.15	R/C Links May cable		
	05/01/06	GJ0482	VH1379	1,342.15		R/C Links May cable		
	06/16/06	AP5827	VH1443	1,391.33		HORRY TELEPHONE COOPERATI	06/04/06-07/03/06	
	07/13/06	AP5903	VH1510	1,428.79		HORRY TELEPHONE COOPERATI	07/04/06-078/03/06	
	08/16/06	AP6047	VH1587	1,551.27		HORRY TELEPHONE COOPERATI	08/04/06-09/03/06	
	09/13/06	AP6000	VH1638	1,566.62		HORRY TELEPHONE COOPERATI	09/04/06 - 10/03/06	
	10/31/06	GJ0561	VH1693	1,549.50		R/C Links cable		
	11/01/06	GJ0561	VH1693		1,549.50	R/C Links cable		
	11/06/06	AP6000	VH1744	1,534.04		HORRY TELEPHONE COOPERATI	11/04/06 - 12/03/06	
	11/30/06	GJ0561	GJ0561	1,549.50		Rev Oct rev entry		
	12/06/06	AP6000	VH1777	1,529.22		HORRY TELEPHONE COOPERATI	12/04/06-01/03/07	
5401-000	Meadows Income			.00	60.00	60.00	.00	.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	12/29/06	AR0000	AR06		30.00	Owner Expense Adjust.		
	12/29/06	AR0000	AR06	30.00		Owner Expense Adjust.		
	12/29/06	AR0000	AR06		30.00	Owner Expense Adjust.		
	12/29/06	AR0000	AR06	30.00		Owner Expense Adjust.		
6401-000	The Golf Course Income			.00	.00	16,296.00	16,296.00CR	16,296.00CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/01/06	AR5032	AR01		781.00	Apply Asset/Opt Charges		
	01/31/06	GJ0448	AR		577.00	R/C Golf Course Income		
	02/01/06	AR5244	AR01		781.00	Apply Asset/Opt Charges		
	02/28/06	GJ0454	022806		577.00	R/C Golf course Inc		
	03/01/06	AR5364	AR01		1,358.00	Apply Asset/Opt Charges		
	04/01/06	AR5556	AR01		1,358.00	Apply Asset/Opt Charges		
	05/01/06	AR5662	AR01		1,358.00	Apply Asset/Opt Charges		
	06/01/06	AR5807	AR01		1,358.00	Apply Asset/Opt Charges		
	07/01/06	AR5884	AR01		1,358.00	Apply Asset/Opt Charges		
	08/01/06	AR5961	AR01		1,358.00	Apply Asset/Opt Charges		
	09/01/06	AR6079	AR01		1,358.00	Apply Asset/Opt Charges		
	10/01/06	AR6173	AR01		1,358.00	Apply Asset/Opt Charges		
	11/01/06	AR0000	AR01		1,358.00	Apply Asset/Opt Charges		
	12/01/06	AR6283	AR01		1,358.00	Apply Asset/Opt Charges		
7105-001	BB&T Amenity Resv Acct			.00	32,694.07	28,748.63	3,945.44	3,945.44
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	03/31/06	AR5573	1095	8,894.76		Resv funding-3 mths		
	04/06/06	AR5574	1095	2,964.92		Apr Amenity funding		
	04/28/06	CR5739	ADJUST	3.41		Int earned on amenity res		

Date 08/06/09 Time: 10:13:40 — International Club HOA, Inc. — Report #7825 Page: 100

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"
Ending account #: "Last"
*** Not a standard period ***
Profit center: "All"

Starting date: 01/01/07
Ending date: 12/31/07

08/14/07	AP0000	VH2246	667.94	HORRY TELEPHONE COOPERATI	08/08/07 - 09/07/07	
09/12/07	AP0000	VH2302	667.94	HORRY TELEPHONE COOPERATI	09/08/07-10/7/07	
10/09/07	AP0000	VH2383	667.94	HORRY TELEPHONE COOPERATI	10/08/07 - 11/07/07	
11/13/07	AP0000	VH2434	667.94	HORRY TELEPHONE COOPERATI	11/08/07 - 12/07/07	
12/12/07	AP0000	VH2483	734.73	HORRY TELEPHONE COOPERATI	12/08/07 - 01/07/08	

6401-000	The Golf Course Income	.00	660.00	19,766.00	18,876.00CR	18,876.00CR

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/01/07	AR0000	AR01		1,358.00	Apply Assmt/Opt Charges	
02/01/07	AR0000	AR01		1,358.00	Apply Assmt/Opt Charges	
02/01/07	AR0000	AR06		30.00	Owner Expense Adjust.	
03/01/07	AR0000	AR01		1,358.00	Apply Assmt/Opt Charges	
04/01/07	AR0000	AR01		1,358.00	Apply Assmt/Opt Charges	
04/30/07	AR0000	AR06		660.00	Owner Expense Adjust.	
04/30/07	GJ0619	043007		660.00	Accr Inc for Jan-Apr	
04/30/07	GJ0621	043007	660.00		Reverse GJ 619-use AR	
05/01/07	AR0000	AR01		1,358.00	Apply Assmt/Opt Charges	
05/31/07	AR0000	AR06		215.00	Owner Expense Adjust.	
06/01/07	AR0000	AR01		1,358.00	Apply Assmt/Opt Charges	
06/18/07	AR0000	AR06		215.00	Owner Expense Adjust.	
07/01/07	AR0000	AR01		1,573.00	Apply Assmt/Opt Charges	
08/01/07	AR0000	AR01		1,573.00	Apply Assmt/Opt Charges	
09/01/07	AR0000	AR01		1,573.00	Apply Assmt/Opt Charges	
10/01/07	AR0000	AR01		1,573.00	Apply Assmt/Opt Charges	
11/01/07	AR0000	AR01		1,573.00	Apply Assmt/Opt Charges	
12/01/07	AR0000	AR01		1,573.00	Apply Assmt/Opt Charges	
12/31/07	GJ0743	20107EXP	30.00		Adj Meadows Inc	

7105-001	BB&T Amenity Resv Acct	3,945.44	43,867.67	261.59	43,386.08	47,331.52

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/16/07	AR0000	1391	3,373.00		Amenity Res funding	
01/31/07	CR0000	ADJUST	2.32		Reserve interest	
02/02/07	AR0000	1413	3,373.00		Amenity resv funding	
02/28/07	CR0000	ADJUST	3.63		Int earned on amenity res	
03/02/07	AR0000	1443	3,374.00		Res funding-amenity	
03/09/07	AR0000	1453	3,049.91		Reimb by oper	
03/31/07	CR0000	ADJUST	3.71		Int earned on amenity	
03/31/07	CR0000	ADJUST		6.00	Dep slip order charge	
04/04/07	AR0000	1473	3,374.00		Amenity resv funding	
04/30/07	CR0000	ADJUST	4.10		Int earned on amenity	
05/02/07	AR0000	1501	3,374.00		Reserve funding	
05/31/07	CR0000	ADJUST	5.02		Int earned on amen.resv	
06/04/07	AR0000	1537	3,374.00		Amenity Resv funding	
06/30/07	CR0000	ADJUST	5.48		Int earned on amenity res	
07/05/07	AR0000	1570	3,374.00		Reserve funding	

Date 08/06/09 Time: 10:14:06 — International Club HOA, Inc. — Report #7826 Page: 94

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"
Ending account #: "Last"
*** Not a standard period ***
Profit center: "All"

Starting date: 01/01/08
Ending date: 12/31/08

	03/12/08	AP0000	VH2674	714.18		HORRY TELEPHONE COOPERATI	3/8/08-4/7/08	
	04/15/08	AP0000	VH2736	757.01		HORRY TELEPHONE COOPERATI	04/08/08 - 05/07/08	
	05/14/08	AP0000	VH2782	757.01		HORRY TELEPHONE COOPERATI	05/08/08 - 06/07/08	
	06/11/08	AP0000	VH2854	757.01		HORRY TELEPHONE COOPERATI	6/8/08-7/7/08	
	07/15/08	AP0000	VH2915	822.67		HORRY TELEPHONE COOPERATI	07/08/08 - 08/07/08	
	08/12/08	AP0000	VH2973	820.09		HORRY TELEPHONE COOPERATI	08/08/08 - 09/07/08	
	09/09/08	AP0000	VH3037	832.72		HORRY TELEPHONE COOPERATI	09/08/08 - 10/07/08	
	10/14/08	AP0000	VH3098	1,179.68		HORRY TELEPHONE COOPERATI	10/08/08 - 11/07/08	
	11/18/08	AP0000	VH3147	1,009.35		HORRY TELEPHONE COOPERATI	11/08/08 - 11/07/08	
	12/09/08	AP0000	VH3198	1,009.35		HORRY TELEPHONE COOPERATI	12/08/08 - 01/07/09	
6401-000	The Golf Course Income			.00	.00	13,872.00	13,872.00CR	13,872.00CR

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/01/08	AR0000	AR01		657.00	Apply Assmt/Opt Charges	
01/01/08	AR0000	AR06		5.00	Owner Expense Adjust.	
01/31/08	AR0000	AR06		494.00	Owner Expense Adjust.	
02/01/08	AR0000	AR01		657.00	Apply Assmt/Opt Charges	
02/28/08	AR0000	AR06		494.00	Owner Expense Adjust.	
03/01/08	AR0000	AR01		1,151.00	Apply Assmt/Opt Charges	
04/01/08	AR0000	AR01		1,151.00	Apply Assmt/Opt Charges	
05/01/08	AR0000	AR01		1,151.00	Apply Assmt/Opt Charges	
05/31/08	AR0000	AR06		20.00	Owner Expense Adjust.	
06/01/08	AR0000	AR01		1,158.00	Apply Assmt/Opt Charges	
07/01/08	AR0000	AR01		1,158.00	Apply Assmt/Opt Charges	
08/01/08	AR0000	AR01		1,158.00	Apply Assmt/Opt Charges	
09/01/08	AR0000	AR01		1,158.00	Apply Assmt/Opt Charges	
10/01/08	AR0000	AR01		1,158.00	Apply Assmt/Opt Charges	
11/01/08	AR0000	AR01		1,158.00	Apply Assmt/Opt Charges	
12/01/08	AR0000	AR01		1,158.00	Apply Assmt/Opt Charges	

7105-001	BB&T Amenity Resv Acct	47,331.52	39,924.02	3,841.71	36,082.31	83,413.83	

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/29/08	AR0000	1784	3,059.00		Amenity Resv funding	
01/29/08	AR8885	1784	3,059.00		Jan Reserve funding	
01/31/08	CR0000	ADJUST	10.08		Int earned on amenity	
02/08/08	AR0000	1795	3,059.00		Amenity reserve funding	
02/29/08	CR0000	ADJUST	10.49		Int earned on amenity	
02/29/08	GJ0705	1784		3,059.00	To Corr 1/29 Dep Corr	
03/05/08	AR0000	1826	3,059.00		Amenity resv funding	
03/31/08	CR0000	ADJUST	11.84		Int earned on amenity	
04/02/08	AR0000	1856	3,059.00		Amenity resv funding	
04/30/08	CR0000	ADJUST	12.17		Int earned on amenity	
05/02/08	AR0000	1889	3,059.00		Amenity resv funding	
05/31/08	CR0000	ADJUST	13.17		Int earned on amenity	
06/04/08	AR0000	1920	3,059.00		Amenity resv funding	

INTERNATIONAL CLUB HOA

November 4, 2009

International Club Homeowners:

RE: 2010 ASSESSMENT COLLECTION

Enclosed, you will find a copy of the Master Association and P.A.Ce budget comparisons and explanation memo for your review. The Board of Directors has approved a change in the collection of these fees as indicated below:

MASTER ASSOCIATION ASSESSMENTS # 1

According to the International Club Bylaws, Section 12.3, all members of the association shall be responsible for all "common expenses" of the association, not including the expenses relative to the pool, clubhouse, and playground facilities in International Club. Common expenses may include, Management fee, Administrative Fees, Legal Fees and Accounting Fees. Also, costs associated with utilities serving the common areas, insurance policies and expenses to maintain all the common areas as well to fund unexpected items. This budget may also fund the taxes and reserves for future capital repairs not associated with the P.A.Ce budget.

The Master Association Assessment for 2010 is $31 per unit per month or $372, and will be collected on an annual basis and due in February. You will receive one statement in December reflecting this information. The fee will be due February 1, 2010 and considered late March 1, 2010. At that time a late fee of $25 and an Administration Fee of $10 will be added to your account and collected according to the Bylaws of the Association.

FOR CAMBRIDGE AND VILLAS OWNERS, THE MASTER ASSOCIATION ASSESSMENT IS THE ONLY FEE YOU WILL BE CHARGED AND IT WILL BE DUE AS NOTED ABOVE.

P.A.Ce BUDGET ASSESSMENTS #2

In order to fund the daily maintenance requirements of the pool, Amenity Center and Clubhouse use, the International Club Board of Directors have approved the enclosed budget information and comparison. Based on history and the estimates provided by contractors, the 2010 assessments for the P.A.Ce budget is $58 per unit per month. You will receive 12 coupons in December along with your Master Association statement for payment. IF YOU CURRENTLY ARE ON AUTOMATIC DRAFT, YOU WILL CONTINUE TO BE DRAFTED AT THE $58 AMOUNT. THE INITIAL $372 WILL BE DUE AT A DIFFENT TIME AND WILL NOT BE DRAFTED FROM YOUR ACCOUNT.

FOR THE BOARD OF DIRECTORS

Sincerely,

Beckie Abel

Beckie Abel, PCAM
K.A. Diehl & Associates, Inc.
Email: beckie.abel@kadiehl.com
Direct Fax: 843-652-2183
Direct line: 843-652-2163

MEMORANDUM

TO: International Club HOA Board of Directors

FROM: Beckie Abel

DATE: November 3, 2009

SUBJECT: 2010 Proposed Operating Budgets

Please find attached the final version of the 2010 Operating Budgets for the Master Association and the P.A.Ce for your review and consideration. These budgets include a comparison tab that will be somewhat easier to compare. This budget reflects the funding amounts recommended by Reserve Advisors in their recent study done for this association.

Utilizing the most recent financial statement as a starting point, I made adjustments to the majority of the line items. I have outlined below the changes that I made and the basis for the same to help you understand where the numbers came from.

➢ **Master Association Budget:**

- ***Prior Year Deficit Funding*** – This line item has been added to fund the expected total deficit for the end of this year. We do need to make up that amount in order to have a proper and clean audit. This then caused the unit assessments to fund the estimated expenses for 2010 to increase to $31 per unit per month. Please find estimates of the funding requirements for this line item:
- ***Deficit*** – As of September 2009 this amount is $33,196.94 noting an approximate $1200 additional deficit each month.
- ***K.A. Diehl Invoice*** – For hours spent over and above the contracted amount during the Special Meeting and Litigation issues.
- ***Landscape Contract*** – An additional $270 per month is added to the existing landscape contract for extra properties covered by the Master Association Budget.
- ***Insurance*** – The estimated portion of the policy which is dedicated to all common area with the exclusion of the pool and clubhouse facility is hard to determine and not separated in the premium. Since a portion of this premium is paid towards the liability and D&O coverage for the entire property, I am estimating a 10% increase in premium due to the association's current legal status.

➢ **P.A.Ce Budget:**

✓ ***Clubhouse Expense*** – This line item has been increased to fund the initial HVAC inspection as well as the regular maintenance performed by Carolina Cool. As rekeying the building should be a one time project, I estimated that amount in the 2009 expenses.

- ✓ ***Trash Fees*** – After speaking with Waste Industries regarding increases, I got them to hold their fees for next year, so we are expecting no increase. Based on the budgeted amount for last year, the funding appears to be reduced.
- ✓ ***Cable Fees*** – HTC just announced the intent to increase their fees at no more than 7% for the year 2010. I increased the budgeted amount accordingly.
- ✓ ***Insurance*** – Again the portion of the premium funded by the PACe members is an estimate and has also been increased at the 10% level.

Since the cable fees will increase, I did not change the trash fees again. Please review the proposed budget, and should you have any questions please feel free to contact me.

At this point, the Master Association fees remain at $31, but the PACe dues increase to $58.

Enclosures: As noted.

International Club HOA
Master Association
2009-2010 Projection vs Budget

	REVENUES	2009 Budget	2010 Proposed Budget	2010 Budget vs 2009 Budget
401	Regular Assessments	$ 128,237	$ 266,034	$ 137,797
406	Late Fees	-	-	$ -
408	Deferred Revenue	60,000	-	$ (60,000)
420	Interest Income	-		$ -
425	Misc Income	-		$ -
	Total Revenues	**$ 188,237**	**$ 266,034**	**$ 77,797**
	EXPENSES			
Repairs & Maintenance				
530	Maintenance & Repair	$ 3,000	$ 5,000	$ 2,000
540	Landscape Maintenance	16,000	16,000	$ -
542	Irrigation Maintenance	2,000	9,000	$ 7,000
543	Contract Landsc. Maint.	68,472	72,065	$ 3,593
545	Lake Maintenance	2,500	2,500	$ -
599	Other Maintenance	-	6,000	$ 6,000
	Total	**$ 91,972**	**$ 110,565**	**$ 18,593**
General & Administrative				
610	Office Supplies	$ 700	$ 700	$ -
611	Printing	3,425	3,500	$ 75
612	Postage	2,875	4,000	$ 1,125
620	Legal	5,000	20,000	$ 15,000
621	Audit Services	850	1,500	$ 650
622	Management Services	31,674	23,774	$ (7,900)
623	Insurance Expense	2,000	2,420	$ 420
640	Annual Meeting Expense	1,540	1,550	$ 10
690	Bad Debt Expense	2,600	2,600	$ -
698	Tax Expense	620	620	$ -
	Total	**$ 51,284**	**$ 60,664**	**$ 9,380**
Utilities				
700	Electricity	$ 21,405	$ 25,339	$ 3,934
701	Water & Sewer	3,000	3,000	$ -
706	Telephone	180	100	$ (80)
	Total	**$ 24,585**	**$ 28,439**	**$ 3,854**
Other Expenses				
850	Operating Contingency	$ 10,000	$ 5,000	$ (5,000)
849	Prior Year Deficit Funding	$	$ 52,644	
900.1	Replacement Reserves	7,981	8,724	$ 743
	Total	**$ 17,981**	**$ 66,368**	**$ 48,387**
				$ -
Total Operating Expense		**$ 185,822**	**$ 266,036**	**$ 80,214**
	Net Income (Loss)	**$ 2,415**	**$ (2)**	

International Club
2010
Approved Master Association Budget Worksheet

Acct	Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	REVENUES													
401	Master Association Asses	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	266,034
	Total Revenues	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	22,170	266,034
	EXPENSES													
Repairs & Maintenance														
530	Maintenance & Repair	417	417	417	417	417	417	417	417	417	417	417	417	5,000
540	Landscape Beautification	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	16,000
542	Irrigation Maintenance	-	-	-	1,000	2,000	2,000	2,000	1,000	1,000	-	-	-	9,000
543	Contract Landsc. Maint.	6,005	6,005	6,005	6,005	6,005	6,005	6,005	6,005	6,005	6,005	6,005	6,005	72,066
545	Lake Maintenance	208	208	208	208	208	208	208	208	208	208	208	208	2,500
599	Hwy 17 Connector Fee	500	500	500	500	500	500	500	500	500	500	500	500	6,000
	Total	8,464	8,464	8,464	9,464	10,464	10,464	10,464	9,464	9,464	8,464	8,464	8,464	110,566
General & Administrative														
610	Office Supplies	100	100	75	75	50	50	50	50	50	50	25	25	700
611	Printing	100	700	200	200	200	200	300	200	100	100	700	500	3,500
612	Postage	333	333	333	333	333	333	333	333	333	333	333	333	4,000
620	Legal	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
621	Audit Services	-	-	-	1,500	-	-	-	-	-	-	-	-	1,500
622	Management Services50%	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	23,774
623	Insurance	202	202	202	202	202	202	202	202	202	202	202	202	2,420
640	Annual Meeting Expense	-	-	-	-	-	-	-	1,550	-	-	-	-	1,550
660	Bad Debt Expense	217	217	217	217	217	217	217	217	217	217	217	217	2,600
699	Tax Expense	-	-	-	-	-	-	-	-	-	-	-	620	620
	Total	4,599	5,199	4,674	6,174	4,849	4,849	4,749	6,199	4,549	4,549	5,124	5,544	60,664
Utilities														
700	Electricity	1,850	2,000	2,200	2,166	2,339	2,550	1,900	1,975	2,050	2,210	2,200	2,000	25,339
701	Water/Irrigation	250	250	250	250	250	270	280	245	250	250	205	250	3,000
706	Telephone	10	10	10	10	10	10	5	5	5	5	5	15	100
	Total	2,110	2,260	2,460	2,426	2,599	2,830	2,185	2,125	2,305	2,465	2,410	2,265	28,439

INTERNATIONAL CLUB 000394

International Club
2010
Approved Master Association Budget Worksheet

Acct	Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Other Expenses														
888	Operating Contingency	417	417	417	417	417	417	417	417	417	417	417	417	5,000
844	Prior Years Deficit	4,387	4,387	4,387	4,387	4,387	4,387	4,387	4,387	4,387	4,387	4,387	4,387	52,644
900	Replacement Reserves	727	727	727	727	727	727	727	727	727	727	727	727	8,724
	Total	5,531	5,531	5,531	5,531	5,531	5,531	5,531	5,531	5,531	5,531	5,531	5,531	66,369
Total Operating Expense		20,704	21,464	21,128	23,694	23,243	22,474	22,928	23,318	21,848	21,008	21,529	21,804	266,034
Cash Flow		1,468	718	1,041	(1,434)	(1,073)	(1,304)	(758)	(1,148)	321	1,161	641	366	(1)

CASH ADDED IN 2010

End of 2009

Replacement Reserve Schedule

Item	Cost To Replace	Funds On Hand	Balance Needed	Useful Life	Remaining Life	Annual Funding	Target Amount	Actual Amount	Percent Funded
Community Signage	70,000	35,106	34,894	8	4	8,724	35,000	35,106	100.30%
Total Reserves	70,000	35,106	34,894			8,724	35,000		100%

By End of 2010

Master Association Assessment Computations

Unit Type	Units/Lots	Percent Interest		2009 Monthly Assmt	Total Monthly Income	
Pebble Creek	222	0.13850%	0.30748	$ 31	6,835	(Rounded off)
Glens	47	0.13850%	0.06510	$ 31	1,447	
Highland	94	0.13850%	0.13019	$ 31	2,894	
Links	98	0.13850%	0.13573	$ 31	3,017	
Meadows	57	0.13850%	0.07895	$ 31	1,755	
The Golf Course	50	6.92500%	0.06925	$ 31	1,540	
Cambridge	24	0.13850%	0.03324	$ 31	739	
The Villas	128	0.13850%	0.17728	$ 31	3,941	
Subtotal Monthly Units	720		0.9972		22,169	266,026

Finallly a Count of Units

Page

INTERNATIONAL CLUB P.A.C.e
2009-2010 COMPARISON REPORT

		2009 Budget	2010 Proposed Budget	2010 Budget vs 2009 Budget
	REVENUES			
7401	Regular Assessments	$ 399,032	$ 391,804	$ (7,228)
7420	Interest Income	1,800	1,800	-
7425	Misc Inc - Amenity	-		
7426	Clubhouse Usage	300	300	-
	Total Revenues	$ 401,132	$ 393,904	$ (7,228)
	EXPENSES			
	Repairs & Maintenance			
7508	Clubhouse Expense	$ 3,000	4208	$ 1,208
7515	Playground Equipment	400	400	-
7520	Pool Supplies	9,785	9950	165
7521	Pool Maint. & Repair	500	1500	1,000
7523	Contract Pool Maintenance	17,129	17129	-
7535	Exercise Equip. Repair	1,473	2000	527
7540	Landscape Maint/Supplies	500	2000	1,500
7542	Irrigation Maintenance	500	500	-
7543	Contract Landscape Maint	9,000	9000	-
7550	Interior Pest Control	360	360	-
7551	Termite Expense	210	500	290
7570	Janitorial Maint. & Supply	650	500	(150)
7571	Contract Janitorial Maint.	7,200	7200	-
7599	Board Special Projects	2,500	2,500	-
	Total	$ 53,207	$ 57,745	$ 4,538
	General & Administrative			
7622	Management Fee (30%)	$ 13,574	$ 23,774	$ 10,200
7623	Insurance Expense	11220	12,343	
7698	Tax Expense	440	440	-
	Total	$ 25,234	$ 36,557	$ 10,200
	Utilities			
7700	Electricity	$ 10,600	$ 11,238	$ 638
7701	Water & Sewer	2,850	3,000	$ 150
7703	Trash Removal	329	329	$ -
7706	Communications	2,100	2,100	$ -
7031	PC Trash Removal	40,800	36,889	$ (3,911)
7032	Glen's Trash removal	8,400	7,430	$ (970)
7033	Highlands Trash Removal	17,100	15,584	$ (1,516)
7034	Links Trash removal	17,880	16,247	$ (1,633)
7035	Meadows Trash Removal	10,980	9,450	$ (1,530)
7051	PC Cable TV	56,904	64,122	$ 7,218
7052	Glen's Cable TV	12,048	13,575	$ 1,527
7053	Highlands Cable TV	24,348	27,151	$ 2,803
7054	Links Cable	25,116	28,306	$ 3,190
7055	Meadows Cable	14,616	16,464	$ 1,848
	Total	$ 244,071	$ 251,885	$ 7,814
			Cash Added	
	Other Expenses			
7801	Monitoring Services	$ 9,884	$ 8,652	$ (1,232)
7845	Prior Yrs Deficit Recovery *	38,226	-	
7850	Operating Contingency	5,400	5,400	-
7900	Replacement Reserves	25,110	33,665	8,555
	Total	$ 78,620	$ 47,717	$ 7,323
	Total Operating Expense	$ 401,132	$ 393,904	$ (7,229)

INTERNATIONAL CLUB
P.A.Cs BUDGET
2018 Proposed Budget

	Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	REVENUES													
7403	P.A Cs Fee	32,650	32,650	32,650	32,650	32,650	32,650	32,650	32,650	32,650	32,650	32,650	32,650	391,804
7404	Interest Income	1,600	-	-	-	75	75	75	75	-	-	-	-	1,900
7405	Clubhouse Usage	25	25	25	25	25	25	25	25	25	25	25	25	300
	Total Revenues	34,175	32,675	32,675	32,675	32,750	32,750	32,750	32,750	32,675	32,675	32,675	32,675	393,994
	EXPENSES													
	Repairs & Maintenance													
7508	Clubhouse Expense	351	351	351	351	351	351	351	351	351	351	351	351	4,209
7515	Playground Equipment Exp.	-	-	-	-	100	100	100	100	-	-	-	-	400
7520	Pool Supplies	850	850	850	850	825	825	825	815	815	815	815	815	9,950
7521	Pool Maint. & Repair	-	-	-	300	300	300	300	300	-	-	-	-	1,800
7523	Contract Pool Maint.	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	17,139
7536	Exercise Equip Maint.	167	167	167	167	167	167	167	167	167	167	167	167	2,000
7540	Landscape Maint/Supplies	-	-	-	500	500	500	500	-		-	-	-	2,000
7542	Irrigation Maintenance	-	-	-	100	100	100	100	100	-	-	-	-	500
7549	Contract Lands. Maint.	750	750	750	750	750	750	750	750	750	750	750	750	9,000
7550	Interior Pest Control	90	-	-	90	-	-	90	-	-	90	-	-	360
7551	Termite Treatment	-	-	-	-	-	-	-	-	-	-	-	500	500
7570	Janitorial Supplies	100	-	-	100	-	-	100	-	-	100	-	100	600
7571	Contract Janitorial Maint.	600	600	600	600	600	600	600	600	600	600	600	600	7,200
7599	Board Special Projects	208	208	208	208	208	208	208	208	208	208	208	208	2,500
	Total	4,543	4,353	4,353	5,443	5,725	5,338	5,916	4,916	4,318	4,966	4,316	4,918	57,746
	General & Administrative													
7522	Management Fee 50%	1,991	1,991	1,991	1,991	1,991	1,991	1,991	1,991	1,991	1,991	1,991	1,991	23,774
7523	Insurance	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	12,343
7599	Tax Expense	-	-	-	-	-	-	-	-	-	-	-	440	440
	Total	3,019	3,019	3,019	3,019	3,019	3,019	3,019	3,019	3,019	3,019	3,019	3,459	36,557
	Utilities													
7700	Electricity	1,000	950	975	938	1,000	900	950	975	800	950	950	950	11,238
7701	Water & Sewer	250	250	275	225	250	335	220	345	230	210	210	220	3,000
7703	Trash Removal	27	27	27	27	27	27	27	27	27	27	27	27	329
7708	Communications	175	175	175	175	175	175	175	175	175	175	175	175	2,100
7031	PC Trash Expense	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	36,888
7051	PC Cable Expense	5,344	5,344	5,344	5,344	5,344	5,344	5,344	5,344	5,344	5,344	5,344	5,344	64,122
7032	Glen's Trash Expense	619	619	619	619	619	619	619	619	619	619	619	618	7,430
7052	Glen's Cable Expense	1,131	1,131	1,131	1,131	1,131	1,131	1,131	1,131	1,131	1,131	1,131	1,131	13,575
7033	Highlands Trash Expense	1,299	1,299	1,299	1,299	1,299	1,299	1,299	1,299	1,299	1,299	1,299	1,299	15,584
7053	Highlands Cable Expense	2,263	2,263	2,263	2,263	2,263	2,263	2,263	2,263	2,263	2,263	2,263	2,263	27,161
7034	Links Trash Expense	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	1,354	16,247
7054	Links Cable Expense	2,359	2,359	2,359	2,359	2,359	2,359	2,359	2,359	2,359	2,359	2,359	2,359	28,308
7035	Meadows Trash Expense	788	788	788	788	788	788	788	788	788	788	788	788	9,450
7055	Meadows Cable Expense	1,372	1,372	1,372	1,372	1,372	1,372	1,372	1,372	1,372	1,372	1,372	1,372	16,464
	Total	21,054	21,004	21,054	20,968	21,034	21,039	20,974	21,134	20,934	20,964	20,964	20,974	251,998
	Other Expenses													
7501	Monitoring Service	721	721	721	721	721	721	721	721	721	721	721	721	8,652
7503	Operating Contingency	450	450	450	450	450	450	450	450	450	450	450	450	5,400
7900.1	Replacement Reserves	2,805	2,805	2,805	2,805	2,805	2,805	2,805	2,805	2,805	2,805	2,805	2,805	33,659
	Total	3,976	3,976	3,976	3,976	3,976	3,976	3,976	3,976	3,976	3,976	3,976	3,976	47,717
	Total Expenses	32,593	32,343	32,363	33,354	33,348	33,353	33,476	32,625	32,139	32,489	32,289	33,319	393,994
	Cash Flow	1,582	332	282	(619)	(598)	(603)	(726)	(176)	537	217	467	(643)	(0)

INTERNATIONAL CLUB
P.A.Co BUDGET
2010 Proposed Budget

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total

Replacement Reserve Schedule

Item	Cost To Replace	Funds On Hand	Balance Needed	Useful Life	Remaining Life	Annual Funding		Target Amount	Actual Amount	Percent Funded
Resident's Club Building		End 2009								
Playground Equipment	15,000	5,000	10,000	10	5	2,000		7,500	5,000	66.67%
Bike Rack/Picnic Table	2,000	500	1,500	8	4	375		1,000	500	50.00%
Parking (Paving)	32,000	20,000	12,000	20	15	600		8,000	20,000	250.00%
Parking (Sealing)	15,000	10,000	5,000	5	1	5,000		12,500	10,000	80.00%
Fencing	10,000	5,000	5,000	11	6	833		4,545	5,000	110.00%
Pool Furniture	10,000	5,000	5,000	6	2	2,500		6,667	5,000	75.00%
Pool Brick	50,000	22,000	28,000	11	6	4,667		22,727	22,000	96.80%
Pool Decking	20,000	9,200	11,800	11	5	1,967		9,091	9,200	90.20%
Pool Equipment	15,000	11,200	4,362	5	2	2,199		10,000	11,200	112.00%
Club/Pool House Roofs	20,000	3,600	16,600	21	16	1,031		4,762	3,500	73.50%
Clubhouse Appliances	5,000	2,000	3,000	10	5	600		2,500	2,000	80.00%
Exterior Clubhouse Painting	20,000	12,000	8,000	6	2	4,000	Add	13,333	12,000	90.00%
Interior clubhouse Painting	12,000	10,100	1,900	6	2	950	in	8,000	10,100	126.25%
Clubhouse Furniture	20,000	8,026	11,974	11	6	1,995	2010	8,091	8,026	99.29%
Exercise Equipment	26,000	6,000	19,000	9	4	4,750		13,000	6,000	43.20%
Total Reserve Funding	271,000	139,626	143,636			33,666		133,666	139,626	$162,211 End 2010

Pebble Cove	222	0.176680%	5	66	12,039.60
Glens	47	0.176680%	6	66	2,710.03
Highland	64	0.176680%	5	30	9,433.05
Links	50	0.176680%	6	66	8,553.21
Meadows	87	0.176680%	6	66	5,253.51
The Golf Co	85	0.176680%	6	66	2,000.30
					33,033.40

P.A.Co and Cable and Trash amenities total charge = 558.
Plus 531. for common area expenses = 889 rounded off

656 Includes 80 lots for Golf Club

21

INTERNATIONAL CLUB 000398

709

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.
MURRELLS INLET, SOUTH CAROLINA

FINANCIAL STATEMENTS

AND SUPPLEMENTARY INFORMATION

Year Ended December 31, 2009

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.
MURRELLS INLET, SOUTH CAROLINA

CONTENTS

	Page
REPORT OF INDEPENDENT AUDITORS	1
FINANCIAL STATEMENTS	
Balance Sheet	2
Statement of Revenues and Expenses	3
Statement of Changes in Fund Balances	4
Statement of Cash Flows	5
Notes to Financial Statements	6 - 10
REPORT OF INDEPENDENT AUDITORS ON SUPPLEMENTARY INFORMATION	11
SUPPLEMENTARY INFORMATION	
Supplementary information on future major repairs and replacements	12

Andrew C. Thompson, CPA

Certified Public Accountant and Auditor

REPORT OF INDEPENDENT AUDITORS

To the Board of Directors and Members
The International Club Homeowners Association, Inc.
Murrells Inlet, South Carolina

We have audited the accompanying balance sheet of The International Club Homeowners Association, Inc. as of December 31, 2009, and the related statements of revenues and expenses, changes in fund balances, and cash flows for the year then ended. These financial statements are the responsibility of the Association's directors and management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The International Club Homeowners Association, Inc. as of December 31, 2009, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

June 15, 2010

Andrew C. Thompson, CPA

Telephone (843) 293-5897
Telecopier (843) 293-6633

38 Smith Boulevard
Myrtle Beach, SC 29588

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC

BALANCE SHEET
December 31, 2009

ASSETS	Operating Fund	Reserve Fund	Total
Cash and cash equivalents - (Notes 2 and 5)	$ 16,131	$ 161,619	$ 177,750
Member assessments receivable, net (Note 3)	12,999	-	12,999
Due from operating fund	-	2,758	2,758
Prepaid insurance	6,653	-	6,653
Prepaid expenses	2,835	-	2,835
TOTAL ASSETS	$ 38,618	$ 164,377	$ 202,995
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued expenses	$ 53,626	$ 3,375	$ 57,001
Due to reserve fund	2,758	-	2,758
Prepaid member assessments (Note 3)	24,105	-	24,105
TOTAL LIABILITIES	80,489	3,375	83,864
FUND BALANCES (Note 5)	(41,871)	161,002	119,131
TOTAL LIABILITIES AND FUND BALANCES	$ 38,618	$ 164,377	$ 202,995

SEE REPORT OF INDEPENDENT AUDITORS

The accompanying Notes to Financial Statements are an integral part of this financial statement.

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC

STATEMENT OF REVENUES AND EXPENSES
For the Year Ended December 31, 2009

	Operating Fund	Reserve Fund	Total
REVENUES			
Regular Assessments (Note 3)	$ 127,642	$ -	$ 127,642
Pool and Amenity Center Assessments (Note 3)	396,498	-	396,498
Reserve funding	(25,110)	25,110	-
Reserve funding	(7,980)	7,980	-
Fines and late charges	1,197	-	1,197
Interest income	68	972	1,040
Miscellaneous income	2,741	-	2,741
Clubhouse rental	840	-	840
TOTAL REVENUES	495,896	34,062	529,958
OPERATING EXPENSES			
Repairs and maintenance	177,458	13,334	190,792
General and administrative	136,843	-	136,843
Utilities	260,642	-	260,642
Total Operating Expenses	574,943	13,334	588,277
OTHER EXPENSES			
Taxes, income and property (Note 4)	1,015	-	1,015
Operating contingency expenses	6,361	-	6,361
Reserve study	-	1,900	1,900
Alarm services	9,469	-	9,469
Total Other Expenses	16,845	1,900	18,745
TOTAL EXPENSES	591,788	15,234	607,022
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (95,892)	$ 18,828	$ (77,064)

SEE REPORT OF INDEPENDENT AUDITORS

The accompanying Notes to Financial Statements are an integral part of this financial statement.

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC

STATEMENT OF CHANGES IN FUND BALANCES
For the Year Ended December 31, 2009

	Operating Fund	Reserve Fund	Total
FUND BALANCES, January 1, 2009	$ 54,021	$ 142,174	$ 196,195
Excess (deficiency) of revenues over expenses	(95,892)	18,828	(77,064)
FUND BALANCES, December 31, 2009	**(41,871)**	**161,002**	**119,131**

SEE REPORT OF INDEPENDENT AUDITORS

The accompanying Notes to Financial Statements are an integral part of this financial statement.

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC

STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2009

	Operating Fund	Reserve Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Excess (deficiency) of revenues over expenses	$ (95,892)	18,828	$ (77,064)
Adjustments to reconcile excess (deficiency) of revenues over expenses to net cash provided (used) by operating activities			
(Increase) decrease in:			
Member assessments receivable	14,290	-	14,290
Due from operating fund	-	(2,758)	(2,758)
Prepaid insurance	(1,161)	-	(1,161)
Prepaid expenses	6,250	-	6,250
Increase (decrease) in:			
Accounts payable and accrued expenses	21,218	3,375	24,593
Due to reserve fund	2,758	-	2,758
Prepaid member assessments	3,259	-	3,259
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(49,278)	19,445	(29,833)
NET INCREASE (DECREASE) IN CASH	(49,278)	19,445	(29,833)
CASH AND CASH EQUIVALENTS, at beginning of year	65,409	142,174	207,583
CASH AND CASH EQUIVALENTS, AT END OF YEAR	$ 16,131	$ 161,619	$ 177,750
Supplemental Disclosure:			
Income taxes paid	$ 455	$ -	$ 455

SEE REPORT OF INDEPENDENT AUDITORS

The accompanying Notes to Financial Statements are an integral part of this financial statement.

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. NATURE AND PURPOSE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The International Club Homeowners Association, Inc. (the "Association") is a statutory association incorporated and existing under the laws of the State of South Carolina. The Association is responsible for maintaining and preserving common property, enforcing rules for mutual benefit, and providing other common services to Association members. The International Club Homeowners Association is a residential development located in Murrells Inlet, South Carolina. The Association began its operations in 2001.

The following is a summary of the more significant accounting policies used in the preparation and presentation of the accompanying financial statements of the Association.

Basis of Accounting:

The financial statements were prepared utilizing the accrual basis of accounting with revenues being recognized when they are billed or due and expenses being recognized when the expense is incurred.

The Association's governing documents provide certain guidelines for managing its financial activities. To ensure observance of limitations and restrictions on financial resources, the Association maintains its accounts using fund accounting. Financial recourses are classified for accounting and reporting purposes in specific funds established according to their nature and purpose. The Association's funds are separated between operating funds and funds for future major repairs and replacements (reserve fund). Operating disbursements are made generally at the discretion of the Board of Directors and the Association's property management company. Replacement funds have been set aside for a specific purpose and are to be disbursed accordingly.

Cash Equivalents:

Cash equivalents consist of certificates of deposit with original maturities of ninety (90) days or less. Certificates of deposits with maturities in excess of ninety (90) days are also considered cash equivalents as bank imposed early withdrawal penalties, if any, are not considered material.

(Continued)

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. NATURE AND PURPOSE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Allowance for Doubtful Accounts:

The Association, as determined necessary and on an annual basis, establishes an allowance for potentially uncollectible member assessments receivable based on historical collection experience and management's evaluation of collectibility of outstanding balances due. As of December 31, 2009, the Association established an allowance for doubtful accounts in the amount of $6,533 for probable uncollectible amounts.

Common Property:

Real property owned by individual unit owners in common and improvements made by the Association to such property are not capitalized in the financial statements. All expenditures for real property common elements and improvements are reflected as an expense in the period incurred. Common property elements not recognized as assets in the financial statements consist primarily of access driveways and parking areas, a swimming pool and clubhouse facility, and building common areas.

Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events:

Subsequent events are events or transactions that take place after the financial statements' balance sheet date. Events or transactions, if recognized as subsequent events provide additional evidence about conditions and estimates that existed at the date of the balance sheet and retroactively revise those amounts reflected in the financial statements. Other subsequent events, not recognized as subsequent events or transactions, did not exist at the date of the balance sheet but instead arose after that date and are reported as additional disclosures in the notes to the financial statements. Management evaluates all significant subsequent events from the balance sheet date through the date the financial statements are available to be issued. This date is June 15, 2010.

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 2. CASH AND CASH EQUIVALENTS AND CREDIT CONCENTRATIONS

Cash and cash equivalents consist of amounts balances on deposit (including interest-bearing deposits) with financial institutions. The balances on deposit at the financial institutions are insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC). There were no uninsured balances at December 31, 2009.

NOTE 3. ASSESSMENTS CHARGED TO UNIT OWNERS

Regular Assessments:

The regular monthly assessments for 2009 charged to unit owners, excluding the Cambridge Regime and the Villas Regime unit owners were $75 per month. Assessments charged to the Golf Course were also $75 per month for each of the 35 golf course units. Assessments charged to owners within the Cambridge Regime and the Villas Regime for 2009 were $15 per month. Owners within subordinate regimes are also billed additional amounts from their respective Associations. The Associations board of directors reviews the governing documents and establishes owner assessments annually. These financial statements report revenue based on established budgets and the related owner assessment amounts for 2009 (see note 6).

Collection Policy and Budget:

The Association's policy is to retain legal counsel and place liens on units of members whose assessments are over ninety (90) days delinquent. At December 31, 2009, the Association had recorded an allowance of $6,533 for potential uncollectible accounts.

The annual budget and owners' assessments are determined by the Board of Directors to provide for current operating expenditures and required replacement funds. The Association retains excess operating funds at the end of each year, if any, for use in the subsequent year.

NOTE 4. INCOME TAXES

Under the provisions of the Internal Revenue Code, the Association is allowed to elect each year to file as an eligible Section 528 homeowners association, thereby excluding exempt function income from taxation, or file as an ordinary taxable corporation. For the years ended December 31, 2009, the Association elected to file as an eligible homeowners Association in order to minimize income taxes.

(continued)

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 5. FUTURE MAJOR REPAIRS AND REPLACEMENTS

The Association's governing documents provide that the Association accumulate funds for future major repairs and replacements of the specific components of common property, including personal property. As of December 31, 2009, the Association had accumulated funds for future major repairs and replacements of $161,002. This amount is held in a separate account and is generally not available for operating purposes. It is the Association's policy that interest earned on the separate cash balance is generally allocated to the replacement fund. Of the $161,002 balance, the board of directors has currently allocated $35,119 to community signage and $125,883 to the amenity center and pool, and related reserve components.

The Board of directors engaged a reserve planning consultant during 2009 to estimate the remaining useful lives and the replacement costs of common property components. The Association is funding for such future major repairs and replacements over the estimated useful lives of the components based on the study's estimates of current replacement costs, considering amounts previously designated for future major repairs and replacements. Because actual expenditures may vary from estimated future expenditures, and the variations may be material, amounts designated for future major repairs and replacements may not be adequate to meet all future needs for major replacements and repairs. If additional funds are needed, the Association has the right, subject to appropriate approval, to increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available.

NOTE 6. LITIGATION

The Association is currently involved in a litigation matter with one of the subordinate regimes. The action arises out of a dispute about the management and operations of the Association. Specifically, the subordinate regime seeks equitable relief, alleging primarily (i) that the Association's Board of Directors was never properly elected pursuant to the Association's by-laws; (ii) that a special election must be held to replace the Association's Board; (iii) that all actions of the Board since September of 2007 are nullified; (iv) that certain membership dues are credited to the subordinate regime; (v) that the Association is prohibited from collecting unpaid assessments from the subordinate regime.

The International Club is being represented by attorneys appointed by Association's insurance company. The insurance company is vigorously defending the action. The Associations directors and officers insurance policy has a deductible for this action in the amount of $2,500. As such, due to these factors, and the Association's legal representation, the Association does not believe the outcome of this litigation will result in a material loss to the Association. The case is expected to be mediated in 2010.

(continued)

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.

NOTES TO FINANCIAL STATEMENTS

NOTE 6. LITIGATION (continued)

The Association is also represented by attorneys in a matter pending in the South Carolina Court of Appeals, in which the appellant is seeking an unspecified amount of damages and court orders that the Declaration, Reductions and Covenants are void, that the Board of Directors was not properly elected, and numerous contracts affecting the International Club are void, and other related matters. Oral arguments in this matter have not been scheduled as of the date of this report.

Additionally, during the course of its operations, the Association is also subject to various claims, torts and actions, and disputes. The Association does not believe the outcome of any litigation or other current actions will result in a material loss to the Association.

NOTE 7. SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 15, 2010 and has concluded that no significant subsequent events meet the criteria of professional accounting standards to be recognized, or not recognized but disclosed, in the financial statements.

Andrew C. Thompson, CPA

Certified Public Accountant and Auditor

REPORT OF INDEPENDENT AUDITORS ON SUPPLMENTARY INFORMATION

To the Board of Directors and Members
The International Club Homeowners Association, Inc.
Murrells Inlet, South Carolina

The supplementary information on future major repairs and replacements on page 12 is not a required part of the basic financial statements of the Association but is presented as supplementary information required by the American Institute of Certified Public Accountants. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

June 15, 2010

Andrew C. Thompson, CPA

Telephone (843) 293-5897
Telecopier (843) 293-6633

38 Smith Boulevard
Myrtle Beach, SC 29588

THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC

SUPPLEMENTARY INFORMATION ON FUTURE MAJOR REPAIRS AND REPLACEMENTS

December 31, 2009
(Unaudited)

The Board of Directors engaged a reserve planning consultant during 2009 to estimate the remaining useful lives and replacement costs of common property components. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study.

The following information is based on the study and presents significant information about the components of common property.

Component	Estimated Current Remaining Useful Life (Years)	Estimated Current Replacement Cost
Community signage	4	$ 70,000
Playground equipment	5	15,000
Bike rack/picnic table	4	2,000
Parking (paving)	15	32,000
Parking (sealing)	1	15,000
Fencing	6	10,000
Pool furniture	2	10,000
Pool finish	6	50,000
Pool decking	6	20,000
Pool equipment	2	15,000
Club/pool house roofs	16	20,000
Clubhouse appliances	5	5,000
Exterior clubhouse painting	2	20,000
Interior clubhouse painting	2	12,000
Clubhouse furniture	6	20,000
Exercise equipment	4	25,000
		$ 341,000

SEE REPORT OF INDEPENDENT AUDITORS ON SUPPLEMENTARY INFORMATION

NOTICE OF SPECIAL MEETING

754

Dear International Club Homeowners: April 6, 2010

Notice is hereby given that a Special Meeting of the Members will be held on **Monday, April 19, 2010.** The meeting will commence at **6:00 pm** and will be held ***In the auditorium of St. James High School off of Highway 707, Murrells Inlet, South Carolina.***

The purpose of this Special Members' Meeting is to formalize an easement that the Board of Directors is granting to Central Electric Cooperative. THIS IS NOT A VOTING MEETING OF THE MEMBERHSHIP. DETAILED INFORMATION WILL BE PROVIDED TO THE MEMBERSHIP AND THEIR RESPONSES ARE WELCOME AND WILL BE HEARD.

If you have any questions regarding any matters contained in this Notice, please contact Beckie Abel, PCAM, Senior Community Manager, K.A. Diehl & Associates, Inc. at the management office at 843-357-9888.

On behalf of the International Club Homeowners Association, Inc. Board of Directors,

Sincerely,

Rosemary Toth
President of the International Club Board of Directors
[redacted]
Murrells Inlet, SC 29576
Ph: (843) 651-[redacted]
Email: rtoth@sccoast.net

1. **LANDSCAPE PACKAGE – Materials and Labor to be provided by Central Electric**

a.	32	Indian Hawthorne	(2-5')
b.	26	Savannah Holly	(6-8')
c.	22	Wax Myrtle	(4-5')
d.	4	Palmetto Palm	(8-10')

2. **EASEMENT COMPENSATION $83,000 to be dispersed as follows:**

SPECIAL MEMBERS' MEETING EXPENSES $3,000

$889.50	Attorney fee for review
$600.00	Certified Public Accountant fee for review
$300.00	Videographer fee
$198.00	School rental fee
$365.12	Cost of postage & mailing of meeting notice to 670 homeowners
$134.00	Cost to prepare disbursement checks to 670 homeowners
$294.80	Cost of envelopes & postage to mail checks to 670 homeowners
$150.00	Cost for K.A. Diehl staff to perform meeting Recording Secretary Duties
$ 68.58	Cost of Administrative Expenses
$3,000.00	Total Meeting Expenses

BREAKDOWN FOR REMAINING FUNDS $80,000

$50,250	Funds to be distributed to 670 homeowners at the rate of $75 per unit owner
$15,000	Funds for potential Master Association landscaping projects (TBD)
$10,000	Funds to be deposited in money market account for contingent expenses
$ 4,750	Funds for tax liability ($2,186 quoted by our CPA – balance as cushion)
$80,000	Total Allocations

STATE OF SOUTH CAROLINA COUNTY OF HORRY	)	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT
VILLAS AT INTERNATIONAL CLUB OWNERS ASSOCIATION, INC., Plaintiff, v. THE INTERNATIONAL CLUB HOMEOWNER'S ASSOCIATION, INC., Defendant.	)	CASE NO.: 09-CP-26-3211 CONSENT ORDER

755

FILED
HORRY COUNTY
11 MAY 17 AM 9:08
MELANIE HUGGINS-WARD
CLERK OF COURT

On April 7, 2011, the parties successfully resolved the above-captioned action through a Mutual Release and Settlement Agreement ("Agreement"). Said Agreement is attached hereto and is incorporated as Exhibit A.

IT IS HEREBY ORDERED that the Agreement is hereby approved and adopted and is subject to enforcement under the contempt powers of this Court.

IT IS FURTHER ORDERED that this case shall be dismissed with prejudice; however, this Court shall retain jurisdiction relating to enforcement of the terms of the Agreement.

IT IS SO ORDERED.

Honorable Judge Presiding
Court of Common Pleas, Fifteenth Judicial Circuit

Horry County, South Carolina

May 16, 2011

[SIGNATURE PAGES TO FOLLOW]