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 9

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WE CONSENT

Steve Ouverson, signed by IKM with permission
Stephen C. Ouverson, Esq.
PARSONS, OUVERSON, STARK & GUEST, PA
P.O. Box 2850
Murrells Inlet, SC 29576

ATTORNEY FOR PLAINTIFF
VILLAS AT INTERNATIONAL CLUB
OWNERS' ASSOCIATION, INC.

WE CONSENT

Ellis R. Lesemann, Esq.
Jenna K. McGee, Esq.
PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
Charleston SC 29401

ATTORNEYS FOR DEFENDANT INTERNATIONAL CLUB HOMEOWNERS'

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.: 2009-CP-26-3211 MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement"), effective as of April 7, 2011 (the "Effective Date"), is entered into by and between **Villas at International Club Owners' Association, Inc.** ("Villas") and **International Club Homeowners' Association, Inc.** ("Association") (collectively, the "Parties").

RECITALS

WHEREAS, the Villas filed the above-captioned civil action asserting various claims relating to the operation and management of the Association (the "Lawsuit");

WHEREAS, the Parties have now agreed that it is in their mutual interests to resolve all claims raised in the Lawsuit, and to settle all past and present claims between them on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the execution of this Agreement, and in further consideration of the mutual promises contained within, the sufficiency of which is acknowledged by all, IT IS THEREFORE AGREED AS FOLLOWS:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference and made a part of this Agreement and the terms and conditions hereof.

2. **Settlement Payment**. In consideration of the promises and obligations set forth in this Agreement, the Association agrees to pay the Villas the total sum of Twenty Thousand Dollars ($20,000.00) to the Villas. Payment in this amount shall be accomplished by one Ten Thousand Dollar ($10,000.00) payment from the Association and one Ten Thousand Dollar ($10,000.00) payment from Travelers Bond Insurance Company. Payment shall be made by checks payable to "Villas at International Club HOA." The checks shall be delivered to Parsons, Ouverson, Stark & Guest, P.A. within five (5) days of the date when counsel for the Association receives this Agreement in its fully executed form.

In addition, the Association agrees to pay the Villas monthly installments of nine hundred dollars ($900.00) for forty-eight (48) months beginning July 1, 2011. An installment shall be made every month starting July 1, 2011 and will be due, as applicable, on the first business day of each subsequent month. Each installment will be made by check payable to "Villas at International Club HOA." The checks shall be mailed to the Villas at LITUS to Let, Post Office Drawer 9000, Myrtle Beach, SC 29578-9000. If the Association fails to make a payment within thirty (30) days of the date that it is due, the Association will be considered in default of this Agreement and, without notice, the Villas make seek any remedy at law or in equity to enforce the terms hereof.

These amounts will be paid in exchange for full settlement, satisfaction and release of any claims, whether asserted or unasserted, that Villas may have against the Association.

3. **Additional Conditions of Settlement**. In addition to the Settlement Payment described above, the Parties have agreed to the following additional conditions of settlement:

a. The Association shall appoint an additional member to the International Club Homeowners' Association, Inc. Board of Directors ("Board") from the Villas if a member of the Villas is not elected to the Board beginning with the next scheduled election.

b. The Villas shall not be obligated to maintain the 750 foot strip of property along International Club Boulevard presently maintained by the Villas.

These additional conditions of settlement are made in exchange for full settlement, satisfaction and release of any claims, whether asserted or unasserted, that Villas may have against the Association.

4. **Dismissal of Action.** Concurrent with the execution of this Agreement, counsel for the Parties will execute a stipulation of dismissal of the lawsuit with prejudice, which shall be delivered to counsel for the Association prior to the delivery of any settlement proceeds.

5. **Mutual Release.** In consideration of the mutual promises set forth herein, and other good and valuable considerable recited herein, the Parties each hereby release and forever discharge each other and their respective successors, affiliates, directors, officers, employees, representatives, members, managers and agents from any and all demands, actions, claims, or rights to compensation, known or unknown, against each other including all claims raised or that could have been raised in the Lawsuit, as well as any claims for attorney's fees, costs or any other expenses incurred in reaching this Agreement other than those which may already be included within the amount of the Settlement Payment.

6. **Covenant Not To Sue.** The Parties each agree that they shall not institute any lawsuits, claims, or third-party claims against any other party to this Agreement at any time in the future relating to the claims released under this Agreement or any other claims that could have been asserted by any of these Parties in the lawsuit or that may have been alleged to have existed at any time up to the date of this Agreement, other than as may be necessary to enforce this Agreement.

7. **No Admission of Liability.** The execution of this Agreement is not to be construed as an admission of any liability or violation of any federal, state or local statute or

regulation, any common law, or of any duty owed by any party hereto to any other, each party having denied any such liability. As stated above, the consideration and mutual promises offered herein are offered solely to avoid further dispute.

8. **Governing Law**. Any and all aspects of this Agreement, including, but not limited to, its construction, interpretation and enforcement, shall be governed by the laws of the State of South Carolina.

9. **Complete Defense**. This Agreement may be treated as a complete defense to any legal, equitable, judicial or administrative action that may be brought, instituted, or taken by any of the Parties against any other party to this Agreement relating to any matter and claims as set forth herein.

10. **Entire Agreement**. The Parties hereby confirm that this Agreement shall not be subject to any claims of mistake of fact, that it expresses the full agreement and the complete settlement of the Parties, that it is intended to avoid further litigation and that it is to be final and complete. The Parties agree that there is absolutely no agreement or reservation not clearly expressed herein. The Parties further agree that the consideration offered herein is in full satisfaction of any damages that have been alleged by any party hereto and that the execution hereof is with the full knowledge that this Agreement releases all possible claims against any party to this Agreement.

11. **Representations**. The Parties acknowledge and represent that they have carefully reviewed this Agreement with the assistance of counsel, that they have entered into this Agreement freely and voluntarily and without reliance on any promises not expressly contained herein, that they have been afforded an adequate time to review carefully the terms hereof, and that this Agreement shall not be deemed void or voidable by claims of duress, fraudulent inducement, deception, mistake of fact, or otherwise. In addition, the principle of construction

whereby all ambiguities are to be construed against the drafter shall not be employed in the interpretation of this Agreement. Instead, this Agreement shall not be construed for or against any party.

12. **Severability**. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the enforceability of the remainder of this Agreement.

13. **Voluntary Execution**. The Parties, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of this Agreement after having had ample time to consult with their respective counsel, review and understand this Agreement.

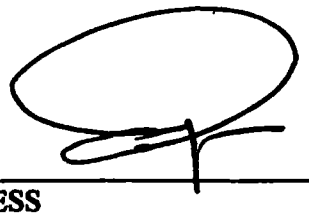
14. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

15. **Enforcement**. If any legal action or other proceedings are brought to enforce or interpret this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other direct costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

IT IS SO AGREED.

[SIGNATURES ON NEXT PAGE]

This Agreement is entered into by the following parties:



WITNESS

Dated this 7th day of April 2011.

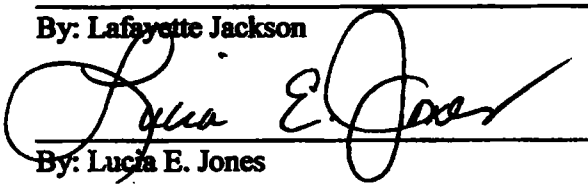
VILLAS AT INTERNATIONAL CLUB OWNERS' ASSOCIATION, INC.



By: Charles P. Ferrera

By: Gerald F. Millett

By: Lafayette Jackson



By: Lucia E. Jones

By: William Berkoben

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.

By: John Bianchi

WITNESS

Dated this _____ day of April 2011.

By: Rose Ann Gillie

By: Robert German

By: William Freiboth

By: Camille Noonan

This Agreement is entered into by the following parties:

VILLAS AT INTERNATIONAL CLUB OWNERS' ASSOCIATION, INC.

WITNESS

By: Charles P. Ferrera

Dated this 7th day of April 2011.

By: Gerald F. Millett

By: Lafayette Jackson

By: Lucia E. Jones

By: William Berkobein

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.

WITNESS

By: John Bianchi

Dated this _____ day of April 2011.

By: Rose Ann Gillie

By: Robert German

By: William Freiboth

By: Camille Noonan

This Agreement is entered into by the following parties:

VILLAS AT INTERNATIONAL CLUB OWNERS' ASSOCIATION, INC.

By: Charles P. Ferrera

By: Gerald F. Millett

By: Lafayette Jackson

By: Lucia E. Jones

By: William Berkoben

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.

By: John Bianchi

By: Rose Ann Gillie

By: Robert German

By: William Freiboth

By: Camille Noonan

WITNESS

Dated this 7 day of April 2011.

WITNESS

Dated this _____ day of April 2011.

This Agreement is entered into by the following parties:

VILLAS AT INTERNATIONAL CLUB OWNERS' ASSOCIATION, INC.

By: Charles P. Ferrera

WITNESS

Dated this _____ day of April 2011.

By: Gerald F. Millett

By: Lafayette Jackson

By: Lucia E. Jones

By: William Berkoben

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.

By: John Bianchi

WITNESS

Dated this _____ day of April 2011.

By: Rose Ann Gillie

By: Robert German

By: William Freiboth

By: Camille Noonan

This Agreement is entered into by the following parties:

VILLAS AT INTERNATIONAL CLUB OWNERS' ASSOCIATION, INC.

By: Charles P. Ferrera

By: Gerald F. Millett

By: Lafayette Jackson

By: Lucia E. Jones

By: William Berkoben

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.

By: John Bianchi

By: Rose Ann Gillie

By: Robert German

By: William Freiboth

By: Camille Noonan

William Freiboth
WITNESS

Dated this 6th day of April 2011.

Joe Bianchi

WITNESS

Dated this _____ day of April 2011.

This Agreement is entered into by the following parties:

VILLAS AT INTERNATIONAL CLUB OWNERS' ASSOCIATION, INC.

_____
By: Charles P. Ferrera

_____
WITNESS

_____
By: Gerald F. Millett

Dated this _____ day of April 2011.

_____
By: Lafayette Jackson

_____
By: Lucia E. Jones

_____
By: William Berkoben

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.

Ruth O'Rabinette German
WITNESS

_____
By: John Bianchi

Dated this 4th day of April 2011.

_____
By: Rose Ann Gillie

Robert German
By: Robert German

_____
By: William Freiboth

_____
By: Camille Noonan

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.)	DEFENDANT THE INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.S' ANSWERS TO PLAINTIFF'S RULE 33 INTERROGATORIES

758

759

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

Myrtle Beach, SC 29577

No written or recorded statements have been taken from this witness.

4. Roseann Gillie
Treasurer, International Club HOA
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.

5. Camille Noonan
Secretary, International Club HOA
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

6. Bob German
Vice-President International Club HOA
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.

7. Denise Ambuhl
Director of Business Services
Horry Telephone Cooperative
Conway, SC 29526

No written or recorded statements have been taken from this witness.

8. Bobby Kyle
Davis Mining & Manufacturing
Colvern, Virginia

No written or recorded statements have been taken from this witness.

9. Andrew C. Thompson, CPA
Myrtle Beach, SC 29577

No written or recorded statements have been taken from this witness.

10. Douglas Brown
D.R. Horton

No written or recorded statements have been taken from this witness.

11. Tracy Wright Fisher
Willcox Buyck & Williams PA
1991 Glenns Bay Road
Surfside Beach, SC 29575

No written or recorded statements have been taken from this witness.

12. Beckie Abel
K.A. Diehl & Associates, Inc.
11740 Hwy. 17 Bypass South
Murrells Inlet, SC 29576

No written or recorded statements have been taken from this witness.

13. Robert E. Barlow
K.A. Diehl & Associates, Inc.
11740 Hwy. 17 Bypass South
Murrells Inlet, SC 29576

No written or recorded statements have been taken from this witness.

14. Representative on behalf of Waste Industries
3010 Highway 378
Conway, SC 29527

No written or recorded statements have been taken from this witness.

15. Janet Carter, Horry County
Conway, SC 29526

No written or recorded statements have been taken from this witness.

16. Bill Fletcher
[redacted]
Murrells Inlet, SC 29576

No written or recorded statements have been taken from this witness.

17. Jane Bowers
[redacted]
Murrells Inlet, SC 29576

No written or recorded statements have been taken from this witness.

18. Harold "Hank" Hodges
[redacted]
Murrells Inlet, SC 29576

No written or recorded statements have been taken from this witness.

19. Peter Warren
[redacted]
Murrells Inlet, SC 29576

No written or recorded statements have been taken from this witness.

20. Charles Roche
[redacted]
Murrells Inlet, SC 29576

No written or recorded statements have been taken from this witness.

21. Robert Pierce
[redacted]
Murrells Inlet, SC 29576

No written or recorded statements have been taken from this witness.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER: **Any and all documentation produced during the course of discovery.**

3. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

ANSWER: **Travelers Insurance Company may provide coverage to a portion of Plaintiff's claims.**

4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

ANSWER: **None known at this time.**

5. For each party known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: **1. William Freiboth. Mr. Freiboth is President of the International Club Homeowners Association and he will testify as to the matters the Plaintiff has raised in his Complaint and all the defenses.**

2. Rosemary Toth. Ms. Toth is the former President of the International Club Homeowners Association and she will testify as to the matters raised by the Plaintiff in his Complaint and the Defendant's defenses.

3. Maureen Sullivan. Ms. Sullivan is a former Member of the Board of Directors of the Defendant and she will testify as to her knowledge of the business activities of the Defendant Association and matters raised by the Plaintiff in his Complaint and the Defendant's Answer.

4. Roseann Gillie. Ms. Gillie is currently an officer of the Defendant Association and she will testify as to her knowledge of the business operations of the Defendant, the matters within her knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

5. Cammile Noonan. Ms. Noonan is currently an officer of the Defendant Association and she will testify as to her knowledge of the business operations of the Defendant, the matters within her knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

6. Bob German. Mr. German is currently an officer of the Defendant Association and he will testify as to his knowledge of the business operations of the Defendant, the matters within his knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

7. Denise Ambuhl. Ms. Ambuhl will testify as to the Agreement with Horry Telephone Cooperate and providing cable television services to single family residences in the International Club Community. She will also testify as to the legality of the arrangement, applicable FCC regulations and legislation, and the services HTC provides to the International Club single family residences.

8. Bobby Kyle. Mr. Kyle is the representative of the owner of the Golf Course and he may testify as to the relationship between the International Club golf course and the Defendant.

9. Andrew C. Thompson. Mr. Thompson is a CPA and the Defendant's accountant. He may testify as to any accounting issues that may be asserted in this action.

10. Douglas Brown. Mr. Brown is a representative of D.R. Horton and he may testify as to his knowledge with respect to the development of the International Club Community or parts thereto, and the construction of any amenities.

11. Tracy Wright Fisher. Ms. Fisher is an attorney who prepared certain Amendments to the Declaration as well as represented D.R. Horton with respect to the development of certain portions of the International Club Community. Ms. Fisher may testify as to issues relating to D.R. Horton's development of its properties in the International Club Community.

12. Beckie Able. Ms. Able is a Property Manager with K.A. Diehl and Associates, Inc. and she may testify as to matters involving the property management of the Defendant Association, as well as matters asserted by the Plaintiff in his complaint.

13. Robert Barlow. Mr. Barlow is a Property Manager with K.A. Diehl and Associates, Inc. and he may testify as to matters involving the property management of the Defendant Association.

14. Waste Industries. A representative of Waste Industries may testify as to the working relationship between its company and the Defendant.

15. Janet Carter. Ms. Carter is an employee with Horry County and she may testify as to the role of Horry County with respect to the roads in the International Club community.

16. Bill Fletcher. Mr. Fletcher is currently a Member of the Architectural Review Board of the Defendant Association and he may testify as to his knowledge of the guidelines for the application and review process presented to the ARB Board of the Defendant, and the matters within his knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

17. Jane Bowers. Ms. Bowers is currently a Member of the Architectural Review Board of the Defendant Association and she may testify as to her knowledge of the application and review process and the guidelines for approval of the application presented to the ARB Board of the Defendant, and the matters within her knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

18. Harold "Hank" Hodges. Mr. Hodges is currently a Member of the Architectural Review Board of the Defendant Association and he may testify as to his

knowledge of the application and review process and the guidelines for approval of the application presented to the ARB Board of the Defendant, and the matters within his knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

19. Peter Warren. Mr. Warren is currently a Member of the Architectural Review Board of the Defendant Association and he may testify as to his knowledge of the application and review process and the guidelines for approval of the application presented to the ARB Board of the Defendant, and the matters within his knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

20. Charles Roche. Mr. Roche is currently a Member of the Architectural Review Board of the Defendant Association and he may testify as to his knowledge of the application and review process and the guidelines for approval of the application presented to the ARB Board of the Defendant, and the matters within his knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

21. Robert Pierce. Mr. Pierce is currently a Member of the Architectural Review Board of the Defendant Association and he may testify as to his knowledge of the application and review process and the guidelines for approval of the application presented to the ARB Board of the Defendant, and the matters within his knowledge as to allegations of the Plaintiff's Complaint and the Defendant's Answer.

6. State who or what entity has possession and control of the assets of the Homeowners Regime in place in 2003 and thereafter until the present.

ANSWER: **Since 2003, the Defendant has imposed assessments, including fines, on International Club property owners and the revenue collected is considered the Defendant's assets. The assets are utilized to fund services provided to the Defendant**

members, maintain the common properties and enforce the Declaration. Therefore the Defendant's assets are utilized on a continuous basis. Upon Plaintiff paying in advance for the costs of reproduction, the Plaintiff will be provided the last three (3) years of the Defendant's general ledgers which will provide information as to Defendant's use of its revenues.

7. Identify the accounts holding the residue of the assessments and fines collected over the years from the owners of Lots in the planned unit development from at least 2003 through the present.

ANSWER: **The Defendant objects to said interrogatory in that said interrogatory is unclear. If the interrogatory refers to checking accounts in which Defendant's funds are maintained, the Defendant maintained its operating account with BB&T prior to January, 2011 and with RBC Bank since January 1, 2011.**

8. Identify the amount of assessments and fines collected by Defendant from 2003 through the present, by year, pertaining to Plaintiff's lot.

ANSWER:

The years 2003 to 2008 – ($840.00 year)	**= $5,040.00**
The year 2009	**= $ 900.00**
The year 2010 ($88.00 month)	**= $1,056.00**
The year 2010 (fines)	**= $ 350.00**
The year 2011 (3 months)	**= $ 264.00**
The year 2011 (fines)	**= $ 200.00**
Total amount including fines	**= $7,810.00**

9. Identify the name used by the incumbent homeowner regime as the title for minutes of the meetings of the board of directors of said regime by year.

ANSWER: **The Defendant objects to said interrogatory in that there is no such entity as incumbent homeowner regime.**

10. Identify the "Payee" name which homeowners were to make assessment or fine checks payable to, by year.

ANSWER: **The payee name is International Club HOA.**

11. Identify the name used by the incumbent homeowners regime on payment coupons for assessment payments, by year.

ANSWER: **The Defendant objects to said interrogatory in that there is no such entity as incumbent homeowner regime.**

12. Identify the name and capacity used by the person signing the cable tv contract on behalf of the incumbent homeowner regime.

ANSWER: **The Defendant objects to said interrogatory in that there is no such entity as incumbent homeowner regime.**

13. Identify the name and capacity used by the person signing the waste management contract on behalf of the incumbent homeowner regime.

ANSWER: **The Defendant objects to said interrogatory in that there is no such entity as incumbent homeowner regime.**

14. Identify the owner of the street known as Pickering Drive in the Pebble Creek portion of the Planned Unit Development.

ANSWER: **If the Planned Unit Development is the International Club sub-division, upon information and belief, Pickering Drive may be owned either by Plantation A.D. LLC or D.R. Horton, but the County of Horry provides repair work.**

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**
2. **Bailey, 51**
3. **Bernstein**
4. **Parr – 23**
5. **Llewellyn**
6. **Vargo – 1**
7. **Vietri – 60**
8. **Jordan – 8**
9. **Anderson**
10. **Boudreau**
11. **Knaffle –**
12. **Sobczyk –**
13. **Mahnke –**
14. **Magnetico**
15. **O'Harra –**
16. **Mitchell –**
17. **Mullins –**

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:**

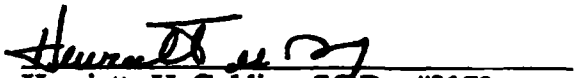
1. **February 4, 2004 - Diskin**
2. **September 1, 2004 - Bern**
3. **September 22, 2004 - Cip**
4. **September 28, 2004 - Ter**
5. **October 15, 2004 - Buller**
6. **February 2, 2005 - Lattig**
7. **March 8, 2005 - Small - 1**
8. **June 13, 2005 - Wronka -**
9. **August 5, 2005 - Anthony**
10. **August 16, 2005 - Bergma**
11. **September 8, 2005 - Swee**
12. **January 17, 2006 - Sciarr**

13. March 3, 2006 - Dougher
14. March 6, 2006 - McCray
15. March 6, 2006 - Sconyers
16. March 13, 2006 - Hamde
17. May 3, 2006 - Walker - 8
18. May 3, 2006- Zielenski - 1
19. July 11, 2006 - Boudreau
20. October 13, 2006 - Russel
21. October 13, 2007 - Weibe
22. April 9, 2007 - Proctor - 1
23. June 27, 2007 - Pappas - 5
24. July 3, 2007 - Benjamin -
25. August 28, 2007 – Antioh
26. December 21, 2007 - Rear
27. January 18, 2008 - Crawf
28. September 22, 2010 - Kin

17. Identify the franchise or permit which permits Defendant to resell cable tv services to homeowners (which it purchases from Horry Telephone Cooperative).

ANSWER: **Cable television service to single family residences is provided by Horry Telephone Cooperative and the Defendant contracted with Horry Telephone Cooperative for such services.**

McNair Law Firm, P.A.



Henrietta U. Golding, SC Bar #2173
Post Office Box 336
Myrtle Beach, SC 29578-0336
Ph: (843) 444-1107
Fax: (843) 443-4137
Email: hgolding@mcnair.net
Attorneys for the Defendant

Myrtle Beach, South Carolina
March 18, 2011

CERTIFICATE OF SERVICE

I, Carole Koerner, 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 18th day of March, 2011, as follows:

Addressee(s):

00017977
RECORDED 12/30/1998 09:49A
Bk:935 Pg:52 Pages:61
Fee:67.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds
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STATE OF SOUTH CAROLINA)
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COUNTIES OF HORRY AND)
GEORGETOWN)

DECLARATION OF SPECIAL COVENANTS FOR THE HIGHWAY 17 CONNECTOR ROAD MAINTENANCE DISTRICT ASSOCIATION, INC.

THIS DECLARATION OF SPECIAL COVENANTS FOR THE HIGHWAY 17 ROAD MAINTENANCE DISTRICT ASSOCIATION, INC. (this "Declaration"), is made to be effective as of the 29 day of December, 1998, by Canal Land Limited Partnership, a South Carolina limited partnership, Kaminski, LLC, a South Carolina limited liability company, Ponderosa, Inc., a South Carolina corporation, and Citibank, N.A., as Trustee for Milliken Foundation (Canal Land Limited Partnership, Kaminski LLC, Ponderosa, Inc. and Citibank, N.A, as Trustee for Milliken Foundation are hereinafter referred to collectively as "Kaminski"), Kaminski 17 Limited Partnership, a South Carolina limited partnership ("Kaminski 17"), Shore Road Partners, a South Carolina general partnership ("Shore Road"), Suntech AD, LLC, a South Carolina limited liability company ("Suntech"), and Plantation AD, LLC, a South Carolina limited liability company ("Plantation") (Kaminski, Kaminski 17, Shore Road, Sun Tech and Plantation collectively referred to as the "Declarants").

WITNESSETH:

WHEREAS, the Declarants are developers and/or owners of land which fronts or will be served by a road connecting South Carolina Highway 707 to U.S. Highway 17 Bypass (the "Connector"); and

WHEREAS, the Declarants have by separate agreement provided the land for the road and Kaminski has agreed to construct the Connector; and

WHEREAS, the Declarants desire to provide for the maintenance of the road should the road not be accepted by a governmental agency as a dedicated road; and regardless of any dedication, Declarants desire to provide for the landscaping of adjoining shoulders of the Connector; to maintain drainage areas and common signage; and to pick up debris along the edge of the Connector; and

WHEREAS, the Declarants have caused to be incorporated under the laws of the State of South Carolina a non-profit corporation, the Highway 17 Connector Road Maintenance District Association, Inc. (the "Association") for the purpose of exercising the functions aforesaid, which functions are hereinafter more fully set forth.

KNOW ALL MEN BY THESE PRESENTS that the Declarants hereby declare that the property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the following covenants and restrictions which shall run with the land and be binding upon all persons or entities having any right, title or interest in all or any part of the property, their heirs, successors and assigns, and shall inure to the benefit

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of any one or anything who shall/which purchases or takes any interest in any real property within the land subject to this Declaration.

ARTICLE I
DEFINITIONS

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular or plural forms of any such term(s):

"**Assessment**" means the Annual Assessment and Special Assessment levied pursuant to Article V.

"**Association**" shall mean and refer to the Highway 17 Connector Road Maintenance District Association, Inc., its successors and assigns.

"**Board of Directors**" shall mean and refer to the Board of Directors of the Association which is the governing body of the Association.

"**Bylaws**" shall mean and refer to the Bylaws of the Association which govern the administration and operation of the Association attached hereto as Exhibit B and made a part hereof by reference, as may be amended from time to time.

"**Common Property**" shall mean the real property described on Exhibit C hereto and any other property conveyed, granted or leased to the Association and designated in such deed or lease as "Common Property". The term "Common Property" shall also include any personal property acquired by the Association if said property is designated a "Common Property". All Common Property is to be devoted to and intended for the common use of and enjoyment of the Owners, and all guests, invitees or licensees of Owners of the Association or the Declarants subject to the operating rules adopted by the Association.

"**Connector**" shall mean and refer to the road adjoining shoulders and drainage areas referred to in the first WHEREAS clause above and located on the real property more particularly described on Exhibit C hereto.

"**Curb Cuts**" means point of vehicular ingress and egress connecting the Connector to any portion of the property for the purpose of vehicular ingress and egress.

"**Declarants**" shall mean and refer to the parties referred to in the first paragraph of this Declaration.

"**Dwelling Unit**" shall mean and refer to that portion of any improved property intended for use or being used as a single family dwelling, including without limitation, any single

detached dwelling unit or attached dwelling unit such as a condominium unit, townhouse unit, cooperative apartment or apartment unit.

"**Improvement**" means all grass, curb, gutter, drainage, paving, landscaping, signs, lighting and any other improvements that may be located within the right-of-way of the Connector or adjacent thereto.

"**Kaminski Tract**" shall mean and refer to the property containing approximately _____ acres more particularly described on Exhibit D hereto.

"**Kaminski 17 Tract**" shall mean and refer to the property containing approximately ____ acres more particularly described on Exhibit E hereto.

"**Lot**" shall mean and refer to any part of land denoted, delineated and identified by number and shown upon the recorded final subdivision map of the property described in Article II, Section 1 hereof, together with any improvements thereon.

"**Manager**" means such person or entity retained by the Board of Directors to perform certain functions of the Board of Directors pursuant to this Declaration or the Bylaws.

"**Member**" means any person or member holding a membership in the Association.

"**Mortgage**" means any mortgage, deed of trust or other document that is recorded in the Register of Deeds Office for Horry County, South Carolina or Georgetown County, South Carolina and which encumbers any portion of the property or interest therein as security for payment of a debt or obligation.

"**Multi-Family Unit**" means a multi-family residential unit such as an apartment, condominium, townhouse, or cluster house located on any portion of the Property, or other multi-family residential unit located on any portion of the Property.

"**Non-residential Unit**" means a lot, condominium or other type of property located on any portion of the Property intended to accommodate business or commercial enterprises.

"**Of Record**" shall mean recorded in the Office of the Register of Deeds for Horry County, South Carolina, or Georgetown County, South Carolina.

"**Owner**" shall mean and refer to the record owner (including the Declarants) as shown by the real estate records, whether it be one or more persons, firms, associations, or other legal entities holding the fee simple title to any Tract, Lot, Multi-Family Unit, Non-residential Unit situated within the Property but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a

proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

"Plantation Tract" shall mean and refer to the property containing approximately ____ acres more particularly described on Exhibit F hereto.

"Property" shall mean and refer to all the Property which is subject to this Declaration more particularly described on the Exhibits hereto.

"Shore Road Tract" shall mean and refer to the property containing approximately ____ acres more particularly described on Exhibit G hereto.

"Special Assessment" means an assessment levied pursuant to Section 4 of Article V.

"Suntech Tract" shall mean and refer to the property containing approximately ____ acres more particularly described on Exhibit H hereto.

"Tract" shall mean and refer to the Kaminski Tract, the Kaminski 17 Tract, the Plantation Tract, the Shore Road Tract or the Suntech Tract.

ARTICLE II
PROPERTY

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to these Covenants is located within Horry County and Georgetown County, South Carolina and is more particularly described on Exhibit A attached hereto and by reference incorporated herein (except those portions of the Suntech Property which have been previously conveyed).

Any and all documents utilized in connection with the sale, conveyance, transfer, mortgaging, hypothecation or otherwise affecting all or any portion of the Property shall reflect the existence of this Declaration in such documentation.

ARTICLE III
THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner by virtue of being an Owner; and for so long as he/she or it is an Owner, will be a member of the Association. Membership will be appurtenant to and may not be separated from ownership of any portion of the Property.

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

Class A: A Class A Member shall be the owner of the Kaminski Tract or after its subdivision, the owner of any unsubdivided portion of the Kaminski Tract and all of the Owners of Lots, Non-residential Lots and Multi-family Units within the Kaminski Tract. The Class A Member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class A Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Class B: A Class B Member shall be the owner of Kaminski 17 Tract or after its subdivision, the Owner of any unsubdivided portion of Kaminski 17 Tract and all of the owners of lots, non-residential lots and multi-family units within Kaminski 17 Tract. The Class B member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class B Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Class C: A Class C Member shall be the owner of the Plantation Tract or after its subdivision, the owner of any unsubdivided portion of the Plantation Tract and all of the Owners of Lots, Non-residential Lots and Multi-family Units within the Plantation Tract. The Class C member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class C Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Class D: A Class D Member shall be the owner of the Shore Road Tract or after its subdivision, the owner of any unsubdivided portion of the Shore Road Tract and all of the Owners of Lots, Non-residential Lots and Multi-family Units within the Shore Road Tract. The Class D member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class D Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Class E: A Class E Member shall be the Owner of the Suntech Tract or after its subdivision, the owner of any unsubdivided portion of the Suntech Tract and all of the Owners of Lots, Non-residential Lots and Multi-family Units within the Suntech Tract. The Class E member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class E Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Each Member shall be entitled to vote at any meeting of Members or on any matter requiring a vote of Members, occurring subsequent to the date upon which the Member became an Owner (provided, however, that the Member is not delinquent in the payment of assessments), and each Member shall be entitled to the number of votes as calculated above as if each Member had been a Member for a full year and paid the Annual Assessment for the year in which the vote takes place.

When any property entitling the owner thereof to membership in the Association is owned of Record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one person or entity shall be designated the voting Member to bind all the others. Written evidence of such designation in a form satisfactory to the Board of Directors of the Association shall be delivered to the Board of Directors prior to the exercise of a vote by joint owners.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of not less than three Members. Until January 1, 2025 ("Developer Control Period"), the Board of Directors shall consist of two Members appointed by Kaminski and one Member appointed by Kaminski 17, Shore Road, Plantation and Suntech.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Members Easements of Enjoyment in Common Property. Subject to the provisions of this Declaration, the rules and regulations of the Association and any fees or charges established by the Association, every Member and every guest and lessee of such Member shall have an easement of enjoyment in and to the Common Property and such easements shall be appurtenant to and shall pass with the title of every Tract, Lot, Multi-family Unit and Non-Residential Unit. Employees and guests of the Declarants shall have access to and enjoyment of the Common Property subject to rules and regulations established by the Board of Directors.

Section 2. Title to Common Property. The Declarants covenant for themselves, their successors and assigns, that at their sole election they shall convey by limited warranty deed to the Association at no cost to the Association, the Common Property, including but not limited to the Connector, drainage facilities servicing the Connector and other Common Property, subject to all restrictions and limitations of record and all reservations and limitations set forth in such deed of conveyance and subject to the right of the Declarants to add Common Property to the Association or to subtract Common Property from the Association in their sole discretion at any time prior to conveyance to the Association. It is intended that the Declarants shall evidence their election to convey any designated property by the recording of an instrument describing the property to be conveyed. After the functional completion of such designated property, the Association shall immediately become responsible for all maintenance, operation and such additional construction (but not original construction) of improvements as may be authorized by the Board of Directors subject to this Declaration. It is intended that such conveyances will be made within two years after the improvements are functionally complete. Notwithstanding the aforesaid, Kaminski reserves the right and is obligated to make its best efforts to dedicate and convey the Connector to either Horry County or The South Carolina Department of Transportation ("SCDOT").

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

(a) The right of the Declarants and the Association, to dedicate, transfer or convey all or any part of the Common Property with or without consideration to any successor Association (including but not limited to the Connector) to any governmental body, district, agency or authority or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Property by the Owners;

(b) The right of the Declarants and the Association to grant, reserve and accept easements and rights-of-way through, under, over and across the Common Property subject to permitting, for the installation, maintenance and inspection of lines and appurtenances or public or private water, sewer, drainage, electric, fuel, oil and other utilities and services and the right of the Declarants to grant and reserve easements and rights-of-way through, over and upon and across the Common Property and Connector and for the operation and maintenance of the Common Property and Connector. The rights reserved hereunder shall include the right of Declarants and the Association to clear brush, landscaping and similar improvements for such installation and maintenance of utilities so long as any disturbed area is returned (as is practicable) to its undisturbed state.

(c) The right of the Association to adopt and publish rules and regulations governing the use of Common Property and the conduct of Members, their lessees or guests, and to establish penalties for the infraction of such rules and regulations.

(d) Provided, however, that such rules and regulations shall not limit the use or access to the Common Property by Declarants, their successors or assigns.

ARTICLE V
COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations for Assessments. Each Owner of any Tract, Lot, Multi-family Unit or Non-residential Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) Annual Assessments or charges; and (2) Special Assessments or charges for the purposes set forth in this Article, both such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and cost of collection therefor as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter

provided, shall also be the personal obligation of the person or entity which was the owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Tract, Lot, Multi-family Unit or Non-residential Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The Declarants hereunder shall not be obligated to pay any assessments set forth in this Declaration, rather the obligation as to the Property shall commence upon the sale, conveyance or other transfer of any Tract, Lot, Multi-family Unit, or Non-residential Unit from any Declarant to subsequent purchasers or owners.

In the event any sub-association is formed which affects all or any portion of the Property, such sub-association shall have the obligation to collect any assessment hereunder. Provided, however, that Declarants, in such event, may elect to provide a discount of such assessment to the sub-association to offset the costs of collections thereof.

Section 2. Purpose of Assessment. The Annual Assessment levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Property and the Connector and to provide services which the Association is required or authorized to provide. In carrying out these duties, the Association shall make payment of taxes and insurance thereon, make improvements on Common Property and to the Connector, pay the cost of labor, equipment, materials, management, supervision, accounting, attorney's fees, maintain offices and equipment, repay any loans made to the Association, and take such other action as is necessary to carry out its required or authorized functions. Notwithstanding the aforesaid, the Annual Assessment shall not be used for the initial construction of the Connector.

Section 3. Basis of Annual Assessments. Until the completion of the Connector, the Annual Assessment shall not commence to accrue. From and after the completion of the Connector, the amount of such Annual Assessment shall be fixed by a vote of a majority of the Board of Directors, taking into account current Maintenance Costs and future needs of the Association. "Maintenance Costs" shall include and shall mean all operating costs of the Association, maintenance costs of the Common Property and the Connector, payment of insurance premiums for the Common Property, payment of any property taxes on the Common Property and all other ordinary and necessary expenses to maintain the Common Property and authorize services.

Section 4. Basis of Calculation of Assessments. The allocation of an Assessment shall be determined by multiplying the total amount of the Assessment by a fraction, the numerator of which is the total acreage in a Tract and the denominator of which is the total acreage of the Property. The amount of acreage in each of the Tracts is set forth on Exhibit H hereto and incorporated herein. This apportionment shall determine the amount of each Assessment payable by owners of property within the Kaminski Tract, the Kaminski 17 Tract, the Plantation Tract, the Shore Road Tract or the Suntech Tract, respectively. As each Tract is subdivided, said

Tract's obligation to pay its proportionate share of Assessments shall be divided among the Lots, Multi-family Units and Non-residential Units on a proportionate basis also based on acreage.

Example: Assume that the Kaminski 17 Tract contains 200 acres, which represents ten percent (10%) of the acreage comprising the Property. If the Association's total Assessment for a fiscal year is $50,000, the portion of the Assessment allocated to the Kaminski 17 Tract would be $5,000. If Kaminski 17 develops 100 acres into Lots, Multi-family Units or Non-residential Units, one-half of the Assessment obligation of $5,000, or $2,500, would be allocated to the Lots, Multi-family Units and Non-residential Units. If the 100 acres contained 500 Lots, Multi-family Units or Non-residential Units, the Assessment obligation for each of the Lots, Multi-family Units or Non-residential Units would be $50.00.

NOTE: The Assessment calculations shown provide a mathematical example only. They are not intended to be estimates of the amount of the Assessment which may be applicable from time to time or the number or types of properties which Kaminski 17 might develop.

Section 5. Increases to Annual Assessments. After completion of the Connector, the Owners of the property will begin paying Annual Assessments based on the Maintenance Costs for the Connector up to a total annual amount of $90,000.00 per year. Should the Maintenance Cost for the Connector exceed $90,000.00 per year, the Board of Directors shall not be allowed to increase the Annual Assessment more than ten percent (10%) per year without the approval in writing of a three-fourths majority of all the then-current owners of the Property. Provided, however, in the event the Board of Directors does not increase the Annual Assessment or levies an Annual Assessment of less than the ten percent (10%) annual cap, the Board of Directors shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserve portion of the authorized or unexercised increased amount. By way of illustration only, if the Board of Directors was authorized to increase the Annual Assessment by ten percent (10%) in years 2000 and 2001 but chose not to impose such increases, it could increase the Annual Assessment in 2002 by the amount applicable for 2002 plus up to twenty percent (20%).

Section 6. Special Assessments for Capital Improvements and Emergencies. In addition to the Annual Assessments authorized by above, the Association may levy in any assessment year, Special Assessment(s) applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Property or the Connector; for additions to the Common Property; to provide for the necessary facilities and equipment to perform services authorized herein; and for the purpose of defraying, in whole or in part, the cost of any emergency repairs, restorations, maintenance or improvements made necessary by emergencies. The amount of such Special Assessment(s) shall be fixed by a vote of a majority of the Board of Directors and shall not exceed the amount of the Annual Assessment without the vote of a

majority of the Members. Special Assessments shall be paid on the same basis as Annual Assessments.

Section 7. Reserve Funds. The Association may establish reserve funds from its Annual Assessments to be held in reserve in an interest-bearing account or investments as a reserve for (a) major rehabilitation or major repairs; (b) for emergency and other repairs as a result of storm, fire, natural disaster or other casualty loss; (c) reoccurring periodic maintenance; (d) initial cost of any new service to be performed by the Association.

Section 8. Date of Commencement of Annual Assessments; Due Dates. Annual Assessments provided for herein shall commence on the date (which shall be the first day in a month) fixed by the Board of Directors of the Association to be the date of commencement. The first Annual Assessment shall be adjusted according to the number of months remaining the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Tract, Lot, Multi-family Unit or Non-residential 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. All assessment bills shall be due and payable thirty (30) days from the date of mailing the same unless otherwise established by the Board of Directors. The Association shall, upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Tract, Lot, Multi-family Unit or Non-residential Unit have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments. If the assessment is not paid on or before the due date specified in Section 8 hereof, then such assessment shall become delinquent and shall (together with interest thereon at the rate of one and one-half (1½%) percent per month from the due date and all costs of collection thereof including a reasonable attorney's fee) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, at the hands of the then Owner, his heirs, devisees, personal representatives, tenants and assigns.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage of real property or both. Upon the exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the Annual Assessment due and payable and collect the same through foreclosure. In either event all costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. In the event a judgment is obtained such judgment shall include interest on the assessment at the rate of eighteen (18%) percent per annum or the maximum lawful rate on such judgments.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure, and provided, further, that any delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Members as an expense of the Association. Such sale or transfer shall not relieve such property from liability for assessment accruing after conveyance by the creditor to a subsequent Owner.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from assessments created herein:

(a) Any portion of the Property dedicated to and accepted by a local public authority unless operated as or leased by said public authority to a third party as a site to accommodate commercial or business enterprises;

(b) The Common Property;

(c) Any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina, unless operated as or leased by said charitable or non-profit organization to a third party as a site to accommodate commercial or business enterprises.

(d) Tidal wetlands located within the Property.

(e) Any portion of any property within the Kaminski Tract which is currently owned by or may hereafter be acquired by TPC of Myrtle Beach, LLC.

Section 12. Annual Budget. The Board of Directors shall cause to be prepared and make available at the office of the Association to all Members at least thirty (30) days prior to the completion of the Connector and thereafter, thirty (30) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. Financial books of the Association shall be available for inspection at the offices of the Association at all reasonable times.

Section 13. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Tract, Lot, Multi-family Unit or Non-residential Unit and shall at the time direct the preparation of an index of the Property and assessments applicable thereto which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

FUNCTIONS OF ASSOCIATION

Section 1. Association's Responsibility for Common Property. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, will be responsible for the maintenance and control of the Common Property and all improvements on the Common Property and will keep the Common Property in good, clean, and attractive condition and repair.

Section 2. Delegation by Association. The Association may employ or contract for the services of a Manager to act for the Association and the Board of Directors and officers according to the powers and duties delegated to the Manager pursuant to the Bylaws or resolution of the Board of Directors.

Section 3. Road Maintenance. It is the intention of Kaminski to construct the Connector and then to dedicate and convey the Connector to Horry County pursuant to that certain Road Maintenance and Conveyance Agreement. In the event that Horry County elects not to accept the Connector as a publicly dedicated street or the acceptance of the Connector is delayed due to reasons beyond the control of Kaminski, the responsibility for road maintenance will be borne by the Association pursuant to the assessment provisions set forth in Article V. Notwithstanding any acceptance or non-acceptance of the Connector by any public entity, this Declaration shall remain in effect for the term hereof and shall operate in addition to any responsibilities undertaken by the public entity.

Section 4. Landscaping, Lighting, etc.. The Association will be responsible for maintaining any landscaping, lighting, sidewalks, or other Improvements the Association may elect to place anywhere in the right-of-way of the Connector.

Section 5. Signage. The Association may be generally responsible for maintaining the signage on the Common Property, except for signage erected by a third party subject to an easement or license to do so. The Association may maintain any and all structural and aesthetic elements of the signs, pay for lighting the signs, maintain any and all areas of the signs, and maintain the landscaping around the signs.

Section 6. Approval of Fences, Signage and Curb Cuts. The Association shall have the power and authority to approve, control, and enforce the location and appearance of all fences and signage on the Common Property pursuant to Sections 3 and 4 of Article VII of this Declaration and to approve and control Curb Cuts pursuant to Section 2 of Article VII of this Declaration.

Section 7. Maintenance of the Improvements. The Association shall have the power, but not the obligation, to install, maintain, and replace the Improvements. Since the Improvements will be a part of the Connector, it is acknowledged that any Improvements must be approved by the appropriate state and/or local transportation authorities. The Association

shall be under no obligation to install Improvements or to maintain the same once installed; but, it is the purpose of this Declaration to give the Association the authority and power to do so in its sole discretion, without the consent or approval of the Members, so long as such Improvements are approved by any state and/or local transportation officials having the duty to do so. As used herein, maintenance of the Improvements includes periodic picking up of debris along the road and periodic mowing of grass along the road. Under no circumstance will maintenance of the asphalt roadway constituting the paved portion of the Connector be considered an obligation of the Association unless the designated governmental agency refuses to accept a grant and dedication of the said Connector.

ARTICLE VII
PROPERTY USE RESTRICTIONS

Section 1. General Restriction. The Common Property will only be used for the purposes set forth in these Covenants, as permitted by applicable ordinances of the County of Horry, and the laws of the State of South Carolina and the United States.

Section 2. Curb Cuts. The Common Property shall not be used for Curb Cuts except in those places that are approved in writing of record by Declarants in connection with the conveyance of a portion of the Property or except as may otherwise be approved in writing of record by the Association. Curb Cuts are expressly prohibited except in such approved locations. Declarants and/or the Association shall be entitled to enforce this Section by specific performance. Approval of a Curb Cut by the Declaration or the Association shall not be deemed to be a public dedication of the Property involved. In addition to compliance with this Section of the Declaration, Curb Cuts may also be subject to the approval of state or local transportation or planning authorities. Notwithstanding the foregoing, any and all curb cuts which currently exist or which have been approved by Horry County or the Department of Transportation shall not be subject to Declarant's approval. Also, any curb cut approved by Horry County or the Department of Transportation shall be deemed approved by Declarants. Should any Curb Cuts installed hereunder damage the Connector or any of the medians, signage or landscaping, the party causing such damage shall promptly repair it to its prior condition at its sole expense. All improvements will be made to Department of Transportation standards.

Section 3. Signs. No signs of any kind will be displayed to public view from the Connector except: (1) the common signs more fully described in Section 5 of Article VI; (2) signs affixed to any commercial buildings, provided such signs are more than fifty feet (50') from the edge of the right-of-way of the Connector or, if placed within fifty feet (50') of the Connector, commercial signs must be approved in size, appearance, and location by the Association; (3) small "For Rent" or "For Sale" signs placed on any particular Lot or Multi-family Unit Tract by an owner offering a Dwelling Unit "For Sale" or "For Rent"; or (4) residential neighborhood signs identifying residential or multi-family developments, provided such signs are approved by the Association. Such approval shall not be unreasonably withheld. Signs used to initially market individual residential neighborhoods shall be reasonable in size and

character and must be approved in size and location by the Association which approval may not be unreasonably withheld.

Section 4. Fences. Prior to installation, all fences fronting on the Connector shall be approved as to design, location, and appearance by the Board of Directors.

Section 5. Nuisance. No obnoxious or offensive activity will be carried on within the Property nor will anything be done or permitted that will constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Property as to be detrimental or offensive to any part of the Property or its occupants.

ARTICLE VIII
INSURANCE AND FIDELITY BONDS

Section 1. Authority to Purchase. All insurance policies relating to the Common Property may be purchased by the Board of Directors or its duly authorized agent. The Board of Directors, the Managers, and the Declarants are not required to obtain any insurance coverage, except for general liability coverage, but may do so if it deems coverage appropriate, including casualty coverage for signage, lighting, and landscaping, and directors and officers coverage. Notwithstanding the foregoing, it is not anticipated that the Association will purchase any insurance except general liability insurance given the limited value of the Common Property at the time this Declaration is made.

ARTICLE IX
DAMAGE OR DESTRUCTION

Section 1. Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any part of the Common Property, unless such damage or destruction is minor, the Association will cause an estimate or estimates to be made of the cost of completing, repairing, or reconstructing that part of the Common Property so damaged or destroyed.

Section 2. Repair and Reconstruction. As soon as practical after obtaining estimates, the Association will diligently pursue the completion, the repair, or reconstruction of the damaged and destroyed improvements.

Section 3. Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance will be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may levy, assess, and collect, in advance from all Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected are insufficient to complete the repair and reconstruction.

ARTICLE X
ENFORCEMENT OF COVENANTS

Section 1. Who May Enforce. Any action to enforce this Declaration may be brought by any Declarants, the Board of Directors, or the Manager in the name of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce this Declaration, then the aggrieved Owner may bring such an action.

Section 2. Non-exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 3. No Waiver. The failure of the Board of Directors, the Declarants, the Manager, or any aggrieved Owner to enforce these covenants will not be deemed a waiver of the right to do so for any subsequent violations or the right to enforce any other part of the covenants at any future time.

Section 4. No Liability. No member of the Board of Directors, the Declarants, the Manager or the Owner will be liable to any other Owner for failure to enforce any of the provisions of these covenants at any time.

ARTICLE XI
DURATION OF THESE COVENANTS AND AMENDMENT

Section 1. Term. This Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 30th anniversary date of this Declaration. Thereafter, these Covenants will automatically extend for five (5) successive period of ten (10) years each unless otherwise terminated or modified as provided below.

Section 2. Amendment and Termination. These Covenants, or any provision of it, may be terminated, extended, modified, amended, or revoked as to the whole or any portion of the Property upon the written consent of the Owners holding seventy-five percent (75%) or more of the votes in the Association. Amendments made pursuant to this Section will inure to the benefit of, and be binding upon, all Owners, their families, tenants, guests, invitees, and employees and their respective heirs, successors, and assigns. A certificate of a licensed abstract or title company or homeowner's association showing record ownership of the Property and a certificate of the Secretary of the Association documenting votes held and voting rights exercised on the basis of such ownership records will be evidence of such ownership and voting representation for the purpose of any such amendment. Notwithstanding the aforesaid, this Declaration is not intended to encumber any property within the Kaminski Tract owned or to be acquired by Tournament Players Club of Myrtle Beach, LLC (the "TPC Property"). In the event that this Declarant inadvertently encumbers the TPC Property, Kaminski shall have the

right to unilaterally amend this Declaration without the consent of any of the other Declarants or Owners for the sold purpose of deleting the TPC Property from the terms of this Declaration.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 1. Severability. This Declaration, to the extent possible, will be construed or performed so as to give validity to all of its provisions. Any provisions of these Covenants found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 2. Construction. In interpreting words in this Declaration, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders.

Section 3. Headings. The headings are included only for the purpose of convenient reference and will not affect the meaning or interpretation of this Declaration.

Section 4. Waiver. Failure on the part of the Association or the Board of Directors to give notice of default or to exercise or to delay in exercising any right or remedy will operate as a waiver, except as specifically provided above in the event the Board of Directors fails to respond to certain requests. No waiver will be effective unless in writing and signed by the President or Vice President of the Board of Directors on behalf of the Association.

Section 5. Limitation of Liability. Neither the Association nor any officer or member of the Board of Directors will be liable to any party for any action or for any failure to act with respect to any matter arising by, through, or under this Declaration, the Articles, or the Bylaws if such action or failure was made in good faith. The Association will indemnify all of the officers and board members with respect to any action taken in their official capacity to the extent provided in this Declaration and by law in the Articles of Incorporation and Bylaws.

Section 6. Conflicts Between Documents. In case of conflict between this Declaration and the articles of incorporation of the Association or Bylaws, these Covenants will control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

Section 7. Conflicts Between Association and Public Entity. In case of any conflict between this Declaration and any public entity regarding the Connector, after dedication of the Connector to such public entity, this Declaration may be terminated by Declarants pursuant to the terms hereof.

Section 8. Multiple Counterparts. This document may be executed in multiple counterparts, the signature pages of which may be compiled to constitute and original document.

[SIGNATURE PAGE ATTACHED]

IN WITNESS WHEREOF this Declaration has been executed as of the date first written above.

Signed, Sealed and Delivered
in the Presence of:

Canal Land Limited Partnership

By: Canal Land Fund, Inc.
Its: General Partner
By: Sidney Zintel
Its: President

Kaminski, L.L.C.

By: Roger McClure
Its: Member

Ponderosa, Inc.

By: Julian B. Lyons
Its: President

Citibank, N.A., as Trustee for
Milliken Foundation

By: Scott Heller
Its: Vice President

KAMINSKI 17 PARTNERSHIP

By: _____
Its: _____

IN WITNESS WHEREOF this Declaration has been executed as of the date first written above.

Signed, Sealed and Delivered
in the Presence of:

_____

_____

Canal Land Limited Partnership

By: Canal Land Fund, Inc.
Its: General Partner

By:_____
Its:_____

_____

_____

Kaminski, L.L.C.

By:_____
Its: Member

_____

_____

Ponderosa, Inc.

By:_____
Its: President

_____

_____

Citibank, N.A., as Trustee for
Milliken Foundation

By:_____
Its: _____

_____

_____

KAMINSKI 17 PARTNERSHIP

By:_____
Its: Gen. Partner

SHORE ROAD PARTNERS

By: _____
Its: General Partner

By: _____
Its: General Partner

By: _____
Its: General Partner

By: _____
Its: General Partner

SUNTECH AD, LLC

By: _____
Its: Manager

PLANTATION AD, LLC

By: Suntech Management, Inc. Its: Manager
By: _____
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT
(As to Canal Land)

The foregoing instrument was acknowledged before me this 16th day of December, 1998 by Canal Land Fund, Inc., its General Partner of Canal Land Limited Partnership by SIDNEY FUTCH, its PRESIDENT.

(L.S.)
Notary Public for SC
My Commission Expires: 8/14/2006

STATE OF SOUTH CAROLINA)
South Carolina)
COUNTY OF ~~HORRY~~)

ACKNOWLEDGMENT
(As to Kaminski, LLC)

The foregoing instrument was acknowledged before me this 21st day of December, 1998 by Roger Millikan, Member of Kaminski, LLC.

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

My Commission Expires November 20, 1999

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT
(As to Ponderosa)

The foregoing instrument was acknowledged before me this 16th day of December, 1998 by WILSON B. SPIVEY, President of Ponderosa, Inc.

(L.S.)
Notary Public for SC
My Commission Expires: 8/14/2006

STATE OF ~~SOUTH CAROLINA~~ New York)
)
COUNTY OF New York) ACKNOWLEDGMENT
(As to Citibank)

The foregoing instrument was acknowledged before me this 23 day of December, 1998 by Scott Heller, its Vice President of Citibank, N.A., as Trustee for Milliken Foundation.

_____(L.S.)
Notary Public for ____
My Commission Expires:

DAVID P. MARDO
Notary Public, State of New York
No. 01MA5064945
Qualified in New York County
Commission Expires Aug. 26, 2000

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) ACKNOWLEDGMENT
(As to Kaminski 17 Partnership)

The foregoing instrument was acknowledged before me this ____ day of December, 1998 by _____, its _____ of Kaminski 17 Partnership.

_____(L.S.)
Notary Public for SC
My Commission Expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) ACKNOWLEDGMENT
(As to Shore Road)

The foregoing instrument was acknowledged before me this ____ day of December, 1998 by _____, _____, _____ and _____, its _____ of Shore Road Partners.

_____(L.S.)
Notary Public for SC
My Commission Expires:

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF _____) (As to Citibank)

The foregoing instrument was acknowledged before me this ____ day of December, 1998 by _____, its _____ of Citibank, N.A., as Trustee for Milliken Foundation.

_____(L.S.)
Notary Public for ____
My Commission Expires:

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF HORRY) (As to Kaminski 17 Partnership)

The foregoing instrument was acknowledged before me this 10th day of December, 1998 by Keith C Hinson, its General Partner of Kaminski 17 Partnership.

Notary Public for SC (L.S.)
My Commission Expires: 10/3/04

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF HORRY) (As to Shore Road)

The foregoing instrument was acknowledged before me this 11th day of December, 1998 by Lacy K Hucks, Don Stanley, Charles A. Hinson and Rupert Stalvey, its General Partners of Shore Road Partners.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT
(As to Suntech)

The foregoing instrument was acknowledged before me this 23rd day of December, 1998 by R. SCOTT PYLE, its MANAGER of Suntech AD, LLC.

_____ (L.S.)
Notary Public for SC
My Commission Expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT
(As to Plantation)

The foregoing instrument was acknowledged before me this 23rd day of December, 1998 by R. SCOTT PYLE MANAGER, its MANAGER of Plantation AD, LLC.
OF SUNTECH MANAGEMENT INC.

_____ (L.S.)
Notary Public for SC
My Commission Expires:

EXHIBIT A

(Legal Description of Kaminski Tract [less TPC Property], Kaminski 17 Tract, Plantation Tract, Suntech Tract and Shore Road Tract)

EXHIBIT "

PARCEL 1

All that certain piece, parcel or tract of land situate, lying and being partly in the County of Georgetown and partly in the County of Horry in the State of South Carolina, composed of several smaller tracts hereinafter mentioned, but represented and delineated as a whole upon a consolidated plat therefor made by Beaty & Siau, Surveyors, dated August 1913, recorded in the office of the Clerk of Court for Georgetown County in Plat Book "c", page 51, and hereby declared to be a part and parcel of these Presents, according to which said plat the said premises hereby conveyed, or intended so to be, as a whole, measure and contain Two Thousand, Seven Hundred Thirty-one and five tenths (2,731.5) acres and One Hundred Fifty (150) acres added thereto to survey made by E.H. Beaty in December, 1922, delineated on said plat in red ink and marked "Van Turberville 150 Ac. - thus measuring and containing in the total, according to said plat, Two Thousand, Eight Hundred Eighty-one and five tenths, (2,881.5) acres, and butting and bounding, according to said plat, as follows: to the north on Prince's Creek, "Longwood" Plantation, on lands of John Marlow, Mrs. F.R. Vereen, on lands of C.C. Marlow, to the east on lands of J.J. Vereen, on lands of John Marlow, on lands of Mrs. C.C. Marlow, on lands of C. Oliver, lands of C. Sellers and on lands of N. Clements to the south on lands of Burroughs and Collins, being a portion of "Woodstock" Plantation, on lands of G. C. Beaty, on lands of H. Singleton, lands of A. Poinsett, lands of C. Singleton, lands of A. Hewett and lands of C. Oliver and to the west on Prince's Creek and Collins Creek and on lands of Burroughs and Collins (now or formerly), being a portion of "Woodstock" Plantation, and on "Wilderness" Planation. Said premises, as a consolidated whole, having such shape, form, marks, particular boundaries, courses and distances as are represented and delineated on said plat, reference being thereunto had will more fully and at large appear. And being the same lands and premises which were conveyed unto Heiman Kaminski in and by the following deeds, that is to say: by John M. Oliver, Clerk of Court, by deed bearing date the 10th day of March, A.D. 1884, recorded in the office of the Clerk of Court for Horry County in Deed Book "W", page 476 (said deed being made unto Heiman Kaminski, Sol Emanuel, Nathan Emanuel and William W. Taylor, co-partners doing business under the firm name and style of H. Kaminski and Company,) and by Sol Emanuel and William W. Taylor, as to their interests therein, by deed bearing date the ____ day of _____, A.D. 19__, recorded in the office of the Clerk of Court for Georgetown County in Deed Book ____, page_____, and by Nathan Emanuel as to his interest therein, by deed bearing date the 9th day of February, A.D. 1920, recorded in the office of the Clerk of Court for Horry County in Deed Book "K-4", page 349; by William M. Marlow by deed bearing date the 5th day of August,

A.D. 1913, recorded in the office of the Clerk of Court for Horry County in Deed Book "____", page 55; by Van B. Turberville by deed bearing date of the 20th day of December, A.D. 1922, recorded in the office of the Clerk of Court for Horry County in Deed Book "D-5", page 114; and by Anna L.A. Smith and Charlotte M. Alston by deed bearing date the ____ day of January, A.D. 1881, recorded in the office of the Clerk of Court for Georgetown County in Deed Book "f", pages 702 and 703, from the tract of land conveyed in this last-mentioned deed, however, the said H. Kaminski, in and by his deed conveyance bearing date the 15th day of February, A.D. 1899, recorded in the office of the Clerk of Court for Horry County in Deed Book "II", page 96, sold and conveyed unto Caleb Brown a tract of land measuring and containing Fifty (50) acres, which said tract is fully delineated on the aforesaid plat and is hereby excepted from this deed of conveyance. Being the same premises which were conveyed unto the said Huntley-Richardson Lumber Company by Rose Kaminski, Edwin J. Kaminski and Joseph Kaminski, Executrix and Executors, respectively, of Heiman Kaminski, deceased, by deed bearing date the 2nd day of September, A.D. 1924, recorded in the office of the Clerk of Court for Georgetown County in Deed Book "Z-1", page 331, and in the office of the Clerk of Court for Horry County in Deed Book "B-5", page 330.

PARCEL 2

All that certain plantation, piece, parcel or tract of land situate, lying and being in Township Number Seven (7), in the County of Georgetown and State of South Carolina, measuring and containing ninety-eight (98) acres, more or less, and butting and bounding as follows: To the north on lands now or formerly of Jackson Haywood; to the east on lands now or formerly of J.F. Carson and on lands now or formerly of P.P. Haywood; to the south on lands now or formerly of the Estate of G.C. Beaty, and to the west on lands now or formerly of the Estate of G.C. Beaty. Being the same lands which were conveyed unto me, the said Susan B. Turberville, by Mrs. S. S. Haselden by her deed bearing date the 10th day of November, A.D. 1910, recorded in the office of the Clerk of Court for Georgetown County in Deed Book "F-1", page 129.

PARCEL 3

All that certain piece, parcel or tract of land situate, lying and being in Socastee Township in the County of Horry and State of South Carolina, measuring and containing, according to a plat thereof made by H.C. Cannon, Surveyor, dated May 2nd, 1927, and hereto attached as a part and parcel hereof, ninety-six and 88/100 (96.88) acres and butting and bounding, according to said plat, as follows: to the north on lands of B.H. Vereen and on lands of Estate of Sie Burroughs; to the east on lands of F.T. Wilson, on lands of G.F. Lee and on lands of B.W. Lee; to the south on lands

of T.A. Lee and on lands of W. S. Ladlam and to the west on lands of Cooper River Timber Company, erroneously marked on said plat Cooper River Lbr. Co.," and having such shape, form, marks, courses and distances as are represented and delineated on said plat, reference being thereunto had, will more fully and at large appear.

Reference is also craved to a plat entitled "A Plat for The Kaminski Company" prepared by Moore, Gardner & Associated, Inc., dated December, 1982, and recorded in the office of the Clerk of Court for Horry County in Plat Book 75, page 8 and in the office of the Clerk of Court for Georgetown County in Plat Book 2, page 249; revised February 4, 1983 and recorded in the office of the Clerk of Court for Horry County in Plat Book 78, page 121 and in the office of the Clerk of Court for Georgetown County in Plat Book 43, page 584.

LESS AND EXCEPT the following property which was quit claimed to B.H. Vereen, Jr. by deed dated April 28, 1983: All that certain piece, parcel, or tract of land lying, being situate in Socastee Township, Horry County, South Carolina containing 6.088 acres, more or less, as shown on a plat by Moore, Gardner & Associates, Inc., dated April 1983, and said plat to be recorded herewith. Said tract of land being more particularly described as follows: TO FIND THE POINT OF BEGINNING, commence at monument #107 on the December, 1982 plat first described above, thence running South 01 degrees 51 minutes 44 seconds East 29.31 feet to the POINT OF BEGINNING; thence running South 01 degrees 51 minutes 44 seconds East 1,853.96 feet to a point; thence turning and running South 87 degrees 57 minutes 36 seconds West 891.57 feet to a concrete monument; thence turning and running North 88 degrees 08 minutes 18 seconds East 1,177.61 feet along the Georgetown and Horry Counties line to a concrete monument; thence turning and running North 10 degrees 37 minutes 12 seconds West 1,878.65 feet to the point of beginning.

ALSO, LESS AND EXCEPT the following property which was conveyed to Kaminski 17 Limited Partnership by deed dated April 29, 1985: All that certain piece, parcel, or tract of land lying, being situate in Socastee Township, Horry County, South Carolina containing 252 acres, more or less, and being the northeasternmost property and being all of the property lying east of S.C. Hwy. 707, as shown on plat of 2969.834 acres prepared for the Kaminski Company by Moore, Gardner & Associates, Inc., Surfside Beach dated December, 1982, revised February 4, 1983, and being recorded in Plat Book 78 at page 121 in the office of the Clerk of Court, Horry County, South Carolina. Said tract of land being more particularly described as follows: COMMENCING at the northwesternmost point, being a point along the eastern edge of S.C. Hwy. 707 and property of Samuel G. Vereen, thence running North 87 degrees 17 minutes 45 seconds East 357.51 feet to an established iron in; thence turning and running North 87 degrees 47 minutes 28 seconds East 3,479.13 feet along

property of Willa Mae, Webber Marcum and Samuel E. Vereen to a concrete monument; thence turning and running North 89 degrees 07 minuted 58 seconds East 544.97 along property of Samuel E. Vereen to a pine stump; thence turning and running North 89 degrees 26 minutes 00 seconds East 923.43 feet along property of Samuel E. Vereen and International Paper Company to a 24" pine; thence turning and running North 88 degrees 03 minutes 18 second East 591.01 feet along property of James A. Carolina to a 30" pine; thence turning and running South 88 degrees 54 minutes 28 seconds East 620.51 feet along property of James A. Carolina and Louis Small to an established iron pin in concrete; thence turning and running South 27 degrees 20 minutes 01 seconds West 360.74 feet along property of C.Ebert Wilson to an established iron pin; thence turning and running South 27 degrees 47 minutes 44 seconds West 397.98 feet along property of Thelma Lee Grant, Violet Lee Friesland and Leacy Lee Hollingsworth to an established iron pin; thence turning and running South 27 degrees 17 minutes 56 seconds West 3,856.16 feet along property of Danny L. Miller, et al. And B.G. Lee to a concrete monument; thence turning and running North 58 degrees 47 minutes 59 seconds West 1,003.73 feet along property of the Walter C. Ludlam Estate to a wood monument; thence turning and running South 89 degrees 05 minutes 32 seconds West 262.90 feet to an iron pin set; thence turning and running South 87 degrees 50 minutes 50 seconds West 336.50 feet to a concrete monument; thence turning and running South 00 degrees 38 minutes 44 seconds West 386.77 feet along property of John I. and Mary E. Floyd to a concrete monument; thence turning and running South 88 degrees 08 minutes 42 seconds West 335.55 feet along property of John I. and Mary E. Floyd to a concrete monument; thence turning and running South 27 degrees 36 minutes 37 seconds West 413.08 feet along property of John I. and Mary E.Floyd to a point along the eastern edge of S.C. Hwy. 707; thence turning and running north 72 degrees 29 minutes 33 seconds West 1,728.23 feet along the right-of-way of S.C. Hwy. 707 to a point; being the intersection of S.C. Hwy. 707 and Woods Road; thence turning and running along the curve of S.C. Hwy. 707 in which the chord runs North 54 degrees 34 minutes 01 second West 705.84 feet to a point along the eastern edge of S.C. Hwy. 707; thence turning and running North 36 degrees 38 minutes 28 seconds West 1,840.42 feet along the right-of-way of S.C. Hwy. 707 to the point of beginning.

ALSO, LESS AND EXCEPT, all that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina and in Township 41, Georgetown County, South Carolina, containing 304.692 acres, plus or minus, and being more fully shown as "304.692 AC.+/-" on a survey entitled "Survey of TPC-Myrtle Beach Golf Course, being a portion of the Kaminski Tract" prepared for TPC of Myrtle Beach, LLC by Survey Technology, Inc., dated August 13, 1997, recorded August 26, 1997 in Plat Book 149 at Page 195, records of Horry County, and in ~~Plat Book~~ Slide 244 at Page 4, records of Georgetown County (the "Survey").

SAVING AND EXCEPTING that certain property conveyed to TPC of Myrtle Beach, LLC by deed dated October 10, 1997 and recorded in Deed Book, 1981, Page 1467 in the R.O.D. Office for Horry County, and recorded in Deed Book 813, Page 121 in the R.O.D. Office for Georgetown County.

EXHIBIT ____

Tract No. 1: All that certain piece, parcel, or tract of land lying, being and situate in Socastee Township, Horry County, South Carolina, containing 252 acres, more or less, and being the northeasternmost property and being all of the property lying east of S.C. Hwy. 707, as shown on a plat of 2969.834 acres prepared for The Kaminski Company by Moore, Gardner & Associates, Inc., Surfside Beach, South Carolina, dated December, 1982, revised February 4, 1983, and being recorded in Plat Book 78 at page 121, in the office of the Clerk of Court, Horry County, South Carolina.

This is the identical property conveyed to Kaminski 17 Limited Partnership by The Kaminski Company by deed recorded the 30th day of April, 1985, in Deed Book 952 at Page 502, office of the Clerk of Court for Horry County, South Carolina.

LESS AND EXCEPTING:

ALL AND SINGULAR, those certain pieces, parcels or tracts of land situate, lying and being in Socastee Township, Horry County, South Carolina, containing 18.57 acres, more or less, and being more particularly shown and described as Tract A composed of 8.47 acres, Tract B composed of 3.37 acres, Tract C composed of .55 acres, Tract D composed of 1.28 acres, Tract E composed of 3.38 acres, and Tract F composed of 1.52 acres, as shown on a plat of Six (6) tracts of land containing 18.57 acres of land in Socastee Township, Horry County, South Carolina, prepared for Shore Road Partnership by Terry M. Watson, R.L.S., #7168 of Land Surveying, Inc. dated May 14, 1987, and recorded May 22, 1987, in Plat Book 96 at page 33, in the Office of the Clerk of Court for Horry County, South Carolina.

The above excepted Tracts A - F were conveyed to Shore Road Partnership, a South Carolina Partnership, by Kaminski 17 Limited Partnership by deed recorded May 22, 1987, in Deed Book 1135 at page 723, office of the R.M.C. for Horry County, South Carolina.

ALSO, LESS AND EXCEPTING:

ALL AND SINGULAR, all that certain piece, parcel, or lot of land situate, lying, and being near Garden City in Horry county, South Carolina, containing 67.75 acres, more or less, and being more fully shown as a parcel entitled "2,951,400 sq. ft., 67.75 acre" on a plat entitled "Boundary Survey of 67.75 Acre Tract for Suntech AD, LLC.", dated December 10, 1996, prepared by ETS Engineering and Technical Services, Inc., recorded December 24, 1996 in Plat Book 145 at page 128, office the RMC for Horry County, South Carolina.

The above excepted parcel was conveyed by Kaminski 17 Limited Partnership to Suntech AD, LLC, by deed recorded December 27, 1996, in Deed Book _____ at Page _____, Records of Horry County.

EXHIBIT ____

ALL AND SINGULAR, those certain pieces, parcels or tracts of land situate, lying and being in Socastee Township, Horry County, South Carolina, containing 18.57 acres, more or less, and being more particularly shown and described as Tract A composed of 8.47 acres, Tract B composed of 3.37 acres, Tract C composed of .55 acres, Tract D composed of 1.28 acres, Tract E composed of 3.38 acres, and Tract F composed of 1.52 acres, as shown on a plat of Six (6) tracts of land containing 18.57 acres of land in Socastee Township, Horry County, South Carolina, prepared for Shore Road Partnership by Terry M. Watson, R.L.S., #7168 of Land Surveying, Inc. dated May 14, 1987, and recorded May 22, 1987, in Plat Book 96 at page 33, in the Office of the Clerk of Court for Horry County, South Carolina.

The above excepted Tracts A - F were conveyed to Shore Road Partnership, a South Carolina Partnership, by Kaminski 17 Limited Partnership by deed recorded May 22, 1987, in Deed Book 1135 at page 723, office of the R.M.C. for Horry County, South Carolina.

EXHIBIT B
(Bylaws)

BYLAWS

OF

HIGHWAY 17 CONNECTOR ROAD MAINTENANCE DISTRICT ASSOCIATION, INC.

THE BYLAWS OF HIGHWAY 17 CONNECTOR ROAD MAINTENANCE DISTRICT ASSOCIATION, INC. (the "Association") are promulgated pursuant to the Declaration of Special Covenants for the Highway 17 Connector Road Maintenance District Association, Inc. (the "Declaration").

ARTICLE I

MEMBERSHIP AND VOTING

SECTION 1.1. Membership. Members of the Association shall all be Owners as such term is defined in the Declaration (the "Owner"), and the Declarant shall be a member of the Association. A person or entity holding a mortgage on any portion of the Tract as security for payment of a debt shall not be a member entitled to exercise the rights of a Owner unless such person or entity holds a proxy conferring such rights.

SECTION 1.2. Quorum. The presence in person or by proxy of fifty-one (51%) percent of all Owners shall constitute a quorum for the transaction of business at meetings of the Association.

SECTION 1.3. Voting Rights. The Association shall have five classes of regular voting membership.

Class A: A Class A Member shall be the owner of the Kaminski Tract or after its subdivision, the owner of any unsubdivided portion of the Kaminski Tract and all of the Owners of Lots, Non-residential Lots and Multi-family Units within the Kaminski Tract. The Class A Member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class A Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Class B: A Class B Member shall be the owner of Kaminski 17 Tract or after its subdivision, the Owner of any unsubdivided portion of Kaminski 17 Tract and all of the owners of lots, non-residential lots and multi-family units within Kaminski 17 Tract. The Class B member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class B Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Class C: A Class C Member shall be the owner of the Plantation Tract or after its subdivision, the owner of any unsubdivided portion of the Plantation Tract and all of the Owners of Lots, Non-residential Lots and Multi-family Units within the Plantation Tract. The Class C member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class C Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Class D: A Class D Member shall be the owner of the Shore Road Tract or after its subdivision, the owner of any unsubdivided portion of the Shore Road Tract and all of the Owners of Lots, Non-residential Lots and Multi-family Units within the Shore Road Tract. The Class D member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class D Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Class E: A Class E Member shall be the Owner of the Suntech Tract or after its subdivision, the owner of any unsubdivided portion of the Suntech Tract and all of the Owners of Lots, Non-residential Lots and Multi-family Units within the Suntech Tract. The Class E member shall be entitled to one vote for each $1.00 in Annual Assessments paid to the Association. In computing the number of votes to which a Class E Member shall be entitled, the amount of assessment paid shall be rounded to the nearest $1.00.

Each Member shall be entitled to vote at any meeting of Members or on any matter requiring a vote of Members, occurring subsequent to the date upon which the Member became an Owner (provided, however, that the Member is not delinquent in the payment of assessments), and each Member shall be entitled to the number of votes as calculated above as if each Member had been a Member for a full year and paid the Annual Assessment for the year in which the vote takes place.

When any property entitling the owner thereof to membership in the Association is owned of Record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one person or entity shall be designated the voting Member to bind all the others. Written evidence of such designation in a form satisfactory to the Board of Directors of the Association shall be delivered to the Board of Directors prior to the exercise of a vote by joint owners.

SECTION 1.4. Proxies. Each Owner entitled to vote may vote in person or by proxy at any meetings of the Association. Each proxy shall be executed in writing by the Owner or by his duly authorized attorney-in-fact, dated as of its execution and shall be filed with the Secretary of the Association. No proxy shall confer authority to vote at any meeting other than the next meeting, or adjournment thereof, held after the date on which the proxy was executed.

SECTION 1.5. Consents. Any action which may be taken by a vote of the Owners may also be taken by written consent to such action signed by all Owners entitled to vote or by

the designated voting member.

SECTION 1.6. Annual Meeting. Annual meetings of the Association shall be held on the day and time as determined by the Board of Directors, to be designated in the notice of the meeting. Any business which is appropriate for action of the Owners may be transacted at an annual meeting.

SECTION 1.7. Special Meetings. Special meetings of the Association may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of fifty-one (51%) percent of all Owners. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Owners entitled to vote waive notice of any additional business.

SECTION 1.8. Notice of Meetings. Written notice of every annual or special meeting of the Association stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted, shall be given to every Owner entitled to vote not fewer than ten (10) nor more than thirty (30) days in advance of the meeting. Written notice given to the managing entity shall constitute written notice hereunder to all of the Owners within the Association. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken at such meeting unless (1) a Owner entitled to vote who is present but was not given proper notice objects at such meeting, in which case the matter to which such Owner objects shall not be taken up, or (2) a Owner entitled to vote who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Owner objects shall be void.

SECTION 1.9. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Owner may in writing waive notice of any meeting either before or after such meeting. Attendance at an annual meeting by a Owner, whether in person or by proxy, shall be deemed a waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to the lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business to which proper notice was not given is put to a vote.

SECTION 1.10. Place of Meeting. All meetings of the Association shall be held at such convenient place as the President of the Association or the Board of Directors may direct.

SECTION 1.11. Adjournment. Any meeting of the Association may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of Owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session, and no additional notice of adjourned sessions shall be required.

SECTION 1.12. Order of Business. The order of business at all meetings of the

Owners shall be as follows:

1. Roll Call and certifying of proxies;
2. Proof of proper notice of the meeting or waiver of notice;
3. Readings of minutes of preceding meetings;
4. Report of Board of Directors;
5. Reports of Officers;
6. Reports of Committees;
7. Report of Manager;
8. Presentation of Budget;
9. Election of Directors (when required);
10. Unfinished business;
11. New business.

SECTION 1.13. Minutes of Meeting. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Association. Such minutes shall be made available for examination and copying by any Owner at any reasonable time.

ARTICLE II

BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 2.1. FORM OF ADMINISTRATION. The Association shall act by and through its Board of Directors, which Board shall consist of three (3) directors. The Directors need not be members of the Association.

SECTION 2.2. AUTHORITIES AND DUTIES. In its discretion and as required by the Act, the Declaration, and these Bylaws, the Board of Directors shall provide for the following:

(1) The contracting with a managing agent to provide for the administration, operation, maintenance, repair and restoration of the Connector and any alterations and additions thereto as well as the designation and dismissal of the personnel necessary to

accomplish the same;

(2) The preparation of an annual budget for the Association outlining anticipated receipts and expenses for the following fiscal year;

(3) The collection of assessments from the Owners, the Association, or managing entities;

(4) The procuring and keeping in force of insurance on the Connector;

(5) The enactment of reasonable regulations governing the use of the Connector;

(6) The enforcement of the terms of the Declaration, these Bylaws, and any Regulations promulgated pursuant to the Bylaws;

(7) The general administration of the Association and the Connector on behalf of and for the benefit of all Owners.

SECTION 2.3. Election and Term. Except as otherwise provided herein, the Owners shall elect upon majority vote two Directors to serve terms of two (2) years and one Director to serve a term of one (1) year. Each Director shall hold office until his successor is elected or until his death or until he shall resign or be removed from office.

Until January 1, 2025, the Declarant, without the consent of the Owners, reserves the right to exercise all rights granted to the Owners herein or in the Declaration to elect the members of the Board of Directors of the Association, according to the terms provided in the Declaration, unless such rights are earlier terminated by Declarant.

SECTION 2.4. Removal. A Director may be removed from office with or without cause by the affirmative vote of a majority of the total number of Owners. The unexpired portion of the term of any Director so removed shall be filled by a new Director elected by the affirmative vote of the majority of the total number of Owners.

SECTION 2.5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by the Owners shall be filled by a new Director elected by the affirmative vote of a majority of the remaining Directors even though such remaining Directors do not constitute a quorum.

SECTION 2.6. Voting. Each Director shall have one (1) vote on all matters acted upon by the Board of Directors. The vote of a Director shall be cast only by such Director personally at a meeting of the Board of Directors convened in accordance with these Bylaws. Proxies shall not be permitted in any vote of the Board of Directors. The affirmative vote of a simple majority of Directors present at the time of a vote, if a quorum is present at such time, shall be sufficient for any action unless otherwise specified in these Bylaws.

SECTION 2.7. Quorum. A majority of Directors shall constitute a quorum for the transaction of business.

SECTION 2.8. Consents. Any action, which may be taken by a vote of the Board of Directors, may also be taken by written consent to such action signed by all Directors.

SECTION 2.9. Annual Meetings. An annual meeting of the Board of Directors shall be held during each fiscal year immediately following the annual meeting of the Owners. The time, date and place of the annual meeting of the Board of Directors shall be fixed at the annual meeting of the Owners by mutual agreement of the Directors present at such meeting, and no further notice thereof shall be necessary. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

SECTION 2.10. Special Meetings. Special meetings of the Board of Directors may be called from time to time by the President of the Association and shall be called upon the written request of two (2) of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

SECTION 2.11. Notice of Meetings. Except for the annual meeting, written notice of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of special meetings the business proposed to be transacted shall be given to every Director not fewer than three (3) nor more than ten (10) days in advance of the meeting. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at such meeting unless (1) a Director who was present but was not given proper notice objects at such meeting, in which case the matter to which such Director objects shall not be taken up, or (2) a Director who is not present and was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Director objects shall be void.

SECTION 2.12. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors either before or after such meeting. Attendance at a meeting by a Director shall be deemed a waiver by such Director of notice of the time, date, and place thereof unless such Director specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to lack of notice is raised before the business to which proper notice was not given is put to a vote. If notice is waived in advance of a special meeting of the Board of Directors, such waiver shall apply only to such matters transacted at the special meeting which have been communicated in advance to the Director who has waived notice.

SECTION 2.13. Place of Meeting. All meetings of the Board of Directors shall be held upon the Property or at such other convenient place as the Board of Directors may

direct. Any or all Directors may participate in a meeting of the Board of Directors by means of conference telephone or any means of communication by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

SECTION 2.14. Minutes of Meetings. The Secretary of the Association shall prepare and keep, or cause to be prepared and kept, accurate minutes of every meeting of the Board of Directors. A copy of such minutes shall be held available for inspection and copying by any Owner at any reasonable time.

SECTION 2.15. Compensation. The Directors shall serve without compensation, but by resolution of the Board, any Director may be reimbursed by the Association for expenses incurred in the conduct of his duties.

ARTICLE III

OFFICERS OF THE ASSOCIATION

SECTION 3.1. Designation. The Association shall have a President, a Vice-President, a Secretary and a Treasurer. The Association may also have one or more assistants to any of such officers as may be necessary from time to time. The offices of Secretary and Treasurer may be filled by the same individual. The officers shall have the authority, powers, duties and responsibilities provided by these Bylaws, or, to the extent not so provided, by the Board of Directors.

SECTION 3.2. Election and Term. Officers of the Association shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office. All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be re-elected to any number of terms.

SECTION 3.3. Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors.

SECTION 3.4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in a corporate president, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

SECTION 3.5. Vice President. The Vice President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Owner to take the place and perform the duties of the President on an interim basis.

The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

SECTION 3.6. Secretary. The Secretary shall prepare and keep, or cause to be prepared and kept, the minutes of all meeting of the Owners and of the Board of Directors, and shall have charge of such books and papers as the Board of Directors may direct.

SECTION 3.7. Treasurer. The Treasurer shall have custody of, and responsibility for Association funds and securities and shall keep the financial records and books of account belonging to the Association. If a Manager is employed as hereinafter provided, custody of Association funds and securities and responsibility for maintaining full and accurate accounts of all receipts and disbursements may be delegated to the Manager if the Board of Directors so determines, but in such case the Treasurer shall verify the amount of Association funds and securities in the custody of the Manager and review and reconcile the accounts maintained by the Manager at such intervals as may be determined by the Board of Directors.

SECTION 3.8. Compensation. The Officers shall serve without compensation, but by resolution of the Board of Directors, any Officer may be reimbursed by the Association for expenses incurred in the conduct of his duties.

ARTICLE IV

MANAGING AGENT

SECTION 4.1. Employment. The Board of Directors may engage a Managing Agent pursuant to a written agreement (the "Management Agreement"), which Management Agreement shall contain such terms and conditions as may be determined by the Board of Directors. Unless the Managing Agent initially selected by the Board of Directors consents to a shorter time, for a period of one (1) calendar year from and including the date upon which the Declaration is recorded, said Managing Agent shall be employed by the Association as the Managing Agent of the Multiple Ownership Interests.

SECTION 4.2. Qualification. The Managing Agent may be a natural person or a corporation or other legal entity.

SECTION 4.3. Authority and Duty. The Managing Agent shall provide the services and perform the duties set out in Article II, Section 2.2 of these Bylaws, and shall provide such other services and perform such other duties as authorized and directed from time to time by the Board of Directors. The Managing Agent shall confer fully and freely with the Board of Directors and shall attend meetings of the Board and of the Association when requested to do so by the Board.

ARTICLE V

FISCAL YEAR

The fiscal year of the Association shall begin on the first (1st) day of January and end December 31 unless the Board of Directors shall otherwise determine.

ARTICLE VI

LIABILITIES AND INDEMNIFICATION

SECTION 6.1. Liability of Directors and Officers. No director or officer of the Association shall be liable to any Owner for any decision, action, or omission made or performed by such Director or officer in the course of his duties unless such Director or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, the Declaration, or these Bylaws.

SECTION 6.2. Indemnification of Directors and Officers. The Association shall indemnify and defend each Director and each Officer of the Association from any liability claimed or imposed against him by reason of his position or actions as a Director or any officer of the Association if all the following conditions are satisfied:

(1) Such Director or officer is not required to bear such liability by the terms of the Act, the Master Deed, or these Bylaws; and

(2) Such Director or officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same; and

(3) Such Director or officer cooperates with the Association in defending against the liability.

The expense of indemnifying a Board Member or Officer as provided herein shall be a Basic Expense of the Association, including such Board Member or Officer.

ARTICLE VII

AMENDMENTS

These Bylaws may be altered, amended, or repealed by, and new Bylaws may be adopted by a majority of the Board of Directors.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. Record of Ownership. Any person who acquires title to an interest in all or any portion of a Tract shall promptly inform the Board of Directors of his identity and the date upon and manner in which title was acquired. The Board of Directors shall maintain a record of the names of all Owners and of the date upon which they acquired title to their interest.

SECTION 8.2. Notification of Transfer. An Owner shall promptly notify the Board of Directors of a proposed transfer of title to his interest, setting forth the closing date and the name and address of the transferee.

SECTION 8.3. Corporate Seal. The Secretary may have a seal in circular form having within its circumference the name of the Association, the year of its organization and words "Corporate Seal" South Carolina.

SECTION 8.4. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or these Bylaws.

SECTION 8.5. Notices. Any notices or documents placed in the mail receptacle or affixed to any Lot, Improvement, Multi-family Unit, Non-residential Unit or at the direction of the Board of Directors shall be deem delivered to the Owner of such property, unless the Owner has previously specified to the Board of Directors in writing another address for delivery of such notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of an Owner shall be deemed delivered to the Board of Directors. Any notice to Directors shall be deemed to be given when such notice is deposited postpaid in the U.S. Mail addressed to such Director at his address as it appears in the records of the Association.

SECTION 8.6. Waiver. No provision of these Bylaws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

SECTION 8.7. Conflicts. In the event of any conflict between these Bylaws and the Act or the Declaration, the Act or the Declaration shall control, as appropriate. In the event of a conflict between these Bylaws and the Regulations, these Bylaws shall control.

SECTION 8.8. Severability. These provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder hereof.

SECTION 8.9. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision hereof.

SECTION 8.10. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and vice versa, whenever the context requires or permits.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of the Corporation this _____ day of December, 1998.

_____(L.S.)
Secretary, Highway 17 Connector
Road Maintenance District
Association, Inc.

EXHIBIT C

All that certain property shown and delineated as a proposed street right-of-way as set forth on the preliminary survey map of proposed street right-of-way located in Socastee Township, Horry County, South Carolina prepared by E.T.S.-Engineering & Technical Services, Inc. dated September 24, 1998.

SAVING AND EXCEPTING: All roadway surface and structures necessary to actually construct the Connector, but including any and all property acquired adjacent to the proposed Connector for acceleration, deceleration, and/or use and enjoyment of the road right-of-way, also including any and all parcels of property leased, acquired or otherwise obtained for the use and enjoyment of signage for the Connector.

EXHIBIT D
(Kaminski Tract)

EXHIBIT "

PARCEL 1

All that certain piece, parcel or tract of land situate, lying and being partly in the County of Georgetown and partly in the County of Horry in the State of South Carolina, composed of several smaller tracts hereinafter mentioned, but represented and delineated as a whole upon a consolidated plat therefor made by Beaty & Siau, Surveyors, dated August 1913, recorded in the office of the Clerk of Court for Georgetown County in Plat Book "C", page 51, and hereby declared to be a part and parcel of these Presents, according to which said plat the said premises hereby conveyed, or intended so to be, as a whole, measure and contain Two Thousand, Seven Hundred Thirty-one and five tenths (2,731.5) acres and One Hundred Fifty (150) acres added thereto to survey made by E.H. Beaty in December, 1922, delineated on said plat in red ink and marked "Van Turberville 150 Ac. - thus measuring and containing in the total, according to said plat, Two Thousand, Eight Hundred Eighty-one and five tenths, (2,881.5) acres, and butting and bounding, according to said plat, as follows: to the north on Prince's Creek, "Longwood" Plantation, on lands of John Marlow, Mrs. F.R. Vereen, on lands of C.C. Marlow, to the east on lands of J.J. Vereen, on lands of John Marlow, on lands of Mrs. C.C. Marlow, on lands of C. Oliver, lands of C. Sellers and on lands of N. Clements to the south on lands of Burroughs and Collins, being a portion of "Woodstock" Plantation, on lands of G. C. Beaty, on lands of H. ingleton, lands of A. Poinsett, lands of C. Singleton, lands of A. ewett and lands of C. Oliver and to the west on Prince's Creek and Collins Creek and on lands of Burroughs and Collins (now or formerly), being a portion of "Woodstock" Plantation, and on "Wilderness" Planation. Said premises, as a consolidated whole, having such shape, form, marks, particular boundaries, courses and distances as are represented and delineated on said plat, reference being thereunto had will more fully and at large appear. And being the same lands and premises which were conveyed unto Heiman Kaminski in and by the following deeds, that is to say: by John M. Oliver, Clerk of Court, by deed bearing date the 10th day of March, A.D. 1884, recorded in the office of the Clerk of Court for Horry County in Deed Book "W", page 476 (said deed being made unto Heiman Kaminski, Sol Emanuel, Nathan Emanuel and William W. Taylor, co-partners doing business under the firm name and style of H. Kaminski and Company,) and by Sol Emanuel and William W. Taylor, as to their interests therein, by deed bearing date the _____ day of _____, A.D. 19__, recorded in the office of the Clerk of Court for Georgetown County in Deed Book _____, page_____, and by Nathan Emanuel as to his interest therein, by deed bearing date the 9th day of February, A.D. 1920, recorded in the office of the Clerk of Court for Horry County in Deed Book "K-4", page 349; by William M. Marlow by deed bearing date the 5th day of August,

A.D. 1913, recorded in the office of the Clerk of Court for Horry County in Deed Book "____", page 55; by Van B. Turberville by deed bearing date of the 20th day of December, A.D. 1922, recorded in the office of the Clerk of Court for Horry County in Deed Book "D-5", page 114; and by Anna L.A. Smith and Charlotte M. Alston by deed bearing date the ____ day of January, A.D. 1881, recorded in the office of the Clerk of Court for Georgetown County in Deed Book "f", pages 702 and 703, from the tract of land conveyed in this last-mentioned deed, however, the said H. Kaminski, in and by his deed conveyance bearing date the 15th day of February, A.D. 1899, recorded in the office of the Clerk of Court for Horry County in Deed Book "II", page 96, sold and conveyed unto Caleb Brown a tract of land measuring and containing Fifty (50) acres, which said tract is fully delineated on the aforesaid plat and is hereby excepted from this deed of conveyance. Being the same premises which were conveyed unto the said Huntley-Richardson Lumber Company by Rose Kaminski, Edwin J. Kaminski and Joseph Kaminski, Executrix and Executors, respectively, of Heiman Kaminski, deceased, by deed bearing date the 2nd day of September, A.D. 1924, recorded in the office of the Clerk of Court for Georgetown County in Deed Book "Z-1", page 331, and in the office of the Clerk of Court for Horry County in Deed Book "B-5", page 330.

PARCEL 2

All that certain plantation, piece, parcel or tract of land situate, lying and being in Township Number Seven (7), in the County of Georgetown and State of South Carolina, measuring and containing ninety-eight (98) acres, more or less, and butting and bounding as follows: To the north on lands now or formerly of Jackson Haywood; to the east on lands now or formerly of J.F. Carson and on lands now or formerly of P.P. Haywood; to the south on lands now or formerly of the Estate of G.C. Beaty, and to the west on lands now or formerly of the Estate of G.C. Beaty. Being the same lands which were conveyed unto me, the said Susan B. Turberville, by Mrs. S. S. Haselden by her deed bearing date the 10th day of November, A.D. 1910, recorded in the office of the Clerk of Court for Georgetown County in Deed Book "F-1", page 129.

PARCEL 3

All that certain piece, parcel or tract of land situate, lying and being in Socastee Township in the County of Horry and State of South Carolina, measuring and containing, according to a plat thereof made by H.C. Cannon, Surveyor, dated May 2nd, 1927, and hereto attached as a part and parcel hereof, ninety-six and 88/100 (96.88) acres and butting and bounding, according to said plat, as follows: to the north on lands of B.H. Vereen and on lands of Estate of Sie Burroughs; to the east on lands of F.T. Wilson, on lands of G.F. Lee and on lands of B.W. Lee; to the south on lands

of T.A. Lee and on lands of W. S. Ladlam and to the west on lands of Cooper River Timber Company, erroneously marked on said plat Cooper River Lbr. Co.," and having such shape, form, marks, courses and distances as are represented and delineated on said plat, reference being thereunto had, will more fully and at large appear.

Reference is also craved to a plat entitled "A Plat for The Kaminski Company" prepared by Moore, Gardner & Associated, Inc., dated December, 1982, and recorded in the office of the Clerk of Court for Horry County in Plat Book 75, page 8 and in the office of the Clerk of Court for Georgetown County in Plat Book 2, page 249; revised February 4, 1983 and recorded in the office of the Clerk of Court for Horry County in Plat Book 78, page 121 and in the office of the Clerk of Court for Georgetown County in Plat Book 43, page 584.

LESS AND EXCEPT the following property which was quit claimed to B.H. Vereen, Jr. by deed dated April 28, 1983: All that certain piece, parcel, or tract of land lying, being situate in Socastee Township, Horry County, South Carolina containing 6.088 acres, more or less, as shown on a plat by Moore, Gardner & Associates, Inc., dated April 1983, and said plat to be recorded herewith. Said tract of land being more particularly described as follows: TO FIND THE POINT OF BEGINNING, commence at monument #107 on the December, 1982 plat first described above, thence running South 01 degrees 51 minutes 44 seconds East 29.31 feet to the POINT OF BEGINNING; thence running South 01 degrees 51 minutes 44 seconds East 1,853.96 feet to a point; thence turning and running South 87 degrees 57 minutes 36 seconds West 891.57 feet to a concrete monument; thence turning and running North 88 degrees 08 minutes 18 seconds East 1,177.61 feet along the Georgetown and Horry Counties line to a concrete monument; thence turning and running North 10 degrees 37 minutes 12 seconds West 1,878.65 feet to the point of beginning.

ALSO, LESS AND EXCEPT the following property which was conveyed to Kaminski 17 Limited Partnership by deed dated April 29, 1985: All that certain piece, parcel, or tract of land lying, being situate in Socastee Township, Horry County, South Carolina containing 252 acres, more or less, and being the northeasternmost property and being all of the property lying east of S.C. Hwy. 707, as shown on plat of 2969.834 acres prepared for the Kaminski Company by Moore, Gardner & Associates, Inc., Surfside Beach dated December, 1982, revised February 4, 1983, and being recorded in Plat Book 78 at page 121 in the office of the Clerk of Court, Horry County, South Carolina. Said tract of land being more particularly described as follows: COMMENCING at the northwesternmost point, being a point along the eastern edge of S.C. Hwy. 707 and property of Samuel G. Vereen, thence running North 87 degrees 17 minutes 45 seconds East 357.51 feet to an established iron in; thence turning and running North 87 degrees 47 minutes 28 seconds East 3,479.13 feet along

property of Willa Mae, Webber Marcum and Samuel E. Vereen to a concrete monument; thence turning and running North 89 degrees 07 minuted 58 seconds East 544.97 along property of Samuel E. Vereen to a pine stump; thence turning and running North 89 degrees 26 minutes 00 seconds East 923.43 feet along property of Samuel E. Vereen and International Paper Company to a 24" pine; thence turning and running North 88 degrees 03 minutes 18 second East 591.01 feet along property of James A. Carolina to a 30" pine; thence turning and running South 88 degrees 54 minutes 28 seconds East 620.51 feet along property of James A. Carolina and Louis Small to an established iron pin in concrete; thence turning and running South 27 degrees 20 minutes 01 seconds West 360.74 feet along property of C.Ebert Wilson to an established iron pin; thence turning and running South 27 degrees 47 minutes 44 seconds West 397.98 feet along property of Thelma Lee Grant, Violet Lee Friesland and Leacy Lee Hollingsworth to an established iron pin; thence turning and running South 27 degrees 17 minutes 56 seconds West 3,856.16 feet along property of Danny L. Miller, et al. And B.G. Lee to a concrete monument; thence turning and running North 58 degrees 47 minutes 59 seconds West 1,003.73 feet along property of the Walter C. Ludlam Estate to a wood monument; thence turning and running South 89 degrees 05 minutes 32 seconds West 262.90 feet to an iron pin set; thence turning and running South 87 degrees 50 minutes 50 seconds West 336.50 feet to a concrete monument; thence turning and running South 00 degrees 38 minutes 44 seconds West 386.77 feet along property of John I. and Mary E. Floyd to a concrete monument; thence turning and running South 88 degrees 08 minutes 42 seconds West 335.55 feet along property of John I. and Mary E. Floyd to a concrete monument; thence turning and running South 27 degrees 36 minutes 37 seconds West 413.08 feet along property of John I. and Mary E.Floyd to a point along the eastern edge of S.C. Hwy. 707; thence turning and running north 72 degrees 29 minutes 33 seconds West 1,728.23 feet along the right-of-way of S.C. Hwy. 707 to a point; being the intersection of S.C. Hwy. 707 and Woods Road; thence turning and running along the curve of S.C. Hwy. 707 in which the chord runs North 54 degrees 34 minutes 01 second West 705.84 feet to a point along the eastern edge of S.C. Hwy. 707; thence turning and running North 36 degrees 38 minutes 28 seconds West 1,840.42 feet along the right-of-way of S.C. Hwy. 707 to the point of beginning.

ALSO, LESS AND EXCEPT, all that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina and in Township 41, Georgetown County, South Carolina, containing 304.692 acres, plus or minus, and being more fully shown as "304.692 AC.+/-" on a survey entitled "Survey of TPC-Myrtle Beach Golf Course, being a portion of the Kaminski Tract" prepared for TPC of Myrtle Beach, LLC by Survey Technology, Inc., dated August 13, 1997, recorded August 26, 1997 in Plat Book 149 at Page 195, records of Horry County, and in ~~Plat Book~~ Slide 214 at Page 4, records of Georgetown County (the "Survey").

SAVING AND EXCEPTING that certain property conveyed to TPC of Myrtle Beach, LLC by deed dated October 10, 1997 and recorded in Deed Book, 1981, Page 1467 in the R.O.D. Office for Horry County, and recorded in Deed Book 813, Page 121 in the R.O.D. Office for Georgetown County.

EXHIBIT E
(Legal Description of Kaminski 17 Tract)

EXHIBIT ____

Tract No. 1: All that certain piece, parcel, or tract of land lying, being and situate in Socastee Township, Horry County, South Carolina, containing 252 acres, more or less, and being the northeasternmost property and being all of the property lying east of S.C. Hwy. 707, as shown on a plat of 2969.834 acres prepared for The Kaminski Company by Moore, Gardner & Associates, Inc., Surfside Beach, South Carolina, dated December, 1982, revised February 4, 1983, and being recorded in Plat Book 78 at page 121, in the office of the Clerk of Court, Horry County, South Carolina.

This is the identical property conveyed to Kaminski 17 Limited Partnership by The Kaminski Company by deed recorded the 30th day of April, 1985, in Deed Book 952 at Page 502, office of the Clerk of Court for Horry County, South Carolina.

LESS AND EXCEPTING:

ALL AND SINGULAR, those certain pieces, parcels or tracts of land situate, lying and being in Socastee Township, Horry County, South Carolina, containing 18.57 acres, more or less, and being more particularly shown and described as Tract A composed of 8.47 acres, Tract B composed of 3.37 acres, Tract C composed of .55 acres, Tract D composed of 1.28 acres, Tract E composed of 3.38 acres, and Tract F composed of 1.52 acres, as shown on a plat of Six (6) tracts of land containing 18.57 acres of land in Socastee Township, Horry County, South Carolina, prepared for Shore Road Partnership by Terry M. Watson, R.L.S., #7168 of Land Surveying, Inc. dated May 14, 1987, and recorded May 22, 1987, in Plat Book 96 at page 33, in the Office of the Clerk of Court for Horry County, South Carolina.

The above excepted Tracts A - F were conveyed to Shore Road Partnership, a South Carolina Partnership, by Kaminski 17 Limited Partnership by deed recorded May 22, 1987, in Deed Book 1135 at page 723, office of the R.M.C. for Horry County, South Carolina.

ALSO, LESS AND EXCEPTING:

ALL AND SINGULAR, all that certain piece, parcel, or lot of land situate, lying, and being near Garden City in Horry county, South Carolina, containing 67.75 acres, more or less, and being more fully shown as a parcel entitled "2,951,400 sq. ft., 67.75 acre" on a plat entitled "Boundary Survey of 67.75 Acre Tract for Suntech AD, LLC.", dated December 10, 1996, prepared by ETS Engineering and Technical Services, Inc., recorded December 24, 1996 in Plat Book 145 at page 128, office the RMC for Horry County, South Carolina.

The above excepted parcel was conveyed by Kaminski 17 Limited Partnership to Suntech AD, LLC, by deed recorded December 27, 1996, in Deed Book _____ at Page _____, Records of Horry County.

EXHIBIT F
(Legal Description of Plantation Tract)

EXHIBIT
MURRELLS INLET GOLF PLANTATION

ALL OF THAT certain piece parcel or lot of land containing 449.22 acres of land as more particularly shown and set forth on that certain plat prepared by Atlantic Surveying Company for Plantation AD, LLC dated October 14, 1998.

ALSO, all of that certain piece, parcel or lot of land containing 5.42 acres as more particularly shown and set forth on that certain plat prepared by Engineering and Technical Sources, Inc. dated September 15, 1998.

ALSO, all of that certain piece parcel or lot of land containing 9.79 acres as more particularly shown and set forth on that certain plat prepared by Engineering and Technical Services, Inc. dated September 23, 1998.

The total of all three (3) parcels is 464.43 acres.

EXHIBIT G
(Legal Description of Shore Road Tract)

EXHIBIT _____

ALL AND SINGULAR, those certain pieces, parcels or tracts of land situate, lying and being in Socastee Township, Horry County, South Carolina, containing 18.57 acres, more or less, and being more particularly shown and described as Tract A composed of 8.47 acres, Tract B composed of 3.37 acres, Tract C composed of .55 acres, Tract D composed of 1.28 acres, Tract E composed of 3.38 acres, and Tract F composed of 1.52 acres, as shown on a plat of Six (6) tracts of land containing 18.57 acres of land in Socastee Township, Horry County, South Carolina, prepared for Shore Road Partnership by Terry M. Watson, R.L.S., #7168 of Land Surveying, Inc. dated May 14, 1987, and recorded May 22, 1987, in Plat Book 96 at page 33, in the Office of the Clerk of Court for Horry County, South Carolina.

The above excepted Tracts A - F were conveyed to Shore Road Partnership, a South Carolina Partnership, by Kaminski 17 Limited Partnership by deed recorded May 22, 1987, in Deed Book 1135 at page 723, office of the R.M.C. for Horry County, South Carolina.

EXHIBIT H
(Legal Description of Suntech Tract)

EXHIBIT H
REMAINDER OF CYPRESS KEYS SUBDIVISION

ALL AND SINGULAR, all that certain piece, parcel, or lot of land containing 67.75 acres, and being more fully shown on a plat entitled "Boundary survey of 67.75 Acre Tract for Suntech AD, LLC.", dated December 10, 1996, prepared by Engineering and Technical Services, Inc., recorded December 24, 1996 in Plat book 145 at page 128, office of the RMC for Horry County, South Carolina.

LESS AND EXCEPTING from such parcel 11.84 acres consisting of Phase I of the Cypress Keys Development as more particularly shown and set forth on that certain plat dated May 30, 1997 prepared by Engineering and Technical Services, Inc.

LESS AND EXCEPTING from such parcel 5.44 acres consisting of Phase IB of the Cypress Keys Development as more particularly shown and set forth on that certain plat dated November 26, 1997 prepared by Engineering and Technical Services, Inc.

The net acreage in this parcel is 50.47 acres.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MURRELLS INLET GOLF PLANTATION

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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., LLC, 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.

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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.

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.

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 a 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: 4/25/2005

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.

HORRY COUNTY ASSESSOR
194-00-02-009
Map Blk Parcel
2-9-99

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.

EXHIBIT "C"

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:

(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 occupant 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 statement 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 allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice 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 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 published rules and regulations of the Association adopted pursuant to the Declaration, as either of the same may be lawfully amended 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 instituting 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 Association are essential for the effectuation of the general plan of development contemplated by the Declaration and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated 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

mlc:WORK\COVENANTS\MIGP1.RES

HORRY COUNTY ASSESSOR
194-00-02-118 339820
Map Blk Parcel 5/10/00

STATE OF SOUTH CAROLINA)
FILED
HORRY COUNTY
COUNTY OF HOR 2000 MAY -9 PM 4:33
R.M.C.

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.

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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 8th day of May, 2000.

Kimi 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.

Kimi H. Terrell
WITNESS

SWORN TO BEFORE ME THIS
8th day of May, 2000.

(L.S.)
Notary Public for South Carolina
My commission expires _____

1454

F:\[illegible]\Plantation A.D. LLC

WASTE INDUSTRIES, INC.

SERVICE AGREEMENT I

Branch Number 30

Account Number 123178

Company: International Club HOA
c/o CCMC
Mailing Address: 3009 Church St
City: Myrtle Beach State: SC Zip: 29577
Street Address:
City: State:
Billing Contact: Kelly White
Billing Phone Number: ( ) 946-5300
Billing Fax Number: ( ) 946-
Social Security or Tax ID Number:

Service Location Address:
Service Contact:
Service Phone Number: ( )
Service Fax Number: ( )

Begin Service Date: Del 1st Cart 5-24-01
Start Service 5-28-01
Purchase Order Number:

DESCRIPTION	Customer Owned Yes or No	Quantity	Size	# or Times	Per	Charge Code	Rate
FRONT-END SERVICE:							
Container Rental							
Front-End Service							
Extra Dump							
Front-End Cardboard Service							
Other RL		3	96	1x	11.02	F-5	33.06
RECYCLING SERVICE:							
Recycling							
Cart Rental/Recycling							
Other							
ROLL-OFF SERVICE:							
Container Rental							
Hauls							
Landfill Fees							
Compactor Rental							
Other							
DELIVERY CHARGE:							

PICK UP SCHEDULE:

Special Comments:

	Completed By	Date
Sales		
Branch Admin.		

Authorized Signature: 5-31-01
Print Name and Title: Kelly White Association Manager
W.I. Representative: Trish West-Brocklebank 5-18-01
Branch Manager:
Branch Address:
Branch Phone:

Waste Industries provides equal employment opportunities to all qualified individuals.

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TERMS AND CONDITIONS

I. DUTIES AND RESPONSIBILITIES OF WASTE INDUSTRIES, INC.:

A. SERVICE: Waste Industries is committed to providing You with the best service in the industry. In that light, we guarantee the quality of our service and your satisfaction with our service. Waste Industries will provide to You the Equipment and Service Levels specified on the reverse of this page.

B. CHANGES IN SERVICE: Changes in service provided by Waste Industries or to the base rate charges paid by You may be made by oral or written agreement between You and Waste Industries. If You and Waste Industries continue to act in a manner inconsistent with any changes, the applicable changes will be treated as accepted. If the schedule or location of regular pick-up services of Waste Industries is changed, or if service to You and this Agreement will continue to be a binding obligation of You and Waste Industries. If You believe Waste Industries' quality of service is not satisfactory, Waste Industries wants to know. Waste Industries' QUALITY SERVICE GUARANTEE obligates Waste Industries to visit Your site promptly about any service dissatisfaction. Waste Industries understands that You may want to change Your level of service from time to time as Your business grows. You may adjust Your service levels after appropriate notice to Waste Industries; however, any decreased frequency will be permitted only if the adjustment relates to reduced waste generated by Your entire business, or permitting service to You. Waste Industries' service area boundaries may change as a Waste Industries' business grows. Please notify Waste Industries if Your collection or disposal needs increase or change in any manner and Waste Industries will adjust Your level of service accordingly.

C. EQUIPMENT: Waste Industries will deliver and locate the Equipment at the You premises. Waste Industries will collect and dispose of all Prepaid Waste Materials deposited by You in the Equipment or those Materials specified by You on the reverse of this page. Waste Industries will maintain and service the Equipment for ordinary normal operating conditions, and Waste Industries will replace worn or unsightly Equipment and identify the Equipment according to its standard operating procedures.

The Equipment is owned by Waste Industries and leased to You. Waste Industries retains all ownership rights, title and interest in the Equipment. Waste Industries may file a Financing Statement using the terms "Lessor" and "Lessee" or the terms, and You agree that Waste Industries may execute a Financing Agreement, Continuation Statement or Debtor Confidential Data Sheet which Waste Industries may require from time to time. If the Equipment for any reason and this Agreement is not a true lease, You grant a security interest to any to the Equipment authorizing Waste Industries to execute on Your behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the U.C.C.

D. TITLE: Title to all Prepaid Waste Materials, including recyclable materials shall transfer to Waste Industries when You place the Waste in our Equipment. You shall be responsible for all damages that relate to Your disposal, transportation, including fines or penalties.

E. DISPOSAL: Waste Industries will dispose of refuse in a sanitary landfill and all applicable laws, regulations, and ordinances. Unless otherwise specified in "Comments" in "Special instructions" on the reverse, Waste Industries shall use a disposal facility (landfill, transfer station, etc.) identified by You to Waste Industries that meets all legal requirements and is near and attractive to You location as determined by Waste Industries.

II. DUTIES AND RESPONSIBILITIES OF CUSTOMER:

A. SERVICE FEE: You will pay, on a monthly basis, the service fees and charges designated on the face of this Agreement, plus such adjustments as are calculated below:

(1) Sales tax, Use tax, Fuel, and Surcharges: You will be responsible for any and all sales tax, use tax, taxes, surcharges and other charges imposed in connection with services provided under or otherwise arising out of this Agreement, including without limitation, proposed charges for waste collection, transportation, and disposal, that are now or hereafter in the Agreement shall, at Your option, be increased by the amount of these taxes, fees or surcharges and You shall be responsible for paying the additional amount. The cost of any increase in the fuel surcharge shall be calculated consistently in each applicable contract.

(2) Adjustments:

a. Fuel Charge: Fuel costs are a significant portion of the cost of Waste Industries' services. Waste Industries reserves the right to increase the unit price of its collection of fees and charges in an amount equal to any significant and increase in fuel costs.

b. Landfill Fee: The monthly charge for service shall be automatically adjusted to include disposal charges. If being accomplished and landfill tipping fees may increase or decrease from time to time, Waste Industries will notify You of the changes as quickly as possible after providing notification thereof available. In connection with certain solid waste services, Waste Industries may charge an administration fee to cover costs associated with expanded billing of landfill charges.

c. Consumer Price Index: Waste Industries reserves the right to increase the rate and charges applicable from time to time to reflect any percentage increase in the Consumer Price Index (CPI). CPI means the index now known as the United States Bureau of Labor Statistics, Regional Consumer Price Index for Urban Wage Earners, U.S. Cities Average, in the event that the publication of the CPI is discontinued, revised or superseded, Waste Industries will designate a comparable basis to be used in this Agreement for the purposes of this Agreement. Upon notice from Waste Industries, and with Your consent, Waste Industries may increase the rate and charges hereunder in an amount in excess of such CPI increase. Your consent may be evidenced by the payment and actions of You and Waste Industries.

d. Extra Services: At Your discretion and request, Waste Industries will provide to You extra services, including collection or hauling services. If Your regular collection routine has employees working outside our normal working hours or on holidays. Waste Industries reserves the right to charge for such services based upon the normal overtime or holiday charges paid by or to employees.

(3) Taxes: You will be billed on a monthly basis by Waste Industries. All charges shall be paid by You not later than (30) days after Your receipt of the invoice. Waste Industries may assess You a late charge at the rate of one and one half percent (1½%) on all accounts unpaid thereafter. If, the event any charges You owe Waste Industries hereunder to be collected by or through an attorney at law, in addition to the principal or interest, owing, You will pay an amount equal to fifteen percent (15%) of the principal and interest owing as attorney's fees, plus the expenses of litigation.

B. CARE OF EQUIPMENT: You shall have responsibility for the proper use, custody, protect, reasonable and normal use of the Equipment on Your premises and shall use the Equipment solely for the deposit of Prepaid Waste Materials. Proper Waste Materials may be only those waste which Waste Industries is safely legally and transport the waste without incurring any damage or injury to its employees, Equipment, or vehicles or to any third party. You shall be responsible for any damage to the Equipment in the event of the operations, or other damage beyond normal wear and tear of the Equipment. You will not overload the Equipment or allow weight or volume of Prepaid Waste Materials as defined by Federal, state or local law, regulation or ordinance. You will be responsible for all liabilities that relate to Your disposal or recyclables, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment are Your premises shall be borne by You. You will notify Waste Industries of any damage caused by an electrical drop for power, including lightning, which is connected into the Equipment. On collection day, You will provide unobstructed access to the Equipment. If the Equipment is inaccessible, You will be notified, and any additional collection services or attempts to service such service shall be charged as "extra visit us."

C. EASEMENT: You will prepare an adequate and fully accessible site for location of the Equipment on Your property and will provide access to such utilities which are necessary for operation of the Equipment. You grant Waste Industries complete and adequate access and right-of-way to the Equipment and the access and over the weight and conditions of Waste Industries' vehicles, equipment, and other equipment. Waste Industries will have no obligation or liability for operations or damages of roads whether, roadways and equipment (including the Equipment) on Your premises, and You hereby release Waste Industries from and disclaim any duties and obligations in the operation or damages of vehicles, equipment, roadways, or equipment of Waste Industries, which are caused or contributed to the extent to have to repair equipment or components of the part of the equipment in the operation of vehicles and equipment on Your premises.

D. INDEMNITY: You agree to defend, indemnify and hold harmless Waste Industries, its employees, officers, directors and agents from and against any and all claims, demands, actions, causes of action, liability, expenses, damages including reasonable attorney's fees and costs of any such action, resulting from, arising out of or caused by Waste Industries in investigating, preparing for or defending in connection with the use or possession of the Equipment by You, from the operation of the Equipment by Waste Industries or its employees on Your premises, and from the breach of any term, provision or condition of this Agreement, including but not limited to the fulfilling, indemnification and liability insurance requirement by You in the Equipment. This indemnification by You shall be in behalf of both personal injuries, death, property and equipment damages arising out of or resulting from the use or possession of the Equipment on Your premises or the handling, transportation and landfill delivery of materials deposited by You in the Equipment. This indemnification shall apply regardless of whether such claim, demand, suits, causes of action, liability, expense or other liability results from or arises out of the joint or concurrent negligence of You and Waste Industries. You also agree to indemnify and hold Waste Industries and its agents and employees harmless from any damages or claims of damages relating to the contamination of the Equipment.

E. DISPOSAL: Unless otherwise specified, Waste Industries will deliver waste to the disposal facility and not elsewhere in this place of business. You have the right to designate a different facility (as listed in "Special Comments" section on reverse) and agree to pay an increased cost associated with using such facility.

F. TERM: This Agreement shall be effective upon the date signed by You and Waste Industries. The term of this Agreement shall be (five (60) months beginning on the Service Agreement Date. This Agreement shall automatically be renewed for successive sixty (60) month terms without further action by You or Waste Industries unless cancelled on the Termination Date, by either party in writing sent by certified mail, no less than (sixty (60) days prior to the termination date. Waste Industries and terminate or accepted this Agreement immediately if You fail to pay for services rendered within the payment terms or if You breach any other term of this Agreement, by way of transferring this Agreement. Waste Industries may permit You to use the list of services on a month-to-month (M-M) basis, and if You fail to pay C.O.D. basis, Waste Industries may terminate this Agreement. Upon termination of this Agreement for any reason, Waste Industries may enter upon Your property and access the Equipment at any time. Removal of the Equipment may be accomplished without judicial process and without prior notice. If You are not in any breach of any provision of this Agreement, You may terminate the Agreement without the obligation of the sixty (60) month period hereunder by giving written notice of termination to Waste Industries at least sixty (60) days prior to the expiration of the then current term. Waste Industries may terminate this Agreement for any reason by giving You sixty (60) days written

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Return to/Prepared by:
McNAIR LAW FIRM, P.A.
Lynn Gatlin Stevens/plm
Founders Centre
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577

FILED
HORRY COUNTY
2007 AUG 22 PM 1:12
R.M.C.

EXEMPT 1

****

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **PLANTATION GOLF AD, LLC**, for and in consideration of the payment of the sum of Five and 00/100 ($5.00) Dollars, to it paid by **INTERNATIONAL CLUB HOA**, in the State aforesaid, the receipt and legal sufficiency of which is hereby acknowledged, has released, relinquished and forever quit-claimed, and by these presents does release, relinquish and forever quit-claim unto **INTERNATIONAL CLUB HOA**, its successors and assigns, all of its right, title and interest in and to the following described property, to-wit:

See attached Exhibit "A" for Legal Description.

GRANTEE'S ADDRESS: c/o K.A. Diehl & Associates
P.O. Box 2537
Murrells Inlet, SC 29576

DEED
2511 0967

TMS No.: 194-00-02-009

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantees', its successors and assigns forever so that neither **PLANTATION GOLF AD, LLC**, its successors and assigns, nor any other person or persons claiming by, through or under

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them, shall at any time hereafter by any way or means have, claim, or demand any right or title to the aforesaid premises or appurtenances or any part thereof.

WITNESS the Hand and Seal of **PLANTATION GOLF AD, LLC**, this 18th day of June, 2002.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

PLANTATION GOLF AD, LLC

Witness #1 sign here

By: _____

Its: Managing Partner

Notary signs here

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 18th day of June, 2002, by PLANTATION GOLF AD, LLC by RONALD E. PEEPLES, its MANAGING PARTNER.

_____ (L.S.)
Notary Public for South Carolina
My Commission Expires: 12/12/2004

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT

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

1. Property located in Horry County, South Carolina, described as Parcel "D" containing 1.56 acres, Murrells Inlet, South Carolina bearing Horry County Tax Map Number 194-00-02-009 and was transferred from **Plantation Golf AD, LLC** to **International Club HOA** on June 18th, 2002.

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 **$0.00.**

_____ not an arm's length real property transaction and the fair market value of the property is $_____.

__X__ 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:

Exemption #12: that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective deed or quitclaim deed.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: (Purchasers, Purchaser Attorney, Seller or other responsible person connected with the transaction)

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.

PLANTATION GOLF AD, LLC

By: _____
Its: Managing Partner

SWORN to before me this
18th day of June, 2002.
_____(LS)
Notary Public for South Carolina
My commission expires: 12/17/2004

Exhibit "A"

Tract No. 1:

ALL AND SINGULAR, that certain piece, parcel or tract of land lying, being and situate in Horry County, South Carolina, described as Parcel "D" containing 1.56 acres (67,761 sq. ft.) on a plat of International Club Golf Course prepared for Plantation Golf AD by Associated Land Surveyors on December 21, 2001 and recorded January 2, 2002 in Plat Book 181, at Page 89, Office of the Register of Deeds for Horry County, South Carolina, reference to said plat making it a part and parcel hereof.

HORRY COUNTY ASSESSOR
NEW PARCEL 194-00-02-162
194-00-02-107
8-23-02

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FILED
HORRY COUNTY, S.C.
2003 APR 29 AM 11:35
BALLERY V. SKIPPER
REGISTRAR OF DEEDS

DEED
2588 1441

HORRY COUNTY ASSESSOR
194-00-03-009
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

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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:

Carol Beckham

Tracy D. Riker

PLANTATION A.D., LLC
By: ABD Development, Inc., Its Authorized Member

BY: _____, President
R. Scott Pyle, President

D.R. HORTON, INC.

Carol Beckham

Tracy D. Riker

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: 10/4/03

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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,

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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

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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.

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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:

CB BB

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 any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman

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(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, [illegible] 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.

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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
George Seagraves
Regional President

5/31/2003
DATE OF EXECUTION

STATE OF SOUTH CAROLINA)
) **GOLF COURSE AGREEMENT**
COUNTY OF HORRY)

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THIS AGREEMENT, dated this the 3 day of O e r , 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").

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 "OCR'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:

I. 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 ASSESSMENT'S.

- 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.

CB) 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 (I) 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:

I 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 camiot 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.

(1). **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 Carotin imited Liability

_____

_____

C o p y Its:

INTERNATIONAL CLUB HOA, INC.
a South Carolina Corporation

Judy L. Hall

_____

R. Doug Brown
President

11/20/03
DATE OF EXECUTION

Judy L. Hall

_____

D.R. HORTON, INC.
a Delaware Corporation

_____

Brian F. Gardner
Division President

11/20/03
DATE OF EXECUTION

DATE O EXECUTION

INTERNATIONAL CLUB PROPERTY OWNERS' ASSOCIATION, INC.

MEETING OF THE BOARD OF DIRECTORS

MINUTES

January 13, 2004

A Meeting of the Board of Directors of the International Club Property Owners' Association, Inc. was held on Tuesday, January 13, 2004 at 2:00 p.m. at the offices of D.R. Horton.

I. ATTENDANCE:
Board members Doug Brown, Rick Ryan, Charles Flynn and Russ Carson were present. Member Ron Peoples was absent. Also in attendance was Vicki Gallagher, Senior Manager of K. A. Diehl & Associates, Inc., managing agent.

Doug Brown, President, served as Chairperson of the Meeting.
Charles Flynn, Secretary/Treasurer, served as Secretary of the Meeting.

Vicki Gallagher served as recording Secretary of the Meeting.

II. APPROVAL OF MINUTES:
A motion was made by Mr. Ryan, seconded by Mr. Flynn that the reading of the Minutes of the Regular Meeting of the Board of Directors held on November 20, 2003 be waived and approved as submitted. The motion carried unanimously.

III. FINANCIAL REPORTS:

A. Current Financial Statement:
Management reviewed the financial report for the period ending November 31, 2003, with questions posed and answered. Management explained that the large variances reflected on the financial statement are a result of the Association utilizing the 2002 budget figures for 2003, as explained in previous financial variance reports. In addition, the large deficit year to date is as a result of writing off the monthly assessments for the golf course account.

B. Accounts Receivable:
Management reported that one account is currently at the Association's attorney's office for collection. It was also reported that a lien has been placed on the property.

IV. UNFINISHED BUSINESS:

A. The Villas Update:

1. Submittal of Signage & Landscape Plans Submittals – Management reported that the Association is not in receipt of a response to the letter generated to The Villas requesting their landscape and signage plans. Chairman Brown reported that The Villas are facing other issues with respect to the completion of the property, and committed to conversing with D. R. Horton's attorney in this regard.

B. The Villas:
Chairman Brown reported that contact has been made with The Villas representatives. Management reported that The Villas have been notified of the

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monthly assessment of $21.00, through The Villas' attorney. Management was directed to inform The Villas that landscape plans and signage must first be approved by the ARB prior to installation.

C. **Road Maintenance Discussion:**
Chairman Brown reported that there is no new development in this regard.

D. **Street Sign Installation Status:**
Mangement reported that the street sign for the corner of Pickering and International Boulevard has been ordered and should be installed in the near future.

E. **Water Usage Contract:**
Chairman Brown stated that the agreement between the International Club Property Owners Association and the International Club Golf Course has been executed. An executed copy will be mailed to the Association office.

F. **Residents' Center Parking Area Deed:**
Chairman Brown reported that the residents' Center Parking Area Deed has been recorded, and the amendment to the documents reflecting this area as an exhibit will be forwarded to the Association office.

G. **Other:**
No other unfinished business was brought forth for discussion.

V. **NEW BUSINESS**

A. **Residence Center Construction Status:**
Chairman Brown reported that the Resident's Center is anticipated to be completed around April of 2004. It was noted that when the Resident's Center is complete, the Board would like to hold an Annual Members' Meeting in conjunction with the Grand Opening Social. Further discussion was tabled until the next meeting.

B. **ARB Review Procedures:**
Management noted that as the community grows, more ARB submittals will be received. It was suggested that the Board think about scheduling a monthly meeting to review the submittals. Management then requested the Board review the submitted proposed ARB guidelines, and to contact the management office with any proposed changes. Final changes are to be incorporated into the proposed guidelines and sent to the Board members prior to the next scheduled meeting.

C. **Violation Fine System Policy Discussion:**
Mangement presented the Board with a proposed violation fine system policy resolution. It was noted that the resolution gives to much time to the membership to have the infraction corrected. Management explained that a resolution defines what is stipulated in the Association's governing documents, however, the resolution can not change the verbiage. The changing of the verbiage would have to be done with an amendment to the documents. Following discussion, Chairman Brown committed conversing with legal counsel on possibly amending the enforcement section of the documents to ease the burden on the Association with respect to enforcing the rules and regulations.

V. **NEXT MEETING:**
The next meeting is scheduled for Tuesday, January 13, 2004 to commence at 2:00 pm, in the offices of D. R. Horton.

VI. **ADJOURNMENT:**
With no further business to discussion, a motion was made duly seconded and unanimously carried to adjourn the meeting at 3:05 p.m.

Submitted by: _____ _____
Vicki Gallagher, Recording Secretary — Date

Approved by: _____ 1/12/05
Doug Brown, President — Date

851717

STATE OF SOUTH CAROLINA)
) THIRD AMENDMENT TO
COUNTY OF HORRY) 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 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:

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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, this 26th day of March, 2004.

D.R. HORTON, INC.

By: _____
R. Doug Brown
Asst. Vice President

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 26th day of March, 2004.

_____
Notary Public for South Carolina

My Commission Expires: 9-16-13

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.

HORRY COUNTY ASSESSOR
TMS# 194-00-02-175
Map Blk Parcel

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 '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.

HORRY COUNTY ASSESSOR
TMS# 194-00-02-119
Map Blk Parcel
3-30-04

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ADD TO: 194-00-02-162
NEW PARCEL:
SPLIT FROM 194-00-02-107
Map Blk Parcel
8.30 pg

FILED
HORRY COUNTY, S.C.
2004 AUG -4 PM 12:01
BARRY 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.

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STATE 13.00 COUNTY 5.50

EXEMPT YES (NO) K

ASSESSOR _____

V.
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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.

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FILED

STATE OF SOUTH CAROLINA)
) FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR INTERNATIONAL CLUB
COUNTY OF HORRY)

REGISTER OF DEEDS

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:

12/28/04

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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.

Christine Sylvis

Isaac D. Hall

Barbara Jean Thomas

Megan Carey

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. 01SK6056662
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

12-24-04 JL

1-18-04

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INTERNATIONAL CLUB PROPERTY OWNERS' ASSOCIATION, INC.

REGULAR MEETING OF THE BOARD OF DIRECTORS

MINUTES

January 18, 2005

A Meeting of the Board of Directors of the International Club Property Owners' Association, Inc. was held on Tuesday, January 15, 2005 at 11:00 a.m. at the offices of D.R. Horton.

I. ATTENDANCE:

Board members Doug Brown and Ed Jerdon were present in person and Charles Flynn was present via telephone. Member Scott Floyd was absent. Also in attendance were Vicki Gallagher, Senior Manager and Kelly Lawson, Administrative Assistant of K. A. Diehl & Associates, Inc., managing agent.

Doug Brown, President, served as Chairperson of the Meeting.
Charles Flynn, Secretary/Treasurer, served as Secretary of the Meeting.
Kelly Lawson served as Recording Secretary of the Meeting.

II. APPROVAL OF MINUTES:

A motion was made by Mr. Jerdon, seconded by Mr. Flynn that the reading of the Minutes of the Regular Meeting of the Board of Directors held on January 14, 2004 be waived and approved as submitted. The motion carried unanimously.

III. FINANCIAL REPORTS:

A. Current Financial Statement:

Management reviewed the financial report for the period ending November 31, 2004, with questions posed and answered. The Board accepted the report as information.

Management noted that the December 31, 2004 financial reports will be generated late January due to year end procedures.

B. Accounts Receivable:

Management provided the Board with the accounts receivable report. Management reported that Lot __ remains at the Association's attorney's office for collection, and reminded the Board that a lien has been placed on the lot. Management then reported that a neighbor had contacted the Association Office reporting that he is trying to assist the owners of Lot ___ with their financial affairs. The Board directed Management to send an account update to the owners and request that they forward their intent, in writing, in bringing their account current by mid-February.

IV. UNFINISHED BUSINESS:

A. The Villas Update:

Chairman Brown reported that The Villas are currently in the process of executing the contract with the International Club with respect to their membership. He reported that The Villas' owners will be part of the International Club POA; however, will not be members of the community center or its' facilities.

B. Violation Fine System Policy Discussion:

Management presented a Violation Fine System Policy Resolution. Following discussion, **a motion was made by Mr. Flynn, seconded by Mr. Jerdon to adopt the policy as presented and attached to these minutes and identified as Exhibit "A". The motion carried unanimously.**

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Management stated the membership will receive a thirty (30) day notification prior to the policy becoming effective. The notification will be included in the next newsletter edition.

C. **Architectural Review Guidelines Discussion:**
Management presented Architectural Review Guidelines. Following discussion, the Board requested corrections. **A motion was made by Mr. Jerdon, seconded by Mr. Flynn to adopt the Architectural Guidelines as corrected as attached to these minute and identified as Exhibit "B". The motion carried unanimously.**

D. **Other:**
The Board entered into a discussion regarding signage permitted to be displayed in the community. Each neighborhood and/or condominium association will be permitted to display one two-sided v-sign for advertisement and must first be approved by the Association. Mr. Jerdon committed that the Golf Course will be removing their sign located at the front entrance. Management will notify The Villas of the policy regarding signage.

V. **NEW BUSINESS**

A. **Capital Contribution Discussion:**
Chairman Brown reported that a meeting has been scheduled with DR Horton's attorney relative to the requested amendment to the Association's Covenants & Restrictions for the inclusion of Working Capital on re-sales.

B. **Social Committee Charter Presentation:**
Management presented the Social Committee Charter to the Board for their review. **A motion was made by Mr. Flynn, seconded by Mr. Jerdon, to adopt the Social Committee Charter as presented, as attached to these minutes and identified as Exhibit "C". The motion carried unanimously.** A discussion ensued on the activities of the Social Committee. Management reported the Committee is very active. The Committee is requesting additional items for the community center. The Board requested Management provide an itemized list including costs. Mr. Jerdon commented that the golf course is concerned that patrons from the International Club community center will enter the golf course clubhouse facility in their bathing attire seeking refreshments. He then suggested food service at the community center to be provided by the golf course and committed to researching this possibility and present to the Board.

C. **The Glens Town home Association:**

1. **Status:**
Chairman Brown reported the first closing is to occur at the end of February.

2. **2005 Operating Budget:**
Management presented the proposed 2005 operating budget to the Board. She stated the assessment for the property is proposed at $86.00 per month for the Glens at International Townhomes Association, which is in addition to the $65.00 for International Club POA. **A motion was made by Mr. Flynn, seconded by Mr. Jerdon, to approve the Glens' 2005 Operating Budget as presented, as attached to these minutes and identified as Exhibit "D". The motion carried unanimously.**

D. **Front Entrance Roadway Discussion:**
Chairman Brown reported that the Declarant has changed the entry roadway radius as approved by Horry County. The entry road will also be upgraded to meet Horry County requirements. When completed and approved, the entry road will be turned over to the county. A brief discussion was entered into relative to funding this project.

E. **2005 Contract Landscape Maintenance Proposals:**
Management presented the Board with three (3) proposals for Landscape Maintenance. The Board requested Management to review the specifications with Sunbelt Landscaping again to ensure their price includes the same areas as the other proposals, with Management agreeing to the same. Following discussion, **a motion was made Mr. Jerdon, seconded by Mr. Flynn to approve the proposal offered by Sunbelt Landscaping with the following provision added: the contract should include a clause allowing for the renegotiation as new areas are added for service. The motion carried unanimously.**

F. **Development Update:**

1. **DR Horton:**
Chairman Brown reported DR Horton's neighborhoods are selling rapidly.

2. **Sunbelt:**
Mr. Flynn reported the last phase within Pebble Creek is sold out and he anticipates the completion within eighteen (18) months.

A discussion ensued regarding homeowner's representation on the Board of Directors when Sunbelt's interest expires. A discussion ensued and the Board committed to having representation; however, tabled discussion on the process.

G. **Community Center:**

1. **Card Access:**
Management presented the Board with three (3) proposals for the installation of a card access into the community center and the pool area. Following discussion, Chairman Brown authorized Management to accept the proposal from Carolina Sound at the proposed cost of $8,273.82.

The Board authorized management to issue two cards to each dwelling upon completion of the installation. The cost for an additional card will be $10.00 and the cost to replace a card will be $20.00. The community center rules will be amended to include reasons for card deactivation, which includes misuse of the pool and community center, as well as, a delinquent assessment account that becomes over 90 days in arrears.

2. **Folding Chairs:**
To be discussed at next meeting as part of the itemized list of additional items the Social Committee is requesting.

3. **2005 Contract Pool/Janitorial Services:**
A motion was made by Mr. Jerdon, seconded by Mr. Flynn to retain the services of Alliance Property Services as the Association's pool/janitorial service for period of January 1, 2005 through December 31, 2005 at a cost of $400.00 per month for pool service and $100.00 per week for janitorial services. The motion carried unanimously.

H. **2005 Management Agreement:**
A motion was made by Mr. Flynn, seconded by Mr. Jerdon to retain the services of K. A. Diehl & Associates, Inc., as the association's managing agent for the period of January 1, 2005 through December 31, 2005. The motion carried unanimously.

I. **Other:**
Management stated the parking lot for the community center is exceedingly dark and ARS, original electrician, has committed to installing 2 motion detectors at a cost of $500.00. Following discussion, it was the decision of the Board to forgo the motion

detectors and install a street light pole in this area as it will allow for better lighting. Management committed to contacting Horry Electric in this regard.

VI. **NEXT MEETING:**
The next meeting is scheduled for Tuesday, May 17, 2005 to commence at 2:00 pm, in the offices of DR Horton.

VII. **ADJOURNMENT:**
With no further business to discussion, a motion was made duly seconded and unanimously carried to adjourn the meeting at 11:30 a.m.

Submitted by: _____ _____
Kelly Lawson, Recording Secretary Date

Approved by: _____ _____
Doug Brown, President Date

INTERNATIONAL CLUB POA, INC.

ARBHITECTURAL GUIDELINES



ADOPTED: January 2005

INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION, INC.
ARBHITECTURAL 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 1) the compatibility of design among the single and multi-family homes, ii) to preserve and enhance the natural design objectives of the community, iii) to establish and maintain a harmonious design for the community, and iv) to promote and protect the value of properties within the International Club community.

In order to accomplish its purposes, the Covenants and Restrictions state that no construction of improvements of any nature whatsoever, will be commenced or maintained by the Association or any Owner, other than Declarant, on any portion of the Development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, patios, courtyards, amenities and recreational facilities, walls, fences, or exterior lights, nor will any building construction, exterior addition, change or alteration, be made (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 by the Developer.

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 ARB of the Association.

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

The Developer/ARB shall have the authority to waive requirements set forth in these 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 Architectural Review Board to continue to require strict compliance with the stated requirements.

You may appeal a decision of refusal by the Developer/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.

II. REVIEW AND APPROVAL PROCESS

A. Preliminary Review
Submit application and two copies of preliminary drawings to the ARB for preliminary review. Submitted documents must comply with Architectural Review Checklist.

B. Final Review
Submit application and two copies of final construction/modification/alteration drawings and specifications to the ARB for final review. Also submit exterior material and color samples.

C. 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.

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

E. Items which need no approval
- ✓ Changing of seasonal flowering plants and mulch
- ✓ Installation of kick-plates on doors
- ✓ Repaint house or trim in exactly the same color

III. HOMEOWNER GUIDELINES

Site Grading

1. Site grading should be kept to a minimum. Lots must have positive drainage.
2. Water run-off should be directed to natural swells or storm drainage facilities installed by the developer. Underground wells are strictly prohibited.

Driveways/Sidewalks

Driveway and sidewalk surfaces may be coated ***with*** ARB approval.

Outdoor Swimming Pools, Hot Tubs and Jacuzzis, Tennis Courts

1. Outdoor swimming pools require approval from the ARB. Above ground pools are not permitted. Pools are not permitted in front yards or within setback. Backwash from pools cannot go onto adjoining property. All such improvements shall be subject to approval of and compliance with all governmental laws and regulations (both State of South Carolina and Horry County).
   Note – Fence around pool area must be approved by the ARB and cannot be installed prior to swimming pool installation. Fence around pool deck not to exceed five (5') feet.
2. Hot Tubs and Jacuzzis require approval from the ARB. Hot tubs and Jacuzzis must be screened and locked. All such improvements shall be subject to approval of and compliance with all governmental laws and regulations (both State of South Carolina and Horry County).
3. Tennis courts are not permitted on any Lot within International Club.

Pets

No exterior dog houses, kennels, fenced runs or pens for the housing of any pet shall be maintained on any lot. 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 tiled 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. ***Pet owners are required to clean up after their pet.***

Exterior Lighting

1. Exterior lighting must be approved by the Developer/ARB. Colored lamps will not be permitted. Exterior lights and bug zappers must not be a nuisance to adjoining properties. Lamppost and low voltage decorative lighting must be approved by the Developer/ARB.
2. Sensor lighting must not infringe upon 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.

Trash Receptacles & Trash Pickup

Each homeowner is provided with a trash receptacle as required by the company contracted with to provide trash removal. The trash receptacle shall be visible from the streets on garbage pickup days only. Any trash receptacle screening must first be approved by the Developer/ARB.

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.

Utilities/Service Areas/Accessory Structures

1. No clothesline or drying yards shall be located upon the premises so as to be visible from any Common Area or other Units.
2. No window air-conditioning units will be permitted except in approved areas.
3. No structure of a temporary character shall be placed or allowed to remain upon any Unit at any time. 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.
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 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.
6. 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).

Landscaping

1. All landscaping must be maintained in a manner consistent with the standards of the community. It is expected that Property Owners will observe seasonal needs for replanting, changing of seasonal flowers and shrubs, and replacing mulch twice a year. No cultivated vegetable garden plots of any size are permitted.
2. 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.

Lawn and Garden Implements

Lawn and garden implements must be stored in the garage, or off-site, when not in use (i.e., wheelbarrow, rake, shovel, etc.). Garden hoses should be properly stored indoors or outdoors on suitable mounts, or neatly coiled up in an inconspicuous area.

Firewood

Firewood may be stored neatly only on that part of any Lot 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 rack above grade.

Recreational Equipment

1. Recreational equipment (i.e., basketball goals, bicycles, golf carts, etc.) must be stored indoors when not in use.
2. 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.

Vehicles

1. There will be no outside storage or parking upon any portion of the Development of any truck (other than pick-up trucks), commercial vehicles of any type.

   The following criteria would be considered an indication that a vehicle is a commercial vehicle:

   a) If the vehicle is over 7 feet long
   b) Tools are in the bed plainly seen
   c) The payload is more than 1 ton
   d) The vehicle can be divided into eight parts, those being the front and back driver and passenger door areas, the two front quarter panels and the two rear quarter panels. If there is writing on more than two of these areas the vehicle is considered a commercial vehicle.

2. Repair or restoring any vehicle of any kind upon or within a property is not permitted, except (a) within enclosed garages, or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to proper repair facility.
3. There will be no outside storage of unregistered or inoperative vehicles other than in a Dwelling's garage.

Banners/Signs/Letters.

1. No banners, signs, or letters shall be attached to any Unit or located in or about windows visible from the street or adjoining properties without Developer/ARB approval.
2. There is only one (1) approved for sale sign, which is Green w/ White lettering, 24" x 24", Subdivision logo, "For Sale" and Phone Number only. The for sale signs can be purchased at Sign Studio Graphics in Garden City at 651-3560.

Gazebos, Arbor, Trellises, Etc.

Structures such as gazebos, arbors, awnings, wishing wells or free standing trellises and the like are not permitted, unless written approval by the Developer/ARB is received.

Lakes - Fences/Barrier/Docks/Piers

1. 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.
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 Developer, 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 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.
3. No water vehicles shall be permitted in any body of water.

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 Subdivision.

2. 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 fro the golf course fairway area established by the golf course architect. All individual Lot or tract landscaping plans must be approved by the Developer/ARB before implementation.
3. There is a reserved to the Developer a "Golf Course Maintenance Easement Area" on each Lot or tract adjacent to any golf course located in the Subdivision.
4. 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.

Mailboxes

Each applicant will use the mailbox design and type purchased through the Developer.

Fences

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

2. Brick, wrought iron, and PVC plastic are recommended materials at this point. All fence designs, colors and the location of the fence must be approved by the Developer/ARB. Said fences shall match or compliment the colors of the exterior on the principal house structure. No chain link fences will be permitted by the Developer/ARB.

3. No fence may be constructed or allowed to be maintained on any Lot closer to any Lot line than the setbacks. No fence may be constructed or maintained on the portion of the Lot between the single family dwelling and the Golf Course Parcel, unless otherwise approved by the Developer/ARB.

4. Fences will not be constructed in the front yard of any lot. All fence locations must be approved by the Developer/ARB prior to installation.

5. 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.

V. ARBHITECTURAL GUIDELINES

Acceptable Exterior Materials

Acceptable exterior materials include:

Wood (painted or stained), brick (reds and browns) and vinyl siding.

Unacceptable Exterior Materials

Unacceptable exterior materials include:

Untreated wood, brick (glazed and/or yellow), concrete bricks, masonry block, exterior wainscoting and aluminum siding.

Roof and Gutter Colors

The use of vivid or bright colors or pastels is discouraged. Roofs should be dark colors. Gutters should be painted to match trim. Roof penetrations should be painted the same color as the roof. All exterior colors shall be approved by Developer/ARB.

Carports Garage Doors

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

Solar Devices

Solar devices are discouraged but may be approved by the Developer/ARB. Devices should be compatible with the site, and integrated with the Architecture.

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.

Windows and Doors

Windows and doors shall be compatible with 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. Any decorative doors (etched glass, grillwork, etc.) must be a full view front and will require Developer/ARB approval.

Service Signs

No service industry signs are permitted except for Security Systems deterrent sign (one); electric Invisible Fence sign. Signs must be tastefully located in the front of the residence, and should not exceed a maximum size of 12" x 12". All signage must be approved by the ARB.

Shutters and Storm/Screen Doors

Decorative Shutters:

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 Developer/ARB.

Storm/Screen Doors:

Storm/screen doors for front of house or facing any street must be full view (90%); side doors not facing any street must be 60% view. Color must match house trim. A catalogue cut of the proposed door must be submitted to the ARB for approval.

Hurricane Shutters:

Hurricane Shutters must be approved by the Developer/ARB. Such shutters may be put up no more than 72 hours prior to a predicted storm, and must be removed no later than 72 hours after emergency officials issue a reopening of the area to residents.

NOTE: The ARB can legally hire people to remove storm shutters at the homeowner's expense if the shutters remain up for a period of 14 days after re-entry is permitted.

Screened and Unscreened Porches

Screened and unscreened porches should match as closely as possible the house facade and trim. All porch additions must have Developer/ARB approval.

Exterior Paint Colors

The paint color of the exterior of residences, or screening, shall not be modified unless approved by the Developer/ARB.

Roofing shingles used for replacement or repairs must follow existing color as closely as possible. Any alterations must be approved by the Developer/ARB.

Construction Hours

Construction hours for modifications, additions and alterations are:

Weekdays:	Saturdays:	Sundays (Quiet Work Only)
7:00 a.m. to 6:00 p.m.	8:00 a.m. to 5:00 p.m.	9:00 a.m. to 5:00 p.m.

Application Submission and Payment of Review Fees and Deposits

- A completed application form in duplicate must be submitted by the property owner or the owner's agent with payment in full of any non-refundable Review Fee, and separate payment in full of any Impact or Landscape Deposits, made payable to "International Club POA", before the commencement of any construction activity of any type (modifications and alterations to existing residences).
- No plans will be accepted for review by the Developer/ARB until receipt of the application fee(s) and the completed Application for PERMIT for Residential construction/alternation. The application form must be signed and dated before review.
- The owner/agent should include with the application and fee all documents and other information, and submit to:

International Club
c/o Architectural Review Board
P. O. Box 2537
Murrells Inlet, SC 29576

Architectural Review Board Fee & Deposit

	Non-refundable ARB Review Fee	Impact Deposit *	Landscape Deposit*
1. Additions (under roof) **	$100.00	$250.00	$500.00
2. Pools **	$100.00	$250.00	$500.00
3. Masonry/Concrete Patios, Walks ** (over 100 square feet)	$ 50.00	$250.00	$250.00

4. Enclosed Covered Areas **	$ 50.00	$250.00	$250.00
5. Privacy Screens, Other Small Projects **	N/C	N/C	N/C
6. Fence Installation **	N/C	N/C	N/C
7. Roof Shingle Replacement **	N/C	N/C	N/C
8. Landscaping, Tree Removals, etc. **	N/C	N/C	N/C

** Include Site Survey with Application

*Impact and Landscape Deposits:

Portions of deposits may be refunded after completion of the project, final inspection and certificate of occupancy (under roof additions) is obtained from Horry County. 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.

Make two (2) checks: Check #1 for Review Fee; check #2 for both deposits.

Make checks payable to International Club.

Penalties/Fines – Architectural Guideline Violations

1. Failure to submit a required modification request – up to $50 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 step one – up to $100 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 per month until it is in compliance with an approved submittal.

STATE OF SOUTH CAROLINA)
) RIGHT-OF-WAY EASEMENT
COUNTY OF HORRY)

FILED RECEIVED NOV 30 2005
2006 FEB 28 AM 11:39
REGISTRAR OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, THAT I (or we) D.R. Horton, Inc.
In consideration of the sum of One Dollar, receipt of which is hereby ackriowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release, unto Horry County Council, and its successors and assigns, a right-of-way easement for the following road(s) named International Club Boulevard (A Portion) as shown on a plat prepared by Engineering and Technical Services, Inc. titled Boundary Survey of a portion of right-of-way of International Club Blvd. and dated October 12, 2005 said plat being recorded in the Horry County Register of Deeds at 191 @ 89 (located off Tournament Blvd.)

Said road right-of-way having been offered for dedication and said dedication being accepted by action of Horry County Council at its meeting on February 21, 2006

TO HAVE AND TO HOLD, all and singular, the said right-of-way and the rights hereinabove granted, unto the said Horry County Council, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my/our hand (s) and seal (s) this 11th day of November In the year of our Lord Two Thousand and five.

Signed, sealed and delivered in the presence of:

WITNESS #1

WITNESS #2

OWNER D.R. Horton Inc.

OWNER

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

Personally appeared before me Sheena F Stevens and made oath that he /she was present and saw the within named owner (s), Bradfield Bowden sign, seal and as their act and deed deliver the within easement for right-of-way; and that they with Patrick Walsh witnessed the execution thereof.

Sworn to before me this 11th day of November 20 05

Witness signature

Notary Public of South Carolina
My Commission Expires 4/13/10

D 19

STATE OF SOUTH CAROLINA)
) RIGHT-OF-WAY EASEMENT
COUNTY OF HORRY)

FILED RECEIVED NOV 8 2005
HORRY, S.C.
2005 FEB 28 AM 8:
REGISTRAR OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, THAT I (or we) D.R. Horton, Inc.
In consideration of the sum of One Dollar receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release, unto Horry County Council, and its successors and assigns, a right-of-way easement for the following road(s) named A portion of International Club Blvd (580 LF) and Pickering Drive (1510 LF) as shown on a plat prepared by Engineering and Technical Services titled Bpundary Survey of a portion of right of International Club Blvd.& Pickering Dr and dated Sept. 10,2004 said plat being recorded in the Horry County Register of Deeds at _____
(located off Jourmeur Blvd.)

Said road right-of-way having been offered for dedication and said dedication being accepted by action of Horry County Council at its meeting on February 21, 20 05

TO HAVE AND TO HOLD, all and singular, the said right-of-way and the rights hereinabove granted, unto the said Horry County Council, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my/our hand (s) and seal (s) this 11th day of November In the year of our Lord Two Thousand and five

Signed, sealed and delivered in the presence of:

Shawn F Stevens
WITNESS #1

OWNER D.R. Horton, Inc.

W. Patrick Walsh
WITNESS #2

OWNER

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

Personally appeared before me Shawn F Stevens and made oath that he /she was present and saw the within named owner (s), Bradford C. Bourdage sign, seal and as their act and deed deliver the within easement for right-of-way; and that Horry with W. Patrick Walsh witnessed the execution thereof.

Sworn to before me this 11th day of November, 20 05

Notary Public of South Carolina
My Commission Expires 4/13/05

Witness signature Shawn F Stevens

DEDICA-R 14 1/1/02

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HORRY COUNTY
WARRANTY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT D.R. Horton Inc. of Murrells Inlet, South Carolina, hereinafter referred to as "Developer", as principal is held and firmly bound unto the County of Horry, a Body Politic, existing under the laws of the State of South Carolina, as obligee in full and just sum of $ 37,570.00, lawful money of the United States of America, to the payment of which sum, well and truly made, the Developer binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer has lawfully developed and constructed a development in Horry County, South Carolina, known and identified as International Club Boulevard (A portion) and in connection therewith has constructed, certain roadways, drainageways, and other appurtenant road and drainage structures, and has dedicated those facilities to Horry County for public use and maintenance.

NOW, THEREFORE, the condition of this obligation is such that the Developer shall give to Horry County fee simple title to said improvements, and warrants that said improvements are in first-class condition, and shall remain in said condition, less normal wear, for a period of one (1) year from the date of action by Horry County Council to accept said facilities. Should said facilities, or any portion thereof require repair or replacement for failure of workmanship, materials, or damages resulting from any construction related activities, including utility construction or building construction performed by other parties who purchased land from said developer, within one (1) year from date of said acceptance, the Developer shall make the necessary repairs or shall be liable to Horry County in the amount of the full and just sum herein stated above for costs to repair and replace said facilities to a first-class condition. All repairs made shall be of good quality and shall be subject to an additional six month warranty with a suitable financial guarantee being posted for 125% of the estimated cost of the repair work as determined by the County Engineer.

SIGNED, SEALED, AND DATED this 11th day of November 2005

WITNESS:

Sheena F Stevens
Witness print name

Witness signature

DEVELOPER:

Bradford C. Brantley
Developer print name D.R. Horton, Inc.

Developer signature

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

The foregoing was acknowledge before me this 11th day of November, 2005 by

Notary Public
My commission expires: 4/13/10

D 23

FILED
HORRY COUNTY, S.C.
2006 OCT 23 PM 4:06
BALLERY V. SKIPPER
REGISTRAR OF DEEDS

Wilcox Buyck & Williams, P.A.
1991 Glenns Bay Road
Surfside Beach, SC 29575

STATE 930.80 COUNTY 893.80

EXEMPT YES (NO)

ASSESSOR _____

(Please do not write above this line – Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CHERYL TUCKER ESSEX, in the State aforesaid, for and in consideration of the sum of THREE HUNDRED FIFTY EIGHT THOUSAND AND 00/100 DOLLARS ($358,000.00), unto me paid by RONALD E. JARMUTH, [redacted] Bridgeport, WV 26330, 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 Ronald E. Jarmuth, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, all that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, and being more particularly described as Lot 12, Phase IA, on a Plat of Pebble Creek at the International Club prepared for Sunbelt Associates, LLC, by Robert A. Warner & Associates, Inc., dated August 21, 2000 and recorded October 24, 2000 in Plat Book 173 at page 64, Office of the Register of Deeds for Horry County, South Carolina, reference to which is craved as forming a part and parcel hereof.

This conveyance is made subject to that certain Declaration of Covenants and Restrictions of Murrells Inlet Golf Plantation dated January 31, 1999 and recorded February 8, 2000 in Deed Book 2117 at page 1353; also subject to that certain Amendment to Declaration of Covenants and Restrictions for Murrells Inlet Golf Plantation (Now International Club) and Submission of

DEED
3178 0180

D 25

3178 - 180

Additional Property thereto dated May 8, 2000 and recorded May 9, 2000 in Deed Book 2358 at page 1453, Office of the Register of Deeds for Horry County, South Carolina.

This property is further subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pebble Creek as recorded in Deed Book 2814 at page 1, Office of the Register of Deeds for Horry County.

Derivation: This being the identical property conveyed to the Grantor by Deed of Sunbelt Homes of Myrtle Beach, Inc. recorded September 27, 2001 in Deed Book 2412 at page 0046, Office of the Register of Deeds for Horry County.

HORRY COUNTY ASSESSOR 10-24-06 lu

Tax Map #: 194-39-01-008

Map Blk Parcel

Property Address: 249 Pickering Drive, Murrells Inlet, SC 29576

Grantee(s) Address: 31 Wexford Way, Bridgeport, WV 26330

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Ronald E. Jarmuth, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind herself and her heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Ronald E. Jarmuth, his heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 20th day of October, 2006.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cheryl Tucker Essex (L.S.)
Cheryl Tucker Essex

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantor sign, seal, and as her act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this
20th day of October, 2006.

Notary Public for South Carolina
My Commission Expires: 9-2-01

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 property being transferred is located at249 Pickering, Murrells Inlet, SC bearing Horry County Tax Map Number 194-39-01-008, was transferred by Cheryl Tucker Essex, to Ronald E. Jarmuth on 10/20/06.

3. Check one of the following: The deed is
   (a) _X_ 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 : ____

4 Check one of the following if either item 3(a) or item 3(b) above has been checked:
   (a) _X_ The fee is computed on the consideration paid or to be paid in money or money's worth *in the amount* of $358,000.00.
   (b) The fee is computed on the fair market value of the realty which is ____ ($) 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:	$ 358,000.00
(b) Place the amount listed in Item 5 above here:	0.00
(c) Subtract Line 6(b) from Line 6(a):	$ 358,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 1,324.60

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

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.

Ronald E. Jarmuth

SWORN to before me this
20th day of October, 2006

(L.S.)

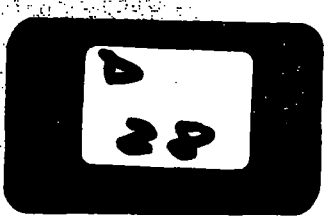
Notary Public
My commission expires: 1/28/14

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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

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:

The International Club
c/o Architectural Review Board
P.O. Box 2537
Murrells Inlet, SC 29576

or hand-deliver to K. A. Diehl & Associates at 11524 Highway 17S Bypass.

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.

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 mended to provide guidance to homeowners regarding the most common improvements and decorative changes to homes. Since there may be requests for other chances than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertaking any chance 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 jacuzzi's 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. Lamp post 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 M2008 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 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 Owners 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, take, 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:

The International Club
c/o Architectural Review Board
P.O. Box 2537
Murrells Inlet, SC 29576

or hand-deliver to K. A. Diehl & Associates at 11524 Highway 17S Bypass.

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. Thev are intended to provide guidance to homeowners reaardina the most common improvements and decorative changes to homes. Since there may be reauests for other chances than those covered in these Guidelines, homeowners are advised to contact any member of the ARB before undertakina 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 chanae is necessary. ***Homeowners should also refer to The International Club COVENANTS and RULES & REGULATIONS.***

RE: Architectural Review Board Minutes & ARB Approvals

From: **babel@sccoast.net** (babel@sccoast.net)
Sent: Mon 1/01/01 12:00 AM
To: babel@sccoast.net

That sounds eminently reasonable.

Relatedly, how far back do you have the mintues of the meeings of the Board of Directors? I wo

Thank you.

>From: "Beckie Abel" <babel@sccoast.net>
>To: "'Ronald Jarmuth'" <ronaldjarmuth@msn.com>
>CC: "'Jane Bowers'" <kojaca@netzero.net>,"'George Comer'" <gnecomer@gmail.com>
>Subject: RE: Architectural Review Board Minutes & ARB Approvals
>Date: Mon, 16 Jun 2008 10:05:30 -0400
>MIME-Version: 1.0
>Received: from smtp1.sccoast.net ([66.153.203.168]) by bay0-mc3-f5.bay0.hotmail.com with Micro
>Received: from 79.150-pool-xdsl-mi.sccoast.net ([66.153.150.79]:1542 helo=kad8)by smtp1.sccoas
>X-Message-Info: JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+2wCW4LegkYQav29Pp7Mm4E=
>X-MSMail-Priority: Normal
>X-Mailer: Microsoft Outlook, Build 10.0.6626
>X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.3198
>X-HELO-Warning: Remote host 66.153.150.79 79.150-pool-xdsl-mi.sccoast.net incorrectly presente
>Return-Path: babel@sccoast.net
>X-OriginalArrivalTime: 16 Jun 2008 13:31:53.0408 (UTC) FILETIME=[56E72C00:01C8CFB5]
>
>I will be happy to email you the ARB minutes that we have in our system.
These minutes are specific to the applications and the decisions on each so
they should suffice for your purpose. If you need other specific
>information after reviewing these minutes, I will try to assist you.
>
>Please understand that I will try to get to this as soon as possible and it
>may not be today.
>
>Thanks.
>
>Beckie Abel, PCAM
>K.A. Diehl & Associates, Inc.
>
>
>-----Original Message-----
>From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
>Sent: Friday, June 13, 2008 11:04 PM
>To: babel@sccoast.net
>Subject: Architectural Review Board Minutes & ARB Approvals
>
>
>Please mail or email me the ARB minutes for as far back as you have them, as
>
>well as the list of what ARB requests have been approved (including
>homeowner lot & what was approved). I actually don't expect you to have the
>
>approvals for prior to 2008 as I asked you about this at the end of 2007
>(looking for the ones for my lot) and you told me that none had been
>perpetuated.
>
If this is a very large body of documents I would appreciate copies of what
you can manage and will arrange to come in with my own portable copy machine
>
>and copy the rest some time in July.



Page 4217

>
>Thank you for your attention to this.
>
>Ronald Jarmuth
>249 Pickering Drive
Murrells Inlet, SC 29576 / 843-314-4355 (please note this phone number is my
>contact #).
>
>
>
>

RE: Maintenance Required

From: **babel@sccoast.net** (babel@sccoast.net)
Sent: Mon 1/01/01 12:00 AM
To: babel@sccoast.net
Cc: willj@sccoast.net; pehlen@wrstarkey.com; rcorfield@netzero.net; rtoth@sccoast.net

Thank you for being on top of this.

>From: "Beckie Abel" <babel@sccoast.net>
>To: "'Ronald Jarmuth'" <ronaldjarmuth@msn.com>
>CC: "William Jacques" <willj@sccoast.net>,"Patrick Ehlen" <pehlen@wrstarkey.com>,"Reginald Co
>Subject: RE: Maintenance Required
>Date: Mon, 23 Jun 2008 16:25:58 -0400
>MIME-Version: 1.0
>Received: from smtp1.sccoast.net ([66.153.203.168]) by bay0-mc12-f18.bay0.hotmail.com with Mic
>Received: from 79.150-pool-xdsl-mi.sccoast.net ([66.153.150.79]:2476 helo=kad8)by smtp1.sccoas
>X-Message-Info: JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+2wCW4LegkYQav29Pp7Mm4E=
>X-MSMail-Priority: Normal
>X-Mailer: Microsoft Outlook, Build 10.0.6626
>X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.3198
>X-HELO-Warning: Remote host 66.153.150.79 79.150-pool-xdsl-mi.sccoast.net incorrectly presente
>Return-Path: babel@sccoast.net
>X-OriginalArrivalTime: 23 Jun 2008 19:51:59.0619 (UTC) FILETIME=[995B0D30:01C8D56A]
>
>Mr. Jarmuth,
>I responded to these concerns to let you know that our maintenance staff has
>already addressed the lights by checking them and ordering several bulbs for
those that were burnt out. He also adjusted the faucet so that the cold and
hot work as usual. I am forwarding your other requests to the Board as I do
>not have the authority to spend unbudgeted funds without their approval.
>
>Thanks for your concerns.
>
>Beckie Abel, PCAM
>K.A. Diehl & Associates, Inc.
>
>
>-----Original Message-----
>From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
>Sent: Monday, June 23, 2008 3:03 PM
>To: babel@sccoast.net
>Subject: Maintenance Required
>
>
>On the web blog I mentioned that the light bulb in the club house men's room
>
>has been burned out for some time and that the shower control is not working
>
>properly. I had tried to bring this to the attention of a committee and
>received a number of replies that I should bring it directly to you at
>diehl. Besides the light bulb being out, if the light in the shower (when
>working) does not come on with the room switch there needs to be
>clarification of how to turn it on. Also, as one turns the shower control
>counter clockwise instead of getting hot it gets colder - and clockwise
>(which is not the way these work) it gets warm - but never hot. The sink
>has hot water so it appears the cartridge and setting are defective.

In addition, I am requesting that the shower have an "L" shaped disabled
>person rail attached. These are approximately 1.5" in girth and are
>installed under the shower, are continuous, and make a right turn down the
>long wall - a grab bar. I suggest one in the women's room in the club house

D 30

>
>as well. Besides being a safety item, these bring the showers into
>conformance as disabled friendly.
>
>Thank you.
>
>
> >From: "Beckie Abel" <babel@sccoast.net>
> >To: "'Ronald Jarmuth'" <ronaldjarmuth@msn.com>
> >Subject: RE: Architectural Review Board Minutes & ARB Approvals
> >Date: Mon, 23 Jun 2008 11:39:50 -0400
> >MIME-Version: 1.0
> >Received: from smtp1.sccoast.net ([66.153.203.168]) by
> >bay0-mc7-f7.bay0.hotmail.com with Microsoft SMTPSVC(6.0.3790.2668); Mon, 23
> >
> >Jun 2008 08:05:50 -0700
> >Received: from 79.150-pool-xdsl-mi.sccoast.net ([66.153.150.79]:3729
> >helo=kad8)by smtp1.sccoast.net with esmtp (Exim 4.60)(envelope-from
> ><babel@sccoast.net>)id 1KAnc5-00018D-3Ffor ronaldjarmuth@msn.com; Mon, 23
> >Jun 2008 11:05:49 -0400
> >X-Message-Info:
> >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+2wCW4LegkYQav29Pp7
> >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+Mm4E=
> >X-MSMail-Priority: Normal
> >X-Mailer: Microsoft Outlook, Build 10.0.6626
> >X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.3198
> >X-HELO-Warning: Remote host 66.153.150.79
> >79.150-pool-xdsl-mi.sccoast.net
> >incorrectly presented itself as kad8
> >Return-Path: babel@sccoast.net
> >X-OriginalArrivalTime: 23 Jun 2008 15:05:50.0327 (UTC)
> >FILETIME=[9FA90070:01C8D542]
> >
> >I am sure these minutes are done, but I cannot release them to the
> >owners until they are approved. This will be done in July at that
> >meeting on the 11th.
> >
> >Beckie Abel, PCAM
> >K.A. Diehl & Associates, Inc.
> >
> >
> >-----Original Message-----
> >From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
> >Sent: Saturday, June 21, 2008 11:28 AM
> >To: babel@sccoast.net
> >Subject: RE: Architectural Review Board Minutes & ARB Approvals
> >
> >
> >I am in receipt of the several emails you sent me with ARB minutes as
> >attachments. Thank you.
> >
> >I seem to be missing the following:
> >
> >June 2008 minutes (I spoke to several ARB members and they assured me
> >they had the June minutes; perhaps they confused the agenda with the
> >minutes. However, the minutes should long be finished and I would
> >apprreciate a copy.
> >
> >January, 2006
> >March, 2006
> >January, 2007
>July, 2007 which was a .zip document; upon unzipping I found only XML
>material - no zipped doc. Please send me the .doc version. January,
> >2008
> >
> >* February, 2008 This is not missing. When I opened it I thought it

> >was
> >a
> >
> >duplicate of the March 2008 minutes because the date center top was
>March 2008 but upon closer reading I found the text said that the
>meeting was held
> >
> >on February 1, 2008. Upon reading the March minutes I noted that the
> >ARB moved to correct the date error on the February minutes. Since
> >this was approved the copy with the date error does not exist and
> >should be corrected
> >
> >per the vote of the ARB to read the correct date.
> >
> >Suggestion: file name the minutes by YY_MM_DD_followed by your text
> >label.
> >
> >This way they will sort in your File Explorer and any target minutes
> >will
> >be
> >
> >easy to find. As labelled they don't group together in the file
> >explorer browser.
> >
> > >From: "Beckie Abel" <babel@sccoast.net>
> > >To: "'Ronald Jarmuth'" <ronaldjarmuth@msn.com>
> > >Subject: RE: Architectural Review Board Minutes & ARB Approvals
> > >Date: Wed, 18 Jun 2008 12:35:33 -0400
> > >MIME-Version: 1.0
> > >Received: from smtp1.sccoast.net ([66.153.203.168]) by
> > >bay0-mc9-f7.bay0.hotmail.com with Microsoft SMTPSVC(6.0.3790.2668);
> > >Wed,
>18
>
> > >Jun 2008 09:01:51 -0700
> > >Received: from 79.150-pool-xdsl-mi.sccoast.net ([66.153.150.79]:1559
> > >helo=kad8)by smtp1.sccoast.net with esmtp (Exim 4.60)(envelope-from
> > ><babel@sccoast.net>)id 1K906V-0006Ol-7Ofor ronaldjarmuth@msn.com;
> > >Wed, 18 Jun 2008 12:01:47 -0400
> > >X-Message-Info:
> > >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+2wCW4LegkYQav29P
> > >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+p7
> > >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+Mm4E=
> > >X-MSMail-Priority: Normal
> > >X-Mailer: Microsoft Outlook, Build 10.0.6626
> > >X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.3198
> > >X-HELO-Warning: Remote host 66.153.150.79
> > >79.150-pool-xdsl-mi.sccoast.net incorrectly presented itself as kad8
> > >Return-Path: babel@sccoast.net
> > >X-OriginalArrivalTime: 18 Jun 2008 16:01:52.0058 (UTC)
> > >FILETIME=[9F57B1A0:01C8D15C]
> > >
> > >I'll send you what I have on both. I will need to send you at least
> > >two emails as these files will be too many for one.
> > >
> > >Thanks.
> > >
> > >Beckie Abel, PCAM
> > >K.A. Diehl & Associates, Inc.
> > >
> > >
> >-----Original Message-----
> >From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
> > >Sent: Wednesday, June 18, 2008 11:04 AM
> > >To: babel@sccoast.net
> > >Subject: RE: Architectural Review Board Minutes & ARB Approvals

> > >
> > >
> > >That sounds eminently reasonable.
> > >
> > >Relatedly, how far back do you have the mintues of the meeings of the
> > >Board of Directors? I would like this too, as these are very
> > >informative about the guidance given to the various committees and
> > >give perspective on what is
> > >
> > >behind the various decisions we read about in the web site.
> > >
> > >Thank you.
> > >
> > >
> > > >From: "Beckie Abel" <babel@sccoast.net>
> > > >To: "'Ronald Jarmuth'" <ronaldjarmuth@msn.com>
> > > >CC: "'Jane Bowers'" <kojaca@netzero.net>,"'George Comer'"
> > > ><gnecomer@gmail.com>
> > > >Subject: RE: Architectural Review Board Minutes & ARB Approvals
> > > >Date: Mon, 16 Jun 2008 10:05:30 -0400
> > > >MIME-Version: 1.0
> > > >Received: from smtp1.sccoast.net ([66.153.203.168]) by
> > > >bay0-mc3-f5.bay0.hotmail.com with Microsoft SMTPSVC(6.0.3790.2668);
> > > >Mon,
> > >16
> > > >
> > > >Jun 2008 06:31:53 -0700
> > > >Received: from 79.150-pool-xdsl-mi.sccoast.net
> > > >([66.153.150.79]:1542 helo=kad8)by smtp1.sccoast.net with esmtp
> > > >(Exim 4.60)(envelope-from <babel@sccoast.net>)id 1K8EoJ-0007Wc-5K;
> > > >Mon, 16 Jun 2008 09:31:51 -0400
> > > >X-Message-Info:
> > > >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+2wCW4LegkYQav2
> > > >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+9P
> > > >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+p7
> > > >JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+Mm4E=
> > > >X-MSMail-Priority: Normal
> > > >X-Mailer: Microsoft Outlook, Build 10.0.6626
> > > >X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.3198
> > > >X-HELO-Warning: Remote host 66.153.150.79
> > > >79.150-pool-xdsl-mi.sccoast.net incorrectly presented itself as
> > > >kad8
> > > >Return-Path: babel@sccoast.net
> > > >X-OriginalArrivalTime: 16 Jun 2008 13:31:53.0408 (UTC)
> > > >FILETIME=[56E72C00:01C8CFB5]
> > > >
> > > >I will be happy to email you the ARB minutes that we have in our
> > > >system. These minutes are specific to the applications and the
> > > >decisions on each so they should suffice for your purpose. If you
> > > >need other specific information after reviewing these minutes, I
> > > >will try to assist you.
> > > >
> > > >Please understand that I will try to get to this as soon as
> > > >possible and it may not be today.
> > > >
> > > >Thanks.
> > > >
> > > >Beckie Abel, PCAM
> > > >K.A. Diehl & Associates, Inc.
> > > >
> > > >
> > > >-----Original Message-----
> > > >From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
> > > >Sent: Friday, June 13, 2008 11:04 PM
> > > >To: babel@sccoast.net
> > > >Subject: Architectural Review Board Minutes & ARB Approvals

> > > >
> > > >
> > > >Please mail or email me the ARB minutes for as far back as you have
> > > >them, as
> > > >
> > > >well as the list of what ARB requests have been approved (including
> > > >homeowner lot & what was approved). I actually don't expect you to
> > > >have the
> > > >
> > > >approvals for prior to 2008 as I asked you about this at the end of
> > > >2007 (looking for the ones for my lot) and you told me that none
> > > >had been perpetuated.
> > > >
> > > >If this is a very large body of documents I would appreciate copies
> > > >of what you can manage and will arrange to come in with my own
> > > >portable copy machine
> > > >
> > > >and copy the rest some time in July.
> > > >
> > > >Thank you for your attention to this.
> > > >
> > > >Ronald Jarmuth
> > > >[redacted]
> > > >Murrells Inlet, SC 29576 / 843-314-4355 (please note this phone
> > > >number is my
> > > >
> > > >contact #).
> > > >
> > > >
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Re: Functions of Pool Committee and IC Buzz

rom: **ICBOARD** (rory@sccoast.net)
t: Thu 6/19/08 8:08 PM
To: Ronald Jarmuth (ronaldjarmuth@msn.com)

Good evening, Mr. Jarmuth:

Thank you for your email and questions.

The Amenity Center and the ladies and mens shower room are under the Building and Grounds Committee. Apparently not many men use that shower . I did received a call from one of my neighbors this week about the hot water situation and within 24 hours you sent your observations to ICbuzz.

So, in the future, if you notice anything out of sorts the first place to go is K.A. Diehl.

I appreciate your concern. Feel free to contact me with any questions or suggestions.

Sincerely,

Rosemary Toth
Pres. - Int'l Club HOA

----- Original Message -----
From: "Ronald Jarmuth" <ronaldjarmuth@msn.com>
<rory@sccoast.net>
t: Thursday, June 19, 2008 6:59 PM
ubject: Functions of Pool Committee and IC Buzz

> As you may note, I recently posted to ICBuzz that members who use the
> men's room in the clubhouse to shower should be aware that the shower
> light is out, that it is unclear how to turn the light on / off if it
> works, and that the shower control is defective.
>
> Some members responded that folks should contact Diehl directly, that "no
> one is your servant".
>
> I note that the charter of the pool committee is:
>
> "The Pool Committee will assist the International Club Board of Directors
> in overseeing the upkeep and maintenance of the pool. They will also make
> recommendations to the Board of Directors of proposed improvements or
> maintenance..."
>
> I am at a loss as to how the pool committee can oversee the upkeep and
> maintenance and can propose improvements of same if they are unaware of
> maintenance issues / problems. The shower light / fixture has been a long
> standing problem (I reported it to Diehl in September 2007). If the
> sensitive respondents on ICBUZZ are correct, I am at a loss to understand
> what the pool committee is supposed to do, and how they are supposed to
> learn of problems, especially long standing ones (also, I am perplexed as
> to how come none of them noticed the problems).
>
lso, the problem with the light and mis-operation of the shower control
s a safety issue and I would think that other members would want to know
> about it before they attempt to use the shower in the mens' room.

D 31

> So, perhaps you can clarify for me and the readers of ICBuzz the issue of
> notifying other members of safety issues and how the pool committee is
> supposed to satisfy it's tasking "in the dark".

Thank you.

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

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:

D 32

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.

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

Instrument#: 2008000081522, DEED BK: 3344 PG: 2068 DOCTYPE: 069 06/20/2008 at 01:29:04 PM, 5 OF 5 HALLERY 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.

RDB

SC Title 10

From: **Rosemary Toth** (rtoth@sccoast.net)
Sent: Sat 6/28/08 4:08 PM
To: Ronald Jarmuth (ronaldjarmuth@msn.com)
Cc: Beckie Abel (babel@sccoast.net)

Mr. Jarmuth:

SC Title 10 Chapter 5 section 10-5-210 applys to public buildings. The Amenity Center and Pool are private buildings so this does not apply.

Regarding your second question, depending on the section of road they may be on a county portion. No, they do not pay permit fees. If you can identify the company truck please call K.A.Diehl and let them know. They will handle the problem.

Thank you for your interest and concern,

Rosemary Toth



Re: Late "Fees" on Monthly POA Assessments

From: **rory@sccoast.net** (rory@sccoast.net)
Sent: Mon 1/01/01 12:00 AM
To: rory@sccoast.net
Cc: pehlen@wrstarkey.com; willj@sccoast.net; cycle829@yahoo.com; rtoth@sccoast.net; rcorfield@netzero.net

Please cite the place in the covenants or bylaws which provides the HOA the authority to charge

As to the Diehl $10 fee, I fail to see what expense of theirs this is supposed to cover. There

AND -- didn't the Board send something out in writing when it discussed the stabilized per hous

Again, when was the $35 late fee voted on by the board?

>From: "ICBOARD" <rory@sccoast.net>
>To: "Ronald Jarmuth" <ronaldjarmuth@msn.com>
>CC: "Pat Ehlen" <pehlen@wrstarkey.com>,"Bill Jacques" <willj@sccoast.net>,"Patrick Ehlen" <cyc
>Subject: Re: Late "Fees" on Monthly POA Assessments
>Date: Tue, 15 Jul 2008 17:55:24 -0400
>MIME-Version: 1.0
>Received: from smtp1.sccoast.net ([66.153.203.168]) by bay0-mc8-f20.bay0.hotmail.com with Mic
>Received: from 71.64-150-132-net.sccoast.net ([64.150.132.71]:56683 helo=DBPL3341)by smtp1.scc
>X-Message-Info: JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+2wCW4LegkYQav29Pp7Mm4E=
>References: <BAY115-F405917EF51383F2B0EC04FA28C0@phx.gbl>
>X-MSMail-Priority: Normal
>X-Mailer: Microsoft Outlook Express 6.00.2900.3138
>X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.3198
>X-HELO-Warning: Remote host 64.150.132.71 71.64-150-132-net.sccoast.net incorrectly presented
Return-Path: rory@sccoast.net
X-OriginalArrivalTime: 15 Jul 2008 21:55:26.0019 (UTC) FILETIME=[7D008130:01C8E6C5]
>
>Mr. Jarmuth:
>
>The Association charges a $25 late fee (which is within their
>authority and not considered usury), and K.A. Diehl charges a $10
>administration fee which is outlined in the management agreement
>signed by the Board. The Association receives the $25 late fee, not
>K.A. Diehl. Should an owner contact the K.A. Diehl office with
>regards to having a problem making payment, K.A. Diehl has usually
>taken off their charge as a courtesy.
>
>Rosemary Toth
>
>
>----- Original Message ----- From: "Ronald Jarmuth"
><ronaldjarmuth@msn.com>
>To: <rory@sccoast.net>; <rcorfield@netzero.net>;
><willj@sccoast.net>; <jugasraiders@aol.com>; <cycle829@yahoo.com>
>Sent: Tuesday, July 15, 2008 10:24 AM
>Subject: Late "Fees" on Monthly POA Assessments
>
>
>>I am trying to understand where the $35 additional charge came from
>>which one seems to be expected to pay to Diehl if one's monthly
>>assessment of $ 70 does not arrive before the last day of the month.
>> I have previously asked one of the board members about it, I
>>believe it was Bill Jacques, and if my recollection is accurate he
>>stated he does not recall such a charge ever being approved. My
>>recollection is further that I read in a recent communication from
>>the board that there was a $ 5 late fee, which was not translated
>>onto the payment slips.



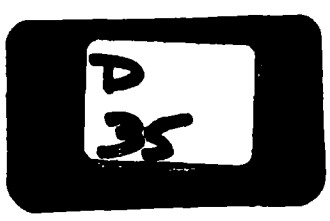
>>
>>Can someone please educate me on when the $35 "fee" was approved
>>and the basis for that charge in the covenants. My problem with
>>the matter is that the covenants prescribe authority to impose no
>>more than 18.5% annual interest on amounts due, which would run for
>>the period late and not be a fixed fee, and would be pennies on the
>>dollar per day. The covenant seems to say that the 18.5 percent
>>does not apply if a lower state usury cap applies. Since the HOA
>>is not a bank such a cap may apply.
>>
>>Another problem with the slips is that they say "POA" and when I
>>looked to the secretary of state for the articles of incorporation
>>we are a "Home Owners Association", not a POA. The technical
>>issue that this raises is that anyone cashing a check written to
>>the POA to the benefit of the HOA has a problem because the HOA is
>>technically not the payee, and I don't think that we have
>>registered an alias name (DBA) with the secretary of state.
>>
>>The $35 flat charge translates into 600% annualized interest rate,
>>which seems to be usuriou and violative of the covenants; even a $
>>5 fee may be a problem since it exceeds the 18.5 if the monies due
>>are paid in a short period past due. Since lost interest earned in
>>today's market is trivial, we are not losing money for marginally
>>late money, since we aren't forced to borrow to cover the late
>>amount.
>>
>>When I went to look at my tax records for the past several years I
>>discovered that I don't seem to be able to find an annual (or
>>quarterly or monthly) statement of my account. When I was on the
>>board of another HOA we issued them monthly. While it is some time
>>since I studied for my MBA I seem to recall that good accounting
>>practices includes issung at least annual statements of accounts.
>>Since we are a non-profit (per the Secretary of State) we should be
>>able to mail them at severely reduced postage costs. If you agree
>>that the $35 charges were questionable, than the statements are
>>important to determining how much was overcharged for late
>>payments.
>>
>>Another thing -- what is your collective understanding about paying
>>the assessments at Diehl instead of mailing them all the way to
>>Atlanta, Georgia? I would think that we would be able to get BB&T
>>to perform the service of collecting the checks and crediting our
>>accounts, perhaps for no charge since they would have the use of
>>substantial money on float, and would perhaps be able to take
>>payments over the counter. I looked in the covenants and couldn't
>>find any requirement to pay the assessments out of state, or by
>>mail. Am I overlooking something?
>>
>>I welcome your individual, and collective thoughts on the issues I
>>have reaised regarding the correct use of our corporate name, the
>>late "fees", accounting, and payment alternatives.
>>
>>I can be reached at 843-314-4355 if one of you desires to discuss
>>these matters.
>>
>>
>>
>

TOPS 2000 Emailed Report

From: **Beckie Abel** (babel@sccoast.net)
Sent: Fri 8/08/08 12:28 PM
To: 'Ronald Jarmuth' (ronaldjarmuth@msn.com)
Attachments:
PRINT OWNER TELEPHONE DIRECTORY[08-08-2008].pdf (145.6 KB)

Ron,
In the interest of saving money, I am emailing you the resident telephone directory for the owners that we currently have in our system.

Thanks.
Beckie Abel, PCAM
K.A. Diehl & Associates, Inc.



Re: [HOAmail] Tournament Blvd.

From: **rtoth@sccoast.net** (rtoth@sccoast.net)
Sent: Mon 1/01/01 12:00 AM
To: rtoth@sccoast.net

Actual Date is 2008-10-05

My house - 249 Pickering Drive.

Re International Club Drive -- do you mean that DR Horton, who owns the Drive from approx next

I find it interesting that the county is using the extra sales tax money from the last vote to

>From: "Rosemary Toth" <rtoth@sccoast.net>
>To: "Ronald Jarmuth" <ronaldjarmuth@msn.com>
>Subject: Re: [HOAmail] Tournament Blvd.
>Date: Sat, 4 Oct 2008 17:51:10 -0400
>MIME-Version: 1.0
>Received: from smtp1.sccoast.net ([66.153.203.168]) by bay0-mc11-f23.bay0.hotmail.com with Mic
>Received: from 48.157-pool-avail-mi.sccoast.net ([66.153.157.48]:53125 helo=DBPL3341)by smtp1.
>X-Message-Info: JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+2wCW4LegkYQav29Pp7Mm4E=
>References: <BAY115-F39ADD930BEDB7406671062A23C0@phx.gbl>
>X-MSMail-Priority: Normal
>X-Mailer: Microsoft Outlook Express 6.00.2900.5512
>X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.5579
>X-HELO-Warning: Remote host 66.153.157.48 48.157-pool-avail-mi.sccoast.net incorrectly present
>Return-Path: rtoth@sccoast.net
>X-OriginalArrivalTime: 04 Oct 2008 21:51:10.0987 (UTC) FILETIME=[507375B0:01C92568]
>
>Good Evening, Mr. Jarmuth.
>
Thank you for your inquiry regarding the Hwy. 17 Connector. I will
>be happy to provide you with a copy of the Agreement and will
>include a page from my own Title Insurance which refers to this
>road. Tournament Blvd. is an encumbered county road (we are all
>encumbered by it). I have never heard of an encumbered road until
>we moved here. What that means is the county maintains the blacktop
>and the drainage. We and others along Tournament Blvd., through the
>Hwy. 17 Connector, maintain the dividing strip as well as the side
>of the road. If it were totally a county road the grass and weeds
>would be bushwhacked two times a year. This road was cut through by
>agreement with the county and developers owning land on either side
>so that the land could be developed. Russ Campbell, Prince Creek's
>developer, championed the cause. That was the simple explanation.
>
>International Club Blvd. is now a county road. By the end of the
>year the last third of our community's roads should be in the county
>system too. It is so interesting to find out how things come
>together here in the South Strand.
>
>Please provide me with an address to send the agreement to and I
>will make a copy of it and send it out this coming week.
>
>Very truly yours,
>
>Rosemary Toth
>
>
>



----- Original Message ----- From: "Ronald Jarmuth"
><ronaldjarmuth@msn.com>
>To: <rtoth@sccoast.net>

>Sent: Friday, October 03, 2008 9:56 AM
>Subject: RE: [HOAmail] Tournament Blvd.
>
>
>>Rosemary --
>>Am I missing something or isn't there an obvious contradiction
>>between the old agreement to maintain (contribute money) Tournament
>>Boulevard and the county's obvious complete dominion over that
>>road?
>>
>>Can you get (and pass on to me) a copy of the agreement? My
>>suspicion (based on some research) is that the agreement came into
>>force when there was no "Tournament Boulevard". Back then there
>>was a small road of a lower grade than McDowell Shortcut (which
>>used to end at Indigo Creek's back entrance and didn't go on to
>>707). That predecessor to Tournament was called "Kaminski
>>Boulevard" (to the extent it existed) and did not seem to be a
>>county road. It appears to have obviously need tender loving care
>>to attract buyers to the developments planned along it, thus the
>>agreement between (long gone) builders to improve / maintain it.
>>Along the way, after the improvements, the road was deeded to the
>>County, which obviously is using our tax dollars to our advantage
>>in this regard. I thus question the agreement which may have been
>>mooted by the dedication and acceptance of Tournament to the
>>county.
>>
>>In the alternative, a county decision would mean an obligation to
>>maintain a much larger infrastructue than was put in place by the
>>signatories, changes made by the county w/o the agreement of the
>>sigantories to the agreement.
>>
>>This is particularly interesting since the HOA does not own any
>>road leading from the International Club to Tournament, nor does
>>the county own any road leading from the International Club to
>>Tournament Boulevard (i.e, International Club Drive). Most of that
>>road and it's shoulders are private property (and "private" is not
>>the HOA).
>>
>>==========
>>
>>From: "Rosemary Toth" <rtoth@sccoast.net>
>>Subject: [HOAmail] Tournament Blvd.
>>Date: Thu, 2 Oct 2008 19:26:20 -0400
>>
>>Good evening, Neighbors.
>>
>>I received an email from the Greater Burgess Community Association
>>asking that I let our community know that Horry County is planning
>>to repave Tournament Blvd. beginning October 8. Also included in
>>the project are the addition of much needed turn lanes. Doug
>>Maschin, a member if the Greater Burgess Community Association
>>Board, has been working closely with the County engineering
>>Department since July to make suggestions and review issues. The
>>contractor plans are to do the six turn lanes, the repairs to the
>>roadway, the 2 foot widening and the overlay of the entire road.
>>The contractor is Palmetto, Inc. This is going to require daytime
>>lane closures and detours. Palmetto estimates that it will take
>>between 3-4 weeks to complete the road, weather permitting.
>>
>>
>

Re: [HOAmail] Tournament Blvd.

From: **Rosemary Toth** (rtoth@sccoast.net)
Sent: Sun 10/05/08 11:27 AM
To: Ronald Jarmuth (ronaldjarmuth@msn.com)

Will send it out sometime this week. All of International Club Blvd. is a county road.

----- Original Message -----
From: "Ronald Jarmuth" <ronaldjarmuth@msn.com>
To: <rtoth@sccoast.net>
Sent: Saturday, October 04, 2008 7:24 PM
Subject: Re: [HOAmail] Tournament Blvd.

> My house - 249 Pickering Drive.
>
> Re International Club Drive -- do you mean that DR Horton, who owns the
> Drive from approx next to the Condos out to Tournament, will be deeding it
> over? Horton is the owner.
>
>
> I find it interesting that the county is using the extra sales tax money
> from the last vote to pave roads all over Horry w/o any conditions, where
> there are more alligators than people and almost no property taxes coming
> in, and over here where they get lots of money somehow this community
> which contributes a lot in property taxes has to pay more.

From: "Rosemary Toth" <rtoth@sccoast.net>
To: "Ronald Jarmuth" <ronaldjarmuth@msn.com>
>>Subject: Re: [HOAmail] Tournament Blvd.
>>Date: Sat, 4 Oct 2008 17:51:10 -0400
>>MIME-Version: 1.0
>>Received: from smtp1.sccoast.net ([66.153.203.168]) by
>>bay0-mc11-f23.bay0.hotmail.com with Microsoft SMTPSVC(6.0.3790.2668); Sat,
>>4 Oct 2008 14:51:10 -0700
>>Received: from 48.157-pool-avail-mi.sccoast.net ([66.153.157.48]:53125
>>helo=DBPL3341)by smtp1.sccoast.net with smtp (Exim 4.60)(envelope-from
>><rtoth@sccoast.net>)id 1KmFlq-00089N-0S; Sat, 04 Oct 2008 17:51:10 -0400
>>X-Message-Info:
>>JGTYoYF78jEHjJx36Oi8+Z3TmmkSEdPt3Mi6GgUSv7yYKHQgGfDe+2wCW4LegkYQav29Pp7Mm4E=
>>References: <BAY115-F39ADD930BEDB7406671062A23C0@phx.gbl>
>>X-MSMail-Priority: Normal
>>X-Mailer: Microsoft Outlook Express 6.00.2900.5512
>>X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.5579
>>X-HELO-Warning: Remote host 66.153.157.48 48.157-pool-avail-mi.sccoast.net
>>incorrectly presented itself as DBPL3341
>>Return-Path: rtoth@sccoast.net
>>X-OriginalArrivalTime: 04 Oct 2008 21:51:10.0987 (UTC)
>>FILETIME=[507375B0:01C9266B]
>>
>>Good Evening, Mr. Jarmuth.
>>
>>Thank you for your inquiry regarding the Hwy. 17 Connector. I will be
>>happy to provide you with a copy of the Agreement and will include a page
>>from my own Title Insurance which refers to this road. Tournament Blvd.
s an encumbered county road (we are all encumbered by it). I have never
eard of an encumbered road until we moved here. What that means is the
>>county maintains the blacktop and the drainage. We and others along



RE: Tournament Blvd.

From: **rtoth@sccoast.net** (rtoth@sccoast.net)
Sent: Mon 1/01/01 12:00 AM
To: rtoth@sccoast.net

Thank you. I don't expect you to work miracles. That you need some time tells me that you d

>From: "Rosemary Toth" <rtoth@sccoast.net>
>To: "Ronald Jarmuth" <ronaldjarmuth@msn.com>
>Subject: Tournament Blvd.
>Date: Sun, 12 Oct 2008 11:42:12 -0400
>MIME-Version: 1.0
>Received: from smtp1.sccoast.net ([66.153.203.168]) by bay0-mc5-f1.bay0.hotmail.com with Micr
>Received: from 174.64-150-132-net.sccoast.net ([64.150.132.174]:57833 helo=DBPL3341)by smtp1.s
>X-Message-Delivery: Vj0zLjQuMDt1cz0wO2w9MDthPTA=
>X-Message-Info: JGTYoYF78jHj0drPuFNbSTDgtJ8GCor4402jEZ16urJVeYTRWtKOYMFnQIc1aP4TTkw7PfoT9W4RHI
>X-MSMail-Priority: Normal
>X-Mailer: Microsoft Outlook Express 6.00.2900.5512
>X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.5579
>X-HELO-Warning: Remote host 64.150.132.174 174.64-150-132-net.sccoast.net incorrectly presente
>Return-Path: rtoth@sccoast.net
>X-OriginalArrivalTime: 12 Oct 2008 15:42:15.0297 (UTC) FILETIME=[19DB3710:01C92C81]
>
>Mr. Jarmuth:
>
>I will do my best to locate a copy of exhibit E for you this week. Give me a couple of days a
>
>Rosemary Toth

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Re: My fone call Oct 16 - Nov 3 2003 document

From: **Ronald Jarmuth** (ronaldjarmuth@msn.com)
Sent: Thu 10/16/08 2:45 PM
To: beckie.abel@kadiehl.com

I am perpetuating the request I made earlier today by telephone for a copy of a November 3, 2003 document signed by the Plantation Golf AD LLC and the International Club HOA which addressed the sale by the golf course to the HOA of what eventually became the amenity center parking lot on the side adjacent to the golf course parking lot.

This document may shed light on what agreement was made not only for the sale of the parking lot land, but also as to assessment dues accrued but not paid (by the golf course) to the level required by the covenants.

I am requesting a copy of the November 3, 2003 document irrespective if it addresses that issue or not. If there is any other document which addresses the issue of what the golf course owes, I would appreciate a copy of any such document.

If you need to discuss this with me, I can be reached, as always, at 843-314-4355.

Thank you for your attention to this matter.

Ron Jarmuth

D 39

Date:	11/17/08	Time:	9:55 AM
Pages:	1	Duration:	0 min 26 sec
Recipient:	Abel, Beckie	Company:	International Club POA / KA Kiehl
Fax Number:	1,843-357-9890	Subject:	Demand for Accounting _Refund Overpaym
Type:	Fax		

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
November 17, 2008

International Club HOA, Inc
c/o K A Diehl & Associates
11740 Frontage Road
Murrells Inlet, SC 29576
843-357-9888 x163
843-357-9890 fax
beckie.abel@kadiehl.com

Subject: Request for Accounting of Payments in Last 24 Months

Dear Sirs:

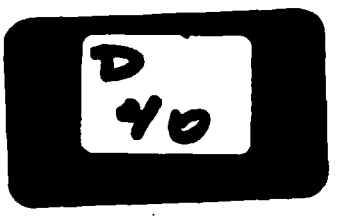
Please send me a statement of my assessment account for the last twenty-four (24) months, specifically the date and amount of each payment you received, and my current balance. I believe that my account should show a balance in my favor above and beyond the required assessment payments. Please send me a check in the amount of the over payments instead of carrying a running overpayment balance in my favor.

I believe that as a matter of law I am entitled to either a periodic statement of my account or a receipt for each payment made. I have never received either. Please advise if you intend to provide one or the other in the future, and if a periodic statement, the date(s) on which these will be issued.

Thank you for your attention to this matter.

Sincerely,

Ronald Jarmuth
Ronald Jarmuth



1

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
December 12, 2008

Rosemary Toth, President
International Club Homeowners Assoc. Inc
238 Seville Drive
Murrells Inlet, SC 29576-7585

BY CERTIFIED MAIL

Request to HOA Board to Correct Overcharges by Horry Telephone Company (HTC) for Cable TV and to Obtain Refunds

Dear Madam President:

I am requesting that the Board deal with irregularities in the HTC Cable arrangement and to correct the problems I have identified below.

In the minutes of the November 11, 2008 meeting of the Board, it appears that the Board has decided that it will ignore any questions posed to it over ICBuzz. According to the minutes at least one board member stated that the Board should also ignore questions posed via mail and respond only to a face - to - face appearance at a meeting - thus cutting the general body of homeowners out of the discussion.

I believe that SC Code 33-31-830 requires the members of the board, in their fiduciary capacity, to provide me and the members at large answers to the issues I am raising.

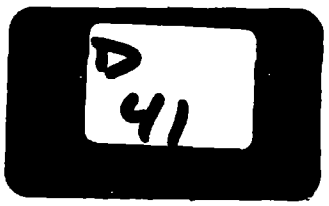
Issues Summary

1. **The HTC Contract is Void.**
2. **Rate increases have been collected 3 months before they are permitted under the (void) contract.**
3. **HTC has charged illegal rate increases and we are due refunds.**
4. **Irregularities in Cable Income Accounts.**

Discussion

1. **The HTC Contract is Void.** I am requesting that the Board explore alternative arrangements with Time-Warner and even HTC, specifically including fiber optic connectivity and improved rates.

On October 31, 2007 the Federal Communications Commission (FCC) issued a decision on Docket No. 07-51, titled "In the Matter of exclusive Service Contracts for Provision of Video Services in Multiple Dwelling Units and Other Real Estate Developments". The Order was released November 13, 2007. On page 48 of that Order the FCC issued a new rule:



"Subpart X -Access to Multiple Dwelling Units and Centrally Managed Real Estate Developments.
47 C.F.R. §76.2000. Exclusive Access to Multiple Dwelling Units Generally
(a) Prohibition. No cable operator or other provider of MVPD service subject to 47 U.S.C. § 548 shall enforce or execute any provision in a contract that grants to it the exclusive right to provide any video programming service (alone or in combination with other services) to a MDU. ***All such exclusivity clauses are null and void.***
(b) Definition. For purposes of this rule, MDU shall include … any other centrally managed residential real estate development (such as a gated community … ."

Attached to the Order was the Statement of Commissioner Jonathan S. Adelstein, which read in part:

"… I am pleased to support this Order which should lower barriers for the entry of new competitors and expand the options for video services available to the millions of Americans who live in … condominiums … and other centrally-managed real estate developments. … Too often, the landlord gets paid off while the tenants are stuck with no choice or bad service …. This Order addresses the use of exclusive agreements between multichannel video programming distributors (MVPDs) and private real estate developers and owners of MDU properties for video services. Significantly, the Order finds that exclusive access arrangements amount to anticompetitive practices that prevent or greatly hinder providers from providing MDU residents video programming."

2. **Rate increases have been applied 3 months before they are permitted under the (void) contract**. I am requesting the Board obtain and provide refunds for the overcharges (for each year).

Schedule A of the void HTC contract provided that the first rate period expired on April 1, 2004 and thereafter annual increases were permitted. Thus each year's new rates are effective April 2 of that year - not January 1.

Since the HOA acts as an agent for HTC in collecting cable fees it is also responsible to assure that fee increases are not prematurely applied. For example, our 2008 budget shows a 5.02 percent increase in our cable rates - and applies it to assessments as of January 1, 2009. Because this is a "pass through", any increase should not be applied until April 2, 2009 (if permitted at all).

3. **HTC has charged illegal rate increases and we are due refunds.**

The initial cable charge was $ 14.83 through April 1, 2004.

a. **No notice**. Horry County Code Section 6.5.3(a) provides that any provider who desires to increase cable rates shall

> *"notify all subscribers at least thirty (30) days before the cable operator desires the increase to take effect. This notice may not be given more often than annually".*

No notice has been given the homeowners.

b. The price increases have consistently been over the legal maximums - including that scheduled for 2009. The correct maximum rate should be $ 16.84 effective April 2, 2009 - ignoring that the contract is void. **I am requesting the Board obtain refunds for all prior overcharges**. See table attached below.

Horry County Code Section 6.5.3(g)(2) provides that no rate increase may be applied which *"exceeds the price cap established by the FCC,".*

In document DA 08-2252 on October 9, 2008 the FCC Issued an Order relating to rate changes allowable by Cable TV Providers which stated in part:

> "Pursuant to 47 C.F.R. § 76.922(d)(2) and § 76.922(e)(2) of the Commission's rules, cable operators may adjust … their rates for inflation. … All adjustments are based on changes in the Gross National Product Price Index (GNP-PI) as published by the United States Department of Commerce, Bureau of Economic Analysis (BEA). The [FCC] Media Bureau obtained the chain-type price indexes from the BEA news release dated September 26, 2008…"

The FCC attached a table listing the permissible maximum rate changes back through 2001.

The table below incorporates the initial 2004 rate charged, the FCC allowable maximum rate changes, applies them to the initial rate, and compares them to the most recent actual charges. Clearly we have been systematically overcharged. The invalid explanation attempted is that this is allowed per the contract negotiated by the Developer with HTC. However, the entire area has been "pre-empted" by law and no rates may be enforced by a cable operator which exceed that allowed by law. See Table I, next.

	Contract Rate	FCC Rate Factor	Allowable Rate	Actual Rate
2003	$14.83	1.00%	-	
2004	-	3.23%	$14.83	
2005	-	2.57%	$15.31	
2006	-	3.31%	$15.70	17.66
2007	-	2.65%	$16.22	18.73
2008	-	1.11%	$16.65	20.34
2009	-	-	$16.84	21.36
	Effective April 2 each year	Applies to following year		

Table I - Rate Changes, Permitted and Actual

4. **Irregularities in Cable Income Accounts.** The Board is requested to investigate and explain irregularities in the accounting for Cable income. The Board is requested to state whether the Golf Course is allowed to be exempted from the cable contract - and to state what covenant provision permits this, or to disclose golf course cable contract collection amounts for prior and current years.

In computing the percent increase of cable income from 2007 to 2008 and again from 2008 to 2009 I expected to see the same percent change in all neighborhood gross cable revenues to the HOA - since the per house cable rate is the same. The 2008 to 2009 change was consistent - approximately 5.02 percent.

The 2007 to 2008 increases were NOT consistent across neighborhoods. Pebble Creek and The Glenns had a 8.6 percent increase in gross collections. Parenthetically, this exceeds the 7 percent cap provision in the void HTC contract. Gross collections from the Highlands increased by 5.28 percent from 2007 to 2008, from the Links by 3.33 percent, and from the Meadows by 3.17 percent. The only explanation which I can think of is that new units were built in the Highlands, the Meadows, and the Links. Any other explanation hints of a financial irregularity.

I am requesting the Board to investigate and explain the inconsistencies in cable revenues from 2007 to 2008. See Table II, next.

	2007	2008	2009	Units
PC Cable	$ 49,897.00	$ 54,186.00	$ 56,904.00	222 units
		108.60%	**105.02%**	
Glens Cable	$ 10,564.00	$ 11,472.00	$ 12,048.00	47 units
		108.60%	**105.02%**	
Highlands Cable	$ 22,026.00	$ 23,188.00	$ 24,348.00	95 units
		105.28%	**105.00%**	
Links Cable	$ 23,150.00	$ 23,920.00	$ 25,116.00	98 units
		103.33%	**105.00%**	
Meadows Cable	$ 13,486.00	$ 13,913.00	$ 14,616.00	57 units
		103.17%	**105.05%**	

Table II - Cable TV Income By Neighborhood

Ronald Jarmuth

Ronald Jarmuth, Member, International Club HOA

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
December 12, 2008

Rosemary Toth, President
International Club Homeowners Assoc. Inc
238 Seville Drive
Murrells Inlet, SC 29576-7585

BY CERTIFIED MAIL

Request to HOA Board to Answer Questions About Proposed 2009 Budget

Dear Madam President:

I am requesting that the Board deal with questionable items or omissions in the Proposed 2009 HOA Budget, and specifically to answer my questions and take action to modify the budget to correct problems I have identified.

I believe that SC Code 33-31-830 requires the members of the board, in their fiduciary capacity, to deal with these issues in a responsible manner and to provide me and the members at large answers to the issues I am raising.

Issues Summary

1. There are many inconsistencies in the 2009 Budget when compared to the 2008 budget.

2. In violation of the covenants, the Golf Course is being permitted to pay less than they are required to pay, amounting to over $ 100,000 (estimated) from 2004 thru 2008. This means that each homeowner is subsidizing the Golf Course by $ 50 each year - $ 200 over 4 years.

3. The Highway 17 Connector Association is over-assessing us, perhaps by 400 percent, because they are incorrectly including property which is not subject to their assessment.

4. The Budget does not call for collection of over $ 100,000 due from developers who have sold units in 2004 and thereafter (at $ 1,000 per unit). The Budget does not call for collection of additional funds due ($ 150 per unit) when units were / are sold in Bally Castle, Grand Vistas, Cambridge, and The Fairways.

Specific Items

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I. Budget Irregularities - Examination of 2007 - 2008 - 2009 Budgets

1. Account 7403 Why does Residence Club Fee income triple?

2. Account 7520 Why does Pool Supplies go up 25%?

3. Account 7523 Why does Contract Pool Maintenance just about double?

4. Account 7543 If contract pool landscape maintenance will go down approximately 20 % why doesn't other landscape maintenance also go down?

5. Account 7571 Why does the contract janitor expense just about double?

6. Account 7706 Why aren't we using Vonage for our phone expense and cutting the cost by 75 percent?

7. Account 7850 Why does the pool suddenly have an operating contingency of $ 5,400 ? (from zero)

8. Account 7900.1 What is the basis for us to reduce our amenity center / pool replacement reserve expense by approximately 1/3 ?

9. Account 1401 / 2401 / 3401 / 4401 / 5401 What is the 2009 sub-division incomes for each area ? Why has this disappeared from the budget?

10. Account 6401 Why is the Golf Course income not shown in the budget for 2009 (it was there in 2007 and 2008)? Why has the Golf Course been paying LESS per year instead of more or at 100%? Why isn't the covenant enforced for 50 units? If they paid their share we wouldn't need to increase assessments !!! In 2008 the Golf Course reduced what they paid by 1/3.

11. Account 401 How does "Regular Assessments" go up approximately 13 percent? Is that because when, you exclude cable tv and trash and the amenity center, there is a 13 percent increase in master association operating costs otherwise invisible?

12. Account 540 How come Landscaping of the general area went up 400 percent? With reduced gasoline costs and folks looking for work landscaping should DROP dramatically?

13. Account 542 How come irrigation maintenance (sprinkler heads on Horton's private stretch of International Club Drive)

is going up 33 percent?

14. Account 543 What has happened to cut the cost of maintaining the lakes by 50 percent when other landscaping went up 400 percent?

15. Account 545 How come landscape maintenance (not landscaping) goes up 20 percent when prices are otherwise going down?

16. Account 610 How come the office supplies expense DOUBLED?

17. Account 612 Postage. Since we send everything to the same zip code we can mail our stuff at business rate, approximately 32 cents an ounce instead of 42 cents an ounce. Why hasn't Diehl pointed this out? We can save approximately 25 percent ($ 1,500) on postage?

18. Account 620 Legal. Aren't we ignoring the legal expenses we are paying attorney O'Day in the dispute with the Condo's which could easily be thousands of dollars next year? Isn't the Condo's litigating over alleged fiscal mis-management.

19. Account 622 Why weren't we told that the Board is going to pay Diehl 4 percent more; isn't every other management firm looking for work? Prices and costs have gone DOWN. Has this contract been competed for 2009? Who else was asked to bid?

20. Account 623 Insurance. Has anyone explained how the last developer board justified paying $ 12,000 in insurance when our insurance - after the developer bowed out - is now $ 2,000 ???

21. Account 640 Annual Meeting - How come this is going to double in cost ($ 750 up to $ 1,540)? If the school board has increased rental costs we could rent a Fraternal hall or a church.

22. Account 703 What happened to the trash removal expense in the general area? A $ 3,400 expense doesn't just disappear from the budget without explanation.

23. Account 706 Telephone. See comments on Vonage.

24. Account 800 Contingency. Up to $ 10,000 from ZERO. Is this the expected cost of lawyer O'Day to defend the HOA board from a Co-op lawsuit?

25. The master association income from the condos & the Cambridge is MISSING! Where is this? Where is the matching expense items. This is NOT a wash item. It is unaccounted for

income and expenses. It appears to be unaccounted for in prior years as well. What did the auditor say about this?

26. The Covenants require us to collect $ 1,000 from the Developers for each unit built and sold beginning in 2004. This includes neighborhoods added to the Planned Unit Development (PUD). According to the Amendment #3 to the Covenants, March 29, 2004, Section 7.2, any *builder wishing to construct single family or multi=family dwellings in the subdivision shall also contribute* [$ 1,000] *to the capital improvement* [fund]".

The Plats accompanying the deed conveying property to Horton from Plantation AD clearly show Bally Castle, The Fairways, and The Grand Vistas as part of the PUD.

27. Golf Course assessments are omitted from the accounts shown on the proposed 2009 budget. In 2008 the Golf Course paid less than in 2007. The November 2008 Board minutes indicated that the Board will again permit the Golf Course to pay 35 PARTIAL assessments, not the 50 full assessments called for in the covenants. Since 2004 the Golf Course has never paid the 50 full assessments required by the Covenants. Since the Board has no authority to vary a covenant mandate, what does the Board propose to do to collect a shortfall which probably amounts to over $ 100,000 for the period 2004 - 2008? This means that each homeowner is subsidizing the Golf Course by $ 50 each year - $200 over 4 years Why has the Golf Course been permitted to vote in elections when the Covenants prohibit an owner from voting who has not met it's covenant obligations?

II. Our Highway 17 Connector Contribution.

1. The HOA budget is silent about "our" contribution to the Highway 17 Connector Association ("*Hwy 17*"). Our board has stated our participation and collective membership in that association.

2. What is the amount that the Board proposes to pay the Highway 17 Connector Association in 2009? What budget account includes this? Where in the Covenants is there authority to collect and disperse these funds to Highway 17?

3. The *Hwy 17* Board has admitted to me in writing that it owns no property (it long ago deeded Tournament Boulevard aka Kaminski Blvd to Horry County), that it has no encroachment permits from Horry County (meaning it is not allowed to do any planting or "maintenance" of Tournament Blvd), and that it has never held an election or distributed a budget satisfying SC law. Do you propose to challenge it's administrative disbursements which form the basis of a major part of Hwy 17's assessment against us? For an organization with no recurring

expenses and no obligations, they have a huge administrative share of revenue - approximately 25%. An additional 1/6 of it's income goes to "contingencies & reserves" yet it has no obligations and nothing to replace.

4. What does the Board propose to do about the failure of Hwy 17 to hold meetings, elections, to provide notices to our homeowners, and to determine whether specific Hwy 17 contracts (which we have been paying for through our board's disbursements to Hwy 17) are not wasteful, fraudulent, or abusive?

5. What does our Board propose to do to assure that Hwy 17 does not over-assess our area?

a. In 2007 *Hwy 17* collected $ 55,000 from various HOA's along Tournament Blvd - including our HOA - and in 2008 collected $ 65,000. According to *Hwy 17* this is based on a proportion of total acreage in the various communities. Prince Creek and the various Tournament Communities go into their computation. Per their correspondence, *Hwy 17* doesn't have a clue as to the actual acreage or ownership of property.

b. Our interest is to minimize our exposure to waste, fraud or abuse by assuring that we are not over "taxed" by Hwy 17. It appears to me that we ARE being "over assessed".

c. *Hwy 17* claims that our master HOA subject to their assessment consists of 442 acres out of 657 acres along Tournament Blvd (plus Prince Creek). To get to that figure *Hwy 17* includes the acreage developed by Signature Homes, by Horton, the land and roads deeded to the County, and the land belonging to the Golf Course. See Table I.

Non-Prince Creek *Highway 17* Assessable Property (per Hwy 17)

	Acres	Our Acres	Correct Acres
Myrtle Beach Farms Co	12.6		
Myrtle Beach Farms Co	5.3		
Burroughs and Chapin	16.0		
M&D Development, LLC	35.9		
Seacoast Associates, LLC	10.0		
DR Horton, Inc.	113.2	113.2	113.2
Signature Homes	51.5	51.5	
ADA Ocean Blvd Development	13.1		
Davis Mining & Manufacturing	201.6	201.6	
International Club	77.9	77.9	
Cypress Estates	21.0		
Crossman Communites	50.4		
Wynbrook	48.2		
total acres	656.7	444.2	113.2
% of total acres		67.64%	17.24%
Hwy 17 Assessments on Above	$18,561	$12,555	$2,164

TABLE I

d. Hwy 17 assesses the collective group of subdivisions (listed above) at $ 18,561 - based on proportion of acreage. Based on their acreage statements and budget, our master HOA (and we homeowners) seem to be assessed at $ 12,555. The 2008 and 2007 assessments are hidden some place in our master HOA's budget.

e. The *Hwy 17* approach is contrary to and violates the *Highway 17* Connector Association Covenants. That document, which I obtained from the Horry County Recorder of Deeds, has a provision which excludes from assessment (1) the land owned by the Golf Course ("Tournament Players Club"), as well as (2) any wet lands (read that as our lakes plus the marsh to the left and right of International Club Drive), (3) land dedicated to the County (read that as all our roads), and (4) land owned by a non-profit organization (read that as our HOA.

f. Signature Homes developments (The Enclave) may have been added to our master HOA by amendments to OUR covenants - but that did not subject that acreage to the *Hwy 17* covenants, as that land was outside the Plantation AD tract in 1999. The more correct computation of subject acreage leaves only less than 113 acres (this number includes lakes and wetland). Using

this acreage our master HOA should pay only $ 2,164 (or less), leaving $ 10,000 less to collect in assessments.

g. *Hwy 17* insists to me that they have the right to collect assessments from our master HOA and to ignore us, and to deny us any vote. This is contrary to their covenant. They assert that our master HOA has the obligation to collect assessments from us for them instead of *Hwy 17* going to us individually - and cites a provision of the *Hwy 17* covenant which they allege allows them to work through our master HOA instead of dealing with homeowners. Please recall that only actual owners of property are members of *Hwy 17* - not the HOA's or sub-HOA's.

h. Hwy 17 claims that HOA's "'shall have the obligation to collect any assessments hereunder' on behalf of the Association" per *Hwy 17* Covenant Article V Section 1. That text actually addresses "sub-associations" without any context. Since associations are defined in the Hwy 17 covenants only as <u>the</u> *Hwy 17* association itself, and since our HOA is NOT a sub association of *Hwy 17* (see the respective corporate charters from the SC Sec of State) the covenant phrase arguably refers only to *Hwy 17* sub- associations, which do not exist, not MASTER HOA's. If *Hwy 17* wants money from us they should be made to bill us directly - and to give us copies of budgets, to hold annual meetings, to keep a record of director meetings and decisions, and to elect officers.

i. As a parenthetical note, *Hwy 17* says that the following subdivisions evolved from the Plantation AD tract, are subject to *Hwy 17* assessment, and are voting members of our master HOA:

Seacoast Associates (The Villas)
DR Horton
ADA Ocean Boulevard Development
International Club
Davis Mining and Manufacturing (the golf course)
Sunbelt Associates (Sunbelt Homes)
Signature Homes (including The Fairways and perhaps The Enclave)

j. Hwy 17 says it comes to this perception from the original designation of property.

k. Hwy 17 also states that from actual deeds, they have concluded that "The Villas, The Glenns and Cambridge are sub-associations within the International Club". They are uncertain about the Grand Vistas - but have included that acreage in their assessable total. Note that *Hwy 17* considers <u>The Enclaves</u>

(Signagure Homes) as within the master HOA.

III. CAPITAL CONTRIBUTIONS OWED BY DEVELOPERS TO MASTER ASSOCIATION CAPITAL IMPROVEMENT FUND

1. Our Budget includes many capital improvement items which are properly chargeable to capital reserves - instead of being exclusively financed by operating income. Capital Reserve contributions have been erroneously entered as regular income in prior budgets. This specifically includes the $ 1,000 per unit which developers are supposed to contribute to capital reserves beginning in 2004.

a. Many of the items in the 2009 budget (e.g., road signage, permanent landscaping - trees) are capital improvements.

b. On or about March 29, 2004, by Amendment 3 to the Covenants, any builder or developer

> *"wishing to construct single family or multi=family dwellings in the subdivision shall also contribute … One Thousand and no/100 ($1,000.00) per home sold to an Owner for capital improvements."*

- Amendment to section 7.2 of the Covenants.

c. It appears that we have never collected any of this money. This requirement does NOT require that a builder or developer be (optionally) deemed a "designated builder". Collection of these sums due from the builders or developers could easily yield over $ 100,000 (i.e., how many of those units are there?) and satisfy all our "capital improvement renewal and reserve" needs without raising assessments.

d. Bally Castle, The Grand Vistas, and The Cambridge are definitely within the domain of the master HOA (with voting rights) and the Fairways appears to be in the PUD as well (but not the Enclave). These units are subject not only to the $1,000 capital contribution but to an additional $ 150 general contribution per section 6.7 of the Covenants (which we have not collected from them).

2. What is the Board going to do to research prior obligations and to enforce any unpaid payments mandated by the Covenants?

Ronald Jarmuth

Ronald Jarmuth, Member, International Club HOA

The International Club HOA
C/o 238 Seville Drive
Murrells Inlet SC 29576-7585

Mr. Ronald E. Jarmuth
249 Pickering Drive
Murrells Inlet SC 29576-7585

December 17, 2008

Dear Mr. Jarmuth:

Thank you for your letter. The Board will take it under advisement as soon as we can.

Good wishes to you and your family for a Happy Holiday and a Healthy New Year.

Sincerely,

Rosemary Toth
President / Int'l Club HOA

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Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
December 19, 2008

International Club HOA

c/o KA Diehl, Registered Agent
11740 Hwy 17 Bypass S
Murrells Inlet, SC 29576
843-357-9888 x163 843-357-9890 fax
beckie.abel@kadiehl.com

Rosemary Toth, President
238 Seville Drive
Murrells Inlet, SC 29576-7585
843-651-1392
rtoth@sccoast.net

SUBJECT: Request to inspect and copy "Diehl" Management Contracts

Dear Ms. Toth and Ms. Abel in your respective capacities:.

Reference: Phone conversation December 19th on this subject.

1. In accordance with SC Code 33-31-xx and Section 3.8 of the Covenants I am demanding to inspect and copy all contracts between the International Club HOA and K.A. Diehl, the designated management agent / registered agent. A contract is a "record" of the HOA.

a. Section 3.8 requires that all "books, records, and financial statements [shall be made] available for inspection by all Owners … upon reasonable notice".

b. The statute provides that "**a member is entitled to inspect and copy, at a reasonable time and location specified by the corporation, any of the records of the corporation**".

2. I am prepared to bring my own portable copying machine and to perform the copying myself. In lieu of my inspecting and copying the Diehl contracts I will accept "pdf" copies emailed to me.

3. In the referenced telephone conversation earlier today I was told that I may not inspect nor copy any of the Diehl contracts, and that those corporate documents are available only for the secret inspection by the Board.

a. The Diehl contracts do not concern a personnel employment matter of the HOA, as the contract is a service contract and no Diehl employee is an employee of the HOA.

b. There is no statutory privilege of secrecy between a non-profit corporation and it's contractors. Even if Diehl was an attorney engaged in litigation for the HOA the retention contract would be subject to disclosure

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because it would state the terms of retention, not a legal strategy or theory of a case.

c. The statutes provide a very limited privilege only in the case of a religious non-profit corporation. No exclusion is provided in the covenants or bylaws, nor in the statutes, and lacking an explicit exclusion all documents are subject to inspection and copying.

d. Veiling a contract in secrecy removes the only opportunity for the members to identify waste, fraud or abuse. The board acts in a fiduciary capacity, is not entitled to any remuneration, and is subject to criminal prosecution for unlawful or unwise acts. There is thus a positive obligation at law to allow the beneficiaries of the fiduciary capacity to undertake any act to assure that the fiduciaries are acting in due diligence for the benefit of the members. This is not to say that any allegation of waste, fraud or abuse is being raised, only that the common law principal of a beneficiary of a trust being able to act to verify proper performance applies here.

4. I was told in the referenced conversation that it is the policy of KA Diehl to deny access to the management contracts between it and the various HOA's it services. I assert that this is not a privilege which is available to Diehl, since HOA members are in effect direct parties to the management contracts. The veil of secrecy is only applicable if each and every concerned party consents. I am not so consenting.

5. There are many questions which can only be explained by an examination of the management contract. An example at play here is why Diehl does not have copies of the minutes of all board meetings. I am told that the contract only requires Diehl to have a recording representative at four (4) board meetings a year, and that their responsibility as to record keeping is limited to those minutes. Given the further requirement under law and covenants that all meetings of boards and committees be reflected in written minutes filed with and retained at the registered agent's office, this is a good example of how access to the contract conveys information important to homeowners. I am certain that there are other elements reflecting Board decisions which are only available through examination of documents, a right guaranteed by law and covenant.

I look forward to the Board or Diehl providing me copies of all contracts between Diehl and the International Club HOA.

Thank you for your attention to this matter.

Sincerely,

Ronald Jarmuth

Ronald Jarmuth

Re: Request for Copies of Minutes of Directors Meetings, Sep - Dec 2008

From: **Ronald Jarmuth** (ronaldjarmuth@msn.com)
Sent: Fri 12/19/08 2:05 PM
To: Rosemary Toth (rtoth@sccoast.net)

Just to get this straight:
1) I had left a phone message and got no response, saying please let me know what ARRANGEMENTS could be made to inspect and copy (me providing my own portable copier) the ARB and Board minutes. When I didn't get a response on arranging a future date I dropped by and clearly we discussed a FUTURE date (Julie suggested today) for ME to inspect and ME copy - producing no workload for Diehl. I don't understand how Diehl construed me as expecting them to have copies ready as my earlier message and our on-site discussions were for me to do the copying at a future date, which Julie suggested as today at a time she would call me on. Instead she voluntarily called me this AM and said she preferred to email me the pdf's of what Diehl had - and did so. I don't ever recall saying a word about expecting Diehl to do any copying or when inspection was expected. Having not heard from Diehl it was reasonable to visit in person. At this time of year may people are on vacation and aren't in to check their voice mail. This was a distinct possibility and the reasonable response was what I did - stop by and see if anyone had actually gotten my message.

2) I don't understand the mystery about my email address as when Julie phoned me earlier I gave her my email address - and she has it as a matter of record in her membership books.

3) I did not infer or state that an audit is required (in my earlier separate email). I actually never discussed this with Diehl so I don't see how this was a part of her message thru you. In my email posting I actually complimented the Board for doing the FIRST financial review ever for our Board, that this was skipped by the Developer Boards. However, I felt it important to point out that what had been done was a Review, not an audit, and to present Mr Diez own statement so that this would not be my expression of opinion - but the CPA's cautionary note. .

----- Original Message -----
From: Rosemary Toth
To: Ronald Jarmuth
Sent: Friday, December 19, 2008 1:33 PM
Subject: Fw: Request for Copies of Minutes of Directors Meetings, Sep - Dec 2008

I was asked to forward this message to you.

----- Original Message -----
From: Beckie Abel, PCAM
To: 'Rosemary Toth'
Cc: julie.case@kadiehl.com
Sent: Friday, December 19, 2008 10:51 AM
Subject: RE: Request for Copies of Minutes of Directors Meetings, Sep - Dec 2008



Mr. Jarmuth dropped by our office yesterday without an appointment and asked Julie to provide copies of all the minutes of the Board and ARB. Julie tried to explain to him that we first would have to be sure that all the minutes are filed in the book as we are not always at Board meeting, but minutes are taken. Apparently, Mr. Jarmuth left a message on Julie's voicemail yesterday morning and was expecting her to have this all done by the time he got here.

We pride ourselves in returning our phone messages within 24 hours. Meetings and other commitments make it almost impossible to do this any quicker. Julie is now in the process of putting all these items together and getting them to Mr. Jarmuth, but we are doing this in a PDF file.

The Board has always been aware that the annual review of the association books is a "review" and not a full audit. A full audit is very costly and unnecessary unless the Board suspects fraud or collusion of some sort. If there is a hint of this type of issue, the CPA can usually note it and make some sort of statement in the notes of the report.

P.S. Since Mr. Jarmuth's email address cannot be copied from this message, can you please forward this message to him.

Thanks.

Please note my change in e-mail address, direct line and fax number.

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

-----Original Message-----
From: Rosemary Toth [mailto:rtoth@sccoast.net]
Sent: Friday, December 19, 2008 8:29 AM
To: beckie.abel@kadiehl.com
Subject: Fw: Request for Copies of Minutes of Directors Meetings, Sep - Dec 2008
Importance: High

Beckie;

The Record Book that K.A. Diehl has for us should have all the other meeting minutes in it. I have hand delivered the four accepted minutes, where Jane Bowers was the Recording Secretary, from June, July, August, September, and November to your office to be put into the Record Book. I am waiting to discuss the draft of Decembers with Jane and that too will be brought to your office to be placed into the book.

Please let me know if you do not have these months minutes in our Record book.

Thank you,

Rosemary

---- Original Message -----
From: Ronald Jarmuth
To: rtoth@sccoast.net
Sent: Thursday, December 18, 2008 6:08 PM
Subject: Request for Copies of Minutes of Directors Meetings, Sep - Dec 2008

Rosemary --

Earlier I asked Diehl for copies of the minutes of all meetings of the Board of Directors held in September, October, November and December of this year, and

likewise the minutes of the ARB meetings.

I was quite surprised to hear that Diehl does not attend nor record the minutes of all the meetings of the Board (but apparently they do for the ARB). They informed me that they only attend (and record minutes of) 4 board meetings - and that whoever is recording the minutes of the other board meetings has not provided them to Diehl, thus those are unavailable to me through Diehl.

They suggested that I request copies from you of the minutes for the board meetings which they do not have.

I am thus requesting to inspect and obtain or make copies of the minutes of all meetings of the board of directors held in September through December 2008. I consider this an extension of the request I made earlier to Diehl.

I look forward to obtaining copies of the minutes of all meetings of the board promptly.

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
843-314-4355
January 26, 2009

International Club Homeowners Association Inc
c/o K A DIEHL & ASSOC (Registered Agent)
9751 MOOSE PARK #8
MURRELLS INLET, SC 29576

SUBJECT: Request for Copies of Records

Dear Sirs:

In accordance with SC Statutes 33-31-1601 and 1602, I am requesting an opportunity to inspect and copy the following items (I am prepared to bring my own portable copier so that there is no copying expense):

1. The contract between the Homeowners Association and Diehl.

2. The minutes of the (as yet unannounced) meeting of the board which is tentatively planned for later this week.

a. I have been informed by a fellow homeowner that a member of the board mentioned to her that such a meeting will be held on this Thursday, and that the tentative principal subject is matters concerning homeowner members residing in "The Villas" subdivision section of the Planned Unit Development (PUD).

b. Whether or not the meeting is held on Thursday or involves or doesn't involve matters concerning The Villas, I am requesting that I either am allowed to inspect and copy or be provided a copy of the minutes of this meeting. I understand that, since the meeting has not yet been held, the minutes will not be available until later.

c. Please phone me after you receive a copy of same, or no later than the end of next week if you learn that the board has chosen to violate the statutes if (i) no minutes have been kept of this meeting or (ii) that the board chose to with-hold them.

3. I note that the stature requires that the HOA keep as permanent records minutes of all meetings of the board of directors, including a record of all actions taken by the directors with *AND WITHOUT* a meeting, and a record of all actions taken by committees of the board of directors. I note that the statute requires that the HOA maintain its records in written form. I further note that per statute the HOA's minutes and business records are subject to inspection and copying.

Ronald Jarmuth

Ronald Jarmuth, Homeowner & Member of the HOA

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RE: Request to Inspect & Copy Landscape Contracts

From: **Beckie Abel, PCAM** (beckie.abel@kadiehl.com)
Sent: Tue 2/17/09 11:58 AM
To: 'Ronald Jarmuth' (ronaldjarmuth@msn.com)
Cc: William Jacques (willj@sccoast.net); Maureen Sullivan (momo8083@aol.com); Mike Templeton (mt5470@sccoast.net); Rosemary Toth (rtoth@sccoast.net); 'George Oldroyd' (georgeoldroyd@sccoast.net)

Mr. Jarmuth,
As I indicated earlier, we have just returned to the office and have several calls and email to attend to as well as scheduled meetings this afternoon. I will get these for you as soon as I can.

Thanks.

Please note my change in e-mail address, direct line and fax number.

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

-----Original Message-----
From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
Sent: Tuesday, February 17, 2009 11:39 AM
To: Beckie Abel
Subject: Request to Inspect & Copy Landscape Contracts

Ronald Jarmuth

249 Pickering Drive

Murrells Inlet, SC 29576

February 17, 2009

International Club Homeowners Association Inc

c/o Registered Agent (Diehl)

DELIVERED BY E-MAIL

SUBJECT: Request to Inspect & Copy HOA 2008 & 2009-2010 Landscape Contract



Dear Sirs:

I desire to inspect and copy (with my own portable copier) the HOA 2008 Landscaping Contract(s) and the 2009 Landscaping Contracts (the later may extend into 2010). If there are additional contracts categorized as grounds maintenance, they are included in this request as well.

In the alternative, I would be happy to receive these by email in pdf or other format, so long as they reflect the signatures of the parties - making them contracts not drafts.

Thank you for your attention to this matter.

Sincerely

Ronald Jarmuth

Ronald Jarmuth, Homeowner & Member of the HOA

RE: 3rrd Request for HOA Board Notes & 1st Request for Cable TV Docs

From: **Ronald Jarmuth** (ronaldjarmuth@msn.com)
Sent: Wed 2/18/09 9:49 AM
To: Beckie Abel (beckie.abel@kadiehl.com)

Does this mean that there are no notes for a meeting that lasted from, at least, 2 PM to 7 PM, and had two Diehl folks present at $150 an hour (combined)? I know for a fact that the issues went way beyond this.

This assertion is troubling because it is well established in the law that when a quorum of a body meets and association business is discussed, this is an official meeting and minutes MUST be kept and per SC law they are public. I am sure that the board and Diehl didn't understand this but this is an opportunjty to correct this improper practice. EVERY TIME that a quorum of a committee or the board meets it is a meeting and minutes must be kept and promptly be made available. The case law is well established in this. This case law follows attempts by public, non-profit, and private boards attempting to evade disclosure and FOIA laws by having "non-meetings". Those attempts were slapped down by the courts.

I am expecting to see NOTES of that meeting, raw or otherwise, when I come over with my copier. I have it on good authority that the matters included grounds maintenance of Horton, Golf Course, and private property as well as captial contributions from Villas, Grand Vistas, Cambridge, and Bally castle, the question of the legitimacy of the HOA Board since the prior two elections were flawed, other golf course issues, and road dedication questions. Also questions of overcharging the condo's on the monthly fees, back maintenance costs for lawn maintained by condo associations now maintained by our HOA, the Diehl contract itself, and contracts being awarded by our board w questionable legal standing for contract lives beyond 1 year. Also golf course arrears. Doesn't sound like the two issues you mentioned and I have heard from one of our board members some memorable quotes such as the board members ignoring factts presented by Buildings & Grounds folks about who owns what.

From: beckie.abel@kadiehl.com
To: ronaldjarmuth@msn.com
CC: julie.case@kadiehl.com; willj@sccoast.net; momo8083@aol.com; mt5470@sccoast.net; rtoth@sccoast.net; georgeoldroyd@sccoast.net
Subject: RE: 3rrd Request for HOA Board Notes & 1st Request for Cable TV Docs
Date: Tue, 17 Feb 2009 13:31:06 -0500

Mr. Jarmuth,
Will await your arrival tomorrow. This "meeting" as you call it was simply a get together between the two Boards. Both Boards agreed that this was not a meeting, but simply a way to clear the path for future discussions. Both Boards agreed not to take notes, but allow management to jot down action items that they were asked to complete. Quite frankly, most sanctioned Board meetings minutes do not reflect discussions, but simply the action and the vote on each action.

The two items that we were asked to accomplish were to request the owners names and contact information for the Villas. Also, I was asked to send the Villas the current Budget information.

This was the jest of this session.

Thanks.
Please note my change in e-mail address, direct line and fax number.

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

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-----Original Message-----
From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
Sent: Tuesday, February 17, 2009 1:03 PM

To: Beckie Abel **Page 4264**
Cc: julie.case@kadiehl.com; willj@sccoast.net; momo8083@aol.com; mt5470@sccoast.net; rtoth@sccoast.net; georgeoldroyd@sccoast.net
Subject: RE: 3rrd Request for HOA Board Notes & 1st Request for Cable TV Docs

I'll be there at Wed 11 AM the time you set. Re - notes /minutes: I thought this is supposed to reflect what was said, the good bad and ugly, not the sanitized version. Perhaps an audio recorder is appropriate to get an accurate record of what everyone's view points and thoughts were.

From: beckie.abel@kadiehl.com
To: ronaldjarmuth@msn.com
CC: julie.case@kadiehl.com; willj@sccoast.net; momo8083@aol.com; mt5470@sccoast.net; rtoth@sccoast.net; georgeoldroyd@sccoast.net
Subject: RE: 3rrd Request for HOA Board Notes & 1st Request for Cable TV Docs
Date: Tue, 17 Feb 2009 11:54:54 -0500

Mr. Jarmuth,
We are in the process of compiling the notes from the meeting and making certain that the Board agrees with our version as is necessary prior to handing them out. As soon as that is done, you will be forwarded a copy. Secondly, it is almost 12:00 PM and we have just returned to our office after a large staff meeting. It is impossible for you to come to our office today to inspect records. We have to pull these files out of storage and ready them for you to copy.

The earliest we can accommodate you will be Wednesday at 11:00 AM. We can put you in the small conference room with the file. I have a one payable file for all the HTC invoices for 2008. Bill Freiboth just went through this and did a study for the Board as he is working on behalf of the homeowners regarding some of their issues with HTC. We will be happy to accommodate you at that time.

Thanks.

Please note my change in e-mail address, direct line and fax number.

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

-----Original Message-----
From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
Sent: Tuesday, February 17, 2009 10:18 AM
To: beckie.abel@kadiehl.com
Subject: 3rrd Request for HOA Board Notes & 1st Request for Cable TV Docs

Ronald Jarmuth

249 Pickering Drive

Murrells Inlet, SC 29576

February 17, 2009

International Club Homeowners Association Inc

c/o Registered Agent (Diehl) **Page 4265**

DELIVERED BY E-MAIL

SUBJECT: THIRD Request for Copies of Records of January 29 2009 Board Meeting AND FIRST Request to Inspect & Copy Certain Cable TV Documents

Dear Sirs:

Notes / Minutes of Board Meeting

This is my THIRD Request for a copy of the records relating to the notes / minutes of the meeting between the "master association" board and board of The Villas which occurred Thursday, January 29, 2009. The first request was hand delivered and made by telephone.

Both Beckie Abel and her assistant "Julie" were in attendance and notes were taken. In my second request, by telephone, Beckie Abel promised me she would send me the notes by email. That has not happened.

Cable TV Bills And Documents

I desire to inspect and copy (with my own portable copier, selected documents) correspondence from or to Horry Telephone Company for cable tv service with dates beginning November 1 2008 through the present. This includes bills, letters, and notices.

I propose to inspect and copy both categories of documents this afternoon. Please advise a time convenient for you.

Ronald Jarmuth

Ronald Jarmuth, Homeowner & Member of the HOA

RE:

From: **Ronald Jarmuth** (ronaldjarmuth@msn.com)
Sent: Wed 2/18/09 8:54 PM
To: Beckie Abel (beckie.abel@kadiehl.com)
Cc: robert.barlow@kadiehl.com; julie.case@kadiehl.com; willj@sccoast.net; momo8083@aol.com; mt5470@sccoast.net; rtoth@sccoast.net; georgeoldroyd@sccoast.net

we'll be ther tomorrrow at 11 AM.

Re the 2007 contract which was in force in early 2008, month to month - if it is in your archives why don't you have access to it.

Late Wednesday todday HTC faxed over copies of some letters dealing with the 2008 rate increase. Please make me a copy of same or make them available. My name should have been on the cover page of the fax from HTC to you.

From: beckie.abel@kadiehl.com
To: ronaldjarmuth@msn.com
CC: robert.barlow@kadiehl.com; julie.case@kadiehl.com; willj@sccoast.net; momo8083@aol.com; mt5470@sccoast.net; rtoth@sccoast.net; georgeoldroyd@sccoast.net
Subject: RE:
Date: Wed, 18 Feb 2009 15:45:43 -0500

Mr. Jarmuth,
We have several meetings scheduled for tomorrow so the small conference room is the only room available to sit with clients. Therefore, you can come to the office at 11:00 AM again tomorrow to finish the HTC file you started today. One hour should be more than sufficient to complete that.

There are no minutes or notes for the get together with the Villas Board and none will be provided to you now or in the future. This was simply a social get together at which my assistant Julie and I were invited. No charges were invoiced to the Association. I do not know why you want our version of this event as it sounds like you have been given explicit details as to the discussions that took place here.

I have found the correspondence from HTC and already copied it and have it available for you tomorrow. The International Board of Directors (who at the time was the Developer) had a contract with Sunbelt from inception and that is in our archives to which I do not have access. You have the contract for 2008 that began in March of that year.

Thanks.

Please note my change in e-mail address, direct line and fax number.

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

-----Original Message-----
From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
Sent: Wednesday, February 18, 2009 3:04 PM
To: Beckie Abel
Subject:

Ronald Jarmuth

D 49

249 Pickering Drive

Murrells Inlet, SC 29576

February 18, 2009

International Club Homeowners Association Inc

c/o Registered Agent (Diehl)

Attn: Julie Case / Beckie Abel

DELIVERED BY E-MAIL

SUBJECT: STATUS OF Request to Inspect & Copy HOA Documents

Dear Sirs:

This is to perpetuate what remains to be inspected / copied from today's session, relating to documents I had previously requested to inspect / copy.

1. Buildings / Grounds Maintenance Contracts. I had asked to inspect and copy all landscape / buildings & grounds contracts for 2008 and 2009. I was shown a 2008 contract which began on or about March 2008, and was told that the 2007 contract was extended, month to month, into 2008 through March. It was agreed that this was a contract for such services in 2008 and that I would be provided it to inspect and copy. When I asked about this you stated that it would have to be retrieved from your on-site inactive files. Please inform me when this will be available to inspect and copy.

2. Minutes of January 29 Board Meeting. I had requested to inspect and copy the notes / minutes of the January 29, 2009 meeting of the board (with the board of The Villas).

a. Earlier today I was emailed that the notes / minutes did not

exist. At your office I was told that an unspecified person directed that no notes / minutes be taken, only "to do" items listed at the very end. It was admitted that Julie Case had come for the purpose of taking notes / preparing minutes at $ 75 per hour (in addition to Beckie Abel). I am puzzled by this since there was no reason for her to remain at billable hours if she was not preparing minutes. When I challenged this Ms. Abel stated that the HOA decided to go into Executive Session for this meeting, thus no minutes. This is problematic for several reasons: (1) SC law does not recognize "Executive Sessions" as being exempt from taking minutes; SC law identifies a meeting of a committee or a board when a quorum is present and any HOA business is addressed, whether or not decisions are made; (2) the Villas representatives were present therefore privilege, if it existed, was despoiled and did not exist; (3) this was not a privileged session with an HOA attorney nor a privileged job or contractor interview session (NB: even then, applications and bids are reviewable after someone is hired or a contract is awarded).

b. I know for a fact that the meeting did not address only who in the Villas are HOA members but also issues of fees charged the condos, what grounds are being maintained, the $1000 capital contribution charged builders and where the money went, the status of The Grand Vistas, and the very legitimacy of the master HOA board. It is legitimate to expect the minutes required by law to reflect issues discussed even if no decision was made.

c. Given this, I am requesting that the minutes of the January 29th meeting be reconstructed and made available.

3. Horry Telephone Company Correspondence and Billing Documents, 2008 - 2009. I had requested both correspondence and bills / payments documents for 2008 - 2009, addressing cable tv rate increases and billing. I was provided an opportunity to copy 2009 and some of 2008 paid bills. I was not provided sufficient time to copy the rest of the 2008 paid bills. Although I had asked for them, none of the correspondence with HTC was available. Please inform me when I will be able to copy the remainder of the 2008 paid bills, and when I will be able to inspect and copy the HTC 2008 - 2009 correspondence, particularly anything announcing the amount and effective dates of cable tv rate increases.

Thank you for your attention to this matter.

Sincerely

Ronald Jarmuth

Ronald Jarmuth, Homeowner & Member of the HOA

RE: HTC Cable TV Rate Increase Correspondence

From: **Beckie Abel, PCAM** (beckie.abel@kadiehl.com)
Sent: Wed 2/18/09 6:05 PM
'Ronald Jarmuth' (ronaldjarmuth@msn.com)

I have already found them and made copies for you as I said earlier.

Please note my change in e-mail address, direct line and fax number.

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

-----Original Message-----
From: Ronald Jarmuth [mailto:ronaldjarmuth@msn.com]
Sent: Wednesday, February 18, 2009 4:29 PM
To: Beckie Abel
Subject: HTC Cable TV Rate Increase Correspondence

I have arranged for HTC to fax you (with my name on the cover sheet) copies of the missing HTC correspondence announcing the HTC cable tv bulk rate increases. Please make me a copy (or have it available for me to inspect & copy) tomorrow AM.



Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576
February 20, 2009

International Club Homeowners Association Inc
c/o K A DIEHL & ASSOC (Registered Agent)
9751 MOOSE PARK #8
MURRELLS INLET, SC 29576

DELIVERED BY E-MAIL AND MAIL

SUBJECT: Request To Inspect & Copy Contracts, Board Minutes, and Financial Documents

Dear Sirs:

LANDSCAPING CONTRACT IN EFFECT FOR FIRST QUARTER OF LAST YEAR (2008)

This is at least my fourth request to inspect and copy the landscaping contract, including all attachments, in effect (at least) from January through March of last year, and against which payments were made into April of last year. Your posture has been that these are "archived" - in your on site files. Irrespective of this, I am placing you on record that the HOA is in defiance of it's statutory obligation to keep these records for at least three years (tax purposes) and it's statutory obligation to make this document available to me promptly upon request.

HOA TAX RETURNS WITH ALL SCHEDULES - TAX YEAR 2006 / 2007 / 2008

I desire to inspect and copy SIGNED copies of HOA tax returns for tax years 2006, 2007, and 2008 after it has been filed, including all supporting schedules. When in the past I requested to inspect and copy various documents I was provided copies with at least some of the signatures missing. Copies with signatures missing do not constitute copies of "final" documents.

HOA 2006 / 2007 / 2008 HOA YEAR-END ACCOUNT BALANCE SHEETS

I am requesting to inspect and copy the 2006, 2007 and 2008 year end detailed account balance sheets which list each account and the balances in said account. This is NOT the same as the general ledger.

CABLE TV CORRESPONDENCE (NOT PREVIOUSLY PROVIDED)

I have previously stated many requests to inspect and copy ALL correspondence between the HOA and HTC for 2007 and 2008. I was belatedly given a May 1, 2007 "welcome" letter from HTC and February 29, 2008 rate change letters stating that sometime in April 2008 rates would increase - but which letter never stated what the actual cable tv rate would be. I am missing and demand to inspect and copy the following obviously existing correspondence:

Correspondence to HTC listing how many housing units are to be billed to the HOA, or authorizing changes in number of units billed for.
Correspondence to HTC turning on or off individual housing units.
Correspondence to HTC requesting any changes in cable service.



Correspondence from HTC announcing HTC meetings or soliciting proxies for annual HTC elections.

Correspondence from HTC announcing excess revenue rebate checks or credits or transmitting said checks or credits; copies of any record relating to the receipt and deposit of said checks or credits.

MINUTES OF MEETING OF HOA BOARD JANUARY 29, 2009

In accordance with SC law and the covenants, I am posing my eighth demand for a copy of the minutes of this meeting. The meeting had been arranged pursuant to demands posed through our HOA's attorney from the Villas Board through their attorney. The posture of this is that we have retained an attorney, at great expense, to defend the master HOA against the Villas accusations made against the master HOA. Procedurally, this could be construed as our being in the middle of actual litigation. The meeting had a written agenda where specific questions were being asked, and our Board was being given an opportunity to answer. Some of the significant issues which were scheduled for discussion AND WHICH WERE DISCUSSED are:

1. The illegitimacy of the HOA Board and all contracts it entered into - since The Villas and The Cambridge, and The Grand Vistas were denied a vote - but have been paying dues for years.

2. Whether The Grand Vistas is in the HOA.

3. Where the $1000 per home which builders were supposed to contribute to capital reserves has gone (money is not in our accounts).

4. Overcharging the Condo's $ 1 per unit per month on master association fees.

5. Mis-application of general funds collected from Condos into reserve funds for the single family only amenity center.

6. Reimbursing The Villas for maintenance of areas which were the responsibility of the HOA to maintain (along International Club Drive) but which was maintained at the expense of The Villas.

7. Mis-application of general funds by maintaining grounds which were not the property of the master HOA.

8. Inclusion of Condo members in master HOA mailing lists, web blogs.

9. Inclusion of Condo members on the master HOA board and committees.

Prior to the Board meeting I posed a written hand delivered demand for same. I was told that neither Beckie Abel nor Julie Case would be present - since the management contract provides for them to attend only 4 meetings (@ $75 per hour per management employee). I was told that Diehl would have to await receipt of notes from a Board member (which happens for the 8 out of 12 monthly meetings where no Diehl employee attends), and transcription to minutes.

I was later told (by an HOA Board member) that Ms. Abel and Ms. Case had been

requested to attend @ $150 per hour to assist in this meeting - and had done so. I was told that the meeting lasted from approximately 2 PM until past 7 PM. This was NOT a "cheese and crackers" social event. The Building & Grounds Committee simultaneously met upstairs in the Amenity Center while this meeting of the two boards went on downstairs.

Upon further inquiry I was later told that a draft set of minutes had been prepared but that Diehl was still awaiting Board approval.

I was next told that a decision was made that only the "action items" would be in the agenda.

At that point I revealed that I knew the general details of the meeting - but desired the minutes so I could perpetuate what our Board's position was on each of these important matters. After that I was told that the notes would never be transcribed into minutes.

The story changed. When I next met with Julie Case she stated that at the beginning of the January 29th meeting, she was told not to take notes or minutes. Beckie would take notes about action items. I asked why she (Julie) remained for the rest of the meeting with no duties - at $ 75 per hour. Ms Case responded that Ms. Abel told her to stay.

I was next told that the Board had decided that this was an "Executive Session" - supposedly privileged - and that they did not have to publish minutes. I pointed out that per South Carolina statute and case law, and the covenants, there is no such thing as an executive session for non-profit boards, and that the presence of people from The Villas who are not master association board members, not committee members, and were not sworn to secrecy "despoiled" any claimed privilege; e.g., this would even "spoil" attorney - client privilege which does not exist here. I explained that case law holds that if a quorum of a non-profit board or committee meets in any scenario and discusses HOA business, it is an official meeting and minutes must be made and published.

When I repeated my demand for the minutes, Ms. Abel (in writing) next claimed that this was a social event (sort of "cheese and crackers") to which she and Ms. Case were invited, that no HOA business was discussed, and that since this was a by invitation only social event no minutes were required nor would they be prepared. She mentioned that Diehl would not bill for the $150 per hour for her and Ms. Case (I will check this out later). I checked this out with my board informant who indicated that this scenario was not the facts as he recalled it.

I reiterated my request and was told by Ms. Abel that I would never see any minutes from the January 29, 2009 meeting.

I am giving the HOA one last chance to satisfy all of the above stated requests to inspect and copy. I reserve the right to enforce this demand in court - at the expense (the statute provides fee shifting) of the HOA. I would rather save the HOA the public embarrassment of this matter since the legal process would involve requiring the HOA, at considerable expense, to answer in detail about the specific requests. The HOA would be forced, anyway, to find, duplicate, and produce the documents to defend it's claim of privilege for each any every document. At the end of the day I will have the

documents and the HOA will have the bill for court costs, HOA costs, Page 4275
costs.

I am also requesting that a member of the Board answer this in writing instead of hiding behind Diehl, as is this Board's usual custom.

Ronald Jarmuth

Ronald Jarmuth, Homeowner & Member of the HOA

104 #12

Beckie Abel, PCAM

From: Larry Sherman [lsherman@sccoast.net]
Sent: Monday, March 16, 2009 4:15 PM
To: Ronald Jarmuth
Subject: Re: Previously ARB approved landscape bed

Ron,

As I remember, we did not have a problem with the plantings you submitted for last year and you probably should have received an approval for that but I do not think it was submitted as a separate request.

If you will submit it before the next ARB meeting on April 6, 2009, I believe it will be approved and letter sent to you the day after the board meeting. If you need approval before that time, go to KA Diehl and make a submittal and give it to Julie Case. Tell here you would like an immediate approval because of availability of the plants you wish to use. Tell her I suggested she will email the application to all of the committee members and I will request that all members review the request and give Julie a email approval so she can send out a letter earlier than April 7th.

As I remember, and my memory is not what it used to be, the board declined your request for installation of a swing set. This decline was because of the selected location which put it in plain site of the neighbors door and to the street. This location might get approval but it would require extensive plantings and screenings, provided the board would approve such screenings as a special case.

There was another location which could probably be approved with little or no additional landscaping, that would be to the right of your driveway behind the tall shrubbery screen along the left side of your property. You might have to select a smaller swing set, but that would place the swing set in a location which is already partially screened.

You were going to come to the next committee meeting after the ARB declined your request for plantings and a swing set, but you did not show up to the meeting so these items were never discussed.

If you submit another planting request I believe it can be reviewed and approved this next meeting. If you wish to re-visit the swing set application, I suggest you make another submittal and request to be a the meeting and we will set aside 15 minutes at the start of the meeting for you to describe and explain your plan and the board can discuss the applications to resolve any problems we might see with location.

I will look forward to getting a request from you concerning these matters.

Hope to talk to you soon.

Larry Sherman

3/16/2009

D 52

MCNAIR
ATTORNEYS

Henrietta U. Golding

hgolding@mcnair.net
T (843) 444-1107
F (843) 444-4729

April 28, 2009

VIA EMAIL COMMUNICATION

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, South Carolina 29576
ronaldjarmuth@msn.com

RE: Ronald Jarmuth v. The International Club Homeowners Association, Inc. and Rosemary Toth
Civil Action No.: 2009-CP-26-3596
Our file #: 051490.00001

Dear Mr. Jarmuth:

Please be advised that this firm has been retained to represent the International Club Homeowners Association, Inc. and Rosemary Toth with respect to the above legal action. Since you have sued the Association and its President, I believe it is appropriate that all further communications with the Association, or any member of its Board, should be directed to me, as legal counsel for the Association. In this light, I have been provided a copy of an emailed letter dated April 28, 2009 with the subject being "Request for Copy of HOA Voter List".

With respect to your request for the Members' List, you state that you request the members list to "...communicate with fellow homeowners." As you know, a Member's review/inspection demand must be made in good faith, for proper purpose, and you must describe with reasonable particularity the purpose. Due to the allegations in your Complaint, I question whether your demand is made in good faith, and further, you do not set forth with reasonable particularity the purpose. Additionally, in your letter you are seeking information other than the membership list, such as email address, telephone numbers, etc, and you want to know the "arrears" status. Obviously, you are seeking information which is beyond the statutory provisions relating to a membership list and this, of course, is additional evidence that your request is not in good faith. In conclusion, your request for the membership list is denied.

McNair Law Firm, P. A.
Founders Centre
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577

Mailing Address
Post Office Box 336

M D 53

Finally as stated above, since I am now representing the Association and the President in the civil action you have currently pending, all your communications with respect to any matter relating to the litigation, must be directed to me or

McNAIR
ATTORNEYS

Alicia Smith, another attorney in my office. Neither the Association, nor Ms. Toth, will engage any further in communications with you until the litigation has ended.

Yours truly,

Henrietta U. Golding

HUG/ck

cc: Rosemary Toth, President of International Club HOA (via email)
Beckie Abel (via email)

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 REGISTRAR OF DEEDS

New TMS Number 1943201313 split from tms 1940002101

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)
)
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, THAT

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—

D54

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.

By: _____
R. Doug Brown
Division Vice President

_____
1st Witness

_____
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.

_____ (L.S.)
Notary Public in and for the State of South Carolina
My Commission Expires: 9/16/13

INSTRUMENT#: 2009000006841, DEED BK: 3408 PG: 1696 DOCTYPE: 001 06/19/2009 at 04:01:33 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 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**

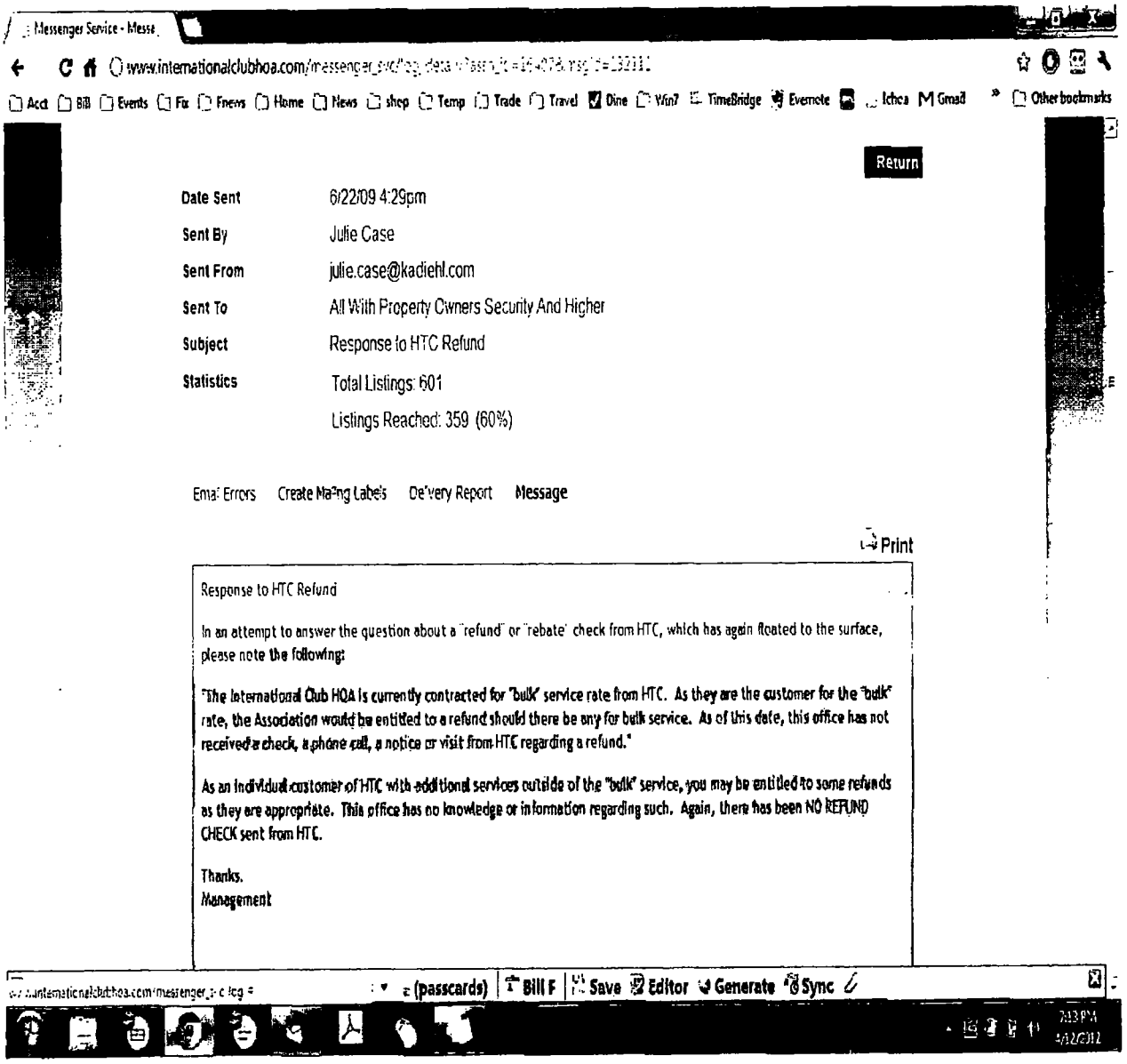
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

D. R. Horton, Inc.

SWORN to before me this 19 day of June 2009

By: _____
R. Doug Brown
Division Vice President

_____ (L.S.)
Notary Public for the State of SC
My Commission expires: 9/6/13



Messenger Service - Messe

www.internationalclubhoa.com/messenger_

Acct Bill Events Fix Fnews Home News shop Temp Trade Travel Dine Win7 TimeBridge Evernote Echos Gmail Other bookmarks

Return

Date Sent	6/22/09 4:29pm
Sent By	Julie Case
Sent From	julie.case@kadiehl.com
Sent To	All With Property Owners Security And Higher
Subject	Response to HTC Refund
Statistics	Total Listings: 601
	Listings Reached: 359 (60%)

Email Errors Create Mailing Labels Delivery Report Message

Print

Response to HTC Refund

In an attempt to answer the question about a "refund" or "rebate" check from HTC, which has again floated to the surface, please note the following:

"The International Club HOA is currently contracted for "bulk" service rate from HTC. As they are the customer for the "bulk" rate, the Association would be entitled to a refund should there be any for bulk service. As of this date, this office has not received a check, a phone call, a notice or visit from HTC regarding a refund."

As an individual customer of HTC with additional services outside of the "bulk" service, you may be entitled to some refunds as they are appropriate. This office has no knowledge or information regarding such. Again, there has been NO REFUND CHECK sent from HTC.

Thanks.
Management

www.internationalclubhoa.com/messenger_print.cfm?

(passcards) Bill F Save Editor Generate Sync

7:13 PM 6/12/2012

tabbies ID T'S 55

RECEIVED
JUL 24 2009
BY

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*

DEFENDANT'S
EXHIBIT
58

EXHIBIT A

TO: INTERNATIONAL CLUB HOMEOWNERS ASSOC
ARCHITECTURAL REVIEW BOARD (ARB)

SUBJECT: REQUEST FOR APPROVAL 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.

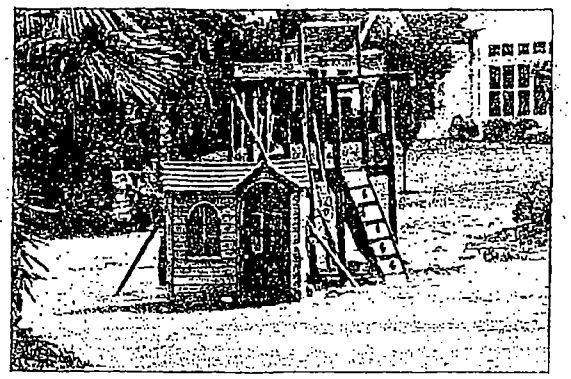
During planning for this I have consulted with Jay and Yvonne Cartman, who live on that side of my house, in an effort to accommodate him. He stated that no barrier of any sort is acceptable to him as a gesture of good will from me to him.

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.*"

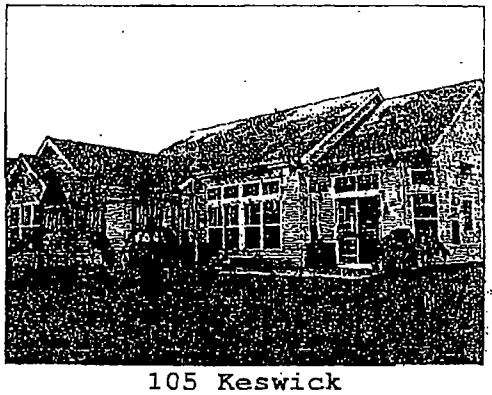
I have identified one child's swing / play set in Pebble Creek which is very similar to mine. It is behind the house at 105 Pickering Drive (Scott and Kelly Allen) - except I do not intend to install a Plastic Playhouse with the unit.



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).

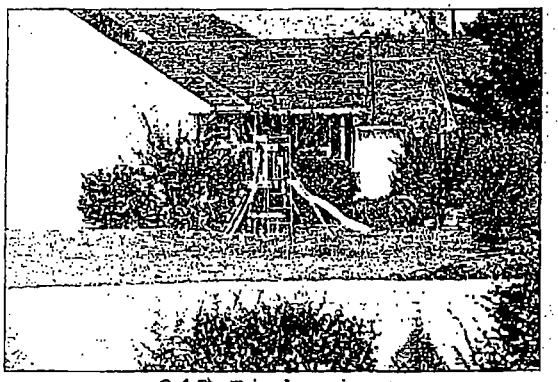
Another even larger swing / play set was for many years behind another house in Pebble Creek - at 105 Keswick.



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.



~~249~~ 239 Pickering

The swing set which I propose to install is pictured below:



For 249 Pickering

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 also 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.

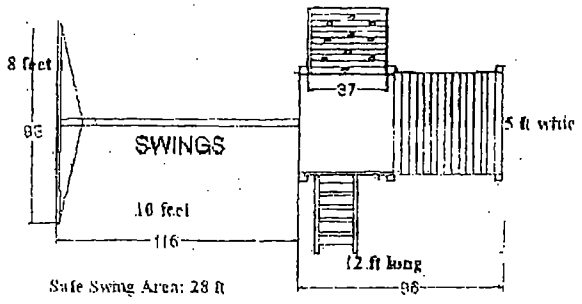
My lot is rather peculiar. While most other houses in Pebble Creek have miniscule side yards (i.e., none at all) with houses built side to side almost touching and with a substantial yard in back satisfying the uncovered space requirement of the County, my lot has a trivial "rear" area and instead places 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.

Safe Play Area: Add 10 ft on each side



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

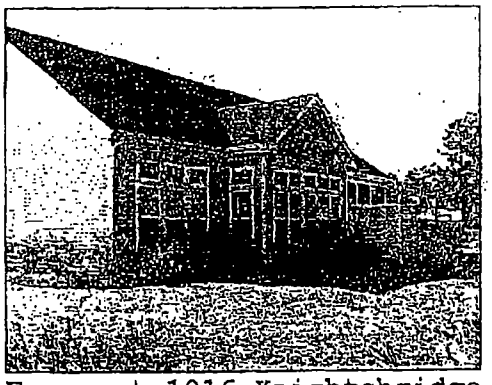
that establishes that swing sets can be placed adjacent to a cul de sac. Swing sets larger and of the same type that I desire to install have been approved and are in place - and all without fences. To deny placement where I desire to place it would be to deny my children the right to have a swing set (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.

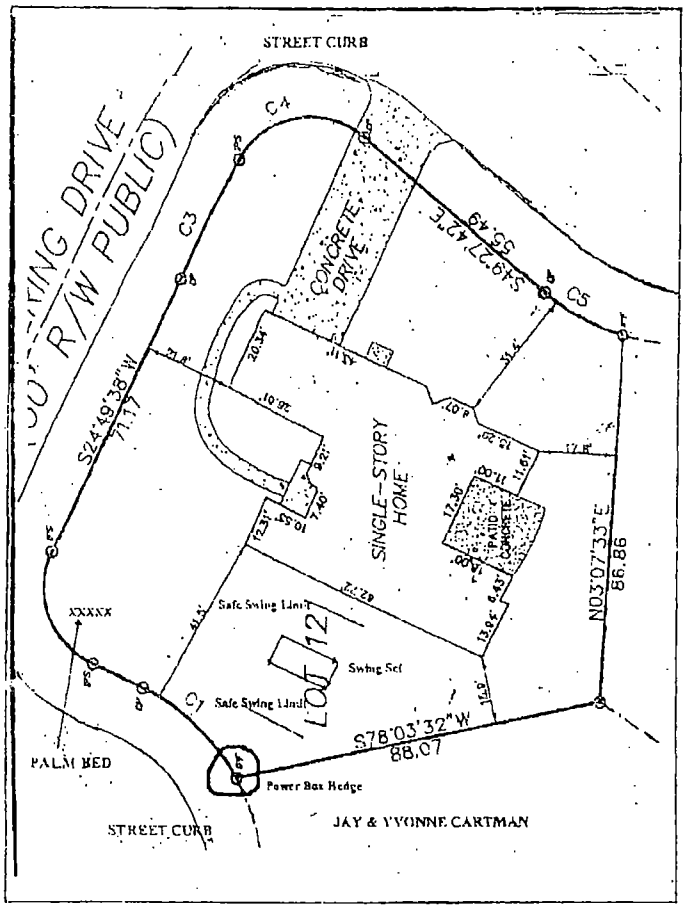
In an effort to be gracious I have offered the following solution: To extend (next March, when palms are again available) the palm tree bed I installed this past March to a point five or six feet from the hedge around the power box - but not as a requirement for the installation of the swing set (no 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.

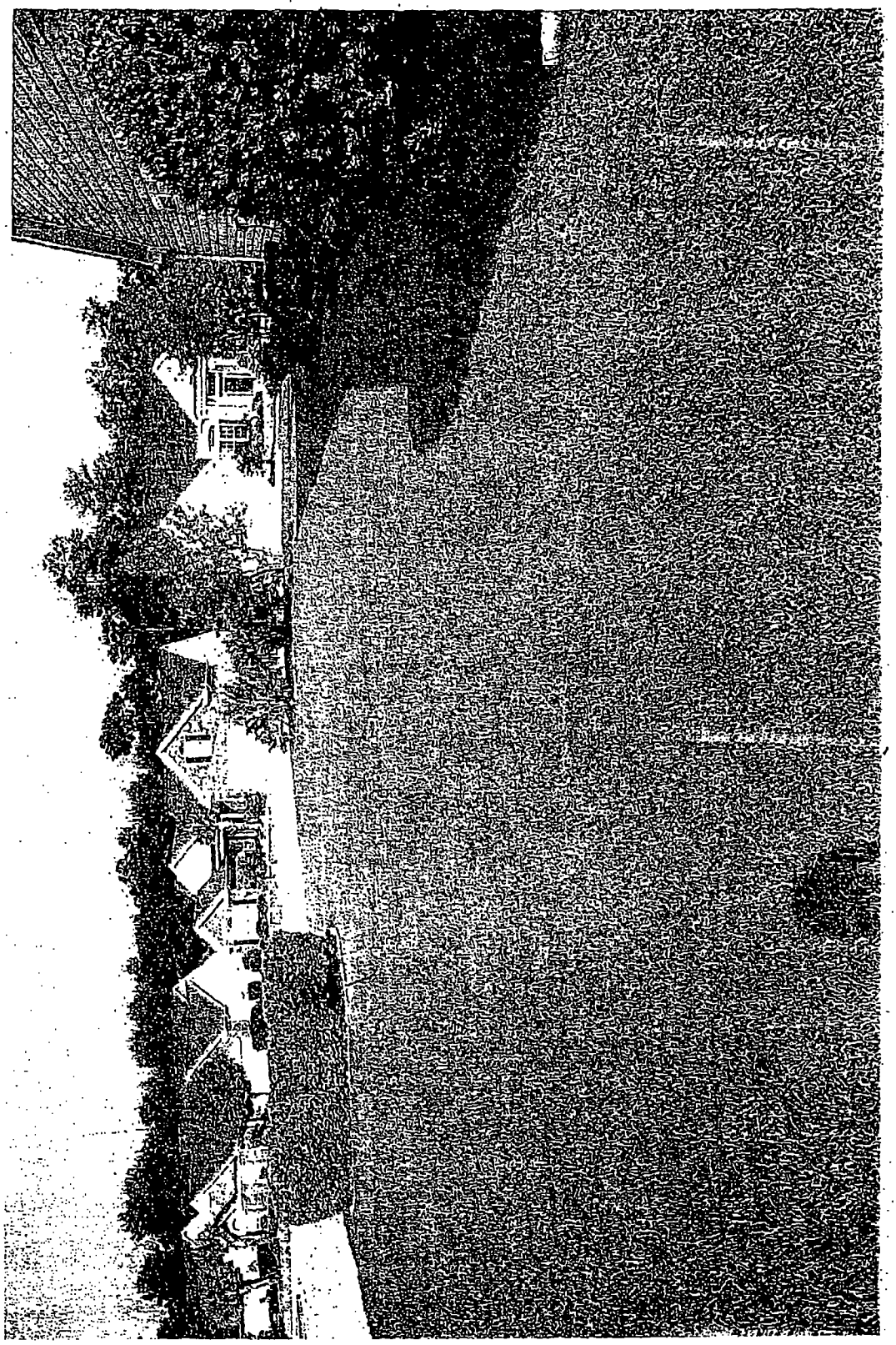


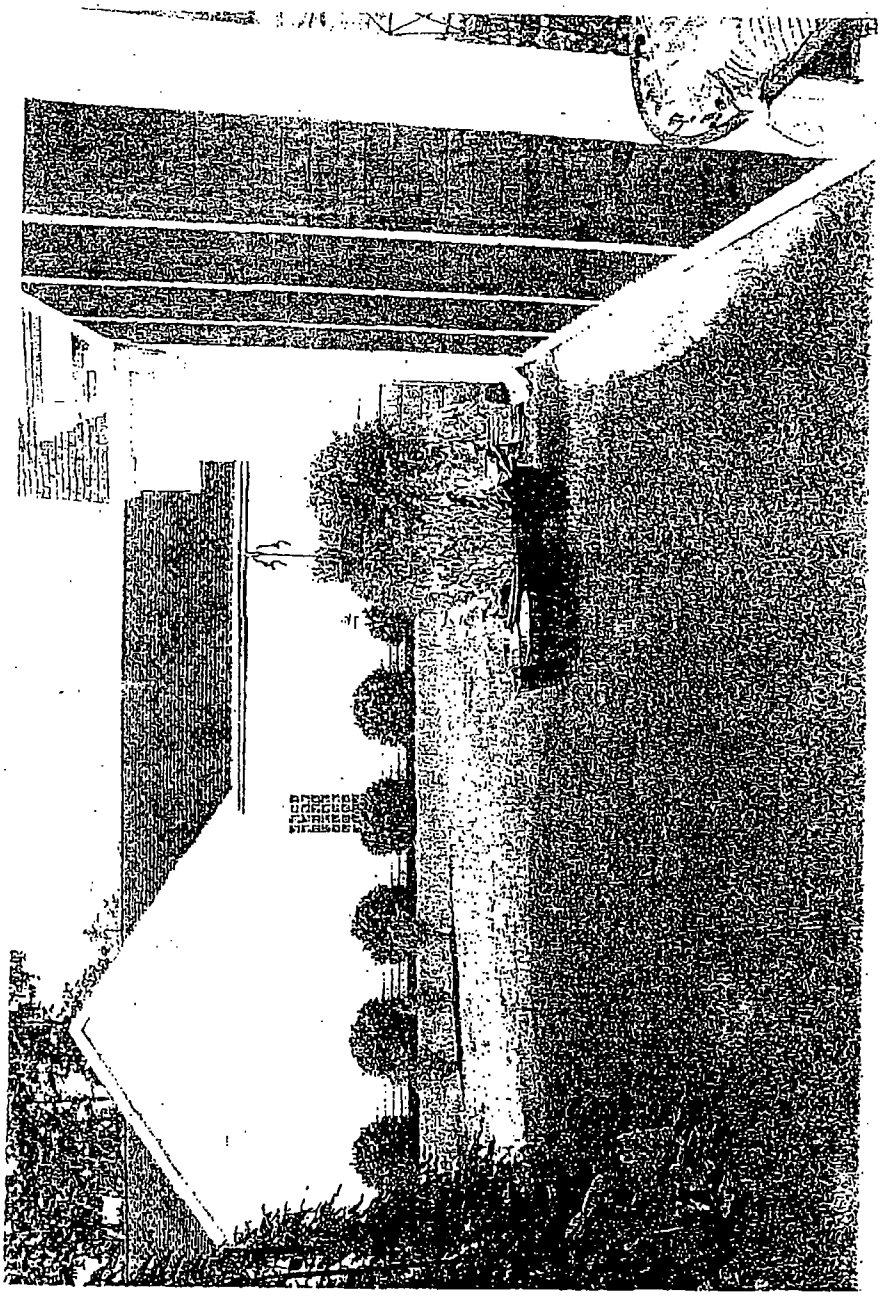
Fence at 1016 Knightsbridge

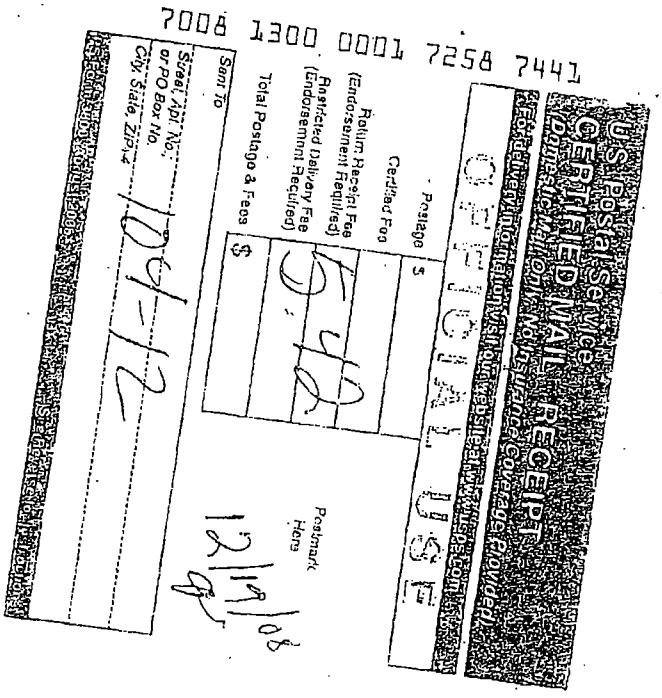
Plat Map:



Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC
843-314-4355






7008 1300 0001 7258 7441
U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only
For delivery information visit our website at www.usps.com
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $
Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4
Postmark Here
12/19/08

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

8/5/2009

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:

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

DEP 59

EXHIBIT B

From: Rosemary Toth [rtoth@sccoast.net]
Sent: Saturday, August 22, 2009 1:02 PM
To: Golding, Henrietta
Cc: Smith, Alicia
Subject: Fw: application from Ronald Jarmuth
I don't believe I forwarded this to you, Henri.

Rosemary

----- Original Message -----
From: Ed Courtney
To: Maureen Sullivan ; Bill Jacques ; Rosemary Toth
Sent: Monday, August 10, 2009 1:13 PM
Subject: Fw: application from Ronald Jarmuth

FYI for all.

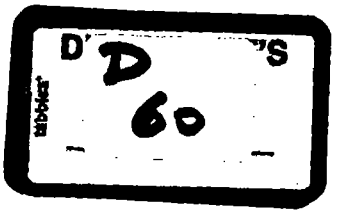
Ed

----- Original Message -----
From: John White
To: Becky Abel ; Gail Baggot ; Jay Cartman ; julie case ; Ed Courtney ; Mark Shaffer
Sent: Monday, August 10, 2009 11:03 AM
Subject: Fw: application from Ronald Jarmuth

KA Diehl attn: Julie Case
Below this message is the decision of the ARB on an application from Mr. Jarmuth. Julie please issue letter to Mr. Jarmuth based on the information and decision of this e-mail.
John Bianchi
Chairperson ARB

--- On **Wed, 8/5/09, John White** <*nice2rhme@yahoo.com*> wrote:

> From: John White <nice2rhme@yahoo.com>
> Subject: application from Ronald Jarmuth 249 Pickering Drive
> To: "Gail Baggot" <gb8285@sccoast.net>, "Jay Cartman" <jcyc26@aol.com>, "Mark Shaffer" <shafe53@yahoo.com>
> Date: Wednesday, August 5, 2009, 3:35 PM
>
> To: ARB Board members
>
> The ARB has reviewed an application from Mr.Ronald Jarmuth. This application was to request the installation of a childrens swingset. Included in the application were examples of existing swingsets in the community. These locations were visited by two of the ARB members. Every existing swingset was located in the rear of the homes. The installation of a swingset on the side of a home which is visible to the the street and infringes on other homeowners 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 Kiswickwhich is only visible from the golf course. 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.
>
> John Bianchi
> Chairperson ARB



ENGINEERING DEPARTMENT INFRASTRUCTURE & REGULATION DIVISION

4401 Privetts Road
Conway, South Carolina 29526

Horry County
SOUTH CAROLINA
Committed to Excellence

Post Office Box 1236
Conway, SC 29528-1236

Phone: (843) 915-5160
Fax: (843) 365-2170

August 24, 2009

Mr. Michael Butryn
1008 Ennis Drive
Murrells Inlet, SC 29576

Re: The Links @ International Club – Phase 1 Plat

Dear Mr. Butryn:

As per our phone conversation last week, I am writing this letter to clarify some issues raised by residents within Phase 1 of The Links. As you had explained to me, many of the questions brought forth to you originated from differences of opinion between individual property owners and their Homeowners' Association (HOA) with regard to maintenance responsibilities and ownership of particular easements, rights-of-way and common areas as shown on the plat for your subdivision. For reference, I have attached a copy of the recorded plat for Phase 1 of The Links and a copy of a sheet from the plat for International Club Boulevard and Pickering Drive.

Pickering Drive and International Club Blvd are both owned and maintained by the county. The right-of-way for each of these roadways is 66 feet in width. Since the asphalt surface for these roadways is approximately 24 feet wide, the county rights-of-way actually extend about 20 feet beyond the back of the curb on each side of these roadways. The grass and landscaped areas alongside these roadways and within the county rights-of-way are maintained by the International Club HOA. Taxes are not paid by the HOA for the land within these platted public rights-of-way.

The International Club HOA owns (and is responsible for paying taxes on) the parcel at the southwest corner of Pickering Drive and International Club Boulevard. This parcel is shown on the attached plat as a 6,534 square foot "common area". The HOA is responsible for maintenance for this parcel; this is indicated as item number 14 under the "notes" section of the attached plat for The Links.

A 15 foot irrigation easement is shown on the plat for The Links. This easement is adjacent to and outside of the county rights-of-way on Pickering Drive and International Club Boulevard, but it is within the rear property boundaries of lots 94 through 98 and lot 1. I was not able to research the restrictive covenants (for The Links or for International Club) for specific references to this irrigation easement, but it appears that the easement was included to allow for sprinkler/irrigation systems to facilitate HOA maintenance of the landscaped areas along International Club Boulevard and Pickering Drive.

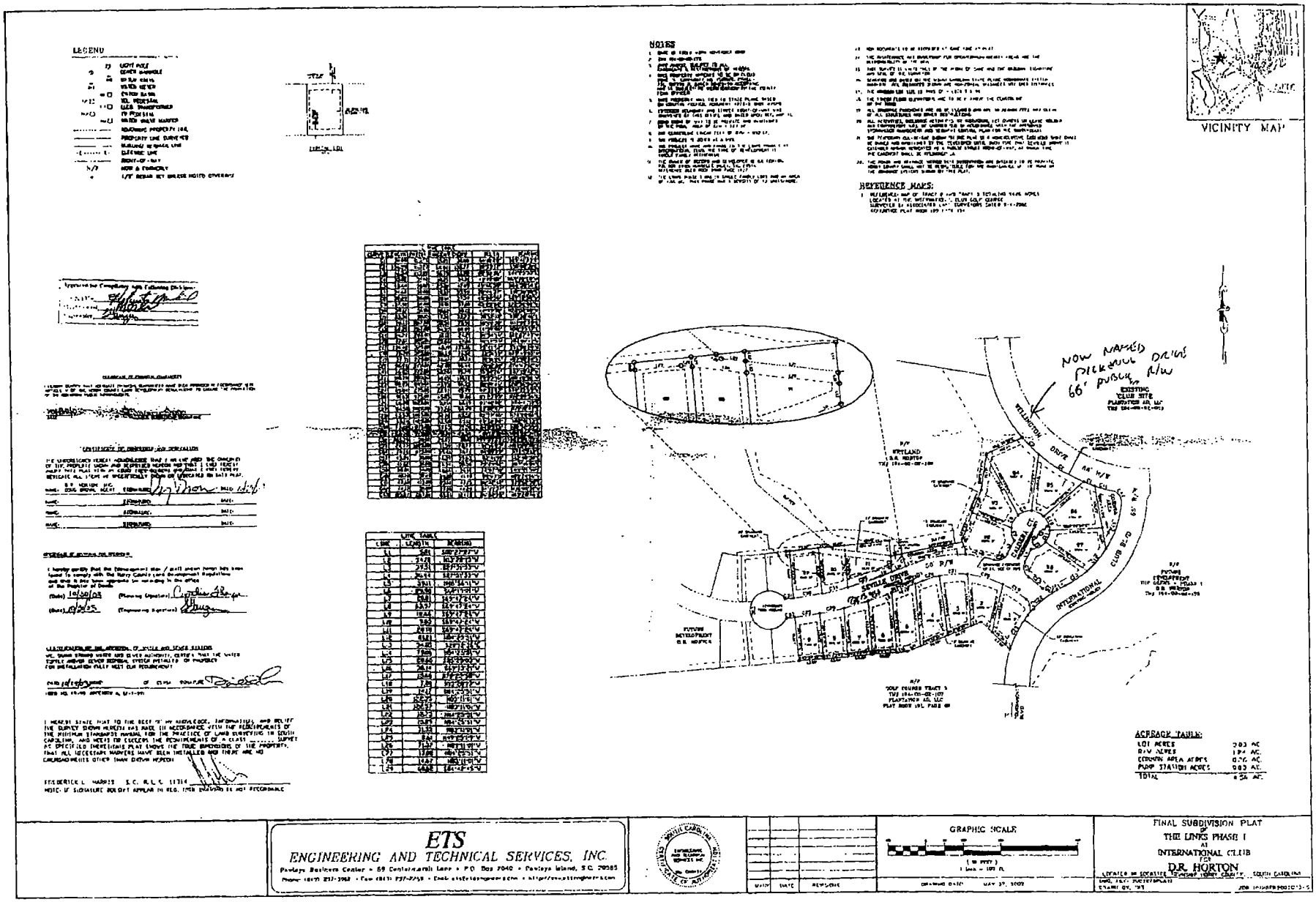
If you have any further questions, please do not hesitate to contact me at the phone number shown above.

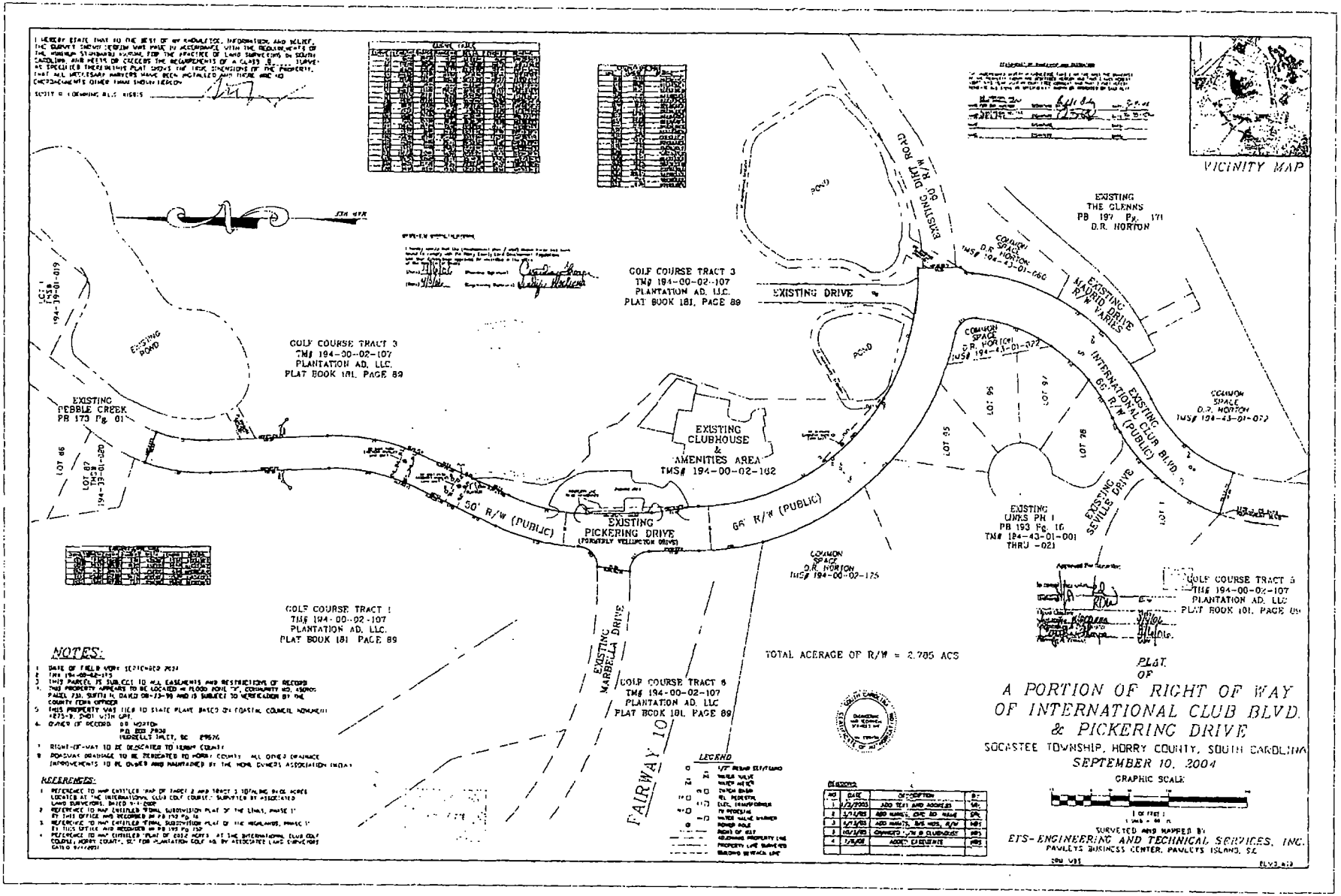
Sincerely,
HORRY COUNTY

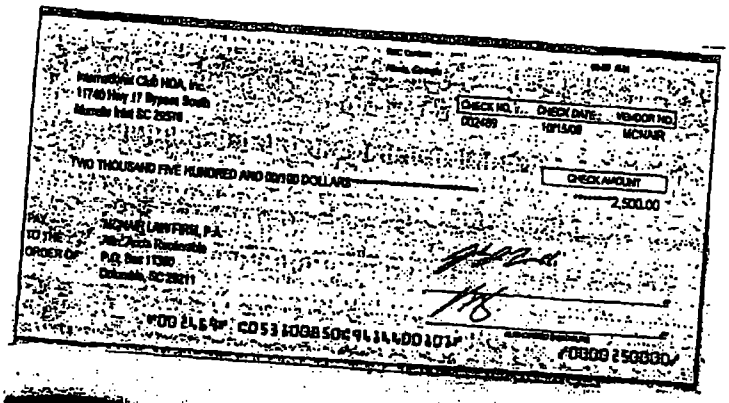
Andrew J. Markunas, P.E.
Deputy County Engineer

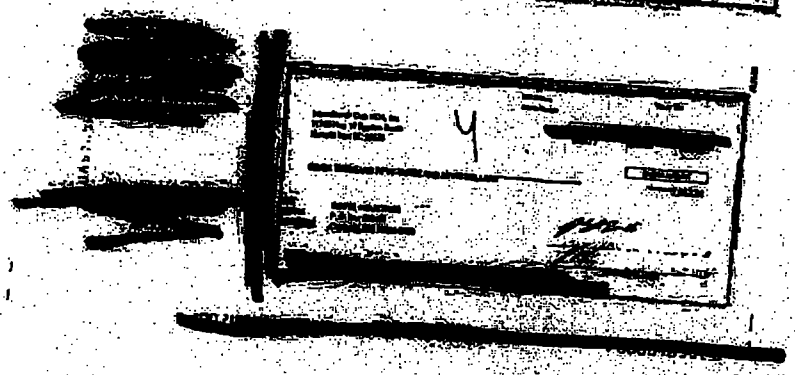
Attachments (2)
cc: File

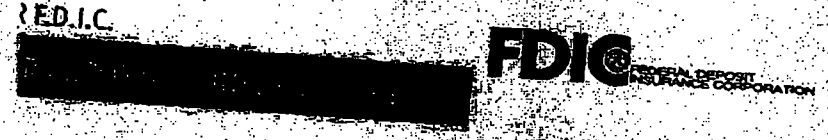
DEFENDANT'S EXHIBIT 6


LEGEND
NOTES
REFERENCE MAPS:
VICINITY MAP
NOW NAMED PICKWOOD DRIVE 66' PUBLIC R/W
EXISTING CLUB SITE
WELLINGTON DRIVE
CLUB BLVD
INTERNATIONAL
SEVILLE DRIVE
FUTURE DEVELOPMENT
R/W
ACREAGE TABLE:
LOT ACRES 9.83 AC
R/W ACRES 1.94 AC
COMMON AREA ACRES 0.76 AC
PUMP STATION ACRES 0.83 AC
TOTAL 13.36 AC
GRAPHIC SCALE
ETS
ENGINEERING AND TECHNICAL SERVICES, INC.
Pawleys Business Center • 59 Centennial Lane • P.O. Box 7040 • Pawleys Island, S.C. 29585
FINAL SUBDIVISION PLAT
OF
THE LINKS PHASE I
AT
INTERNATIONAL CLUB
FOR
D.R. HORTON


VICINITY MAP
EXISTING THE GLENNS PB 197 Pg. 171 D.R. HORTON
EXISTING DIRT ROAD R/W
EXISTING MARSH DRIVE R/W VARIES
EXISTING INTERNATIONAL CLUB BLVD. 66' R/W (PUBLIC)
EXISTING SEVILLE DRIVE
EXISTING UNITS PH 1 PB 193 Pg. 16 TMS# 194-43-01-001 THRU -021
COMMON SPACE D.R. HORTON TMS# 194-43-01-077
COMMON SPACE D.R. HORTON TMS# 194-43-01-066
COMMON SPACE D.R. HORTON TMS# 194-43-01-072
COMMON SPACE D.R. HORTON TMS# 194-00-02-175
GOLF COURSE TRACT 3 TMS# 194-00-02-107 PLANTATION AD. LLC. PLAT BOOK 181, PAGE 89
EXISTING DRIVE
EXISTING POND
EXISTING PEBBLE CREEK PB 173 Pg. 01
EXISTING CLUBHOUSE & AMENITIES AREA TMS# 194-00-02-102
50' R/W (PUBLIC)
66' R/W (PUBLIC)
EXISTING PICKERING DRIVE (FORMERLY WELLINGTON DRIVE)
EXISTING MARBELLA DRIVE
FAIRWAY 10
GOLF COURSE TRACT 1 TMS# 194-00-02-107 PLANTATION AD. LLC. PLAT BOOK 181 PAGE 89
GOLF COURSE TRACT 6 TMS# 194-00-02-107 PLANTATION AD. LLC PLAT BOOK 181, PAGE 89
GOLF COURSE TRACT 5 TMS# 194-00-02-107 PLANTATION AD. LLC PLAT BOOK 181, PAGE 89
TOTAL ACREAGE OF R/W = 2.785 ACS
LOT 46
LOT 87
LOT 95
LOT 96
LOT 97
LOT 98
LOT 1
LOT 1 TMS# 194-39-01-019
LOT 1 194-39-01-320
NOTES:
LEGEND
PLAT OF
A PORTION OF RIGHT OF WAY OF INTERNATIONAL CLUB BLVD. & PICKERING DRIVE
SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA
SEPTEMBER 10, 2004
GRAPHIC SCALE
SURVEYED AND MAPPED BY:
ETS-ENGINEERING AND TECHNICAL SERVICES, INC.
PAWLEYS BUSINESS CENTER, PAWLEYS ISLAND, SC


TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS
CHECK AMOUNT
2,500.00




F.D.I.C.
FDIC
FEDERAL DEPOSIT INSURANCE CORPORATION

D 62

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)

Henrietta Golding
2411 Oak Street
Suite 206
Myrtle Beach, SC 29577

Ronald Jarmuth vs. International Club HOA
H-3-09-021/HUD No. 04-09-1548-8

DETERMINATION OF NO REASONABLE CAUSE

The South Carolina Human Affairs Commission (SHAC) administers the Fair Housing Law (the Law). The Commission has completed its investigation of the subject complaint which was filed under the Law. Informal efforts to resolve the complaint during the investigation were unsuccessful.

Based on the evidence obtained during the investigation, the Commission has determined that reasonable cause does not exist to believe that a discriminatory housing practice has occurred. Accordingly, the above-referenced complaint is hereby dismissed. A summary of the evidence on which this determination is based is enclosed with this letter.

This dismissal does not prevent the Complainant from refiling a complaint with SHAC based on newly discovered or previously unavailable information, provided the 180-day time limit for filing a complaint has not expired.

Notwithstanding this dismissal by SHAC, the Fair Housing Law provides that the Complainant may file an action against the Respondent in circuit court within ninety days of the date of the dismissal or within one year from the date of the violation alleged, whichever occurs later, except that this period may be extended by written consent of the Respondent. The computation of this period does not include the time during which this administrative proceeding was pending.

The Commission's regulations implementing the Law require that this dismissal be publicly disclosed, unless the Respondent requests that no such release be made. Such request must be made by the Respondent within thirty (30) days of receipt of this determination to the South Carolina Human Affairs Commission at the address given below. Notwithstanding such request by the Respondent, the fact of this dismissal, including the names of all parties, is public information and is available upon request.

The Final Investigative Report on this case is available by writing to me at the South Carolina Human Affairs Commission, Post Office Box 4490, Columbia, South Carolina 29240.

On behalf of the Commission:

Dec 11, 2009
Date

Jesse Washington
Jesse Washington, Jr.
Commissioner

RECEIVED
JAN 14 2010
McNAIR LAW FIRM, P.A.

D 63

EXHIBIT D

January 11, 2010

DETERMINATION

CASE NAME: Jarmuth, Ronald v. International Club HOA, Inc.; Jay Cartman;

CASE NUMBER: 04-09-1548-8

I. JURISDICTION

A complaint was filed with HUD on September 1, 2009 alleging that the complainant(s) was injured by a discriminatory act. It is alleged that the respondent(s) was responsible for: discriminatory terms, conditions, privileges, or services and facilities. It is alleged that the respondent(s)'s acts were based on familial status. The most recent act is alleged to have occurred on August 5, 2009. The violation occurred at Murrells Inlet, SC. If proven, the allegation(s) would constitute a violation of Section 804b or f of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

The respondent(s) receive no federal funding.

II. COMPLAINANT ALLEGATIONS

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.

III. RESPONDENT DEFENSES

Respondent stated that the complainant has a civil action pending in Horry County which is identified as Civil Action No: 2009-Cp-26-3596.

Respondents stated that they have no knowledge that the complainant does in fact have three daughters. Aside from the respondents disbelief that the complainant even has three

daughters, the issue of the swing set is because of its intended location. There is no single residence in Pebble Creek, the subdivision in which the complainant resides which permit swing sets in the location sought by the complainant.

Respondent stated that the complainant is not the victim of any alleged discrimination.

IV. FINDINGS AND CONCLUSION

Complainant contends that he requested approval of a child's swing set to be erected on the right side of his house. He contends that his request was denied stating, "the installation of a swing set on the side of a home which is visible to the street and infringes on other homeowners enjoyment of their property is prohibited." Complainant believes that Jay Cartman, a board member influenced the board to reject his request because of his dislike for children near his home. Complainant believes that he is being discriminated against on the basis of familial status.

In order to establish a prima facie case of unlawful discrimination based on the discriminatory terms and conditions in compliance with the Fair Housing Act section 804a or f of Title VIII, the weight of the evidence must support the existence of all of the following legal elements:

§ 804 (b) Unlawful discrimination (differences) in the terms and conditions

1. Does the complainant belong to a class of persons whom the Act protects from unlawful discrimination?

Yes, the complainant has children under the age of eighteen (18).

2. Was the complainant qualified, ready, willing, and able to be consistent with terms and conditions offered by the respondent?

No. Though the complainant did complete the request for approval for his swing set; he didn't follow the appeal process with the alternatives given. The complainant submitted a request to erect a swing set on the right side of his home, which was denied. The respondent disapproved the complainants request based on the location that the complainant desired for the swingset to be placed. The respondent stated to the complainant in writing that every existing swing set is located in the rear of homes and listed four addresses that currently have swing sets in place in there rear yards. The disapproval letter stated that the architectural review board suggests that he consider the alternative and request to have his swing set placed in his rear yard. Complainant didn't attempt to request approval for his swing set in his rear yard or comply with any of the alternatives that were provided. During the investigation, pictures were provided of all the current swing sets that are in the community which are all located in the rear of homes; there were no

swing/play sets in the side yards of any homes.

3. Did the respondent willfully fail or refuse to offer the same terms and conditions to the complainant as were offered to other persons?

No. The respondent offered the complainant the same terms and conditions that were offered to other homeowners. All homeowners are required to submit a request for approval for swing/play sets. The complainant did submit a request, however, his request was denied. The respondent did not show more favorable terms and conditions to other residents regarding swing sets because all swing sets that are currently in place are in the rear yards of the homeowners. The respondent instructed the complainant to submit a request similar to some of the other homeowners with swing/play sets and the complainant refused to do so.

The swing set the complainant requested was denied based on the intended location. There is no evidence to support that the complainant's request was denied based on his familial status.

The ARB guidelines have no specification or restriction where swing sets can be placed; however, the ARB has the authority to approve and disapprove the swing set location. Note on page four of the ARB guidelines, L. 2 "Swing sets must be approved by the ARB and if approved must be securely anchored per hurricane specifications". The ARB has never approved a swing set in any location other than a homeowners back yard.

The current ARB did not approve the complainant's request. Early last year, the complainant put in his first application for a swing set which was also denied and was compromised of a different group of members.

Based on the evidence revealed during the investigation, a no cause determination is recommended.

V. ADDITIONAL INFORMATION

Notwithstanding this determination by HUD, the Fair Housing Act provides that the complainant may file a civil action in an appropriate federal district court or state court within two years after the occurrence or termination of the alleged discriminatory housing practice. The computation of this two-year period does not include the time during which this administrative proceeding was pending. In addition, upon the application of either party to such civil action, the court may appoint an attorney, or may authorize the commencement of or continuation of the civil action without the payment of fees, costs, or security, if the court determines that such party is financially unable to bear the costs of the lawsuit.

The Department's regulations implementing the Act require that a dismissal, if any, be publicly disclosed, unless the respondent requests that no such release be made. Such request must be made

by the respondent within thirty (30) days of receipt of the determination to the Field Office of Fair Housing and Equal Opportunity at the address contained in the enclosed summary. Notwithstanding such request by the respondent, the fact of a dismissal, including the names of all parties, is public information and is available upon request.

A copy of the final investigative report can be obtained from:

James Sutton
Director
Southeast/Caribbean Office of
Fair Housing and Equal Opportunity

or

Jesse Washington, Jr.
Commissioner
South Carolina Human Affairs Commission

INTERNATIONAL CLUB HOA

NOTICE OF SPECIAL MEETING

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.***

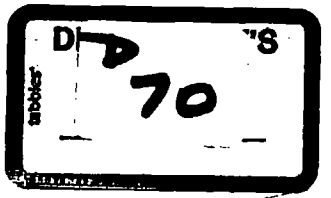
The purpose of this Special Members' Meeting is to formalize an easement that the Board of Directors is granting to Central Electric Cooperative. THIS IS NOT A VOTING MEETING OF THE MEMBERHSHIP. DETAILED INFORMATION WILL BE PROVIDED TO THE MEMBERSHIP AND THEIR RESPONSES ARE WELCOME AND WILL BE HEARD.

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
238 Seville Drive
Murrells Inlet, SC 29576
Ph: (843) 651-1392
Email: rtoth@sccoast.net



INTERNATIONAL CLUB HOA MASTER ASSOCIATION EASEMENT COMPENSATION

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

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION, INC.
SPECIAL MEETING

APRIL 19, 2010
6:00 P.M.

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.

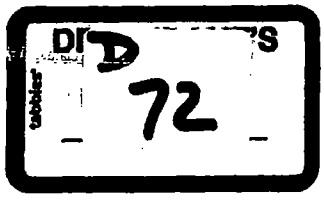
II. All Members in attendance were asked to please stand for the pledge of allegiance.

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

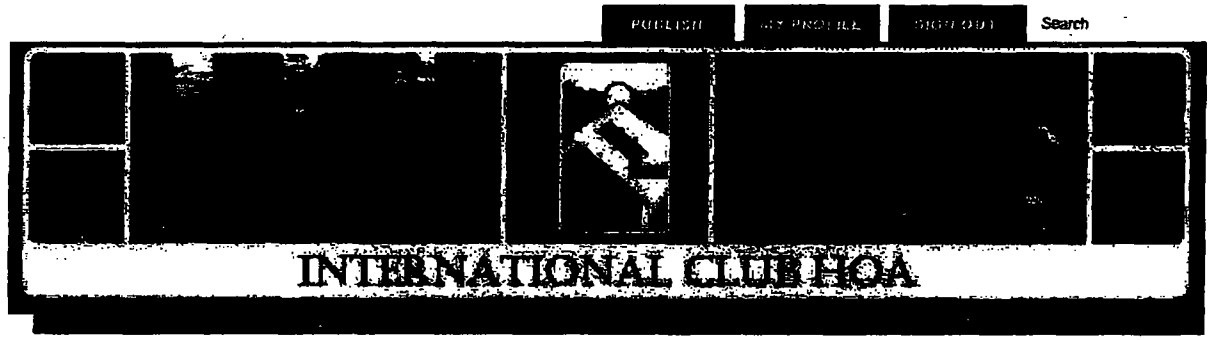
X. Motion to Grant the Easement
A motion was made to grant the easement to Central Electric Power Cooperative, Inc.
Motion made by: Bill Freiboth
Seconded by: John Bianchi
Vote: Passed unanimously with a roll call vote

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



4-23-2010 FRIDAY FACTS

Summary:

INTERNATIONAL CLUB "FRIDAY FACTS" - APRIL 23, 2010

Here is this week's update from your Board:



There was a Special Meeting held on Monday, April 19, 2010 at St. James High School on Highway 707 in Murrells Inlet - the purpose to grant an easement to Central Electric Cooperative for the installation of power poles and lines that will cross International Club Blvd at our front entrance. The easement compensation package includes a landscape mitigation agreement with a minimum of 84 plantings and financial compensation in the amount of $83,000 - $50,250 has been earmarked to be distributed among the 670 homeowners of the community. Funds have been allocated for the Special Meeting expenses, tax liability, contingent expenses, and landscaping projects. We will be asking for your suggestions on these future beautification projects for the Common Areas.

The pool wristbands needed this season for resident pool access have arrived. We have scheduled a pool registration session at the Amenity Center on Tuesday, April 27th. Please stop by at your convenience between the hours of 4 PM and 7 PM, and bring your card keys.

We will ask you to fill out an information form and will distribute the appropriate number of wristbands for you and the occupants of your home, and we will verify your card keys.

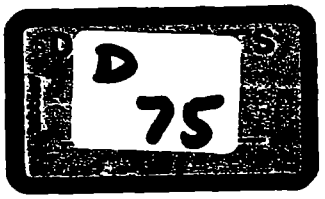
It will be necessary for owners to be registered at the website and provide an email address in order to have the capability to generate pool guest passes online, and we can provide assistance with this registration on April 27th.

Those owners who rent their homes for one-year or longer terms will need to have a copy of the lease on file at K.A. Diehl before wristbands can be issued to their tenants.

If you are unable to attend, you will still be able to get your wristbands, but you will have to go to the K.A. Diehl office with advance notice.

This information below only pertains to P.A.Co. residents - The Glens, The Highlands, The Links, The Meadows, and Pebble Creek).

We have had multiple inquiries regarding the state of the ponds. There are four ponds in our community that the HOA is responsible for treating and maintaining. Our pond maintenance firm has advised us that the algae bloom we are seeing now is the result of fertilizers being used on the lawns leading up to the ponds. If your property abuts a pond, please be aware that the fertilizer you use may run off into the pond. The ponds have been



treated for the algae, and we should start to see an improvement soon.

The next scheduled informal Question & Answer session has been scheduled for Wednesday, April 28th at 7 PM. The topic for this session will be the Architectural Review Board guidelines and general information about the ARB procedures. Members of the ARB will be on hand to answer your questions; however, please be advised this is just for general information (there will be no reviews of pending applications or decisions made).

The latest information posted to the website is the Covenant Violation Policy. You will find samples of the progressive violation letters that will be sent. This policy takes effect May 1, 2010. The sample letters are in the documents section in the Architectural Review Board and Covenant Violations folder.

We're seeing a good response to the new Classified Ad section on the website. Click on the Classified Tab and follow the instructions and read the terms and conditions. There are different categories, so homeowners can advertise their services, items for sale, etc. This is a free service for all community members, so please check it out.

The Welcome Committee is being reinstated, so please complete a Volunteer Form on the website if you would like to be a member of this committee.

Thank you to all our residents who take the time to send us suggestions and concerns. We are committed to hearing your input as we move forward in the community. Now is the time to sign up for access to the official website. We are striving to add as much information to the website as possible, so keep checking in for new information.

As always, please encourage your neighbors to sign up to access the website (see directions below). This is the most effective way for us to keep you updated and informed.

1. Go to http://internationalclubhoa.com/
2. Go to "sign in" on top right of page and follow directions to sign up
3. Once there you can check your account, access governing documents, send questions/comments to the Board, etc.
4. Please contact K.A.Diehl at 357-9888 if you experience problems registering

Remember to check the directory to verify your contact info is correct. You may list contact info for each individual living at the residence. If you rent your home, please provide the names of your renters. Homeowners have the capability to edit their directory info themselves, and as often as may be necessary.

Until next week,

International Club HOA

Board of Directors

**Amenity Center/Recreational Facilities are limited to P.A.Ce. members (residents of The Glens, The Highlands, The Links, The Meadows, and Pebble Creek).



Privacy Policy | Terms of Service | Rules and Regulations

Homeowners association management software by AssociationVoice © 2012. All rights reserved.

LANDSCAPING MITIGATION AGREEMENT

WHEREAS, Central Electric Power Cooperative, Inc. (hereinafter "Central Electric") have entered into an easement for the construction, maintenance, and operation of a transmission system for electric power and energy across property either owned, controlled, or under the authority or management of International Club Homeowners' Association (hereinafter "International Club"); and

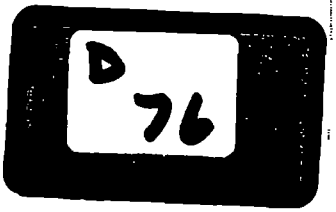
WHEREAS, the parties wish and desire to also enter into an Agreement for landscaping the area within the easement obtained and the effected area surrounding the easement part or which is on property owned, controlled, or under the authority or management of International Club; and

WHEREAS, Central Electric and International Club desire to mitigate the loss of vegetation and visual impact of the project; and

WHEREAS, the parties desire to do mitigation in accordance with all federal regulations, state laws, and local ordinances, as applicable,

THEREFORE, the parties hereby agree as follows:

1. That Central Electric, at its sole cost and expense, shall install trees and vegetation in the easement area and on abutting property area owned, maintained, or controlled by International Club for the purpose of providing a natural appearing visual screen of the easement, the corridor of the easement and the structures and wires installed within the easement, and the adjacent International Club Drive. It is understood that it is not possible to eliminate all visibility of the structures and wires constructed within the easement. Notwithstanding, Central Electric Cooperative agrees to use all reasonable methods, materials and efforts to significantly reduce the potential visibility of the structures and wires constructed within the easement, and the adjacent International Club HOA property.
2. That the work performed will be in accordance with any applicable local, state and federal regulation or rule. It is understood that current regulations and rules applicable to this easement area require that trees with medium to tall mature growth heights (greater than fifteen (15') feet) **cannot** be used within the power line easements. It is contemplated that



within the easement area, the plantings will be evergreen shrubs, which evergreens may include wax myrtles, ligustrums, yaupon holly, tea olive, and the like. It is specifically agreed that the determination of exact location and type of plants and material to be used in the landscaping will be done with consultation with International Club, however, the final determination of location and type of plants and materials used, shall be and will remain with Central Electric, its agents and employees.

3. It is agreed that plants, trees and materials used outside of the easement area and on the property of International Club shall be designated in location by International Club upon consultation with Central Electric. The selection of the exact plant material shall remain with Central Electric. However, the location shall be in accordance with the reasonable desires of International Club.

4. With regard to work performed on property outside the easement area, but owned, controlled, or maintained by International Club, International Club shall indemnify and hold harmless, Central Electric, its agents, subcontractors and employees, from any and all claims, damages or losses arising out of the material, plants, or location of same, except in cases of gross negligence by Central Electric, its agents, subcontractors and employees.

5. It is agreed that Central Electric will, to it's best ability, use plants and materials which are indigenous to the area.

6. It is agreed that before the replanting of the landscaping is performed, a general scheme or plan of the landscaping shall be presented to International Club by and through its Board of Directors for advice. Provided however, the final determinations of location, plants and materials shall be in accordance with paragraphs 3 and 4 above.

7. This agreement represents the full and final agreement of the parties, and it is explicitly agreed that all prior negotiations, discussions and agreements related to the landscaping are integrated and contained herein.

8. Any amendment to this agreement must be made in writing and signed by both parties.

INTERNATIONAL CLUB HOMEOWNERS' ASSOCIATION

By: _____

Its: PRESIDENT

CENTRAL ELECTRIC POWER COOPERATIVE, INC.

By: _____

Its: SVP + Corporate Counsel

AREA REQUIRED FOR PROPOSED 50' WIDE ELECTRIC TRANSMISSION LINE R/W ON CEPC TRACT 14
FROM STA. 43+21.97 TO 45+77.60
0.31 ACRE

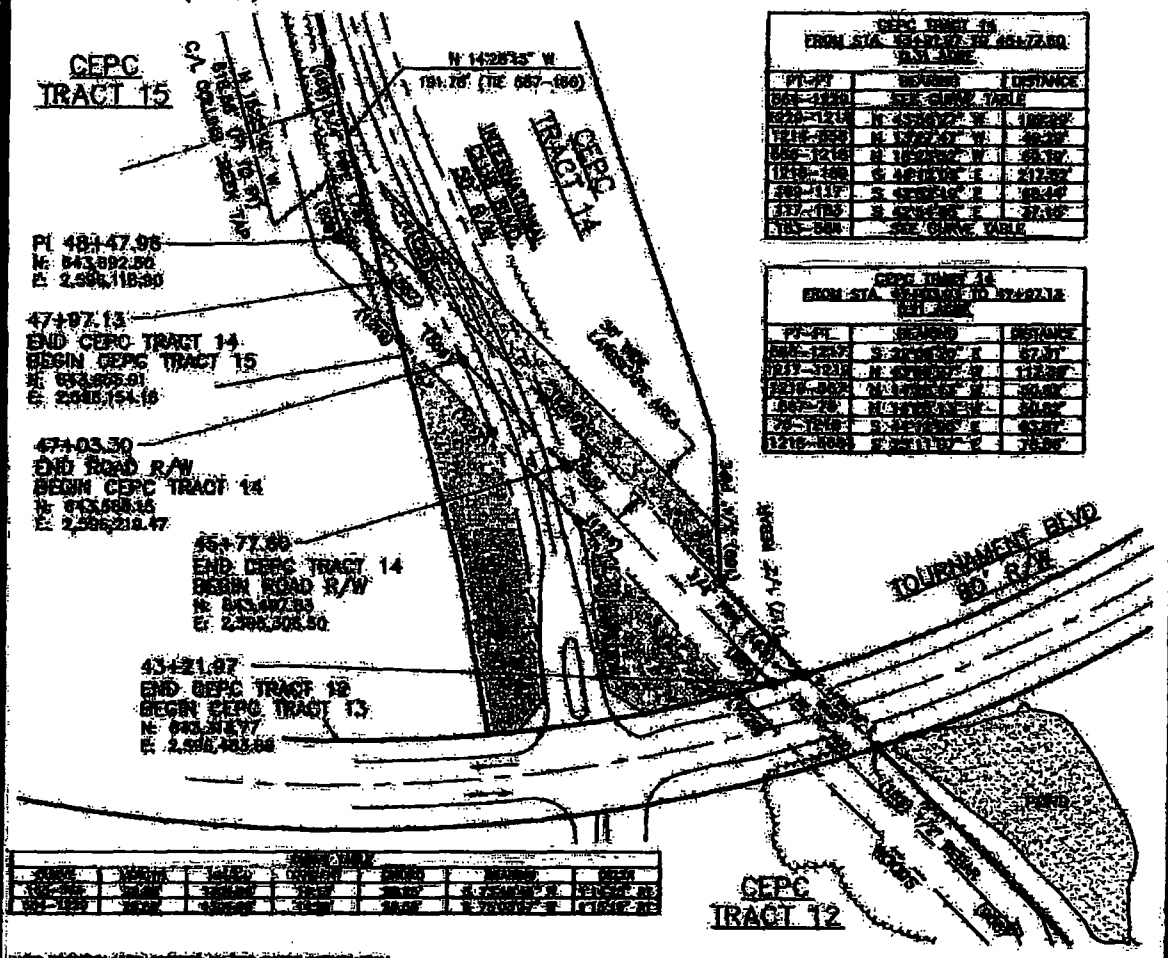
FROM STA. 47+03.03 TO 47+97.13
0.11 ACRE

TOTAL AREA: 0.42 ACRE



STATE GRID NORTH
NAD 83 (2007)

TMS # 194-00-02-101
DEED: BOOK 3408 PAGE 1694
PLAT: BOOK 155 PAGE 165



CEPC TRACT 14
FROM STA. 43+21.97 TO 45+77.60
R/W LINE

PT-PT	BEARING	DISTANCE
686-1210	SEE CURVE TABLE	
1210-1211	N 45°00'00" W	1.00'
1211-1212	N 135°00'00" W	50.00'
1212-1213	N 180°00'00" W	65.10'
1213-1214	S 45°00'00" E	212.55'
1214-1215	S 90°00'00" E	50.00'
1215-1216	S 45°00'00" E	37.10'
1216-686	SEE CURVE TABLE	

CEPC TRACT 14
FROM STA. 47+03.03 TO 47+97.13
R/W LINE

PT-PT	BEARING	DISTANCE
686-1217	S 31°06'50" E	57.47'
1217-1218	N 90°00'00" E	112.28'
1218-1219	N 0°00'00" E	50.00'
1219-70	N 90°00'00" W	20.00'
70-1220	S 45°00'00" E	63.64'
1220-1221	S 90°00'00" E	75.00'

CURVE TABLE

POINT	RADIUS	LENGTH	CHORD	DELTA	BEARING	DIST.
686-1210	50.00'	78.54'	70.71'	90°00'00"	S 45°00'00" E	70.71'
1210-1211	50.00'	78.54'	70.71'	90°00'00"	S 45°00'00" E	70.71'

MAP OF PROPOSED LANDSCAPE EASEMENT
PREPARED FOR
CENTRAL ELECTRIC POWER COOPERATIVE
T-42 COLLINS CREEK TAP 115 kV
CROSSING PROPERTY OF
CEPC TRACT 14 – INTERNATIONAL CLUB HOME OWNERS ASSOCIATION
LOCATED 2.5 MILES WEST OF GARDEN CITY BEACH
HORRY COUNTY, SOUTH CAROLINA
NOVEMBER 20, 2009

0 100' 200' 300' 400' 500'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, SOUTH CAROLINA 29065 Phone (803) 345-5297

MICHAEL R. MILLS S.C.P.L.S. # 11600

I HEREBY CERTIFY THAT THE DISTANCE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE AS SHOWN ON THIS PLAT IS NO LESS THAN 1/10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY LINE FROM ACTUAL FIELD SURVEYS. AREA WAS DETERMINED BY COORDINATE METHOD OF AREA CALCULATION.

S.C.P.L.S. SEAL
SOUTH CAROLINA
GLENN ASSOCIATES SURVEYING INC.
No. C0252
REGISTERED LAND SURVEYOR

SURVEYORS SEAL
SOUTH CAROLINA
LAND SURVEYOR
MICHAEL R. MILLS

SURVEYORS SEAL

11-20-2009

INTERNATIONAL CLUB PROPERTY OWNERS ASSOCIATION, INC.

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

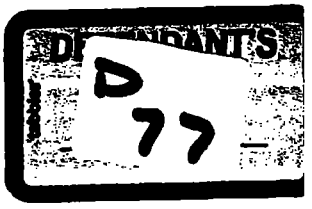
B. Central Electric Power Meeting, April 19, 2010
A motion was made to approve the April 19, 2010 Central Electric Power Special Members Meeting Minutes as written.

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, Secretary

BUILDING COMMITTEE REPORT MAY 7, 2010

At our last meeting we discussed several items that require impute from the board. When you have had the opportunity to make a decision we will carry on as decided.

1. As you know the containers for the wipes have been installed in the Gym, now we have the matter of replacing the wipes as needed. Apparently, the current system for replacement is not quite satisfactory. Wipes were ordered some time ago, but the actual order to the manufacturer is taking some time to be made. We as a board felt it is a job the committee could handle– ordering the wipes were needed.

2. It has been brought to our attention that the TV in the amenities room is not working so well. At our next meeting we will be checking out the sound system and make a recommendation if that should prove necessary.

3. Max Fitness checks the equipment in the gym and we have some questions with what work they actually perform. Is it possible that we could have a copy of the monthly report.

4. We discussed the alarm system at some length, but it was a little difficult to know just what was required of the alarm system since we did not have a copy of the contract with ADT. It would be helpful to have a copy.

5. Our system of unlocking the closet for renters, hanging the "Room In Use" sign, locking closet door and checking the renters cleaning work appears to be working well. The renters give us a call and we arrange a meeting time with them.

6. Climbing the stairs to library has been impossible for me for the last couple of months so the library has been "Let Go." People have not been standing in line to file books so if the board could step in and see if there is someone that would want to help out as a library committee of 2, it would be appreciated. I am hoping in the next week to make my way upstairs and get the library in order.

Dorothy Paton

GOLF COURSE COMMITTEE UPDATE – MAY 5, 2010

INTERNATIONAL CLUB RESIDENT APPRECIATION DAY

Sundays continues to be considered Resident Appreciation Day. Anyone living in the International Club community will receive a discounted rate of $32+ tax from May thru September. This rate includes 18 holes of golf, range balls and lunch off our new lunch menu. The rate is valid for a resident and up to three guests. Reservations may be made up to a week in advance. To reserve tee times call 651-9995 and identify yourself as a resident of the International Club community. Valid ID showing residency will be required at check-in.

THURSDAY NIGHT 9 HOLE SHOOT-OUTS

Thursday Night 9 Hole Shoot-Outs begins Thursday May 6 at 5:00pm. Format is four person team captain's choice. Teams can be all men, all ladies or mixed. Each team must use two drives per participant. Cost is $35 which includes team prizes, food, and individual raffle prizes such as drivers, fairway woods, rescue clubs, golf bags, etc. You can sign up as an individual or a team before each Thursday. Spots fill up quickly. Call 651-9995 to reserve you spot.

9 HOLE COUPLES LEAGUE

The International Golf Club is looking to start a 9 Hole Couples League on Sunday afternoons commencing in June (Time TBD). The cost would be $30 a couple and include lunch and range balls. A sign-up sheet will be maintained in the pro-shop for those couples interested in participating.

DRIVING RANGE CLOSED MONDAYS AT @:2:00PM

The Driving Range will be closed every Monday afternoon at 2:00pm for maintenance to include mowing, retrieving range balls and attending to other needs to improve the range.

FOOD & BEVERAGE

Lunch continues to be served from 11:00am to 3:00pm on the expanded lunch menu daily. Additionally lunch is included with each round of golf for local residents, passport and senior card members for May. Call the pro-shop for applicable prices and tee-times. On Thursdays Chef Bill has the outside grill going for grilled hamburgers and weekly grilled specials.

SOCIAL COMMITTEE REPORT TO THE BOARD
QUARTERLY MEETING MAY 5, 2010

WE HAVE HAD SEVERAL SUCCESSFUL EVENTS SO FAR THIS YEAR:

- FOUR FIRST FRIDAY HAPPY HOURS -- WE NOW HAVE A THEMED TRIVIA QUIZ AT EACH HAPPY HOUR WITH A PRIZE GOING TO THE WINNER.
- ST. PATRICK'S DAY DINNER AT THE GOLF COURSE CLUBHOUSE (LOTS OF FUN!)
- THREE BOWLING OUTINGS (AMID THE CONSTRUCTION)
- NEIGHBORHOOD GARAGE SALE WAS INCREDIBLE -- OVER 60 HOMES PARTICIPATED AND KAREN NIERENGARTEN PICKED UP LEFTOVERS FROM 25 HOMES TO BE DONATED TO ANIMAL RESCUE.

COMING EVENTS

- MAY 7: CELEBRATE CINCO DE MAYO HAPPY HOUR
- MAY 14: CREATIVE CRAFTERS GROUP FIRST MEETING -- ALL CRAFTERS WELCOME
- JUNE 4: TROPICAL LUAU AT GOLF COURSE CLUBHOUSE. WATCH FOR MORE INFORMATION ON MENU, COST AND TICKET SALES. HINT: THERE WILL BE A WHOLE ROAST PIG INVOLVED.
- JUNE 19: ICE CREAM PARTY AT THE AMENITIES CENTER
- BOWLING -- SURFSIDE BOWLING CENTER HAS FINISHED ITS MAJOR REMODELING PROJECT AND WE WILL BE PICKING A NEW TIME TO FIT THEIR SUMMER SCHEDULE.

FINANCIAL REPORT

ANNUAL BUDGET:	$1,200.00
EXPENSES (TO 4/30)	244.28
BALANCE	$ 955.72

- EXPENSES ARE FOR DECORATION, PAPER PRODUCTS, SOFT DRINKS, OR PRIZES. EXPENSES FOR THE GARAGE SALE ARE NOT INCLUDED.

THE SOCIAL COMMITTEE MEETS ON THE SECOND TUESDAY OF EVERY MONTH AT THE INTERNATIONAL CLUB GOLF COURSE CLUBHOUSE AT 10:30 AM.

OUR EVENTS ARE LISTED UNDER NEWS AND EVENTS ON THE HOA WEBSITE, AND WE ALSO HAVE PHOTOS FROM MANY OF OUR EVENTS ON THE WEBSITE IN THE PHOTO GALLERY.

##########

Welcome Committee Report

Members: Cheryl Chmilewski

Recruiting members: TBD

Objective:

- Update documents in Welcome Packet
- Meet & Greet new neighbors
- Inform newest neighbors of social activities
- Register new neighbors on the International Club website

Today, I'd like to invite anyone who feels that the Welcome Committee is a committee that you'd like to serve on. Our first meeting is planned for Wednesday, May 12th @ 7pm – 9pm in the Amenity Center. If for any reason the Amenity meeting room is being used, we will meet upstairs in the Library.

It is the hope of this committee to make welcome the newest members and to inform/ promote the International Club.

We'd like to leave with them an up to date welcome packet containing the very items they may need. Communication is our main objective.

It is hoped that the Welcome Committee will work in conjunction with the Social Committee in planning a Meet and Greet for the newest members of the neighborhood just like before when the community was new.

At our first meeting, we will be focusing on the contents of the Welcome Packet, and brainstorming ideas for promoting the International Club community.

X Cheryl Chmilewski

Cheryl Chmilewski
Welcome Committee Member

INTERNATIONAL CLUB WEBSITE REPORT
5/5/2010
Bill Freiboth

Our Internationalclub website continues to grow compared to last quarter. **The website attempts make it easier for you to contact K.A. Diehl, HOA board and committee members, and fellow residents. Contact is supported email distribution and by residents logging onto the website at any time. Examples of Growth include:**

•Number of **residents** contacted weekly by your board by email: **673, up from 550 last quarter; up from 350 one year ago.**
•Number of **residences** (not persons) that visit the website: **342, up from 280 last quarter**
•Residents who visit the website: average **120 per calendar** day, up from 80.
•The **website record for visitors** on a peak day increased **to 221, up from 150 previously**
•There are now **1,343 individual contacts** listed in our association directory.
•Since the first of the year there have been over 11,000 visits to the website, and 48,000 pages of information provided.
•We've added email contact with most Villas owners this quarter, and are attempting to reach other Villas and Cambridge owners.

Some of the most popular uses for the website include:

–**Classified Ads**; they are new this quarter. Classifieds offer FREE advertising for residents
–**Directory Search** to locate association members and fellow residents
–**Social Activities, Event Calendar, and special event announcements**
–**Web forms** including contact the board and maintenance requests. Camille already briefed you on that activity.
–Some of the most frequent uses for email are **Friday Facts and the Social Committee Newsletter.**
–We can also quickly reach increasingly large numbers of residents in the event of a special announcement or emergency.

Upcoming Plans:

–**pool guest passes** – ready to go, waiting for the start date for the pool monitor
–the ability to **use the website to register for POOL wrist bands.** This should especially benefit out of town owners, and those who are not reached by our in-person registration events.
–Support for new communication needs of committees.
–Continued expansion in the number of people and residences reached and types of information provided.
–

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

RBC Bank™

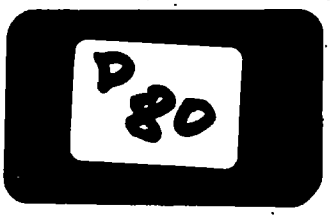
3320 HOLCOMB BRIDGE ROAD
NORCROSS, GEORGIA 30092
PHONE 770-242-8582
FAX 770-242-8253

AC

INTERNATIONAL CLUB HOMEOWNERS ASSOCIATION

ARCHITECTURAL 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

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.***

07/2010

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 HOA
Board Action With Out a Meeting

The Board of Directors has agreed to ratify all ARB decisions to date, August 11, 2010, and further the Board will ratify monthly, any and all actions of the ARB.

Director's Signature	Date
[illegible]	August 12, 2010
Maureen Sullen	August 12, 2010
Cole Branch	8/16/10
Camille Norman	8/16/10
William Frankel	8/16/10

D 81

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

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

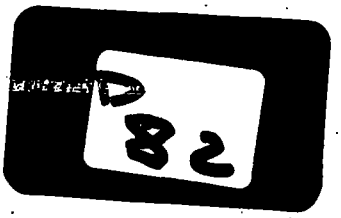


EXHIBIT I

07/2010

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: _____

Jarmuth Fence / Flower Bed Request

RECEIVED
SEP 30 2010
BY:

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

D 83

EXHIBIT J

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

Jarmuth Fence / Flower Bed Request

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.

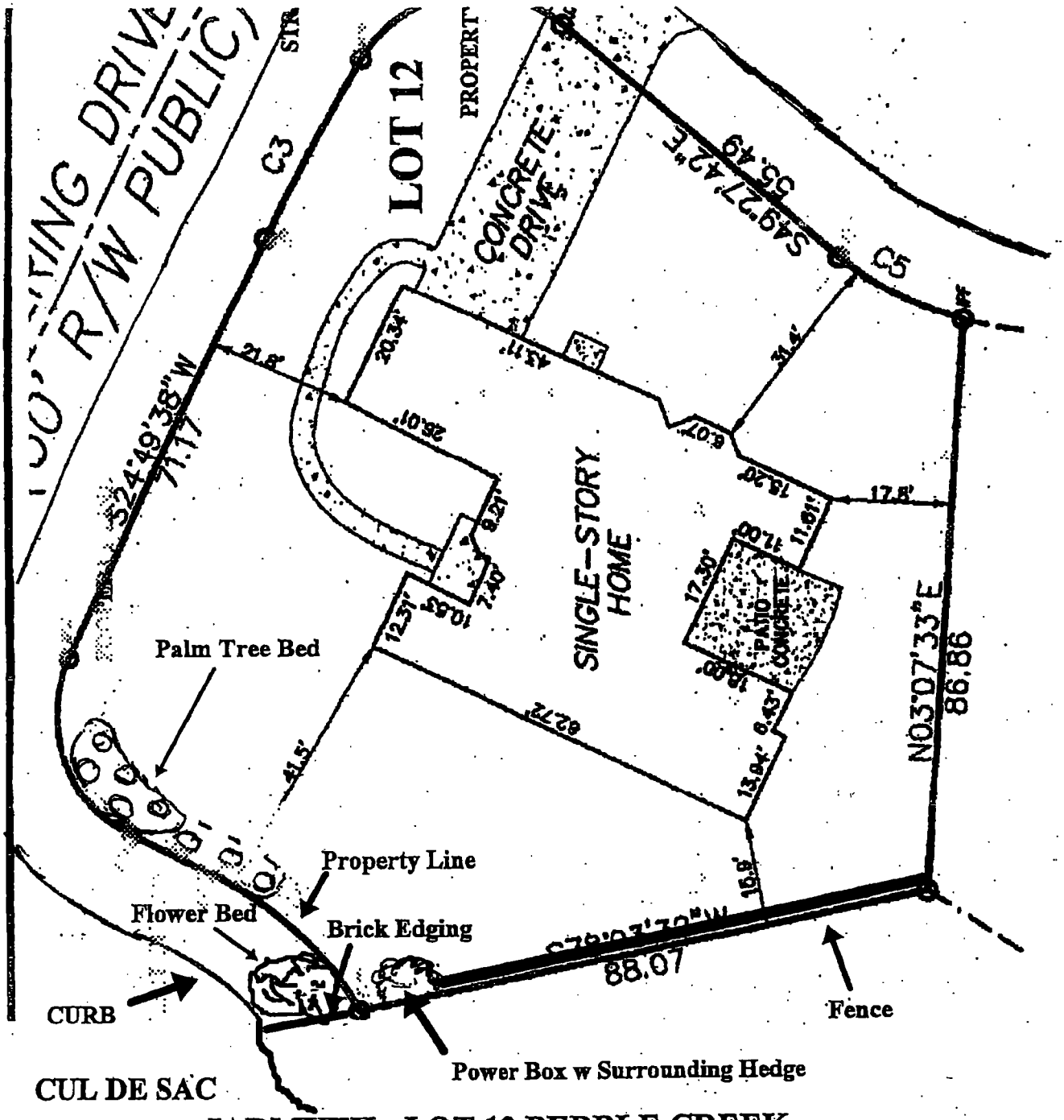
Date of Submission: September 30, 2010

Homeowner Signature: J

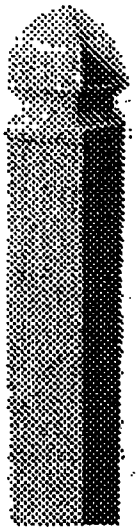
ARB Exterior Modification Submittal Check List

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.



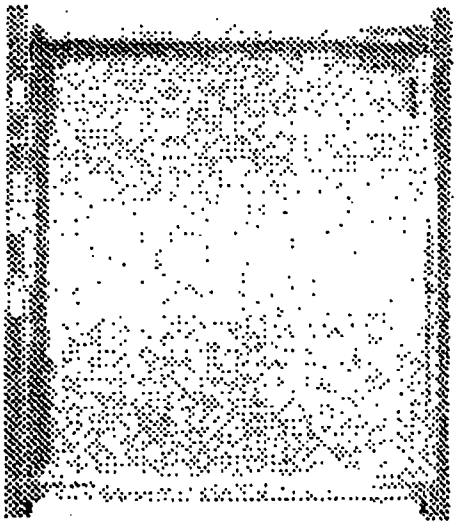
JARMUTH - LOT 12 PEBBLE CREEK



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 Owner's 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 installation shall expire six months from the date of approval 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

Jason A. Allen

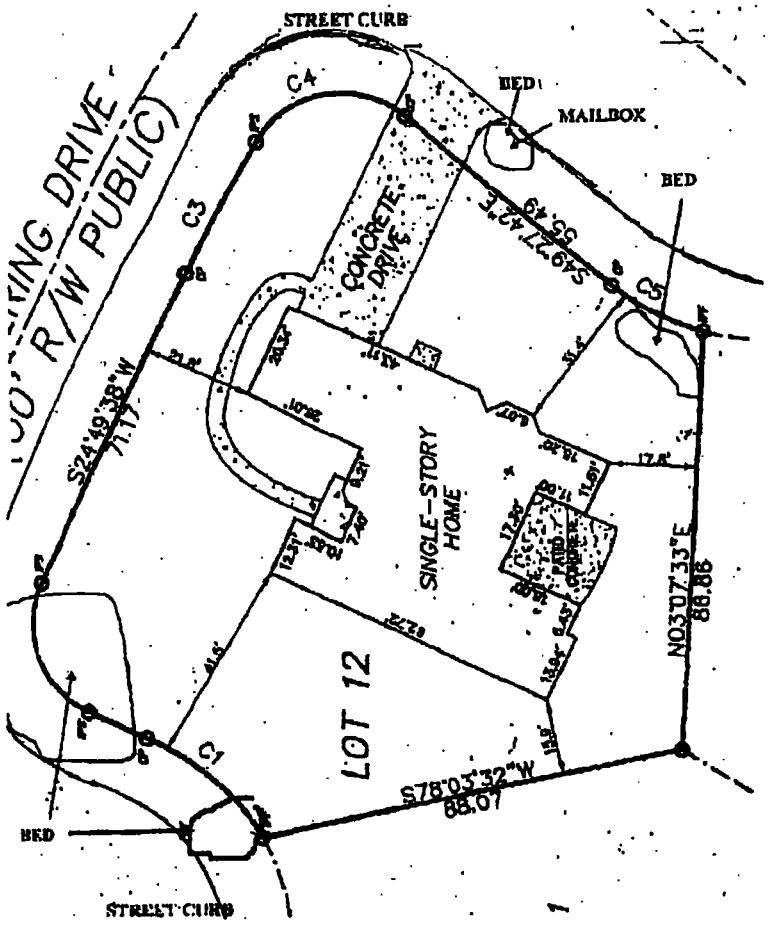
HORRY COUNTY
ENCROACHMENT PERMIT

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

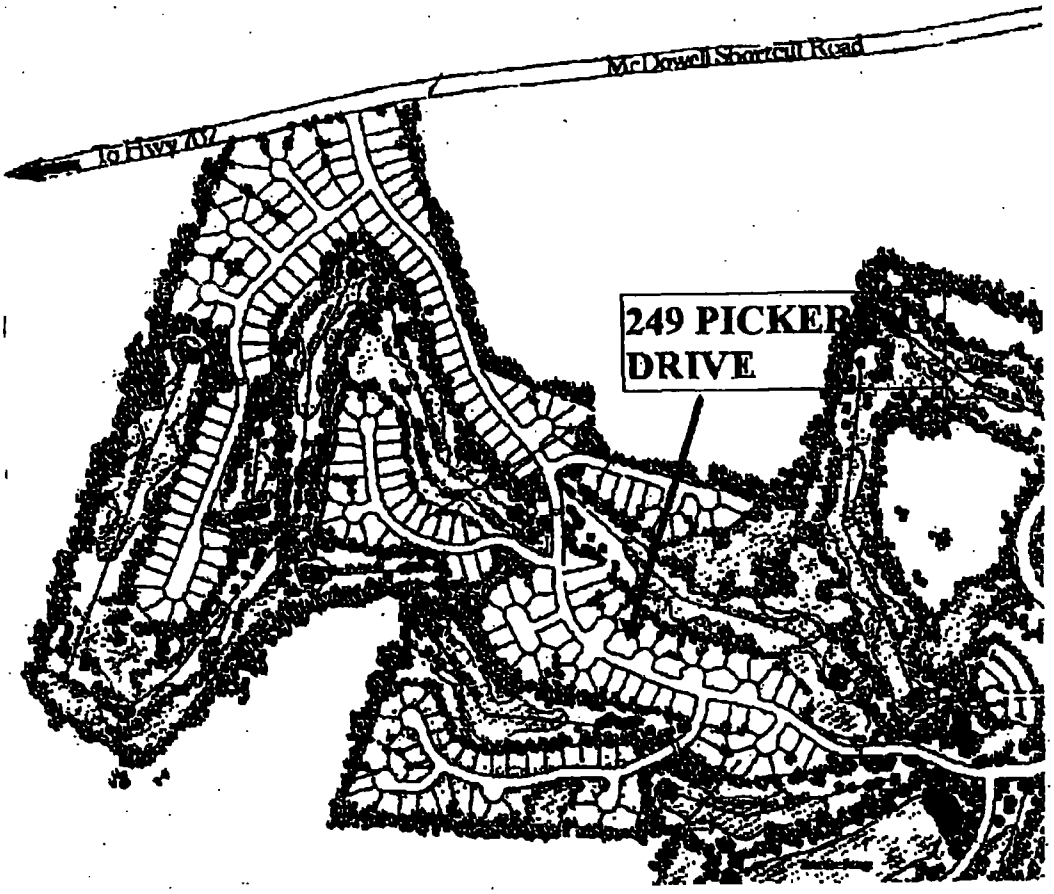
HORRY COUNTY
ENCROACHMENT PERMIT

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:

International Club ARB Meeting
October 5, 2010
Minutes

The regular meeting of the ARB was held on Tuesday October 5, 2010 at 1:00 P.M. at the office of K.A. Diehl & Associates located at 11740 Hwy 17 Bypass South in Murrells Inlet, SC 29576.

I. **Open Meeting**
The meeting was called to order at 1:00 P.M. ARB members in attendance were Bill Fletcher, Hank Hodges, Peter Warren and Board Liaison Bob German. Unable to attend were Jane Bowers and appointed liaison Roseanne Gillie. Also present were Julie Case and Beckie Abel with K.A. Diehl & Associates.

II. **Approval of Minutes**
A motion was made to approve the meeting minutes from September as written.
Motion made by: Peter Warren
Seconded by: Bill Fletcher
Vote: Passed unanimously

III. **Old Business**
- Palmieri – Disapproved trash enclosure
  Members of the ARB conducted a site visit to determine if an approval can be given based on their submittal. The addition was approved.

- Cairns – Pending removal of two trees *(Approved via email 9/21/10)*

IV. **Pending Reviews**
- Mahnke – Install a swing set in the backyard
  Approved (3-3)
- Welch – Install 2 October Glory Maple Trees
  Approved (3-3)
- Hodges – Various landscaping modifications install low voltage lights and add a flag pole.
  Approved (3-3)
- Hane – Install arbor
  Approved (3-3)
- Starinshak – Extension of existing patio and add small lattice fencing at patio for privacy as well as rearrange of two planting beds
  Denied (3-3) No Plat Plan
- Jarmuth – Add fencing and lawn edging
  Mr. Jarmuth attended the review of his application. Mr. Jarmuth recorded the review and had all active members present to state their name for the



record. Mr. Jarmuth presented his request and provided additional information on why it should be approved in conjunction with personal issues he is experiencing with a neighbor.

The fence was denied due to the direct violation it presents to the covenants. A letter will be sent to Mr. Jarmuth asking him to remove the already installed foundation for the intention of erecting the presented privacy fence. Disapproved (3-3)

- Fleishman – Install solar tube for kitchen
  Approved (3-3)
- Gallingane – Install pergola over existing patio
  Approved (3-3) – Need Deposit and Fee
- Corfield – Install satellite dish
  Approved (3-3)
- Thommen – Screen in patio (fee and deposit needed)
  Appoved (3-3)
- Bloechle – Change color of front door and shutters to dark brown from black
  Approved (3-3)
- Spruce – Enclose rear porch.
  Disapproved – Need additional information

V. New Business

The new members of the ARB took this time to inquire about ARB functions within the guidelines.

The members also discussed the desire to move the meeting time to the earlier part of the day in the future.

VI. Schedule of next meeting

The next scheduled meeting will be held on November 2, 2010 at 3:30 P.M.

VII. Adjournment

A motion was made to adjourn the meeting at 2:05 P.M.

Motion made by:	Hank Hodges
Seconded by:	Bill Fletcher
Vote:	Passed unanimously

Respectfully submitted by:_____
Julie Case, Assistant Community Manager

Approved by:_____
ARB Representative

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

10/8/2010

Ronald E. Jarmuth
249 Pickering Drive
Murrells Inlet SC 29576

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.

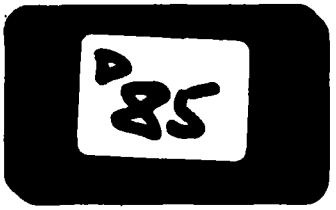
Be aware that you are responsible for contacting the appropriate Utility Companies before digging.

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
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



EXHIBIT L

104-12

RECEIVED
OCT 13 2010
BY: .....

Ronald Jarmuth
249 Pickering Drive
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

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,

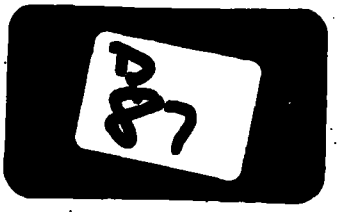


EXHIBIT M

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.

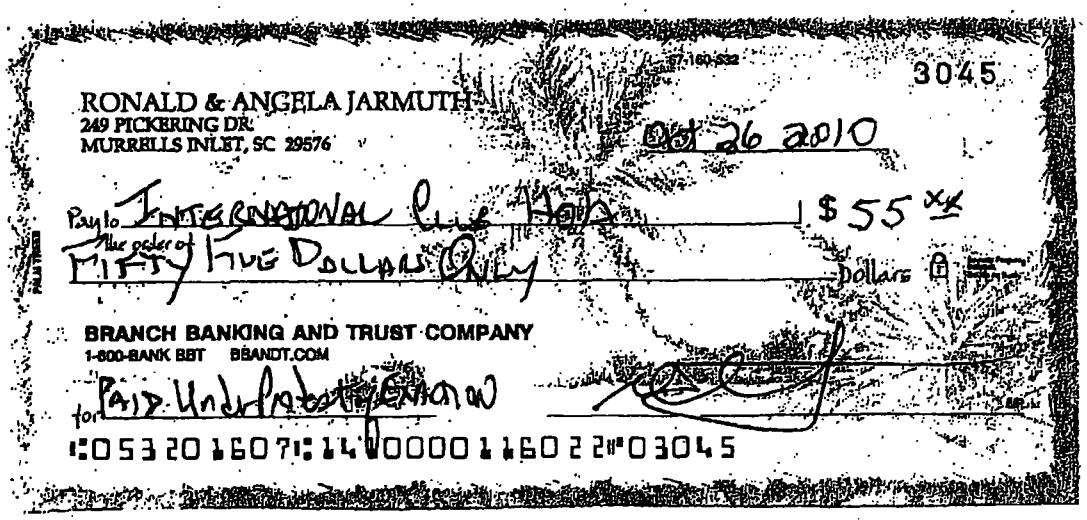
4. I reserve my right to take parallel recourse at law or in equity, since by disputing the authority of the HOA in this matter I am disputing the necessity of an "Appeal".

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



3045

RONALD & ANGELA JARMUTH
249 PICKERING DR.
MURRELLS INLET, SC 29576

Oct 26 2010

Pay to INTERNATIONAL Club Hall $ 55 xx

the order of FIFTY FIVE Dollars

BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBANDT.COM

for Paid Underlying Obligation

:053201607: 14 00001160 22 03045

EXHIBIT N

International Club ARB Meeting
December 7, 2010
Minutes

The regular meeting of the Architectural Review Board was held on Tuesday, December 07, 2010 at the office of K.A. Diehl & Associates, Inc. located at 11740 Hwy 17 Bypass South in Murrells Inlet, SC.

I. **Open Meeting**
The meeting was called to order at 10:30 AM. Members present with the ARB were Bill Fletcher, Peter Warren, Jane Bowers, Board Liaison Bob German and newly appointed member Robert Pierce. Members Hank Hodges and Charles Roche were unable to attend. Also present was Julie Case with K.A. Diehl & Associates, Inc.

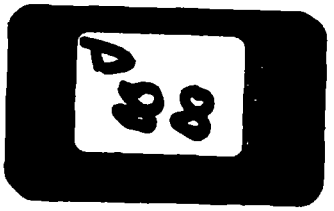
II. **Approval of Minutes**
A motion was made to approve the November Meeting Minutes as written.
Motion made by Jane Bowers
Seconded by Peter Warren
Vote passed unanimously

III. **Old Business**

- Vote for ARB Chairman
  A nomination was made by Jane Bowers to elect Bill Fletcher as the International Club Architectural Review Committee Chairman and the nomination was seconded by Peter Warren.
  Mr. Fletcher accepted the nomination and it was put to a vote.
  All ARB members were in favor so the vote passed unanimously.
  **Charles Roche submitted his approval of Bill Fletcher serving as the ARB Chairman via email on December 7th, 2010.*

- Jarmuth – Fence foundation status
  After the November Meeting was adjourned, a site visit was conducted to inspect the status of the brick foundation that was to be removed after the denial of a 6 ft. privacy fence by the ARB. The foundation still exists on the property as of December 7, 2010 and action will continue until the unapproved modification is brought into compliance.

- Bianchi – Solar tube & attic fan (discussion of approved install)
  A Notice of Contingent Approval was sent to the owner on November 5, 2010 for the installation of the solar tube and attic fan. The contingency given in the notice specifically states, "Contingent approval is given if it is installed on the side or back of the home."



The ARB will conduct a site visit to inspect the completed installation and report the status of compliance.

- Spittel – Unapproved solar install
  During a property inspection it was noticed that there was an unapproved installation on the roof in the front of the home. It appears to be a solar tube or like object. The ARB will conduct a site visit to review this installation and report the status.

IV. Pending Reviews

- Jacques – Curbscapes
  Approval to be sent with reminder of guidelines (will send revised ARB Guidelines) – (3 approved - 1 abstained- Bill Fletcher)

V. New Business

- Welcome new ARB Member – Robert Pierce
  The ARB welcomed new member Robert Pierce to the ARB and thanked him for volunteering his time to serve the community.

VI. Schedule of next meeting

January 4th, 2011 at 10:30 AM.

VII. Adjournment

A motion was made to adjourn at 11:09
Motion made by Bill Fletcher
Seconded by Pete Warren
Vote passed unanimously

Respectfully submitted by:_____
Julie Case, Assistant Community Manager

Approved by: _____
Bill Fletcher, Chairman

ACTION TAKEN B Y WRITTEN CONSENT OF ALL DIRECTORS OF THE INTERNATIONAL CLUB HOME OWNERS ASSOCIATION, INC.

A SOUTH CAROLINA NOT FOR PROFIT CORPORATION

The following Resolution was adopted pursuant to South Carolina Code § 33-31-821 (Action Without A Meeting), by the Board of Directors of the International Club Home Owners Association, Inc. hereinafter referred to as the "Association"

WHEREAS pursuant to Section 11 of the Bylaws, the Board of Directors of the International Club Homeowners Association, Inc. is empowered to manage the affairs of the Association, and

WHEREAS section 7.25 of the Declaration of Covenants and Restrictions limits parking of automobiles or other vehicles to designated off-street parking areas, and grants the right to the association to tow or otherwise remove vehicles in violation of 7.25 and charge any cost to the owner of the unit involved, and

WHEREAS section 7.26 of the Declaration of Covenants and Restrictions grants the right to the association to tow or otherwise remove junk or disabled vehicles parked or kept anywhere in the subdivision and charge any costs to the owner of the unit involved, and

WHEREAS it is the intent that this resolution shall be applicable to vehicles of all owners, their guests, invitees, or tenants starting on August 1, 2011.

NOW, THEREFORE, BE IT RESOLVED THAT the following policy for notification of towing for parking violations shall be adopted by the board of directors:

Certain Parking Violations Can Result in Immediate Towing Without Warning for Vehicles Parked in a manner that :

- impedes normal vehicular traffic flow
- impedes access by fire and emergency vehicles. When vehicles are parked on the street an unobstructed lane width of not less than 20 feet must be maintained at all times. For example, two vehicles parked across from each other in a roadway impedes the timely passage of fire and emergency vehicles.
- parked between the hours of 11pm and 5am on a street or in an association owned parking area.

Certain Parking Violations Can Result in Towing after one warning is given for vehicles:

- parked in a manner that impedes access to a unit owner's driveway or an association owned parking area where the vehicle interferes with ingress and egress or creates a risk of property damage.
- classified as Junk, Disabled, or Prohibited vehicles when parked on the street, unit parking space, or in association owned parking areas. These types of vehicles are defined in sections 7.25 and 7.26 of existing covenants.
- parked on the street for more than 4 hours when space is available in the unit driveway for approved vehicles.

After one warning is placed on the vehicle or delivered to the appropriate unit, towing can commence when the second and subsequent violations occur within a 30 day period without further notice. Notice may be given by the community manager, a board of director's member, or by other parties authorized by the board of directors to provide notification. Towing must be approved by the board of directors, community manager, or others designated by the board to order towing.

These rules do not abrogate restrictions placed in existing covenants and bylaws.



International Club HOA
7/1/2011

There are certain exemptions to towing by the International Club Homeowners Association and these include:

1. Vehicles parked on the property of any sub-association of the International Club Homeowners Association having separate parking rules created by amending the International Club Homeowners Association covenants to waive sections 7.25 and/or 7.26.
2. Commercial property parking areas. e.g. golf course parking lots.
3. Authorized emergency vehicles, whether occupied or not, when being used in the performance of law enforcement, public works, fire and emergency related activities.

   Examples of authorized emergency vehicles include but are not limited to fire department, police, ambulances and rescue squad vehicles publicly owned, county, municipal government, and corrections vehicles operated by certified jail or corrections officers

IN WITNESS WHEREOF, THE UNDERSIGNED DIRECTORS OF THE ASSOCIATION, BY AFFIXING THEIR RESPECTIVE SIGNATURES BELOW, ADOPT, RATIFY AND APPROVE THE AFORESAID RESOLUTION AND CERTIFY THAT THE FOREGOING IS A CORRECT COPY OF THE RESOLUTION DULY ADOPTED ON THE DATE HEREIN INDICATED.

DIRECTOR	DATE
William Fraibath	7-6-11
Robert L Gerwan VP	7-6-11
[signature]	7-11-11
[signature]	7-18-11
Camille L. Noonan	7-25-11

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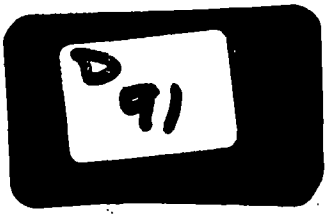
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Camille L. Noonan	7-25-11

Planning & Zoning
Department

1301 2nd Ave. Ste. 1D-09
Conway, SC 29526

Horry County
South Carolina

Phone: 843-915-5340
843-205-5340

Fax: 843-915-6340

www.horrycounty.org

September 13, 2011

Ronald Jarmuth
249 Pickering Drive
Murrells Inlet, SC 29576

Re: Your letter of September 7, 2011

Dear Mr. Jarmuth:

Please accept this correspondence in reply to the five (5) questions posed in your letter to the Planning Department dated September 7, 2011:

1) The public rights-of-way within International Club were dedicated to Horry County via right-of-way easement documents that were recorded with the Register of Deeds (after County Council acceptance via approved resolution).

2) Typically, the subdivision's deed restrictions, covenants, etc. apply to the entire subdivision including any platted rights-of-way as well as individual private lots / parcels and other common areas unless otherwise noted in the subdivision's covenants and restrictions documents that are recorded with the Register of Deeds. Legal enforcement of parking rules by the HOA depends on whether or not their covenants and restrictions give them that power. The HOA should consult with its attorney to determine what rights if any it has in this regard.

3) The roadway right-of-way easement widths are as shown on the recorded plats, and they do extend beyond the back of the curb line.

4) Horry County does not enforce the HOA's covenants and restrictions, but we do our best not to issue permits that would be in conflict with any HOA Covenants and Restrictions when we are made aware of any such restrictions in advance. As with the parking regulations, HOA enforcement of restrictions on what can be planted in the right-of-way would depend on whether or not the C & R documents give them that power.

5) In summary, these restrictions, if they do exist, would be located within the subdivision's C & R documents. Please refer to the response given for question #2.

Sincerely,

Janet Carter

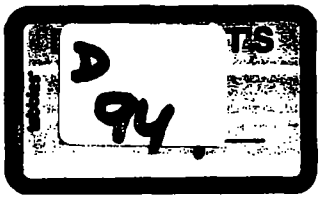
Janet Carter
Planning Director/I&R Counsel

D 92

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".

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.***

INTERNATIONAL CLUB ARCHITECTURAL REVIEW BOARD
"Putative" MODIFICATION REQUEST APPLICATION [1]

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	**843-314-4355**
Lot #	**Pebble Creek # 12**
Address:	**249 Pickering Drive; Murrells Inlet, SC 29576**

This is a Landscaping Modification.

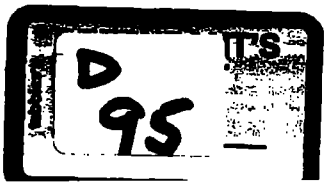
Per the attached Plat, to the left of the front of the house at the corner of Pickering and the cul de sac (standing on Pickering Drive) is an existing Palm Tree bed with Pindo palms and under plantings. The existing bed is edged with edging bricks.

#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

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[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.



C

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.**

11/2011

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.

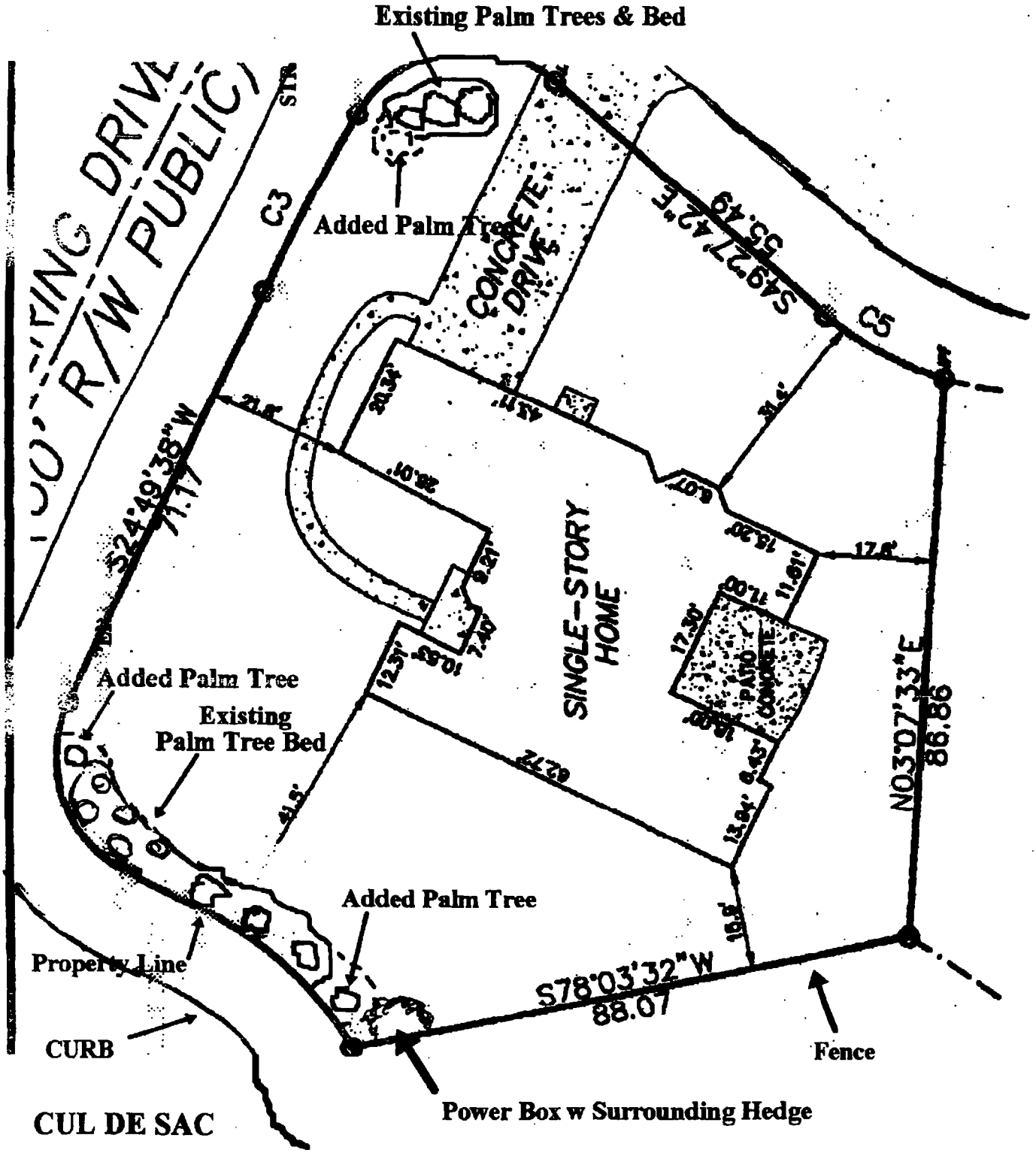
____ **Driveway Coating** - include a picture of the color and pattern, if any. A survey/plat is not necessary. See III. B.

____ **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.

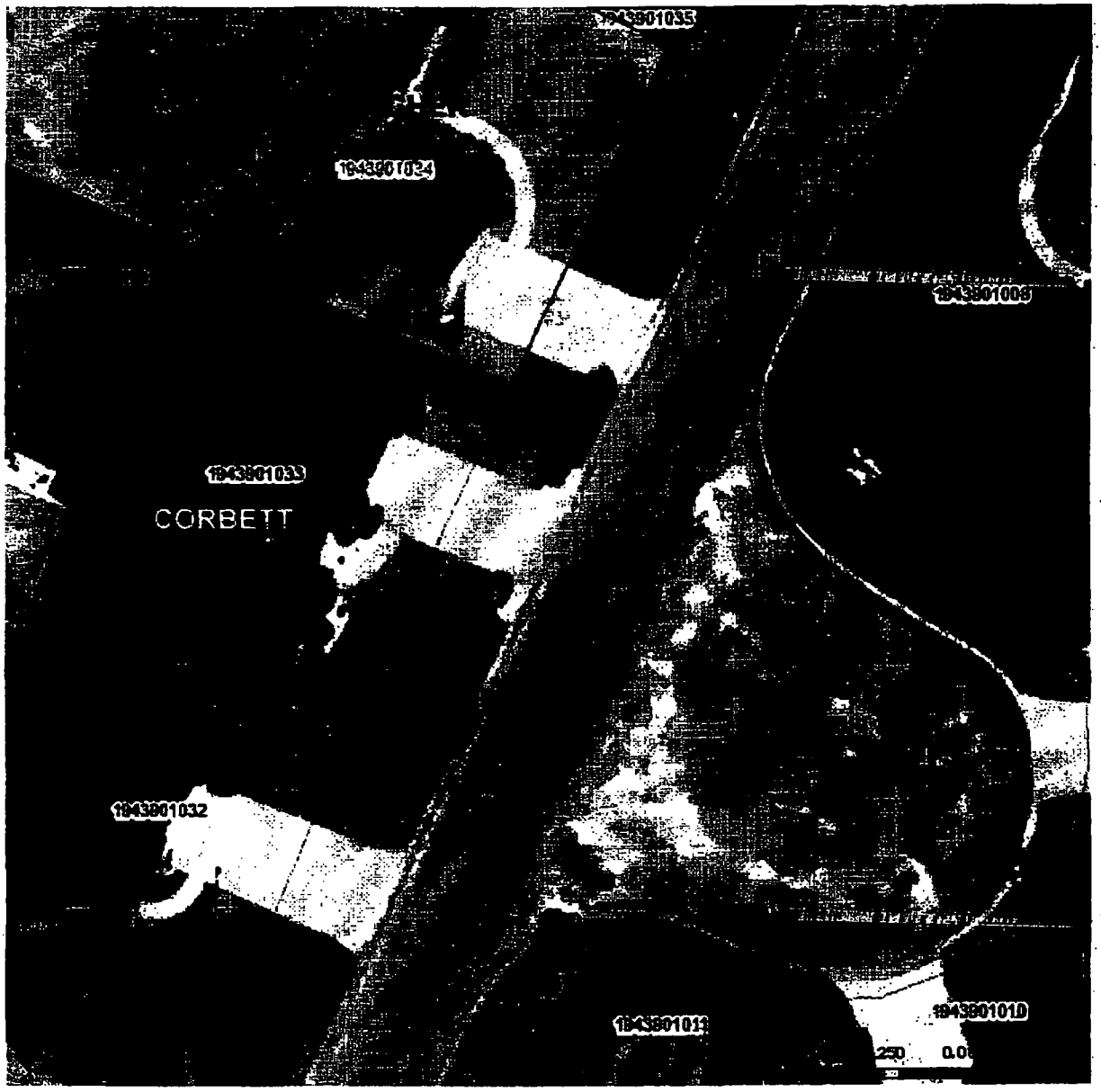
____ **Patio Extension/Pavers/Stepping Stones** - include a sample or picture of the type of stone/paver you intend to use, noting color and shape. Please note the exact location to-scale on your plat/survey.

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


1943801035
1943801024
1943801006
1943801033
CORBETT
1943801032
1943801013
1943801010
250

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)

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

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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, 249 Pickering Drive, 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.

Thank you.

Ronald Jarmuth
249 Pickering Drive (Lot #12 Pebble Creek)
Murrells Inlet SC 29576
843-314-4355
ronaldjarmuth@hotmail.com

International Club HOA, Inc.
11822 Hwy 17 Bypass
Murrells Inlet, SC 29576
(843) 357-9888

March 16, 2012

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

RE: 249 Pickering Drive

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 bends 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

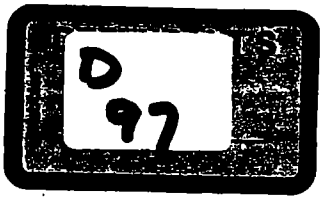
We appreciate your cooperation in submitting this Request for Approval. Please do not get discouraged from making Requests in the future. Most are approved. Again, an attractive Community helps all of us get the full value from our homes when we decide to sell.

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

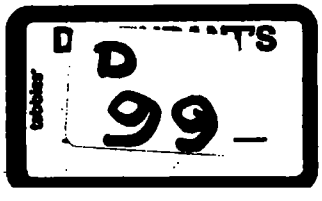


International Club HOA, Inc.
FINANCIAL TRANSACTIONS - 06/27/12

1560 International Club Blvd.
International Club Golf Course

Unit ID: 104-GC
STATUS: 03 - Final Warning
PREPAID BAL: 3,344.00

TXN DATE	PAYMENTS/TRXN DESCR PAYMT AMT	CHECK #	DEP DT	CHARGES/PAYMENT DISTR CODE	N/A	DESCRIPTION	AMOUNT	BALANCE DUE
073102		INIT LIAB BAL		A1		Master Dues	28250.00	28250.00
080102		APPLY CHARGES		A1		Master Dues	1750.00	30000.00
090102		APPLY CHARGES		A1		Master Dues	1750.00	31750.00
091102		EXPENSE ADJ		A1		Master Dues	(23550.00)	8200.00
100102		APPLY CHARGES		A1		Master Dues	700.00	8900.00
110102		APPLY CHARGES		A1		Master Dues	700.00	9600.00
120502		APPLY CHARGES		A1		Master Dues	700.00	10300.00
121802	Action taken: 03 - Legal Notice							
121802		APPLY ADMIN FEE		03		Admin. Fees	10.00	10310.00
010603		APPLY CHARGES		A1		Master Dues	805.00	11115.00
020603		APPLY CHARGES		A1		Master Dues	805.00	11920.00
030503		APPLY CHARGES		A1		Master Dues	805.00	12725.00
040103		APPLY CHARGES		A1		Master Dues	805.00	13530.00
040803	805.00	DB-0038	040803	A1		Master Dues	(805.00)	12725.00
050503		APPLY CHARGES		A1		Master Dues	805.00	13530.00
053003		EXPENSE ADJ		A1		Master Dues	45.00	13575.00
053103		EXPENSE ADJ		A1		Master Dues	(45.00)	13530.00
060203		APPLY CHARGES		A1		Master Dues	805.00	14335.00
060303	Action taken: 03 - Legal Notice							
060303		APPLY ADMIN FEE		03		Admin. Fees	10.00	14345.00
063003	Action taken: 03 - Legal Notice							
063003		APPLY ADMIN FEE		03		Admin. Fees	10.00	14355.00
070103		APPLY CHARGES		A1		Master Dues	805.00	15160.00
073103	Action taken: 03 - Legal Notice							
073103		APPLY ADMIN FEE		03		Admin. Fees	10.00	15170.00
080103		APPLY CHARGES		A1		Master Dues	805.00	15975.00
090103		APPLY CHARGES		A1		Master Dues	805.00	16780.00
100303		APPLY CHARGES		A1		Master Dues	805.00	17585.00
110503		APPLY CHARGES		A1		Master Dues	805.00	18390.00
111203	(805.00)	DB-0038	PA-ADJ	A1		Master Dues	805.00	19195.00
113003	Action taken: 03 - Legal Notice							
113003		APPLY ADMIN FEE		03		Admin. Fees	10.00	19205.00
113003		EXPENSE ADJ		A1		Master Dues	(19960.00)	(755.00)
113003		EXPENSE ADJ		03		Admin. Fees	(50.00)	(805.00)



113003			EXPENSE ADJ	A1	Master Dues	19960.00	19155.00
113003			EXPENSE ADJ	PP	Credit-Prepaid	(19960.00)	(805.00)
113003			APPLY PREPAYMNT	A1	Master Dues	(19960.00)	(805.00)
113003			EXPENSE ADJ	A1	Master Dues	805.00	0.00

120103			APPLY CHARGES	A1	Master Dues	805.00	805.00
121803			EXPENSE ADJ	A1	Master Dues	(805.00)	0.00
121903			EXPENSE ADJ	A1	Master Dues	805.00	805.00
123003			EXPENSE ADJ	A1	Master Dues	(1610.00)	(805.00)
123103			EXPENSE ADJ	A1	Master Dues	805.00	0.00

010104			APPLY CHARGES	A1	Master Dues	805.00	805.00
013104			EXPENSE ADJ	A1	Master Dues	95.00	900.00

020204			APPLY CHARGES	A1	Master Dues	805.00	1705.00
020604			EXPENSE ADJ	A1	Master Dues	95.00	1800.00
022904	Action taken: 02 - 60 Day Notice						
022904			APPLY ADMIN FEE	03	Admin. Fees	10.00	1810.00

030104			APPLY CHARGES	A1	Master Dues	900.00	2710.00
032204	815.00	452254000L	032204	A1	Master Dues	(815.00)	1895.00
032204	815.00	452254000L	032204	A1	Master Dues	(815.00)	1080.00
032204	1080.00	452254000L	032204	A1	Master Dues	(1070.00)	0.00
032204				03	Admin. Fees	(10.00)	

040104			APPLY CHARGES	A1	Master Dues	900.00	900.00
043004	Action taken: 01 - 30 Day Notice						
043004			APPLY ADMIN FEE	03	Admin. Fees	10.00	910.00

050404			APPLY CHARGES	A1	Master Dues	900.00	1810.00
051304	900.00	91001896	051304	A1	Master Dues	(900.00)	910.00
051304	900.00	91001917	051304	A1	Master Dues	(900.00)	10.00
052004			EXPENSE ADJ	03	Admin. Fees	(10.00)	0.00

060104			APPLY CHARGES	A1	Master Dues	900.00	900.00
060104			APPLY CHARGES	A1	Master Dues	(900.00)	0.00
060204			APPLY CHARGES	A1	Master Dues	900.00	900.00
061104	900.00	91001962	061104	A1	Master Dues	(900.00)	0.00
061104	900.00	91001962	061104	A1	Master Dues	(900.00)	(900.00)
061104	(900.00)	91001962	PA-ADJ	A1	Master Dues	900.00	0.00

070104			APPLY CHARGES	A1	Master Dues	900.00	900.00
071504	900.00	91002075	071504	A1	Master Dues	(900.00)	0.00
072604	900.00	91002144	072604	A1	Master Dues	(900.00)	(900.00)

080104			APPLY CHARGES	A1	Master Dues	900.00	0.00

090104			APPLY CHARGES	A1	Master Dues	900.00	900.00
090804	900.00	91002254	090804	A1	Master Dues	(900.00)	0.00
092904	900.00	91002366	092904	PP	Credit-Prepaid	(900.00)	(900.00)

100104			APPLY CHARGES	A1	Master Dues	900.00	0.00
100104			APPLY PREPAYMNT	A1	Master Dues	(900.00)	0.00

110104			APPLY CHARGES	A1	Master Dues	900.00	900.00
111704	900.00	91002450	111704	A1	Master Dues	(900.00)	0.00

120104			APPLY CHARGES	A1	Master Dues	900.00	900.00
121404	900.00	91002528	121404	A1	Master Dues	(900.00)	0.00

010405			APPLY CHARGES	A1	Master Dues	1495.00	1495.00
011205	1495.00	91002581L	011205	A1	Master Dues	(1495.00)	0.00

020105		APPLY CHARGES		A1	Master Dues	1495.00	1495.00
022405	1495.00	9100268L	022405	A1	Master Dues	(1495.00)	0.00

030105		APPLY CHARGES		A1	Master Dues	1495.00	1495.00
031505	1495.00	91002700	031505	A1	Master Dues	(1495.00)	0.00

040105		APPLY CHARGES		A1	Master Dues	1495.00	1495.00
042605	1495.00	91002838	042605	A1	Master Dues	(1495.00)	0.00

050105		APPLY CHARGES		A1	Master Dues	1495.00	1495.00
053105	Action taken: 01 - 30 Day Notice						

060105		APPLY CHARGES		A1	Master Dues	1495.00	2990.00

070105		APPLY CHARGES		A1	Master Dues	1495.00	4485.00
070805	1495.00	91003125	070805	A1	Master Dues	(1495.00)	2990.00
072205		EXPENSE ADJ		A1	Master Dues	(2990.00)	0.00
072205		EXPENSE ADJ		PP	Credit-Prepaid	(3117.00)	(3117.00)

080105		APPLY CHARGES		A1	Master Dues	1495.00	(1622.00)
080105		APPLY PREPAYMNT		A1	Master Dues	(1495.00)	(1622.00)

090105		APPLY CHARGES		A1	Master Dues	1495.00	(127.00)
090105		APPLY PREPAYMNT		A1	Master Dues	(1495.00)	(127.00)

100105		APPLY CHARGES		A1	Master Dues	1495.00	1368.00
100105		APPLY PREPAYMNT		A1	Master Dues	(127.00)	1368.00

110105		APPLY CHARGES		A1	Master Dues	1495.00	2863.00

120105		APPLY CHARGES		A1	Master Dues	943.00	3806.00
120105				C6	GC Master dues	552.00	4358.00

010106		APPLY CHARGES		A1	Master Dues	577.00	4935.00
010106				C6	GC Master dues	781.00	5716.00
010106				C7	P.A. Ce Dues	462.00	6178.00
011206	4358.00	91003543	011206	A1	Master Dues	(4358.00)	1820.00
013106	Action taken: 01 - 30 Day Notice						
013106		APPLY ADMIN FEE		03	Admin. Fees	10.00	1830.00

020106		APPLY CHARGES		A1	Master Dues	577.00	2407.00
020106				C6	GC Master dues	781.00	3188.00
020106				C7	P.A. Ce Dues	462.00	3650.00
021606	1820.00	91003588	021606	A1	Master Dues	(602.00)	1830.00
021606				C6	GC Master dues	(1218.00)	
022306	1820.00	91003625	022306	C6	GC Master dues	(896.00)	10.00
022306				C7	P.A. Ce Dues	(924.00)	

030106		APPLY CHARGES		C6	GC Master dues	1358.00	1368.00
030106				C7	P.A. Ce Dues	462.00	1830.00
033106	Action taken: 01 - 30 Day Notice						
033106		APPLY ADMIN FEE		03	Admin. Fees	10.00	1840.00
033106		APPLY LATE FEE		01	Late Fees	25.00	1865.00

040106		APPLY CHARGES		C6	GC Master dues	1358.00	3223.00
040106				C7	P.A. Ce Dues	462.00	3685.00
040406	3675.00	91003786	040406	C6	GC Master dues	(2716.00)	10.00
040406				C7	P.A. Ce Dues	(924.00)	
040406				03	Admin. Fees	(10.00)	
040406				PP	Credit-Prepaid	(25.00)	

050106		APPLY CHARGES		C6	GC Master dues	1358.00	1368.00
050106				C7	P.A. Ce Dues	462.00	1830.00
050106		APPLY PREPAYMNT		C6	GC Master dues	(25.00)	1830.00
051806	1820.00	1004L	051806	C6	GC Master dues	(1333.00)	10.00
051806				C7	P.A. Ce Dues	(462.00)	
051806				01	Late Fees	(25.00)	

060106		APPLY CHARGES		C6	GC Master dues	1358.00	1368.00
060106				C7	P.A. Ce Dues	462.00	1830.00
060606	1820.00	1011L	060606	C6	GC Master dues	(1358.00)	10.00
060606				C7	P.A. Ce Dues	(462.00)	
062606	1820.00	1014L	062606	03	Admin. Fees	(10.00)	(1810.00)
062606				PP	Credit-Prepaid	(1810.00)	

070106		APPLY CHARGES		C6	GC Master dues	1358.00	(452.00)
070106				C7	P.A. Ce Dues	462.00	10.00
070106		APPLY PREPAYMNT		C6	GC Master dues	(1358.00)	10.00
070106				C7	P.A. Ce Dues	(452.00)	10.00
072506	1820.00	1020L	072506	C7	P.A. Ce Dues	(10.00)	(1810.00)
072506				PP	Credit-Prepaid	(1810.00)	

080106		APPLY CHARGES		C6	GC Master dues	1358.00	(452.00)
080106				C7	P.A. Ce Dues	462.00	10.00
080106		APPLY PREPAYMNT		C6	GC Master dues	(1358.00)	10.00
080106				C7	P.A. Ce Dues	(452.00)	10.00
082506	1820.00	1051L	082506	C7	P.A. Ce Dues	(10.00)	(1810.00)
082506				PP	Credit-Prepaid	(1810.00)	

090106		APPLY CHARGES		C6	GC Master dues	1358.00	(452.00)
090106				C7	P.A. Ce Dues	462.00	10.00
090106		APPLY PREPAYMNT		C6	GC Master dues	(1358.00)	10.00
090106				C7	P.A. Ce Dues	(452.00)	10.00

100106		APPLY CHARGES		C6	GC Master dues	1358.00	1368.00
100106				C7	P.A. Ce Dues	462.00	1830.00
101906	1820.00	1068L	101906	C6	GC Master dues	(1358.00)	10.00
101906				C7	P.A. Ce Dues	(462.00)	

110106		APPLY CHARGES		C6	GC Master dues	1358.00	1368.00
110106				C7	P.A. Ce Dues	462.00	1830.00
110306	1820.00	1085L	110306	C6	GC Master dues	(1358.00)	10.00
110306				C7	P.A. Ce Dues	(462.00)	
113006	Action taken: 01 - 30 Day Notice						

120106		APPLY CHARGES		C6	GC Master dues	1358.00	1368.00
120106				C7	P.A. Ce Dues	462.00	1830.00
123106	Action taken: 02 - 60 Day Notice						
123106		APPLY ADMIN FEE		03	Admin. Fees	10.00	1840.00

010107		APPLY CHARGES		C6	GC Master dues	1358.00	3198.00
010107				C7	P.A. Ce Dues	462.00	3660.00
010907	1855.00	1106L	010907	C6	GC Master dues	(1855.00)	1805.00
010907	2107.00	1111L	010907	C6	GC Master dues	(861.00)	(302.00)
010907				C7	P.A. Ce Dues	(934.00)	
010907				PP	Credit-Prepaid	(312.00)	
012607	2107.00	1126L	012607	03	Admin. Fees	(10.00)	(2409.00)
012607				PP	Credit-Prepaid	(2097.00)	

020107		APPLY CHARGES		C6	GC Master dues	1358.00	(1051.00)
020107				C7	P.A. Ce Dues	462.00	(589.00)
020107		APPLY PREPAYMNT		C6	GC Master dues	(1358.00)	(589.00)
020107				C7	P.A. Ce Dues	(462.00)	(589.00)

022607	2107.00	1141L	022607	PP	Credit-Prepaid	(2107.00)	(2696.00)
030107		APPLY CHARGES		C6	GC Master dues	1358.00	(1338.00)
030107				C7	P.A. Ce Dues	462.00	(876.00)
030107		APPLY PREPAYMNT		C6	GC Master dues	(1358.00)	(876.00)
030107				C7	P.A. Ce Dues	(462.00)	(876.00)
032807	2107.00	1161L	032807	PP	Credit-Prepaid	(2107.00)	(2983.00)
040107		APPLY CHARGES		C6	GC Master dues	1358.00	(1625.00)
040107				C7	P.A. Ce Dues	462.00	(1163.00)
040107		APPLY PREPAYMNT		C6	GC Master dues	(1358.00)	(1163.00)
040107				C7	P.A. Ce Dues	(462.00)	(1163.00)
042407	2107.00	1164L	042407	PP	Credit-Prepaid	(2107.00)	(3270.00)
043007		EXPENSE ADJ		C6	GC Master dues	860.00	(2410.00)
043007		EXPENSE ADJ		C7	P.A. Ce Dues	288.00	(2122.00)
043007		EXPENSE ADJ		C6	GC Master dues	(860.00)	(2982.00)
043007		EXPENSE ADJ		C7	P.A. Ce Dues	(288.00)	(3270.00)
043007		EXPENSE ADJ		PP	Credit-Prepaid	1148.00	(2122.00)
050107		APPLY CHARGES		C6	GC Master dues	1358.00	(764.00)
050107				C7	P.A. Ce Dues	462.00	(302.00)
050107		APPLY PREPAYMNT		C6	GC Master dues	(1358.00)	(302.00)
050107				C7	P.A. Ce Dues	(462.00)	(302.00)
051807	2107.00	1180L	051807	PP	Credit-Prepaid	(2107.00)	(2409.00)
053107		EXPENSE ADJ		C6	GC Master dues	215.00	(2194.00)
053107		EXPENSE ADJ		C7	P.A. Ce Dues	72.00	(2122.00)
053107		EXPENSE ADJ		C6	GC Master dues	(215.00)	(2337.00)
053107		EXPENSE ADJ		C7	P.A. Ce Dues	(72.00)	(2409.00)
053107		EXPENSE ADJ		PP	Credit-Prepaid	287.00	(2122.00)
060107		APPLY CHARGES		C6	GC Master dues	1358.00	(764.00)
060107				C7	P.A. Ce Dues	462.00	(302.00)
060107		APPLY PREPAYMNT		C6	GC Master dues	(1358.00)	(302.00)
060107				C7	P.A. Ce Dues	(462.00)	(302.00)
061807		EXPENSE ADJ		C6	GC Master dues	215.00	(87.00)
061807		EXPENSE ADJ		C7	P.A. Ce Dues	72.00	(15.00)
061807		EXPENSE ADJ		C6	GC Master dues	(215.00)	(230.00)
061807		EXPENSE ADJ		C7	P.A. Ce Dues	(72.00)	(302.00)
061807		EXPENSE ADJ		PP	Credit-Prepaid	287.00	(15.00)
070107		APPLY CHARGES		C6	GC Master dues	1573.00	1558.00
070107				C7	P.A. Ce Dues	534.00	2092.00
070107		APPLY PREPAYMNT		C6	GC Master dues	(15.00)	2092.00
070907	2107.00	1201L	070907	C6	GC Master dues	(1558.00)	(15.00)
070907				C7	P.A. Ce Dues	(534.00)	
070907				PP	Credit-Prepaid	(15.00)	
080107		APPLY CHARGES		C6	GC Master dues	1573.00	1558.00
080107				C7	P.A. Ce Dues	534.00	2092.00
080107		APPLY PREPAYMNT		C6	GC Master dues	(15.00)	2092.00
080707	2107.00	1212L	080707	C6	GC Master dues	(1558.00)	(15.00)
080707				C7	P.A. Ce Dues	(534.00)	
080707				PP	Credit-Prepaid	(15.00)	
090107		APPLY CHARGES		C6	GC Master dues	1573.00	1558.00
090107				C7	P.A. Ce Dues	534.00	2092.00
090107		APPLY PREPAYMNT		C6	GC Master dues	(15.00)	2092.00
093007	Action taken: 01 - 30 Day Notice						
093007		APPLY ADMIN FEE		03	Admin. Fees	10.00	2102.00
100107		APPLY CHARGES		C6	GC Master dues	1573.00	3675.00
100107				C7	P.A. Ce Dues	534.00	4209.00

100107	2107.00	1240L	100107	C6	GC Master dues	(2107.00)	2102.00
102207	2107.00	1250L	102207	C6	GC Master dues	(1024.00)	(5.00)
102207				C7	P.A. Ce Dues	(1068.00)	
102207				03	Admin. Fees	(10.00)	
102207				PP	Credit-Prepaid	(5.00)	

110107		APPLY CHARGES		C6	GC Master dues	1573.00	1568.00
110107				C7	P.A. Ce Dues	534.00	2102.00
110107		APPLY PREPAYMNT		C6	GC Master dues	(5.00)	2102.00

120107		APPLY CHARGES		C6	GC Master dues	1573.00	3675.00
120107				C7	P.A. Ce Dues	534.00	4209.00
120507	2107.00	1266L	120507	C6	GC Master dues	(2107.00)	2102.00

010108		APPLY CHARGES		C6	GC Master dues	657.00	2759.00
010108		APPLY PREPAYMNT		C6	GC Master dues	(5.00)	2759.00
010108		EXPENSE ADJ		C6	GC Master dues	5.00	2764.00
010108		EXPENSE ADJ		A1	Master Dues	1151.00	3915.00
010108		EXPENSE ADJ		C7	P.A. Ce Dues	572.00	4487.00
010208	2107.00	1276L	010208	C6	GC Master dues	(1034.00)	2380.00
010208				C7	P.A. Ce Dues	(1068.00)	
010208				PP	Credit-Prepaid	(5.00)	
013108	2380.00	1489L	013108	A1	Master Dues	(2302.00)	0.00
013108				C6	GC Master dues	(78.00)	
013108		EXPENSE ADJ		A1	Master Dues	(494.00)	(494.00)
013108		EXPENSE ADJ		C6	GC Master dues	494.00	0.00

020108		APPLY CHARGES		A1	Master Dues	1151.00	1151.00
020108				C6	GC Master dues	657.00	1808.00
020108				C7	P.A. Ce Dues	572.00	2380.00
022608		EXPENSE ADJ		C6	GC Master dues	(579.00)	1801.00
022608		EXPENSE ADJ		C7	P.A. Ce Dues	(572.00)	1229.00
022608		EXPENSE ADJ		A1	Master Dues	1151.00	2380.00
022608		EXPENSE ADJ		A1	Master Dues	(494.00)	1886.00
022608		EXPENSE ADJ		C6	GC Master dues	494.00	2380.00
022608		EXPENSE ADJ		A1	Master Dues	494.00	2874.00
022608		EXPENSE ADJ		C6	GC Master dues	(494.00)	2380.00
022908		APPLY LATE FEE		01	Late Fees	25.00	2405.00

030108		APPLY CHARGES		A1	Master Dues	657.00	3062.00
030108				C6	GC Master dues	1151.00	4213.00
030108				C7	P.A. Ce Dues	572.00	4785.00
030308	2380.00	1539L	030308	A1	Master Dues	(1314.00)	2405.00
030308				C6	GC Master dues	(1066.00)	
033108	2380.00	1615L	033108	C6	GC Master dues	(1236.00)	25.00
033108				C7	P.A. Ce Dues	(1144.00)	
033108	2107.00	1226L	033108	A1	Master Dues	(657.00)	(2082.00)
033108				C6	GC Master dues	(1151.00)	
033108				C7	P.A. Ce Dues	(299.00)	

040108		APPLY CHARGES		A1	Master Dues	657.00	(1425.00)
040108				C6	GC Master dues	1151.00	(274.00)
040108				C7	P.A. Ce Dues	572.00	298.00
043008	Action taken: 01 - 30 Day Notice						
043008		APPLY ADMIN FEE		03	Admin. Fees	10.00	308.00

050108		APPLY CHARGES		A1	Master Dues	657.00	965.00
050108				C6	GC Master dues	1151.00	2116.00
050108				C7	P.A. Ce Dues	572.00	2688.00
053108		EXPENSE ADJ		A1	Master Dues	(20.00)	2668.00
053108		EXPENSE ADJ		C6	GC Master dues	20.00	2688.00
053108		EXPENSE ADJ		A1	Master Dues	20.00	2708.00

053108		EXPENSE ADJ		C6	GC Master dues	(20.00)	2688.00
053108		EXPENSE ADJ		C7	P.A. Ce Dues	30.00	2718.00
053108		EXPENSE ADJ		A1	Master Dues	(30.00)	2688.00
053108		EXPENSE ADJ		A1	Master Dues	30.00	2718.00
053108		EXPENSE ADJ		C7	P.A. Ce Dues	(30.00)	2688.00
053108		APPLY LATE FEE		01	Late Fees	25.00	2713.00

060108		APPLY CHARGES		A1	Master Dues	646.00	3359.00
060108				C6	GC Master dues	1156.00	4515.00
060108				C7	P.A. Ce Dues	578.00	5093.00
060208	2380.00	1773L	060208	A1	Master Dues	(657.00)	2713.00
060208				C6	GC Master dues	(1151.00)	
060208				C7	P.A. Ce Dues	(572.00)	
062408	2380.00	1845L	062408	A1	Master Dues	(646.00)	333.00
062408				C6	GC Master dues	(1156.00)	
062408				C7	P.A. Ce Dues	(578.00)	

070108		APPLY CHARGES		A1	Master Dues	646.00	979.00
070108				C6	GC Master dues	1156.00	2135.00
070108				C7	P.A. Ce Dues	578.00	2713.00

080108		APPLY CHARGES		A1	Master Dues	646.00	3359.00
080108				C6	GC Master dues	1156.00	4515.00
080108				C7	P.A. Ce Dues	578.00	5093.00
083108	Action taken: 03 - Final Warning						
083108		APPLY ADMIN FEE		03	Admin. Fees	10.00	5103.00

090108		APPLY CHARGES		A1	Master Dues	646.00	5749.00
090108				C6	GC Master dues	1156.00	6905.00
090108				C7	P.A. Ce Dues	578.00	7483.00
090308	2380.00	1987L	090308	A1	Master Dues	(1938.00)	5103.00
090308				C6	GC Master dues	(442.00)	
092408	2380.00	2056L	092408	C6	GC Master dues	(2380.00)	2723.00

100108		APPLY CHARGES		A1	Master Dues	646.00	3369.00
100108				C6	GC Master dues	1156.00	4525.00
100108				C7	P.A. Ce Dues	578.00	5103.00
102008	2380.00	2099L	102008	A1	Master Dues	(646.00)	2723.00
102008				C6	GC Master dues	(1734.00)	
103108	Action taken: 01 - 30 Day Notice						
103108		APPLY ADMIN FEE		03	Admin. Fees	10.00	2733.00

110108		APPLY CHARGES		A1	Master Dues	646.00	3379.00
110108				C6	GC Master dues	1156.00	4535.00
110108				C7	P.A. Ce Dues	578.00	5113.00
111308	2380.00	2123L	111308	A1	Master Dues	(646.00)	2733.00
111308				C6	GC Master dues	(1224.00)	
111308				C7	P.A. Ce Dues	(510.00)	

120108		APPLY CHARGES		A1	Master Dues	646.00	3379.00
120108				C6	GC Master dues	1156.00	4535.00
120108				C7	P.A. Ce Dues	578.00	5113.00
120208	2380.00	2190L	120208	A1	Master Dues	(646.00)	2733.00
120208				C6	GC Master dues	(1156.00)	
120208				C7	P.A. Ce Dues	(578.00)	
121608	2380.00	2208L	121608	C7	P.A. Ce Dues	(2380.00)	353.00
123108	Action taken: 01 - 30 Day Notice						
123108		APPLY ADMIN FEE		03	Admin. Fees	10.00	363.00

010109		APPLY CHARGES		A1	Master Dues	770.00	1133.00
010109				C7	P.A. Ce Dues	1855.00	2988.00
012609	2625.00	5050L	012609	A1	Master Dues	(770.00)	363.00

012609				C7	P.A. Ce Dues	(1855.00)	
013109	Action taken: 01 - 30 Day Notice						
013109		APPLY ADMIN FEE		03	Admin. Fees	10.00	373.00

020109		APPLY CHARGES		A1	Master Dues	770.00	1143.00
020109				C7	P.A. Ce Dues	1855.00	2998.00
021909	945.00	5097L	021909	A1	Master Dues	(770.00)	2053.00
021909				C7	P.A. Ce Dues	(175.00)	
022809	Action taken: 01 - 30 Day Notice						
022809		APPLY ADMIN FEE		03	Admin. Fees	10.00	2063.00

030109		APPLY CHARGES		A1	Master Dues	595.00	2658.00
030109				C7	P.A. Ce Dues	2030.00	4688.00
030609	2625.00	5122L	030609	A1	Master Dues	(595.00)	2063.00
030609				C7	P.A. Ce Dues	(2030.00)	

040109		APPLY CHARGES		A1	Master Dues	595.00	2658.00
040109				C7	P.A. Ce Dues	2030.00	4688.00
040909	2625.00	5197	040909	A1	Master Dues	(595.00)	2063.00
040909				C7	P.A. Ce Dues	(2030.00)	
042909	2654.00	5274	042909	C7	P.A. Ce Dues	(1953.00)	(591.00)
042909				01	Late Fees	(50.00)	
042909				03	Admin. Fees	(60.00)	
042909				PP	Credit-Prepaid	(591.00)	
043009		EXPENSE ADJ		A1	Master Dues	(630.00)	(1221.00)
043009		EXPENSE ADJ		C7	P.A. Ce Dues	630.00	(591.00)
043009		EXPENSE ADJ		A1	Master Dues	626.00	35.00
043009		EXPENSE ADJ		PP	Credit-Prepaid	(626.00)	(591.00)

050109		APPLY CHARGES		A1	Master Dues	595.00	4.00
050109				C7	P.A. Ce Dues	2030.00	2034.00
050109		APPLY PREPAYMNT		A1	Master Dues	(591.00)	2034.00
051509		EXPENSE ADJ		C7	P.A. Ce Dues	(626.00)	1408.00
051509		EXPENSE ADJ		PP	Credit-Prepaid	626.00	2034.00
051509		EXPENSE ADJ		C7	P.A. Ce Dues	70.00	2104.00
051509		EXPENSE ADJ		A1	Master Dues	(70.00)	2034.00
051509		EXPENSE ADJ		A1	Master Dues	70.00	2104.00
051509		EXPENSE ADJ		C7	P.A. Ce Dues	(70.00)	2034.00
053109	Action taken: 01 - 30 Day Notice						
053109		APPLY ADMIN FEE		03	Admin. Fees	10.00	2044.00

060109		APPLY CHARGES		A1	Master Dues	525.00	2569.00
060109				C7	P.A. Ce Dues	2100.00	4669.00
060209	2974.00	5343L	060209	A1	Master Dues	(525.00)	1695.00
060209				C7	P.A. Ce Dues	(2449.00)	
063009		APPLY ADMIN FEE		03	Admin. Fees	10.00	1705.00
063009		EXPENSE ADJ		03	Admin. Fees	(10.00)	1695.00

070109		APPLY CHARGES		A1	Master Dues	525.00	2220.00
070109				C7	P.A. Ce Dues	2100.00	4320.00
072209	2974.00	5454L	072209	A1	Master Dues	(525.00)	1346.00
072209				C7	P.A. Ce Dues	(2449.00)	
073109	Action taken: 01 - 30 Day Notice						
073109		APPLY ADMIN FEE		03	Admin. Fees	10.00	1356.00

080109		APPLY CHARGES		A1	Master Dues	525.00	1881.00
080109				C7	P.A. Ce Dues	2100.00	3981.00
082109	2625.00	5514L	082109	A1	Master Dues	(525.00)	1356.00
082109				C7	P.A. Ce Dues	(2100.00)	

090109		APPLY CHARGES		A1	Master Dues	525.00	1881.00
090109				C7	P.A. Ce Dues	2100.00	3981.00

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090209    2625.00 5537L       090209 A1          Master Dues        (525.00)      1356.00
090209                                C7          P.A. Ce Dues      (2100.00)
093009 Action taken: 01 - 30 Day Notice
------
100109            APPLY CHARGES     A1          Master Dues         525.00       1881.00
100109                              C7          P.A. Ce Dues       2100.00       3981.00
102009    2625.00 5658L       102009 A1          Master Dues        (525.00)      1356.00
102009                                C7          P.A. Ce Dues      (2100.00)
103109            EXPENSE ADJ       A1          Master Dues        (336.00)      1020.00
103109            EXPENSE ADJ       C7          P.A. Ce Dues      (1344.00)      (324.00)
------
110109            APPLY CHARGES     A1          Master Dues         525.00        201.00
110109                              C7          P.A. Ce Dues       2100.00       2301.00
111609    2625.00 5696L       111609 A1          Master Dues        (189.00)      (324.00)
111609                              C7          P.A. Ce Dues      (2092.00)
111609                              03          Admin. Fees         (20.00)
111609                              PP          Credit-Prepaid     (324.00)
------
120109            APPLY CHARGES     A1          Master Dues         525.00        201.00
120109                              C7          P.A. Ce Dues       2100.00       2301.00
120109            APPLY PREPAYMNT   A1          Master Dues        (324.00)      2301.00
121509    2625.00 5738L       121509 A1          Master Dues        (201.00)      (324.00)
121509                              C7          P.A. Ce Dues      (2100.00)
121509                              PP          Credit-Prepaid     (324.00)
------
        010110            EXPENSE ADJ      C6          GC Master dues    1254.00
930.00
010110            EXPENSE ADJ       C7          P.A. Ce Dues       2090.00       3020.00
------
020110            EXPENSE ADJ       C6          GC Master dues     1254.00       4274.00
020110            EXPENSE ADJ       C7          P.A. Ce Dues       2090.00       6364.00
------
030110            APPLY CHARGES     C6          GC Master dues     1254.00       7618.00
030110                              C7          P.A. Ce Dues       2090.00       9708.00
030110            APPLY PREPAYMNT   C6          GC Master dues     (324.00)      9708.00
------
022810 Action taken: 06 - Special Letter
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031610    3344.00 5846        031610 C6          GC Master dues    (3344.00)      6364.00
031610            5846        PA-ADJ C6          GC Master dues     2090.00       6364.00
031610                              C7          P.A. Ce Dues      (2090.00)
------
040110            APPLY CHARGES     C6          GC Master dues     1254.00       7618.00
040110                              C7          P.A. Ce Dues       2090.00       9708.00
------
033110            INTEREST          04          Interest              8.11       9716.11
033110 Action taken: 01 - 30 Day Notice
033110            APPLY ADMIN FEE   03          Admin. Fees          10.00       9726.11
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042610    3344.00 5922        042610 C6          GC Master dues    (3344.00)      6382.11
------
050110            APPLY CHARGES     C6          GC Master dues     1254.00       7636.11
050110                              C7          P.A. Ce Dues       2090.00       9726.11
------
043010 Action taken: 02 - 60 Day Notice
043010            APPLY ADMIN FEE   03          Admin. Fees          10.00       9736.11
043010            INTEREST          04          Interest             95.75       9831.86
------
052410    3344.00 5941        052410 C7          P.A. Ce Dues      (3344.00)      6487.86
------
060110            APPLY CHARGES     C6          GC Master dues     1254.00       7741.86
060110                              C7          P.A. Ce Dues       2090.00       9831.86
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061810	3344.00	5985	061810	C7	P.A. Ce Dues	(3344.00)	6487.86
053110		INTEREST		04	Interest	8.13	6495.99
053110	Action taken: 03 - Final Warning						
053110		APPLY ADMIN FEE		03	Admin. Fees	10.00	6505.99
070110		APPLY CHARGES		C6	GC Master dues	1254.00	7759.99
070110				C7	P.A. Ce Dues	2090.00	9849.99
070610	3344.00	6025	070610	C7	P.A. Ce Dues	(3344.00)	6505.99
080110		APPLY CHARGES		C6	GC Master dues	1254.00	7759.99
080110				C7	P.A. Ce Dues	2090.00	9849.99
080210	3344.00	6084	080210	C7	P.A. Ce Dues	(3344.00)	6505.99
081910	3344.00	6100	081910	C7	P.A. Ce Dues	(1254.00)	3161.99
081910				03	Admin. Fees	(30.00)	
081910				04	Interest	(111.99)	
081910				C6	GC Master dues	(1948.01)	
090110		APPLY CHARGES		C6	GC Master dues	1254.00	4415.99
090110				C7	P.A. Ce Dues	2090.00	6505.99
083110	Action taken: 04 - AT ATTORNEY						
083110		APPLY ADMIN FEE		03	Admin. Fees	10.00	6515.99
083110		INTEREST		04	Interest	3.91	6519.90
091010	3344.00	6134	091010	C7	P.A. Ce Dues	(2090.00)	3175.90
091010				C6	GC Master dues	(1254.00)	
092410	3344.00	6150	092410	03	Admin. Fees	(10.00)	(168.10)
092410				04	Interest	(3.91)	
092410				C6	GC Master dues	(3161.99)	
092410				PP	Credit-Prepaid	(168.10)	
100110		APPLY CHARGES		C6	GC Master dues	1254.00	1085.90
100110				C7	P.A. Ce Dues	2090.00	3175.90
100110		APPLY PREPAYMNT		C7	P.A. Ce Dues	(168.10)	3175.90
100810		EXPENSE ADJ		05	Attorney Fees	175.00	3350.90
110110		APPLY CHARGES		C6	GC Master dues	1254.00	4604.90
110110				C7	P.A. Ce Dues	2090.00	6694.90
103110	Action taken: 03 - Final Warning						
103110		APPLY ADMIN FEE		03	Admin. Fees	10.00	6704.90
103110		INTEREST		04	Interest	28.82	6733.72
111910	6733.72	2	111910	C7	P.A. Ce Dues	(4011.90)	0.00
111910				03	Admin. Fees	(10.00)	
111910				04	Interest	(28.82)	
111910				C6	GC Master dues	(2508.00)	
111910				05	Attorney Fees	(175.00)	
112210	3344.00	6226	112210	PP	Credit-Prepaid	(3344.00)	(3344.00)
120110		APPLY CHARGES		C6	GC Master dues	1254.00	(2090.00)
120110				C7	P.A. Ce Dues	2090.00	0.00
120110		APPLY PREPAYMNT		C7	P.A. Ce Dues	(2090.00)	0.00
120110				C6	GC Master dues	(1254.00)	0.00
121710	3344.00	6265	121710	PP	Credit-Prepaid	(3344.00)	(3344.00)

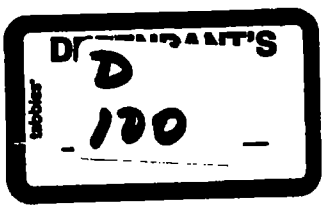
BALANCE SUMMARY

CHARGE CODE	DESCRIPTION	AMOUNT
	TOTAL:	0.00
PP	Credit-Prepaid	3,344.00

04-0104
International Club
·urrells Inlet SC 29576

KA Diehl
11822 Highway 17S Bypass
Murrells Inlet SC 29576

Unit	Space	Owner	Type	Date	CC	Description	Check	Amount	Balance
00GC	01	Club Golf Course International	App#	8035			Beg Bal		0.00
		Jamie Roderick	Cr	12/31/2010	AM	Begin Balance		-3,344.00	-3,344.00
		Davis Mining & Manufacturing	Chg	01/01/2011	AM	Monthly Assessment		1,148.00	-2,196.00
		P. O. Box 950	Chg	01/01/2011	PA	PaCe Dues		2,460.00	264.00
		Coeburn VA 24230	Pay	01/26/2011		Int's Club vendor py	6319	-3,344.00	-3,080.00
			Chg	02/01/2011	AM	Monthly Assessment		1,148.00	-1,932.00
			Chg	02/01/2011	PA	PaCe Dues		2,460.00	528.00
			Pay	02/23/2011		Lckbx Pmt	00006365	-3,608.00	-3,080.00
			Chg	03/01/2011	AM	Monthly Assessment		1,148.00	-1,932.00
			Chg	03/01/2011	PA	PaCe Dues		2,460.00	528.00
			Chg	03/31/2011	IF	Interest Late Fee		7.92	535.92
			Chg	04/01/2011	AM	Monthly Assessment		1,148.00	1,683.92
			Chg	04/01/2011	PA	PaCe Dues		2,460.00	4,143.92
			Pay	04/25/2011		Lckbx Pmt	00006475	-3,608.00	535.92
			Chg	04/30/2011	IF	Interest Late Fee		7.92	543.84
			Chg	04/30/2011	AF	Admin Fee		10.00	553.84
			Chg	05/01/2011	AM	Monthly Assessment		1,148.00	1,701.84
			Chg	05/01/2011	PA	PaCe Dues		2,460.00	4,161.84
			Chg	06/01/2011	AM	Monthly Assessment		1,148.00	5,309.84
			Chg	06/01/2011	PA	PaCe Dues		2,460.00	7,769.84
			Pay	06/30/2011		Int Club LLC pymt	6586	-3,608.00	4,161.84
			Rev	06/30/2011		Wrong amt posted	6586	3,608.00	7,769.84
			Chg	07/01/2011	AM	Monthly Assessment		1,148.00	8,917.84
			Chg	07/01/2011	PA	PaCe Dues		2,460.00	11,377.84
			Pay	07/06/2011		LLC pymt	6585	-749.61	10,628.23
			Pay	07/27/2011		Int Club LLC	6607	-749.61	9,878.62
			Chg	07/31/2011	AM	Reallocate bal		298.39	10,177.01
			Chg	07/31/2011	IF	Reallocate bal		7.92	10,184.93
			Chg	07/31/2011	IF	Interest Late Fee		39.82	10,224.75
			Chg	07/31/2011	AF	Admin Fee		10.00	10,234.75
			Cr	07/31/2011	PA	Reallocate bal		-306.31	9,928.44
			Pay	07/31/2011		To corr 3/21 pymt	6420	-3,608.00	6,320.44
			Pay	07/31/2011		5/19 pymt correction	6518	-3,608.00	2,712.44
			Chg	08/01/2011	AM	Monthly Assessment		1,148.00	3,860.44
			Chg	08/01/2011	PA	PaCe Dues		2,460.00	6,320.44
			Chg	09/01/2011	AM	Monthly Assessment		1,148.00	7,468.44
			Chg	09/01/2011	PA	PaCe Dues		2,460.00	9,928.44
			Pay	09/01/2011		Int'l Club LLC Aug	6663	-3,068.00	6,860.44
			Pay	09/07/2011		LLC pymt-bank adj	6663	-540.00	6,320.44
			Pay	09/15/2011		Xfer Pymt from G045	00006692	-3,608.00	2,712.44
			Chg	10/01/2011	AM	Monthly Assessment		1,148.00	3,860.44
			Chg	10/01/2011	PA	PaCe Dues		2,460.00	6,320.44
			Pay	10/31/2011		Int Club LLC pymt	6757	-3,608.00	2,712.44
			Chg	11/01/2011	AM	Monthly Assessment		1,148.00	3,860.44
			Chg	11/01/2011	PA	PaCe Dues		2,460.00	6,320.44
			Chg	11/30/2011	IF	Interest Late Fee		40.69	6,361.13
			Pay	11/30/2011		Int Club LLC pymt	6774	-3,608.00	2,753.13
			Chg	12/01/2011	AM	Monthly Assessment		1,148.00	3,901.13
			Chg	12/01/2011	PA	PaCe Dues		2,460.00	6,361.13
			Chg	12/16/2011	IF	interest aug/nov vf		7.92	6,369.05
			Chg	12/16/2011	IF	int aug/nov.vf		23.76	6,392.81
			Chg	12/31/2011	IF	Interest Late Fee		94.81	6,487.62
			Chg	12/31/2011	AF	Admin Fee		10.00	6,497.62
			Chg	01/01/2012	AM	Monthly Assessment		1,276.00	7,773.62
			Chg	01/01/2012	PA	PaCe Dues		2,728.00	10,501.62
			Chg	01/31/2012	IF	Interest Late Fee		154.87	10,656.49
			Chg	02/01/2012	AM	Monthly Assessment		1,276.00	11,932.49
			Chg	02/01/2012	PA	PaCe Dues		2,728.00	14,660.49
			Chg	02/29/2012	IF	Interest Late Fee		38.50	14,698.99
			Pay	02/29/2012		INT CLUB LLC	6916	-8,007.58	6,691.41
			Chg	03/01/2012	AM	Monthly Assessment		1,276.00	7,967.41
			Chg	03/01/2012	PA	PaCe Dues		2,728.00	10,695.41
			Chg	03/01/2012	IF	Interest Late Fee		94.81	10,790.22
			Chg	03/01/2012	AM	Accelerated 2012		11,484.00	22,274.22
			Chg	03/01/2012	PA	Accelerated 2012		24,552.00	46,826.22
			Chg	03/01/2012	AM	Monthly Assessment		1,276.00	48,102.22
			Chg	03/01/2012	PA	PaCe Dues		2,728.00	50,830.22
			Cr	03/09/2012	PA	Over billed		-2,728.00	48,102.22
			Cr	03/09/2012	AM	Over billed		-1,276.00	46,826.22
			Pay	03/19/2012		GC pymt	6923	-6,652.82	40,173.40
			Pay	03/19/2012		GC pymt	6937	-4,003.79	36,169.61
			Pay	04/24/2012		Pymt-Int Club LLC	6975	-4,003.79	32,165.82
			Chg	04/30/2012	IF	Interest Late Fee		481.07	32,646.89
			Chg	05/31/2012	IF	Interest Late Fee		481.07	33,127.96
			Pay	06/26/2012		Lckbx Pmt	00007064	-4,003.79	29,124.17
							End Bal		29,124.17



04-0104
International Club
Murrells Inlet SC 29576

KA Diehl
11822 Highway 17S Bypass
Murrells Inlet SC 29576

Unit	Space	Owner	Type	Date	CC	Description	Check	Amount	Balance

04-0104
International Club
Murrells Inlet SC 29576

KA Diehl
11822 Highway 17S Bypass
Murrells Inlet SC 29576

Unit	Space	Owner	Type	Date	CC	Description	Check	Amount	Balance
G045		01 International Club L	App#	8149			Beg Bal		0.00
		P.O.Box 950	Chg	12/31/2010	AM	BEGIN BALANCE		307.01	307.01
		US Highway 58	Chg	12/31/2010	PA	BEGIN BALANCE		110.00	417.01
		Coeburn VA 24230	Chg	12/31/2010	AF	BEGIN BALANCE		50.00	467.01
			Chg	12/31/2010	IF	BEGIN BALANCE		4.90	471.91
			Chg	01/01/2011	AM	Monthly Assessment		28.00	499.91
			Chg	01/01/2011	PA	PaCe Dues		60.00	559.91
			Pay	01/18/2011		Lckbx Pmt	6322	-88.00	471.91
			Chg	02/01/2011	AM	Monthly Assessment		28.00	499.91
			Chg	02/01/2011	PA	PaCe Dues		60.00	559.91
			Pay	02/07/2011		Lckbx Pmt	00006343	-88.00	471.91
			Chg	03/01/2011	AM	Monthly Assessment		28.00	499.91
			Chg	03/01/2011	PA	PaCe Dues		60.00	559.91
			Pay	03/08/2011		Lckbx Pmt	00006382	-88.00	471.91
			Pay	03/21/2011		Lckbx Pmt	00006420	-3,608.00	-3,136.09
			Chg	04/01/2011	AM	Monthly Assessment		28.00	-3,108.09
			Chg	04/01/2011	PA	PaCe Dues		60.00	-3,048.09
			Pay	04/01/2011		Lckbx Pmt	00006442	-88.00	-3,136.09
			Chg	05/01/2011	AM	Monthly Assessment		28.00	-3,108.09
			Chg	05/01/2011	PA	PaCe Dues		60.00	-3,048.09
			Pay	05/19/2011		Lckbx Pmt	00006518	-3,696.00	-6,744.09
			Chg	06/01/2011	AM	Monthly Assessment		28.00	-6,716.09
			Chg	06/01/2011	PA	PaCe Dues		60.00	-6,656.09
			Pay	06/15/2011		Lckbx Pmt	00006585	-88.00	-6,744.09
			Chg	07/01/2011	AM	Monthly Assessment		28.00	-6,716.09
			Chg	07/01/2011	PA	PaCe Dues		60.00	-6,656.09
			Pay	07/12/2011		Lckbx Pmt	00006605	-88.00	-6,744.09
			Chg	07/31/2011	AM	Reallocate bal		120.00	-6,624.09
			Cr	07/31/2011	PA	Reallocate bal		-120.00	-6,744.09
			Rev	07/31/2011		Move to "00GC"	00006420	3,608.00	-3,136.09
			Rev	07/31/2011		Rev & repost	00006518	3,696.00	559.91
			Pay	07/31/2011		5/19 pymt correction	6518	-88.00	471.91
			Chg	08/01/2011	AM	Monthly Assessment		28.00	499.91
			Chg	08/01/2011	PA	PaCe Dues		60.00	559.91
			Pay	08/03/2011		Lckbx Pmt	00006641	-88.00	471.91
			Chg	09/01/2011	AM	Monthly Assessment		28.00	499.91
			Chg	09/01/2011	PA	PaCe Dues		60.00	559.91
			Pay	09/02/2011		Lckbx Pmt	00006690	-88.00	471.91
			Pay	09/15/2011		Lckbx Pmt	00006692	-3,608.00	-3,136.09
			Tr	09/15/2011		Xfer to 00GC	00006692	3,608.00	471.91
			Chg	10/01/2011	AM	Monthly Assessment		28.00	499.91
			Chg	10/01/2011	PA	PaCe Dues		60.00	559.91
			Pay	10/04/2011		Lckbx Pmt	00006723	-88.00	471.91
			Chg	11/01/2011	AM	Monthly Assessment		28.00	499.91
			Chg	11/01/2011	PA	PaCe Dues		60.00	559.91
			Pay	11/18/2011		Lckbx Pmt	00006777	-88.00	471.91
			Chg	11/30/2011	IF	Interest Late Fee		7.08	478.99
			Chg	11/30/2011	AF	Admin Fee		10.00	488.99
			Chg	12/01/2011	AM	Monthly Assessment		28.00	516.99
			Chg	12/01/2011	PA	PaCe Dues		60.00	576.99
			Pay	12/08/2011		Lckbx Pmt	00006809	-88.00	488.99
			Chg	12/31/2011	IF	Interest Late Fee		7.08	496.07
			Chg	12/31/2011	AF	Admin Fee		10.00	506.07
			Chg	12/31/2011	CD	Cable Disconnect		46.50	552.57
			Chg	01/01/2012	AM	Monthly Assessment		29.00	581.57
			Chg	01/01/2012	PA	PaCe Dues		62.00	643.57
			Pay	01/13/2012		Lckbx Pmt	00006848	-91.00	552.57
			Chg	01/31/2012	IF	Interest Late Fee		7.08	559.65
			Chg	02/01/2012	AM	Monthly Assessment		29.00	588.65
			Chg	02/01/2012	PA	PaCe Dues		62.00	650.65
			Chg	02/29/2012	IF	Interest Late Fee		8.44	659.09
			Chg	03/01/2012	AM	Monthly Assessment		29.00	688.09
			Chg	03/01/2012	PA	PaCe Dues		62.00	750.09
			Pay	03/28/2012		Fwd by atty	6895	-91.00	659.09
			Chg	04/01/2012	AM	Monthly Assessment		29.00	688.09
			Chg	04/01/2012	PA	PaCe Dues		62.00	750.09
			Chg	04/09/2012	IF	Interest Late Fee		8.44	758.53
			Chg	04/12/2012	AM	Accelerated		496.00	1,254.53
			Chg	04/12/2012	PA	Accelerated		232.00	1,486.53
			Pay	04/13/2012		atty mmv ck	08096	-91.00	1,395.53
			Chg	04/30/2012	IF	Interest Late Fee		19.36	1,414.89
			Chg	04/30/2012	PA	ADJ PA Accel. dues		264.00	1,678.89
			Cr	04/30/2012	AM	ADJ AM Accel.dues		-264.00	1,414.89
			Chg	05/01/2012	AM	Monthly Assessment		29.00	1,443.89
			Chg	05/01/2012	PA	PaCe Dues		62.00	1,505.89
			Cr	05/01/2012	AM	Rev chrg-accl in Apr		-29.00	1,476.89
			Cr	05/01/2012	PA	Rev chrg-accl in Apr		-62.00	1,414.89

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04-0104
International Club
Murrells Inlet SC 29576

KA Diehl
11822 Highway 17S Bypass
Murrells Inlet SC 29576

Unit	Space	Owner	Type	Date	CC	Description	Check	Amount	Balance
			Chg	05/31/2012	IF	Interest Late Fee		19.36	1,434.25
			Pay	06/15/2012		atty mmv ck-pd full	08327	-3,520.79	-2,086.54
			Pay	06/18/2012		Lckbx Pmt	00007041	-91.00	-2,177.54
							End Bal		-2,177.54

Summary of International Club Golf Course Accounting Records

PLANNED REVENUE FROM GOLF COURSE AGREEMENT

Year	Assessment Amount	Units	Golf Course Agreement Cash Revenue	Units	Covenant Cash Revenue	Cash Benefit Difference by year**	
2004	45	20	$10,800	$50	$27,000	$16,200	
2005	65	23	$17,940	$50	$39,000	$21,060	
2006	70	26	$21,840	$50	$42,000	$20,160	
2007	70	29	$24,360	$50	$42,000	$17,640	
2008	70	32	$26,880	$50	$42,000	$15,120	
2009	75	35	$31,500	$50	$45,000	$13,500	
2010	88	38	$40,128	$50	$52,800	$12,672	
2011	88	41	$43,296	$50	$52,800	$9,504	
2012	91	44	$48,048	$50	$54,600	$6,552	
2013	91	47	$51,324	$50	$54,600	$3,276	Estimated
	Totals		**$316,116**		**$451,800**	**$135,684**	

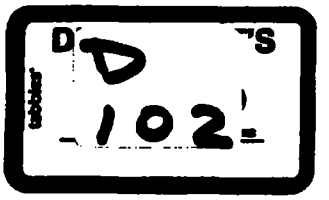
** cash benefit difference resulting from this agreement decreases over time.

GOLF COURSE AGREEMENT COMPARISON – Using Only the Check Income Deposited. **

BILLING AMOUNT		AMOUNT COLLECTED – checks directly deposited	
Billed 2004-2010	$184,351	Collected 2004-2010	$171,243.72 Checks only
Billed 2011-2012	$92,855	Collected 2011thru July 1, 2012	$60,378.99 Checks only
		Debt + Payments to YE 2012	$29,124.17
Total Billed	$277,206	Total Checks Directly Deposited	$260,746.88 '04 – '12

**** For Comparison Purposes only. Checks Directly Deposited Excluding Accounting Adjustments**

Adjustments: Excluded for Billing and Deposit Corrections, Offsetting Internal Accounting Adjustments



Summary of International Club Golf Course Accounting Records

SUMMARY – INTERNATIONAL CLUB GOLF COURSE PLANNED VS ACTUAL $$ COLLECTED

BILLING AMOUNT	Source	Amt Collected – Checks plus Adjustments	
Total Debits '04- '10	$184,351 TOPS Accounting	$187,695.00 Credits 2004-2010	
Adjustments****	-$1,791 TOPS Accounting	-$1,791.00 2004-2010 – adjustments ****	
	TOPS Accounting	-$6,107.00 2005 Credit for Overpayment	
	TOPS Accounting	-$3,344.00 Balance transfer to Jenark**	
Debits Applied	**$182,560** TOPS Accounting	**$176,453.00** Credits Applied 2004-2010	
Charges 2012	$92,855 Jenark Accounting	$60,378.99 2011 to July 1, 2012	
Actual Billed	$275,415 Jenark Accounting	$29,124.17	Due to end of 2012
Billing Per Contract	$264,792	$265,956.16	Total Projected 2004 - 2102

NOTES

** Credit Balance Transferred from Tops to Jenark Accounting Systems and counted in Jenark Totals.

Note: All remaining income for 2012 was billed in March 2012 when Account was Delinquent.

**** Note: Offsetting Adjustments between P.A.C.e, Master, Interest, Admin Fee accounting "buckets" Adjustments did not change amounts collected or billed or the account balance.

Note: Total Amount Collected includes interest and administrative fees not planned in original contract.

2005 Credit for Overpayment approved by Horton for previous over-billing.

Jim Miles 4
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STATE OF SOUTH CAROLINA
SECRETARY OF STATE
NONPROFIT CORPORATION
ARTICLES OF INCORPORATION

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.

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

01-010374CC

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International Club Home Owners Association
Name of Corporation

exclusively for such purposes.

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

---

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. ☒ 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

11. Each incorporator must sign the articles.

X _____
Signature of incorporator

Signature of incorporator

Signature of incorporator

South Carolina
Secretary of State
Mark Hammond

INTERNATIONAL CLUB HOME OWNERS ASSOCIATION

Note:This online database was last updated on 8/6/2012 6:01:32 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	K A DIEHL & ASSOC
ADDRESS:	11740 HWY 17 BYPASS S
CITY:	MURRELLS INELT
STATE:	SC
ZIP:	29576
SECOND ADDRESS:	

FILE DATE:	03/01/2001
EFFECTIVE DATE:	03/01/2001
DISSOLVED DATE:	/ /

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Agent	02/26/2009	CHG AGT ADD/K A DIEHL & ASSOC	
Agent	01/09/2003	CH AGT/ADD FR-KEN GROVER	Image
Eleemosynary Incorporation	03/01/2001	NONPROFIT INCORPORATION	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be

D 106

incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY)	
)	Civil Action No. 2012-CP-26-1740
The International Club Homeowners)	
Association, Inc.)	HOMEOWNER MOTION
Plaintiff)	TO INTERVENE PER
vs.)	SCRCP RULE 24
)	
International Club LLC.)	
Defendant)	
)	

1. Michael Butryn, homeowner and member of the Plaintiff homeowner association, moves the Court for permission to Intervene as a co-plaintiff as a matter of right in accordance with SCRCP Rule 24(a)(2) (Intervention) in as much as petitioner claims an interest in the unpaid assessment debt of the Defendant and Petitioner is so situated that the disposition of the action may as a practical matter impair or impede Petitioner's ability to protect his interest. Petitioner further states that his interest is not adequately represented by the existing party plaintiff.

a. Petitioner owns property subject to the Covenants cited by the Plaintiff. These are the same covenants to which the Plaintiff states that the Defendant is subject.

b. Petitioner is a member of the homeowner association.

c. Petitioner states that the Plaintiff homeowner association has hidden from him and the other members the existence of this lawsuit as well as the failure of the defendant to pay assessments in full since at least as far back as 2002, and that Plaintiff has misled the membership as to the payment status of the defendant golf course.

2. Petitioners allege that his reasons to intervene include:

a. Petitioner has the same rights and interest in the unpaid debt per the same covenant provisions that the Plaintiff cited in the Complaint. The Covenants gives each and every homeowner, including Petitioner, the independent right to sue for violation of the covenants, including failure to pay assessments in full. These sane covenant provisions gives this Petitioner the right to either join an existing suit for failure to pay assessments – or to initiate his own suit with the same cause of action. Such a separate suit would be wasteful of the court's resources.

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b. The Defendants debt is much larger than that alleged by the Plaintiff. The failure of the Plaintiff to state and demand the much larger, true amount due will bar the future collection of the amount actually due unless the correct amount is asserted in this case.

c. Petitioner has no confidence in the intention of the Plaintiff to allege the correct amount due. Because the Plaintiff is a defendant in another case in this very same court, Jarmuth v IHOA, civil case No. 2009-CP-26-3596, which raised this issue, the Plaintiff IHOA (in this case) is on actual prior notice that the Golf Course owes far more than the IHOA is claiming in this case. This Petitioners is of the informed belief that there is an evidential basis to believe that the Plaintiff (through the action of prior members of it's board of directors) actively aided and abetted the Defendant in evading its responsibility to pay the assessments specified in the covenants. These acts of prior members of the Plaintiff's board of directors constituted, in Petitioner's opinion, conflicts of interest prohibited by the South Carolina non-profit corporation act.

3. Petitioner's standing to sue this matter out or to join in this lawsuit arises from the following covenant provision:

> 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, ... 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.

4. The Correct Amount of Debt. The debt has been mis-stated by the Plaintiff in several respects:

a. The debt reaches back to 2002. The Plaintiff appears to be trying to collect only the unpaid 2011 and 2012 debt.

b. The debt for each year is much greater than that alleged by Plaintiff.

c. The interest due for non-payment is much greater than that alleged by the Plaintiff.

5. Covenant provision for the Computation of the Golf Course Assessments Payable.

> Covenant "Section 6.5. Rate of Assessment.
> Both annual and special Assessments must be fixed at a uniform rate for all Units. ...
> 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;

a. The requirement in the covenants and in the bylaws is for the golf course to pay 50 times the assessment paid by single family homeowners has never been amended. The South Carolina Non-Profit Corporation Act, SC Code 33-31-1021(d). Amendment of the bylaws by directors and members, states that

> **(d) Unless otherwise provided in the articles, an amendment to the bylaws which relates solely to the dues required for membership and which establishes or changes an amount for, or method of computation of, dues, must be approved by the members.**

No such proposal has ever been presented to the members, and obviously no such proposal has ever been approved by the members.

b. The Covenants provide for an eighteen percent (18%) interest charge to be added to the amount of unpaid assessments subject by collection through court action.

> **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**

This amount has been ignored or understated by the Plaintiff in the Complaint. The correct amounts paid and unpaid (shown in the table below) are taken from minutes of meetings of the Board of Directors of the Plaintiff HOA, from General Ledgers of the HOA, and from the HOA's Complaint, with the annual monthly assessment for a homeowner taken from this Petitioner's assessment coupons and from Plaintiff HOA documents. The Court is asked to notice that the covenant provisionis cited by the Plaintiff in the Complaint requires the Golf Course to pay 50 times the rate paid by a homeowner eligible to use the Amenity Center, which includes this Petitioner. The interest shown is simple, non-compounded interest, but this Petitioner believes that the debtor is required to pay compounded interest and will make such a demand if permitted to intervene.

c. **Schedule of Defendants' Actual Debt per the Covenants:**

Correct Golf Course Debt

Year	Golf Course Assessable Units	Monthly Assessment for PAEC Homeowners	Actually Paid Per Year	Payable Per Year at Full Assm't Per Unit & 50 Units	Assessment Loss to HOA	Simple non-compounded Interest at 18%
2002	50	$35	$6,500	$21,000		
2003	50	$35	$0	$21,000	$58,000	$83,520
2004	50	$45	$8,400	$27,000	$18,600	$23,436
2005	50	$65	$9,660	$39,000	$29,340	$31,687
2006	50	$70	$16,296	$42,000	$25,704	$23,134
2007	50	$70	$18,876	$42,000	$23,124	$16,649
2008	50	$70	$13,872	$42,000	$28,128	$15,189
2009	50	$75	$15,133	$45,000	$29,867	$10,752
2010	50	$88	$2,597	$52,800	$50,203	$9,037
2011	50	$88	$0	$52,800	$52,800	-
2012	50	$91	$0	$54,600	$54,600	
Cumulative Assessment Loss to HOA					$370,366	$213,404
						$583,770

Note: Per Nov 3, 2003 document Golf Course owed $ 51,000 thru Aug 31 plus $ 7000 thru Dec 31 = $ 58,000 thru end of 2003

Note: 2008 GL is $ 10,404 thru Sep 30; Multiply by 4/3 = $ 13,872

Note: 2009 GL is $ 13,872 thru Nov 30; Multiply by 12/11 = $ 15,133

Note: 2010 amount is from the HOA v Golf Course Complaint

d. There is no Authority in the Bylaws or Covenants for the Board of Directors of the HOA to alter amounts due. There is no provision in the covenants or bylaws for the board to alter the rate of assessments. The Covenants and Bylaws require a uniform rate of assessment and that the golf course pay fifty (50) times that uniform rate as stated in the covenants.

6. Damage to Petitioner should the Plaintiff fail to allege the correct amount due.

This Petitioner and all the other homeowners clearly will have to pay the difference so as to finance the shortfall in the budget, which is based on a determination of what the board decides to spend, not on how much money is available. A single homeowner's assessment is thus the sum of the costs needed to maintain the common areas divided by the number of actually paying homeowners, which is significantly higher when the golf course's ten percent (10%) of assessment revenue is not collected.

Conclusion

7. This Petitioner move the Court to order that he will be permitted to intervene as a plaintiff so as to protect his interest which is not adequately represented by the Plaintiff.

By:

_____

Michael Butryn, Intervener as Plaintiff
1008 Ennis Dr ; Murrells Inlet SC 29576; 843-357-1276

June 25, 2012

Page 4414

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

TYPE OR PRINT CLEARLY IN BLACK INK

108

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)
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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

exclusively for such purposes.

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

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. ☒ 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

11. Each incorporator must sign the articles.

X _____
Signature of incorporator

Signature of incorporator

Signature of incorporator

DEFENSE POSTER BOARD A

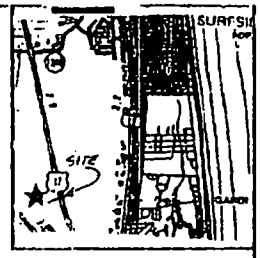
NOTES:

1. DATE OF FIELD SURVEY WAS SEPT. 6, 1998
2. TAX MAP NO 104-00-02-059
3. ALL BEARINGS ARE BASED ON THE SOUTH CAROLINA PLANE COORDINATE SYSTEM (NORTH ZONE). ALL DISTANCES ARE HORIZONTAL AND MSL DATUM.
4. THIS TRACT IS LOCATED IN FLOOD ZONE "X" (OUTSIDE THE 500 YR. FLOOD PLANE) AS SHOWN ON PANEL 450510C0304 F 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

98 OCT 22 PM 12:22
REGISTER OF DEEDS



VICINITY MAP
SCALE 1" = 1 MILE

STELLA VEREEN

MURRELS INLET GOLF PLANTATION
PB. 100, PG. 155

FUTURE DEVELOPMENT
15.21 ACRES

9.79 ACRES

5.42 ACRES

KAMINSKI 17 LIMITED PARTNERSHIP
PB. 78, PG. 141

CYPRESS KEYS
PB. 145, PG. 128

CYPRESS KEYS
PHASE 1
PB. 154, PG. 164

SIMONTON COURT

JAMES A. CAROLINA
DB. 777, PG. 145

LOUIS SMALL

REMAINS OF 30" PINE

CMD FOUND

GILBERT WILSON
PB 331, PG. 304

KAMINSKI BLVD. 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

E.T.S. - ENGINEERING AND TECHNICAL SERVICES, INC.
PAWLEYS BUSINESS CENTER, PAWLEYS ISLAND, SOUTH CAROLINA.
DRN. F.HARRIS MICOLF JB.#98084-S

CERTIFICATE OF APPROVAL FOR RECORDING

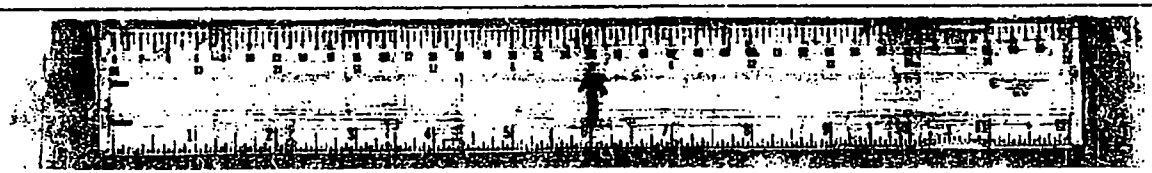
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HERE HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR HORRY COUNTY, SOUTH CAROLINA WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF COURT.

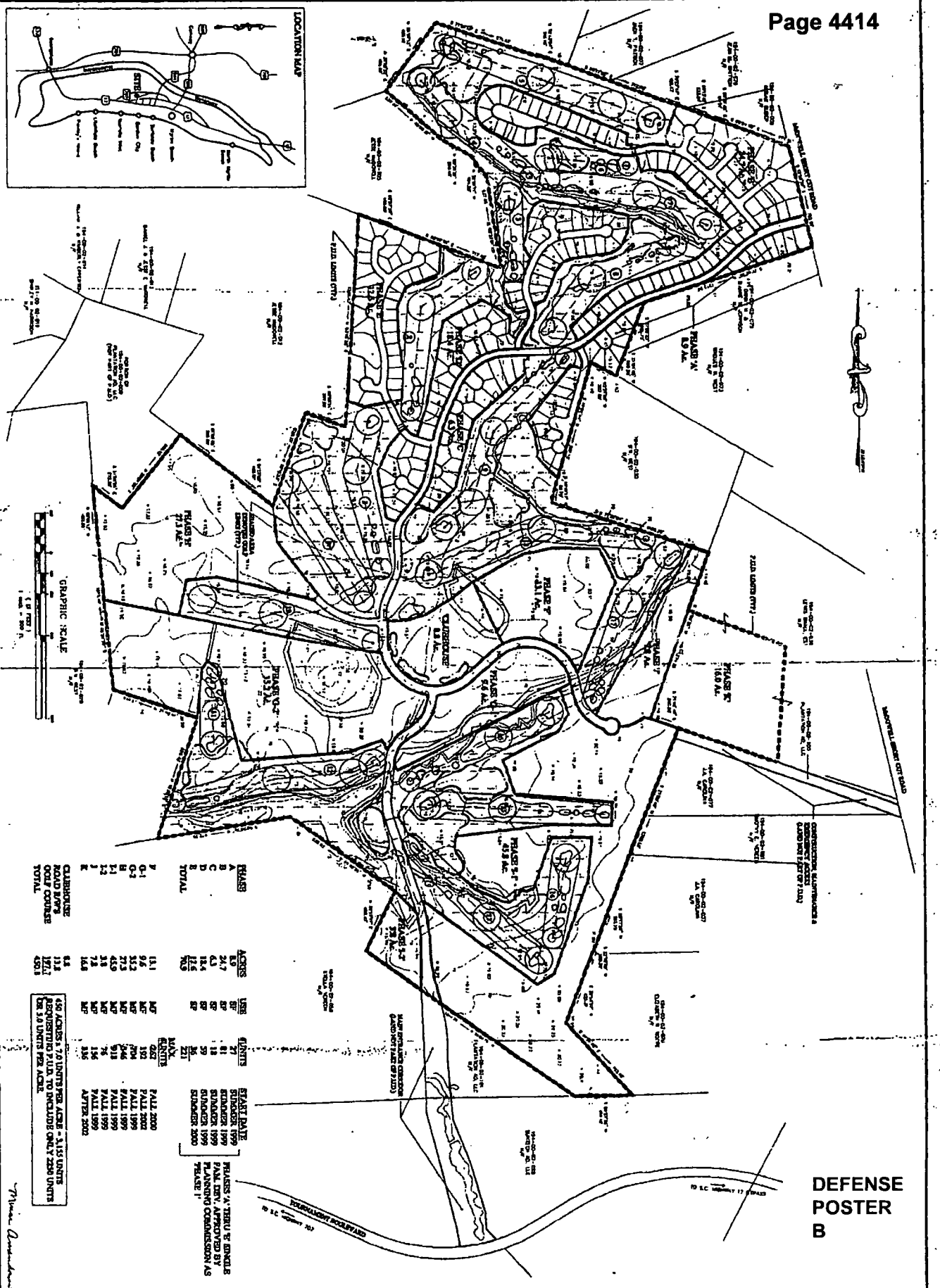
DATE

CHAIRMAN, PLANNING COMMISSION

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 THEREIN. 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.

FREDERICK L. HARRIS, P.L.S. #11311





PHASE	ACRES	USE	UNITS	MAX UNITS	START DATE
A	8.0	SF	27		SUMMER 1999
B	24.7	SF	81		SUMMER 1999
C	6.3	SF	18		SUMMER 1999
D	18.4	SF	59		SUMMER 1999
E	12.6	SF	36		SUMMER 2000
TOTAL	70.0		221		
A	13.1	MF	102	0102	FALL 2000
C-1	9.6	MF	100		FALL 2002
C-2	15.2	MF	204		FALL 1999
D	27.3	MF	246		FALL 1999
E-1	45.9	MF	518		FALL 1999
E-2	3.9	MF	74		FALL 1999
F	15.8	MF	156		FALL 1999
	7.8	MF	156		FALL 1999
	10.7	MF	156		AFTER 2002
CLUBHOUSE	6.8				
ROAD BMPS	11.8				
GOLF COURSE	147.1				
TOTAL	450.8				

450 ACRES x 7.0 UNITS PER ACRE = 3,150 UNITS
REQUESTED PUD TO INCLUDE ONLY 2,250 UNITS OR 5.0 UNITS PER ACRE

PHASES "A" THRU "E" SINGLE FAM. DEV. APPROVED BY PLANNING COMMISSION AS "PHASE 1"

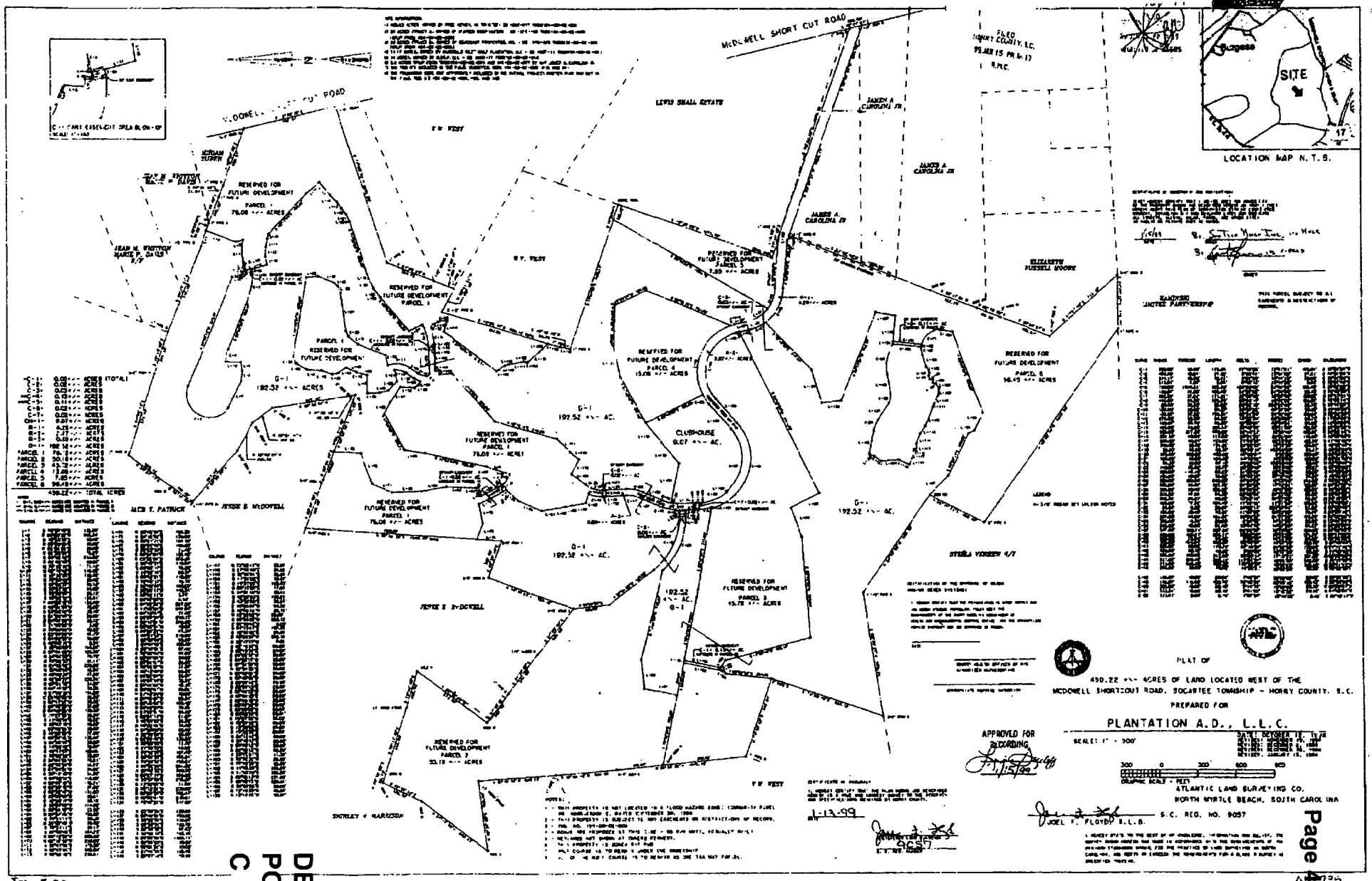
DEFENSE POSTER B

May 14, 1999

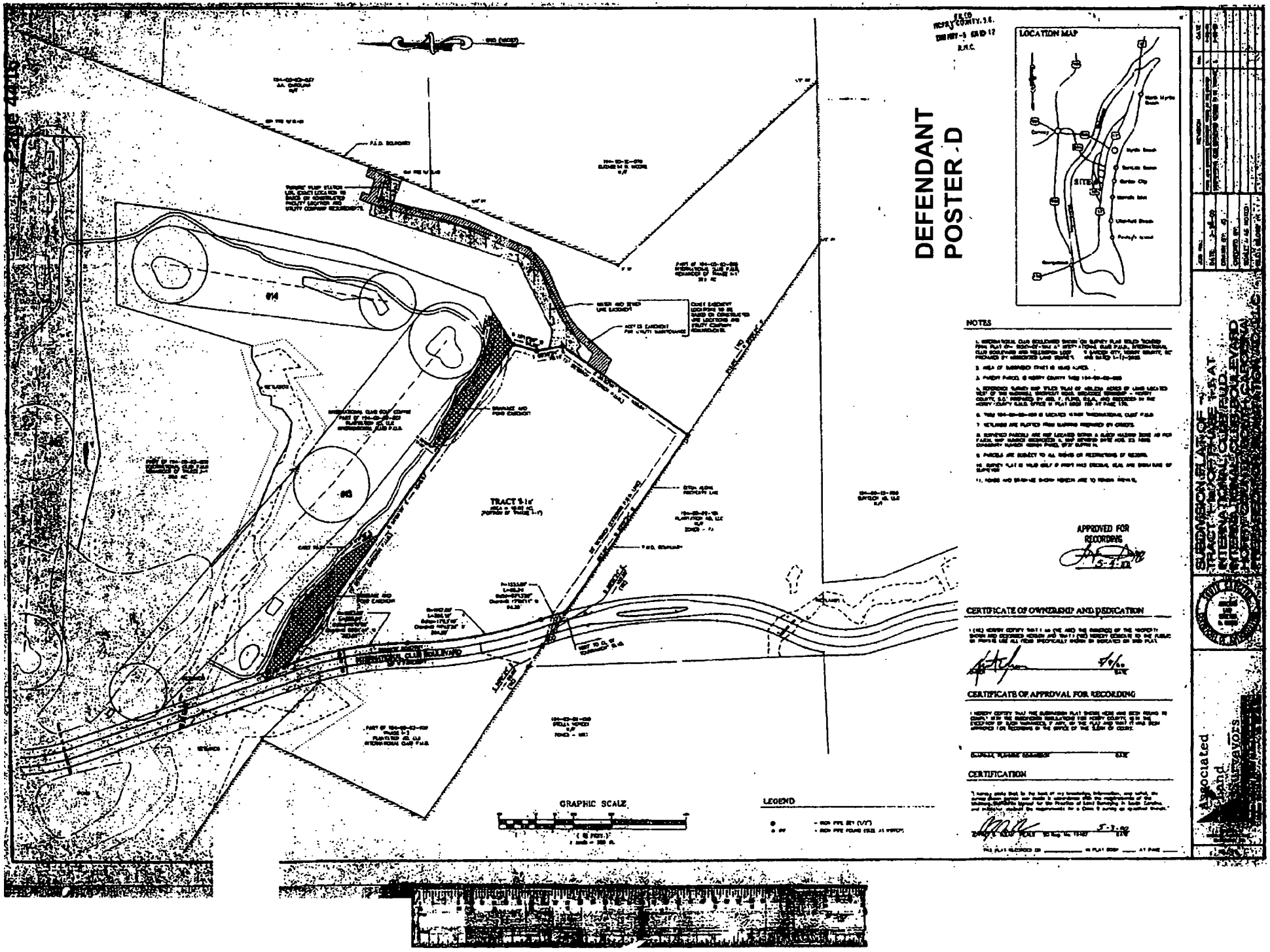
LANTANA P.U.D.
REVISED MASTER PLAN (PLAT 1)
(formerly known as Murrells Inlet Golf Plantation)
HORRY COUNTY, SOUTH CAROLINA
PREPARED FOR: PLANTATION AD, LLC

SHEET NUMBER 1 OF 1

Castles Consulting Engineers, Inc.
ENGINEERS / PLANNERS
LAND SURVEYORS
Myrtle Beach, SC 29577

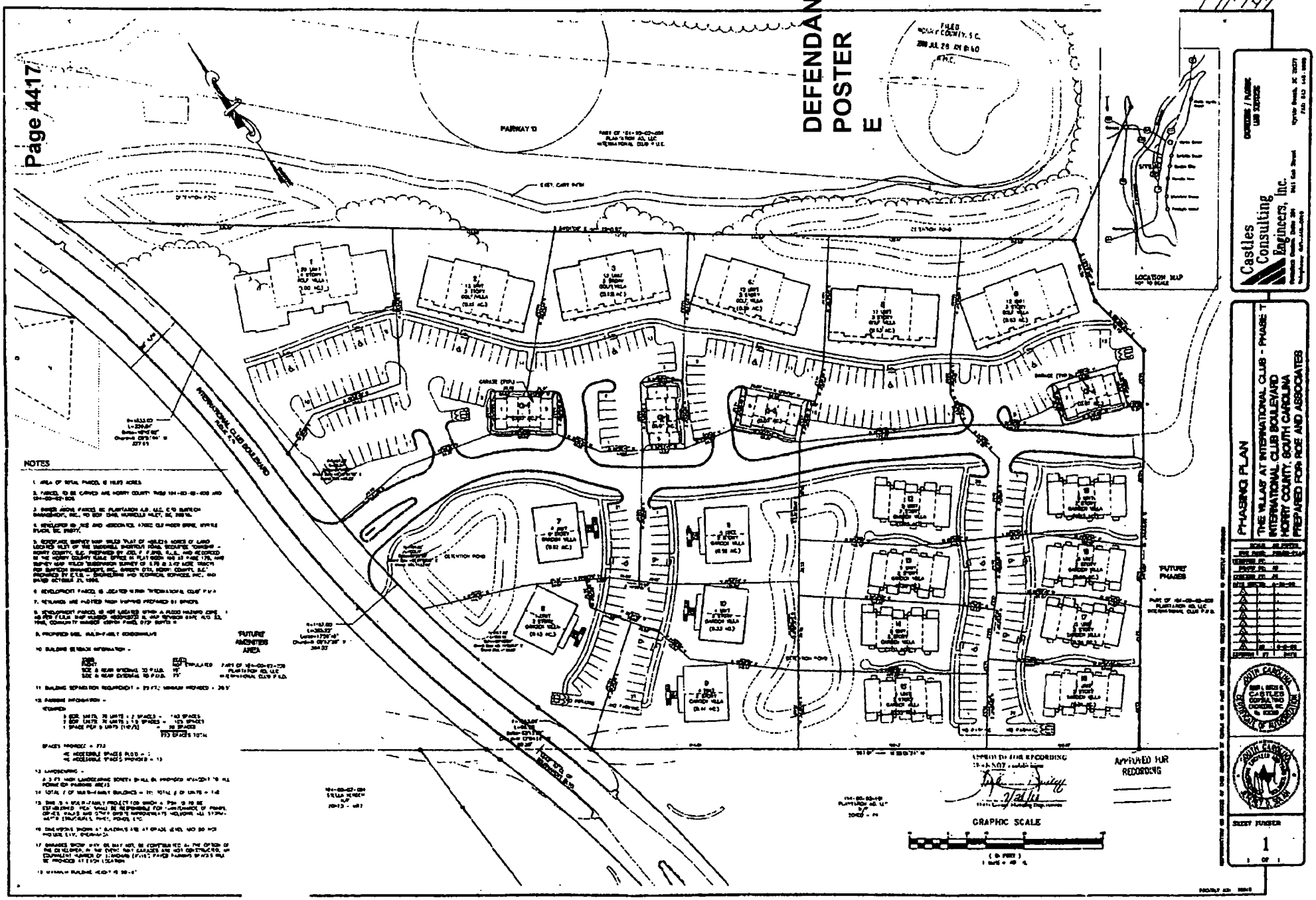


DEFENDANT POSTER C

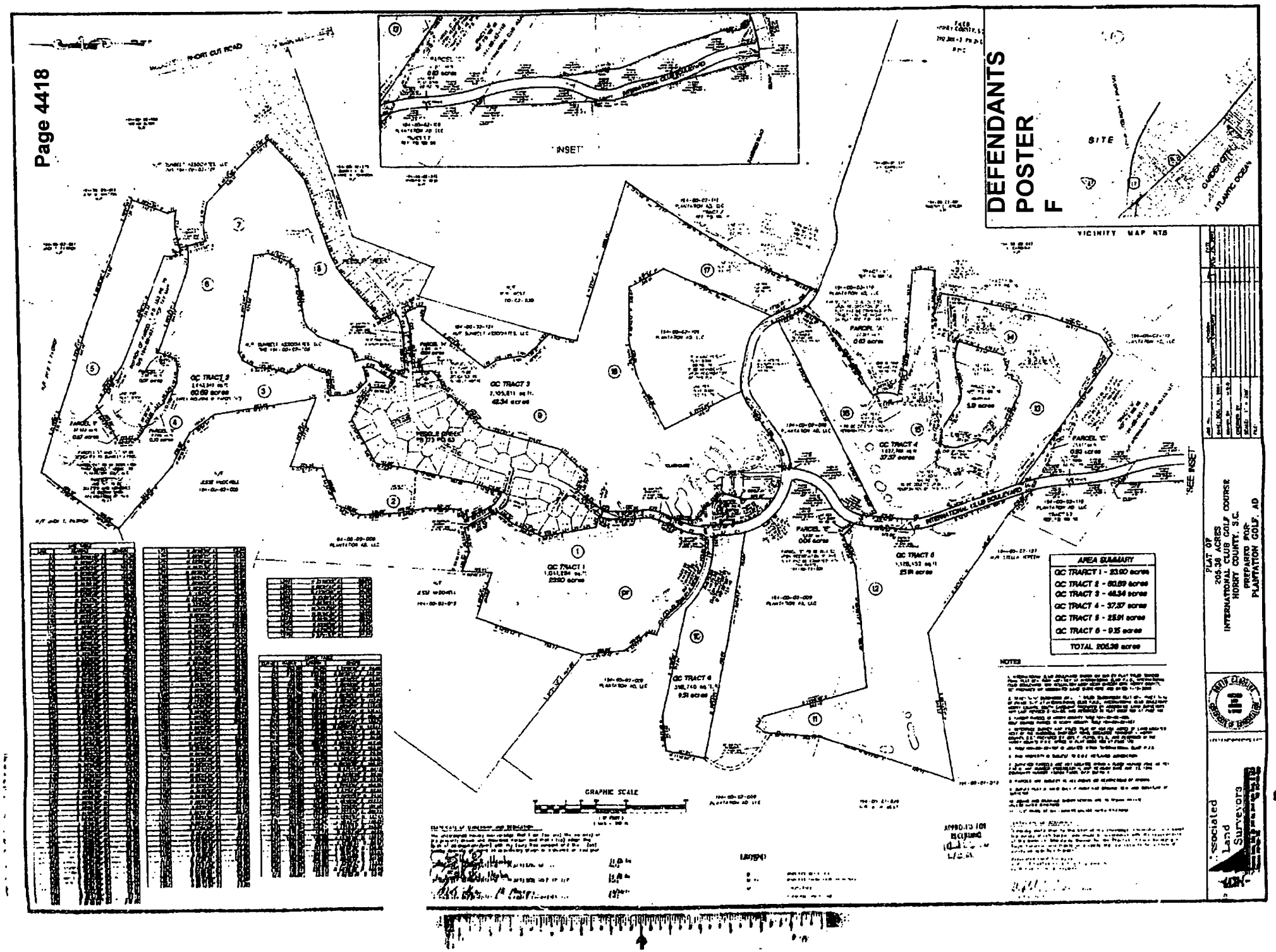

DEFENDANT
POSTER-D
LOCATION MAP
SITE
NOTES
APPROVED FOR
RECORDING
CERTIFICATE OF OWNERSHIP AND DEDICATION
CERTIFICATE OF APPROVAL FOR RECORDING
CERTIFICATION
GRAPHIC SCALE
LEGEND
SUBDIVISION PLAT OF
TRACT 5-1A
OF THE
INTERNATIONAL CLUB
INTERNATIONAL BOULEVARD
HOUSTON, HARRIS COUNTY, TEXAS
Associated
Land
SURVEYORS

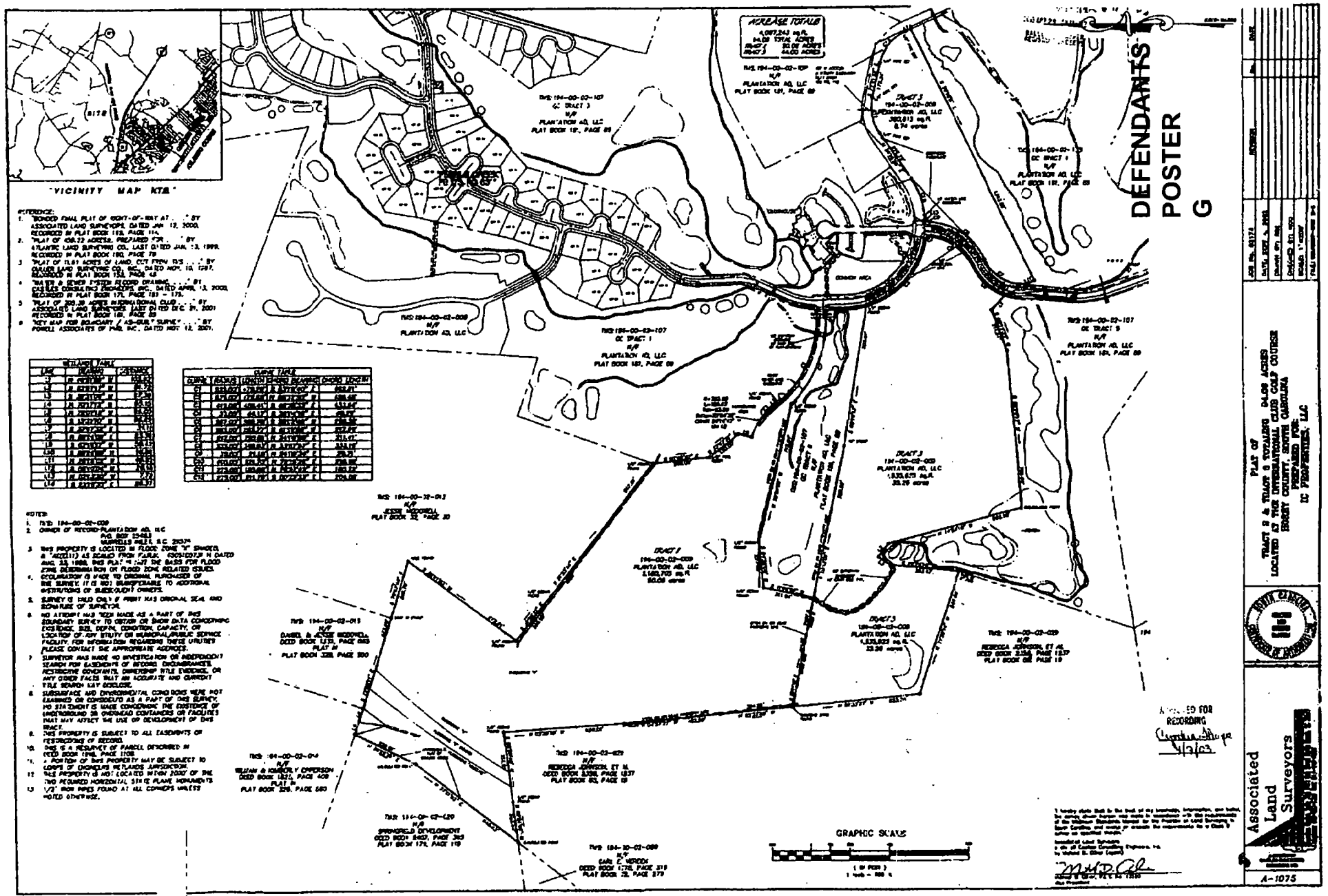
DEFENDANT POSTER E

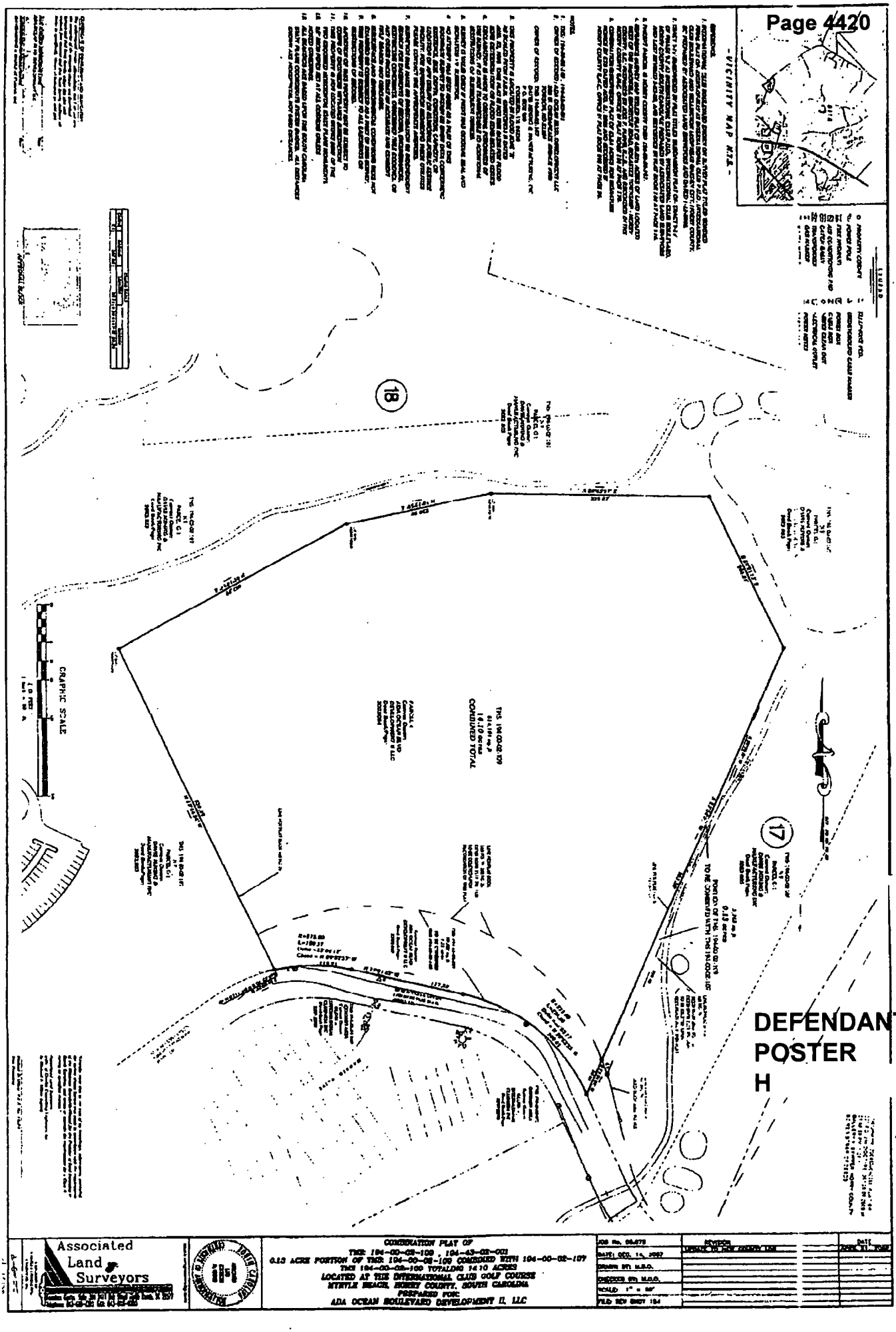
171-149



DEFENDANTS POSTER F

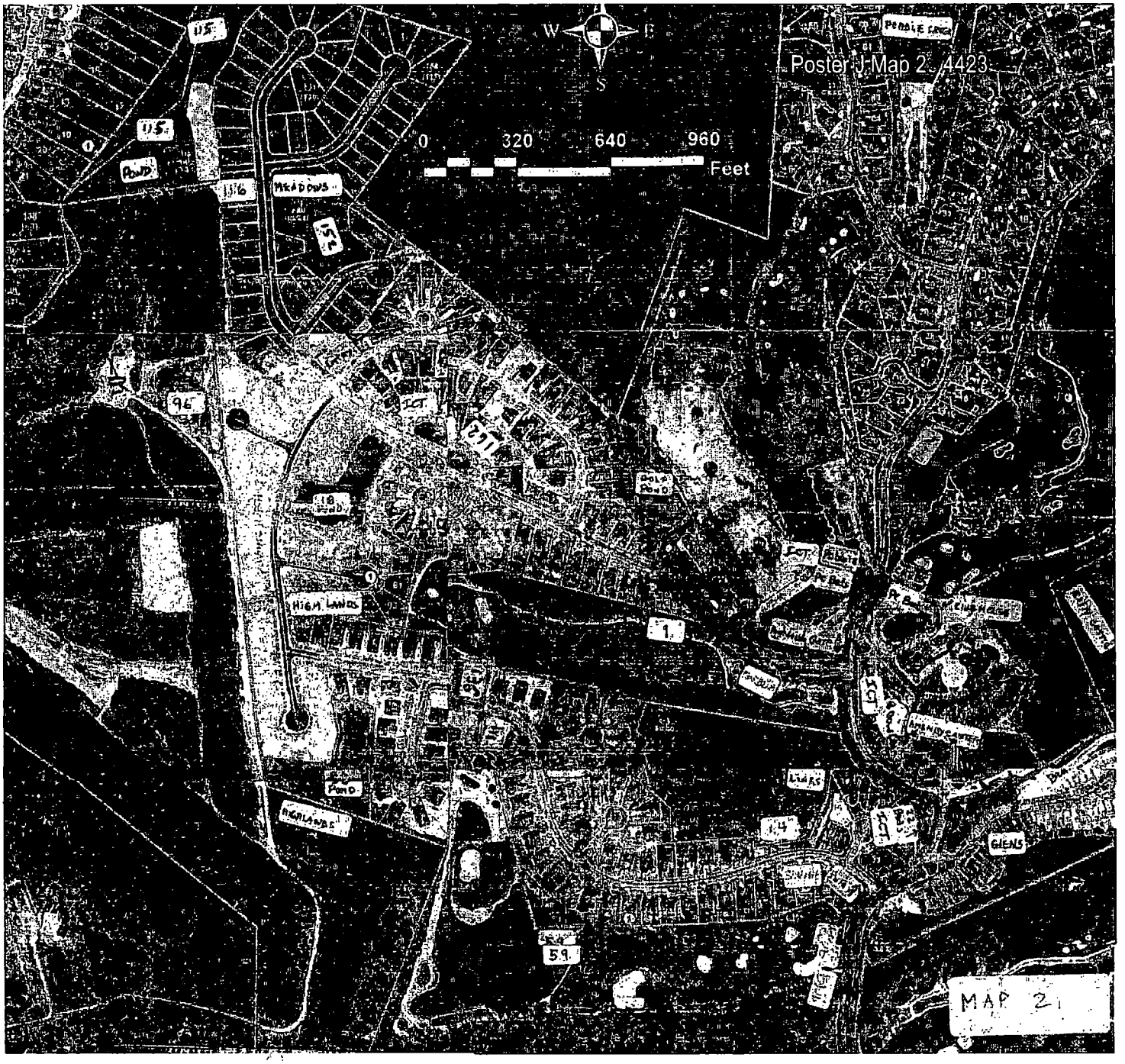


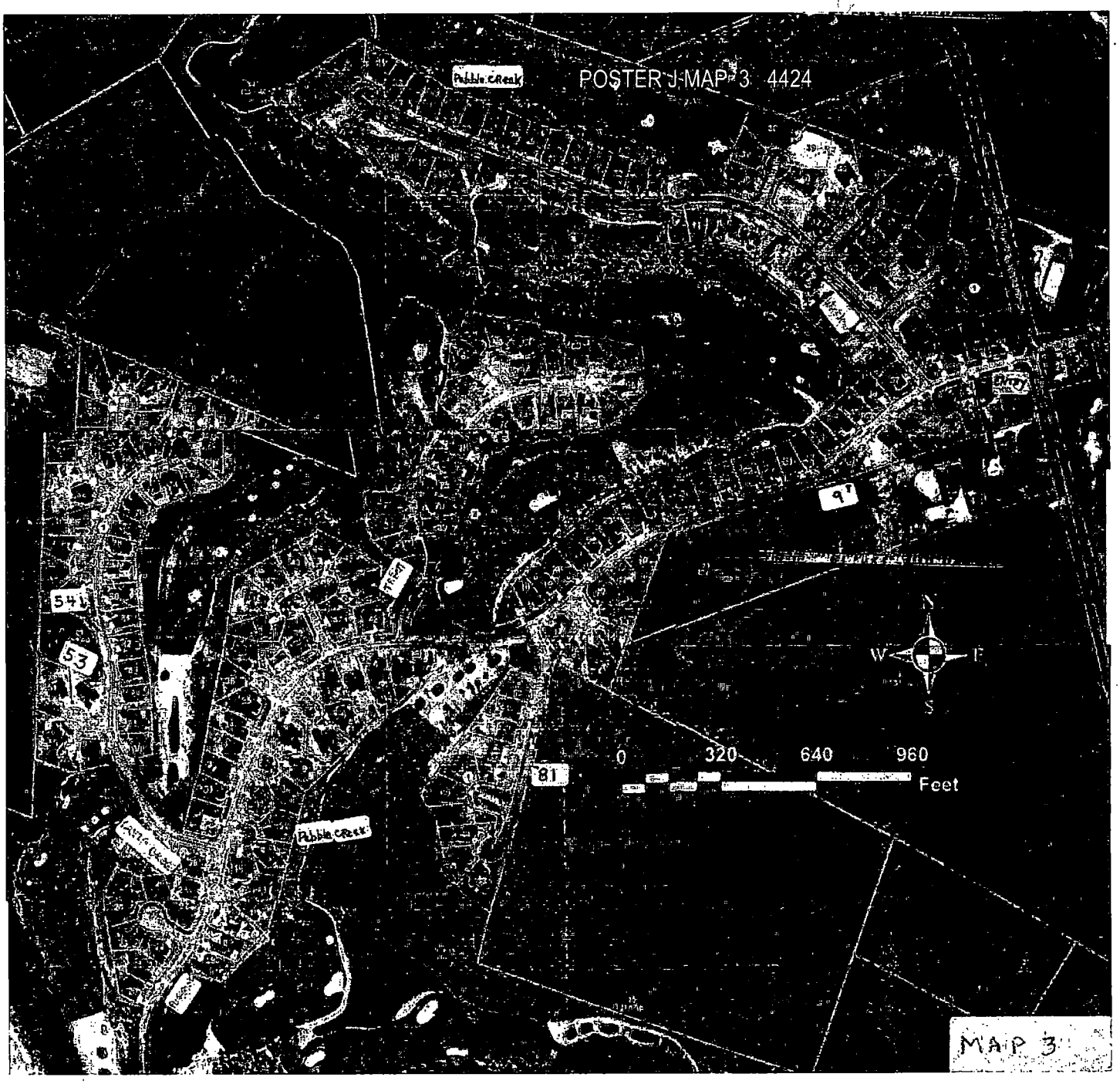

DEFENDANTS POSTER G
"VICINITY MAP NTS"
ACREAGE TOTALS
TRACT 1
TRACT 2
TRACT 3
PLAT OF TRACT 2 & TRACT 3 PLANTATION ACRES LOCATED AT THE INTERNATIONAL CLUB GOLF COURSE BERKELEY COUNTY, SOUTH CAROLINA
PREPARED FOR
IC PROPERTIES, LLC
Associated Land Surveyors
A-1075
GRAPHIC SCALE


- VICINITY MAP N.T.S. -
GRAPHIC SCALE
18
17
COMBINED TOTAL
DEFENDANT
POSTER
H
Associated
Land
Surveyors
CONSOLIDATION PLAT OF
TMS 194-00-02-109 , 194-00-02-001
0.13 ACRE PORTION OF TMS 194-00-02-109 CONSOLIDED WITH 194-00-02-107
TMS 194-00-02-109 TOTALING 14.10 ACRES
LOCATED AT THE INTERNATIONAL CLUB GOLF COURSE
MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA
PREPARED FOR:
ADA OCEAN BOULEVARD DEVELOPMENT II, LLC


INTERNATIONAL CLUB
TAX MAP


0
320
640
960
Feet
Exxhibit J Map - 1 4422
CAMBRIDGE
VILLAS
PASEO ALEGRE
CAPTIVA KEYS
MAP 1


Poster J Map 2 4423
W
E
S
0
320
640
960
Feet
MAP 2


POSTER J-MAP 3 4424
Pebble Creek
54
53
81
Pebble Creek
W
E
S
0
320
640
960
Feet
MAP 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
	)	Civil Action No. 2009-CP-26-3596
Ronald Jarmuth	)	consolidated with
Plaintiff	)	Civil Action No. 2010-CP-26-11320
	)	
vs.	)	PLAINTIFF'S POST-TRIAL BRIEF
	)	SUPPORTING
The International Club	)	PROPOSED ORDER
Homeowners Association, Inc.,	)	
et al	)	
Defendants	)	
	)	

HISTORY AND SUMMARY

On August 8, 2012 through August 10, 2012 consolidated cases 2009-CP-26-3596 ("2009") and 2010-CP-26-11320 ("2010") were tried together before this Court. The 2010 case had originally been filed in the Magistrate Court and was removed to this Court by the Defendant.

The Plaintiff in both cases is Ronald Jarmuth, who appeared pro-se. The Defendants in the 2009 case is The International Club Homeowners Association, Inc ("HOA"), Rosemary Toth, individually and as member of the Board of Directors of the HOA, and K.A. Diehl, Inc, the management company for the HOA. The sole defendant in the 2010 case is the HOA. All defendants were represented by common counsel, McNair Law Firm. Henrietta Golding and Alicia Thompson, of McNair, argued the case for the Defendants at trial.

This case was originally scheduled for trial January 17, 2012 but was continued and ultimately referred to this Special Referee for trial by consent of the parties.

As a civil matter, the standard which the advocate of an issue was required to show to prove facts is a low one: more likely than not. The determination of the fit between those facts and the law is a question of law for the court, particularly the applicability of a particular statute to the facts of the case.

Evidence Issues

Although Defense Counsel had paper copies of all of Plaintiff's proposed exhibits to which Defense Counsel objected to (at the beginning of trial) well before the original trial date, January 17, 2012, it did not submit a Motion in Limine at that time nor did it prepare and submit one to the Court prior to the August 8th trial date, although it had complete knowledge of Plaintiff's exhibits not later than July 30, 2012. The same can not be said

regarding Plaintiff's prior knowledge of Defendants' exhibits.

At the beginning of trial the Plaintiff asserted that he had served the Defendants approximately 7000 documents in discovery, primarily in 2009, most in paper, and that all of his exhibits for trial had been hand served on defense counsel no later than July 30, 2012, in the same paper form and as numbered as which was ultimately introduced as Plaintiff's evidence at trial. Plaintiff asserted that the additional documents which he had not identified as exhibits for trial but had set aside as potential evidence for impeachment purposes had been served on Defense Counsel well before the original January 17, 2012 trial date. Plaintiff noted that on January 17, 2012 the Chief Judge of the trial court, Hon. Judge Steven John, had entered orders of compliance pertaining to Plaintiff's 2009 motions to enforce subpoenas issued by Plaintiff in 2009 against non-parties who had not complied. He also ordered the Defendants to produce certain documents. Plaintiff stated that the documents which resulted were served on Defendants in paper form as exhibits for trial prior to July 30, 2012.

Plaintiff asserted that except for Defendant's three oversize aerial photos, he had never been served a single document in paper form by Defense counsel. Plaintiff's list of Defendants documents – actually a set of "screen prints" of the computer file listing of the files which Defendants had served – showed that prior to May 23, 2012 Defense had served him 217 documents (files) and that on or about July 17, 2012 Defense had served one more file on a CD. Defense Counsel did not controvert any of this.

Plaintiff then objected to what he called "Trial By Ambush", noting that he first saw the list of exhibits that Defense Counsel proposed to use at trial in an email he opened half a day before trial – August 7, 2012 - which was emailed to him by Defense Counsel after hours on August 6, 2012. Plaintiff objected to the fact that he had not seen the Defense's actual exhibits in paper form or other until minutes before the trial began. Defense Counsel did not controvert that either. Plaintiff offered the Court the list of Exhibits which Defense Counsel had served him on January 13, 2012, just prior to the original trial date, and compared it to the list of Exhibits which Defense Counsel had placed on the Plaintiff's trial table minutes before the trial began, and explained that there were numerous exhibits on Defendant's August 8th list – the documents served in the courtroom immediately before trial – that were not on the January 13 list, and that in many instances the same exhibit number now was used for a completely different document. Defense Counsel did not controvert the point that Defense Counsel had not actually served on Plaintiff the set of Exhibits it had intended to use at trial January 17th, and which were reflected in it's January 13 list.

Further, Plaintiff asserted that the descriptions (names) used by Defense Counsel for the files in the CD discovery were completely different from the captions used for the trial exhibits, and that because Defendants actual trial exhibits lack the "Bates" numbers, it was impossible for Plaintiff to track Defendants' trial exhibits to the discovery exhibits, upon which Plaintiff would have marked cues to use in questioning witnesses when Defense used it's exhibits at trial. Plaintiff asserted that if the Court compared the CD list and the January list with the August 8th list, it would be seen that many of the August 8th exhibits

had never been given to Plaintiff prior to the trial.

Defense Counsel objected to a series of Plaintff's exhibits, without specifying the nature of the objections. Defense never asserted that it had not been served any document on the list, either in discovery or in the form of being hand served the trial exhibits, and never controverted the authenticity of any of Plaintiff's documents.

Plaintiff stated that he had no objection to the Court using any document presented to it which would contribute to the Court's decision making – subject to Plaintiff objecting to authenticity or alteration issues when a document was introduced or used by Defense. One such instance arose during the course of the trial.

Plaintiff noted that four of Plaintiff's documents objected to by Defense Counsel consisted of letters between attorneys, numbered 351, 352, 353, and 354. Plaintiff explained that these were documents used by Plaintiff in the deposition of Defendant Rosemary Toth, that all concerned "Capital Contributions", a major question in litigation, and Plaintiff asked the court to note that none of these four documents carry with them attorney – client privilege because (1) at least one of the addressees was not counsel, at the moment the letter was written (or received) for any of the Defendants in the matter for which the exchange of correspondence occurred; and (2) that Plaintiff had lawfully come into possession of these from one or the other of the attorneys or their clients, and thus for either reason no privilege existed. The Court examined the documents and concludes that no privilege exists for any of these and that they are admissible because they bear on an issue in litigation – that being Capital Contributions.

PLAINTIFF'S ORDER OF PRESENTATION OF THE CASE

A significant dimension of Plaintiff's case is a request for Declaratory Judgment as to the rights and obligations of "The Association" [1] through the application of the South Carolina Non-Profit Corporation Act in particular, as well as several other federal, state, and county regulatory structures. Plaintiff also asked the court to declare the pre-emptive impact such regulations and the common law have on various provisions of the Covenants.

Beyond that, Plaintiff put before the Court the question of whether, for the purpose of interpreting the covenants that apply to the property subject to regulation by the Covenants, certain sections of the Covenants were still enforceable by virtue of the fact that amendments to the covenants had been filed which were declared as "waived", and which Plaintiff asserted equated to "deleted".

---

[1] "The Association" is defined in the Covenants. One issue before the Court is which of four corporations is "The Association" with rights and obligations under the Covenants and Bylaws. Irrespective of that, Plaintiff asked the Court to state the rights and obligations of "The Association", regardless of which it might be, created by application of Statutes, Regulations and Ordinances related to certain aspects of The Association's conduct of businessm.

Plaintiff's presentation of the case overlaid acts of the Defendants on the interpretations of law which Plaintiff asserted to determine whether such acts, or failures to act, were voidable or, in some instances, actionable agatnst some or all of the Defendants.

UNDERLYING FRAMEWORK / SCHEME OF GOVERNANCE

The Law, the Facts, and the Acts of the Defendants divide themselves into three groupings:

1. The Use of Property within the Community – which should be governed by Horry County Ordinances, South Carolina Statutes, and proper Covenants.

2. The Operation of South Carolina homeowners associations in general and the Defendant Association in particular as South Carolina Non-Profit Corporations – which should be governed by the Articles of Incorporation and legally adopted Bylaws; and

3. The tortuous acts of the Defendants, individually and collectively, towards Plaintiff and while in control of the Defendant Association – which must be assessed in the light of the common law and the controlling documents, depending on whether a particular act related to the property, to an individual, or to the association.

Plaintiff pointed out the confusion among the homeowners and the members of the board of Defendant IHOA that he was seeking to resolve through the declaratory aspects of his lawsuit. Plaintiff stated that the confusion arises because the same persons, organizations and actions have conflicting contexts in each of the three groupings (regimes) and the Court was asked to resolve the confusion – by declaring which aspect of the covenants, the bylaws, and the governmental regulatory scheme applies and does not apply to which of the groupings. In particular, the Court was asked to identify those provisions of the covenants, bylaws and association rules which are pre-empted by government action or common law.

The Court is asked to note and to apply the pre-emptive hierearchy of regulatory regimes: Statutes, ordinances, common law, covenants and lastly rules.

Use of Property

Plaintiff argued that the use of property within a subdivision is governed first by the controls on development imposed by Horry County and the agreements reached between developers and the planning commission regarding how the property will be developed, and secondarily by those lawful obligations and restrictions imposed on property within the subdivision prior to sale which meets the criteria for particular servitudes to become proper covenants which touch and run with the land.

County Development Regulations

Plaintiff argued that subsequent to a subdivision being approved by the Planning Commission no aspect of it which is contrary to explicit agreements reached between the developer and the commission which is explicitly stated in an approval document, such as a signed plat, may be altered without being granted a modification by the Planning Commission. Plaintiff argued that many of the problems of which he complained is traceable to developers ignoring the limitations on development of the planned unit development (in which Plaintiff lives) reached voluntarily between the developers and the commission.

Plaintiff also argued that many of the problems of which he complained are likewise traceable to developers placing restrictions and obligations within the covenants which are not legitimate covenants running with the land, but rather constitute personal services contracts which do not survive the transfer of ownership or which from the start do not satisfy the requirements set forth in the Statute of Frauds to form a valid contract.

Defendant took the testimony of an expert witness of their designation, Jeffrey W. King, to justify the way the covenants, bylaws and rules were implemented in Horry County in general and in this subdivision in particular. He admitted to no actual knowledge of the circumstances which surrounded the creation of the covenants, bylaws and rules relating to the subdivision and had not spoken to any of the people who were so involved. Under cross examination, he was unfamiliar with the statutes relating to the formation of non-profit corporations, name changes, recording and indexing of deed related documents, as well as those statutory provisions relating to the governance of such non-profit corporations. He admitted to having never written a scholarly article on the subjects about which he was testifying, had never taught a class on any of these subjects, and had no particular advanced specialized education. He asserted that his expertise arose from creating the legal documents over many years to create subdivisions and home owner associations. Under questioning, he was unable to cite any case law to justify his opinions. Plaintiff observed, for the record, that all Mr. King was stating was the legally untested habit of the community.

Mr. King ultimately conceded that modifications to what was agreed upon between the county and a developer would require a granted application for modification, and that a developer was not permitted to make a modification to any aspect for which an agreement, reflected on a Plat, perpetuated restrictions and obligations relating to development of the subdivision. He conceded that alterations adding additional property or houses to a subdivision, changing building densities, or changing the agreed status of roads would require an enhancement to entrance roadways, additional amenities and open areas, and expanded capacity / modification to the storm water drainage system.

State Regulation

Upon questioning, Mr. King justified the absolute control developers exercised for many years over communities and over the homeowners associations associated with them

on the basis of habit, i.e., that is what they had been doing. He was unaware of any statutes or case law that permitted or prohibited this practice.

Formation and Control of Home Owner Associations
- Bylaws, Articles, and Boards of Directors -

Plaintiff first pointed out that, unlike all surrounding states, South Carolina has not created a Homeowner Statute to modify or extend the Non-Profit Corporation Act to reflect the special circumstances of planned unit developments and homeowner associations, and that the problems this created are well known to the legislature, and to the Senate Judiciary Committee in particular, which has debated potential homeowner association legislation for years. Without such legislation, Plaintiff pointed out, non-profit corporations organized under the general act must comply fully with the statutes within the act. Plaintiff pointed out that prior to 1977 it was illegal in South Carolina to sell condominiums because the title conveyed was not associated with a specific piece of property on the ground, and that a similar situation existed with regard to time – sharing until the legislature created a special act for those as well. Plaintiff argued that a major origin of mis-understandings in Horry County is the wide spread assumption that what is permitted in neighboring states is likewise permitted in South Carolina. Plaintiff attributed much of the problem to multi-state developers, such as D.R. Horton, who used the same procedures in every development and in every state they built in. As a consequence, developers have been representing that their habits reflect the law, which is untrue in South Carolina, as Plaintiff stated he would prove.

Mr. King testified that much of his experience related to developments in North Carolina, which has a homeowner association act. In support of his conclusions he stated only that none of the developments and associations he had a hand in forming had thus far been sued to challenge the manner of creation and operation. Plaintiff's observation in the vernacular is that "they got away with it because their victims didn't know better".

Mr. King stated that the circumstances of this subdivision were typical for Horry County, these being as follows:

a. The developer names a homeowner association and imposes an obligation on homeowners to join it by placing such an obligation in the covenants that run with homeowner lots.

b. The developer writes the bylaws for the association and attaches them to the covenants, often many years before the association is actually incorporated – by others – and does not separately record, attest to them, or index them to the association name.

c. Sometime thereafter the named association is incorporated by the developer as the Declarant.

d. For many years thereafter the developer runs the association without giving a voice or a vote to the homeowners who he requires to be paying members of the

association. During that period the developer sets and collects assessments to support amenities and areas of the development which the developer continues to own and control.

Plaintiff argued that these local practices are illegal and unsupported by any court decision. Mr. King, the defense's expert witness, was unable to cite any statute or case law in support of the practice he was describing.

DECLARATORY INTERPRETATION OF RIGHTS AND OBLIGATIONS UNDER THE SOUTH CAROLINA NON-PROFIT CORPORATION ACT

At trial and within the Plaintiff's Complaint the Court was asked to interpret certain provisions of the South Carolina Non-Profit Corporation Act as they applied to homeowner associations in general and to the Defendant association in particular. Plaintiff explained that this would control whether certain acts or failures to act, to be presented later, were ultra-vires acts performed without authority, or intra-vires acts performed with a conflict of interest or perhaps performed in a manner not meeting the standards the Non-Profit Corporation Act, or the Bylaws, sets for directors and officers.

WAS DOES THE LAW REQUIRE THAT THE INITIAL BOARD OF DIRECTORS AND THEIR SUCCESSORS HAD TO BE ELECTED, NOT APPOINTED?

Plaintiff read the following text from the statute:

> SECTION 33-31-205. Organization of corporation.
> (a) After incorporation: (2) if initial directors are not named in the articles, the incorporator or incorporators shall hold an organizational meeting at a call of a majority of the incorporators:
> (i) to elect directors and complete the organization of the corporation; or
> (ii) to elect a board of directors who shall complete the organization of the corporation.

Plaintiff stated that on March 1, 2001 the IHOA was incorporated depending on Pl # 552 the Defendant Association's Articles of Incorporation with the Secretary of State's file stamp for authentication. The document was not challenged by defense counsel.

The Court was asked to take judicial notice of controlling issues of fact set out in that document:

1. Defendant IHOA was incorporated per SC 33-31-202 of the Act which made it subject to the Non-Profit Corporation Act. Paragraph 1.
2. Defendant's Legal Name is exactly as follows, with name separation set out in paragraph 2 of the document: "International Club Home Owners Association". With no "LLC" or "Inc" after it. Plaintiff pointed out that there are many corporations whose names are distinct only by use of a suffice such as "Inc" or "LLC" and that the presence or absence of same is legally significant.

3. That Defendant IHOA is a "mutual benefit corporation"; paragraph 3.

4. That the corporation has members; paragraph 4.

5. That paragraph 8 of the Articles did not state any of the options provided for (SC 33-31-202) for governance of the IHOA. The Declarant wrote as the corporation's purpose that it is a "Homeowners Association" which would have inherent meaning if South Carolina has a Homeowners Act – which it doesn't.

The Court is asked to take judicial notice that these are the options which the Declarant was permitted to state in Paragraph 8 of the Declaration, but chose not to:

> SC 33-31-202 (c) The articles of incorporation may set forth:
> (1) the purpose for which the corporation is organized which may be, either alone or in combination with other purposes, the transaction of any lawful activity;
> (2) the names, addresses, and zip codes of the individuals who are to serve as the initial directors;
> (3) provisions not inconsistent with law regarding:
> (i) managing and regulating the affairs of the corporation;
> (ii) defining, limiting, and regulating the powers of the corporation, its board of directors, and members, or any class of members; and
> (iii) the characteristics, qualifications, rights, limitations, and obligations attaching to each or any class of members;
> (4) any provision that under this chapter is required or permitted to be set forth in the bylaws.

Plaintiff asserted that to be effective the supplemental rights and obligations regarding the association stated in the covenants would properly have to be stated instead in the Articles, and that absent such a supplementation in the Articles, the operation of the Association is exclusively controlled by properly adopted bylaws.

The Court is asked to take judicial notice that the Articles did not supplement the Bylaws in any way.

6. That the sole Declarant for the Association was "Ken Grover; paragraph 9 of the Articles. The Court was asked to take judicial notice that Ken Grover was not the Declarant of the Covenants which contain what is purported to be the Bylaws of the Defendant Association.

7. That the Articles did not name initial directors; paragraph 10.

Plaintiff asked the Court to declare that per SC 33-31-205, quoted supra, since the Articles did not name any initial directors, at the initial meeting all the initial directors must be elected and the organization of the corporation must be completed.

> SECTION 33-31-205. Organization of corporation.
> (a) After incorporation: (2) if initial directors are not named in the articles,

the incorporator or incorporators shall hold an organizational meeting ... (i) to elect directors and complete the organization of the corporation;

Plaintiff asserted that the meaning of "organization of the corporation" includes adoption of bylaws After incorporation as provided by separate statute.

Plaintiff asked the court to declare that ipso facto any directors who took office after the association was incorporated without being elected (i.e., appointed) were illegally in office, that they had no authority to act for the defendant corporation, and thus all their subsequent acts were ultra vires and void.

Plaintiff explained the authority for this is contained in the following statute:

SECTION 33-31-304. Ultra vires. (c) A corporation's power to act may be challenged in a proceeding against an incumbent or former director, officer, employee, or agent of the corporation. The proceeding may be brought by derivatively.

Defense counsel did not controvert the applicabiliity of this statute.

The Plaintiff asked the Court to interpret the Act's provisions regarding Byalws and to declare that the legally effective bylaws of the Defendant IHOA could not be adopted by the Declarant of the Covenants who was neither an incorporator of the IHOA nor a member of it's board of direcrots.

The applicable statute is:

SECTION 33-31-206. Bylaws.
(a) The incorporators or board of directors of a corporation shall adopt bylaws for the corporation.
(b) The bylaws may contain any provision for regulating and managing the affairs of the corporation that is not inconsistent with law or the articles of incorporation.

The Court was asked to note that R. Scott Pyle, the Declarant of the Covenants, was not the incorporator (Ken Grover) and because the Bylaws (Plaintiff's 548) were stated only once – as Exhibit C to the Covenants, Plaintiff's 547, the Bylaws were stated prior to the later incorporation and it is conclusive that R Scott Pyle was never a member of the Defendant IHOA's board of directors. This was uncontroverted.

Plaintiff also asked the Court to take judicial notice of, and he proferred that, the minutes of the meetings of the successive boards of directors do not reflect the adoption of the Bylaws by the membership or by the board. This was uncontroverted.

The Court is asked to declare that the Bylaws set out in Exhibit C of the Covenants are not legally effective bylaws of the defendant IHOA.

Plaintiff asserted that 33-31-206 which allows for the directors to adopt bylaws is limited to the obligation of the initial directors to adopt bylaws at the initial meeting if the incorporator had not already adopted bylaws, and Plaintiff asserted and asked the court to declare that subsequently the authority to adopt or alter bylaws is controlled by the section of the Act which provides for "amendment". Plaintiff asserted that the legislators would not have envisioned a situation where a corporation would operate for twelve or so years without any bylaws.

Plaintiff asked the Court to declare that because there are no legally effective bylaws, the provisions of the Act which allow for alternative if stated in bylaws do not apply and that instead the default provisions of the Act control operation of Defendant IHOA.

Plaintiff next addressed the issue that the Defendant IHOA is asserting that provisions of the putative bylaws and the IHOA's rules apply not just to the operation of the IHOA, but also to the use of property. Plaintiff reminded the court of the parallel regimes – use of property and non-profit corporation operations. Plaintiff asserted that sub-section (c) of the statute makes it clear that the domain of bylaws is exclusively the operation of the corporation with which they are associated, and no further, and that controls over areas of members lives beyond the operation of the association are without statutory authority:

> SC 33-31-206(b) The bylaws may contain any provision for regulating and managing the affairs of the corporation that is not inconsistent with law or the articles of incorporation.

The Court is asked to declare that even a voluntary enrollment or participation by a homeowner in the Defendant IHOA does not constitute a non-revocable consent to any provision relating to homeowner property. The Court is asked further to declare that any provision in a non—profit corporations bylaws or rules which attempt to extend the authority of a non-profit corporation to enforce limitations on acts of members not performed in their capacity as an officer or employee of the association or not related to the use of assocation property is beyond the legally enforceable authority of the association.

The Defendants did not controvert any of Plaintiff's assertions relating to the Bylaws, except to state without citation to statute or case law that a developer could restrict the operation of a hypothetical future corporation through the filing by an unrelated individual of bylaws with the name of that unincorporated corporation on the bylaws.

The Court is asked to declare that any provision of The Bylaws or the Association's rules relating to the use of land not currently owned by Defendant IHOA are void as a matter of law.

DISTINCTIVE NAMES

Plaintiff asked the Court to declare even one word distinctions in names between corporations is legally significant and sufficient to identify who the corporate party associated with a contract or legal document is. The statue cited by Plaintiff is:

> **SC 33-31-401. Corporate name. (b) a corporate name must be distinguishable upon the records of the Secretary of State from the name of any other corporation, or partnership [doing] business in South Carolina**

Plaintiff asked the Court to take notice of the fact that the Secretary of State allow the recording of names of separate and distinct corporation distinguishable by a single word or abbreviation, such as LLC versus Inc.. By way of example the Court was asked to note the separate existence of the International Club Association and the International Club LLC, one being a non-profit corporation and the other being the golf course in the PUD.

Plaintiff stated that this is a controlling aspect of law because it would be used later in the case to settle the question of which is "The Association" which has obligations and rights under the Covenants.

Defense counsel did not controvert the legal significance of a distinction of even one word in the name of a corporation.

MEMBERSHIP

Plaintiff asked the Court to settle the issue of admission, resignation, and obligations of members of a non-profit coroporation. Plaintiff asserted and asked the Court to Declare that Covenants to property do not provide the legally effective definition of members and their rights, arguing that this arises out of the South Carolina Non-Profit Corporation act and provisions of the Bylaws not in conflict with the Act.

> **SC 33-31-140 Definitions (24) states that**
> **"Membership" refers to the rights and obligations a member has pursuant to a corporation's articles, bylaws, and this chapter.**

The Court was asked to note that the Covenants pertain to a designated area of property which exists whether or not a non-profit corporation is related to that land or not, and that existence of a corporation does not depend on the existence of a specified land – although membereship in a non-profit corporation may be conditioned on some limiting criteria, such as residence in some area, engagement in a trade, or some other objective and

legal distinguishing criteria. [2] **At trial before this point, the Plaintiff had already asked the court to declare that governance of a non-profit corporation arises strictly fron it's articles of incorporation, bylaws and The Act. Various defense witnesses confused the covenants with the term "Articles" which conclusion Defense Counsel never helped it's witnesses to resolve.**

If the Court has not already done so, the Court is asked to declare that the "rights and obligations a member" arise exlusively "pursuant to a corporation's articles, bylaws" and the Act.

- Requirement to Involuntary be a Member of a Homeowner Association -

The Court was next asked to interpret SC 33-31-601. Admission. And -620, Resignation.

Subparagraph 601 (Admission) reads that

"(b) No person may be admitted as a member without his consent."

Plaintiff noted that in states with home owner association statutes, a requirement to join is stated and enforceable. Plaintiff asked the Court to take judicial notice that the legislature is aware of the issue of involuntary membership in homeowner associations, and that the legislature enacted such a provision with regard to horizontal property regimes – condominiums – in 1977, and legislation relating to the sale of time shares in a later year – but never homeowner associations associated with subdivisions in general. Clearly this was not a legislative oversight. More importantly, a statutory requirement to associate with others is an infringement of personal liberty not taken lightly and may not be inferred from legislation. Such an infringement is not to be found in The Act and Plaintiff asks the Court to declare that the law in this state is that homeowners not living in condominiums or other multi-family regimes may not be compelled to join a homeowner association.

Defense Counsel never controverted Plaintiff's assertion of the effect of the statute.

Plaintiff asks the Court to declare that, as a matter of law, in South Carolina no homeowner not living in a multi-family area subject to the Horizontal Property Act may be forced to join a home owner association.

- Resignation -

Likewise subsection SC 33-31-620,. Resignation. Reads

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[2] While eligibility criteria might include persons of a certain race or national origin, this doesn't mean these "gate keeper" provisions are still legally enforceable after the passage of civil rights legislation banning use of race, religion, age, familial status, or national origin as criteria.

"(a) A member may resign at any time."

Plaintiff referred to the membership in a homeowner association as being in the nature of a personal contract, and pointed out that the statute of frauds requires that obligations with a duration of more than two years requires a contract in writing with the terms signed individually by each party to the contract, and contracts of indefiinite duration are not allowed. Plaintiff also asserts that the only binding terms associated with such a contract are those set out in definite terms in the contract, and that guidelines or rules that change from day to day without the agreement of a contracting party do not satisfy that requirement.

A Personal Contract does not transfer from person to person and if somehow related to property, such as an agreement to mow lawns, does not survive the transfer of title.

None of this was controverted by Defense Counsel.

The Court is asked to declare that in South Carolina, outside of Horizontal Property Regimes related to condominiums and similar establishments, no homeowner can be forced to remain a member of a homeowner association.

- Contractual Obligations And Debts -

The Court was also asked to declare members of homeowner associations chartered as non-profit corporations can not be forced to pay the debts of such homeowner associations, even if collection attempts by said associations are termed "assessments".

The Act reads:

> **SC 33-31-612. Member's liability to *third parties*. A member of a corporation is not, as such, personally liable for the acts, debts, liabilities, or *obligations of the corporation.***

The Court was asked to take notice that the Defendant IHOA has at least one judgment against it through a case in this court, where a sub homeowner association sued the Defendant IHOA. Irrespective of how the consent judgment came about, The Villas Home Owner Association is not a member of the IHOA and thus is a "third party".

Plaintiff put into evidence the IHOA's General Ledger entry where it paid $10,000 of that judgment from IHOA funds and asked the Court to take Judicial Notice of the "Mutual Release and Settlement Agreement" filed in this court on May 17, 2011, Villas at International Club v IHOA, 2009-CP-26-3211, where the IHOA agreed to pay the Villas $20,000 immediately and an additional $43,200 over 48 months, which money is not a sum concerning the operation of the IHOA owned common area and will come from the assessments imposed on homeowners. These points and facts were not disputed by Defense Counsel.

Plaintiff also pointed out that contracts between the IHOA and others who are not members of the IHOA are contracts by the association with third parties, and that these include the HTC cable contract, the waste management contract, and even the contract with the management company, co-defendant KA Diehl.

Plaintiff asks the court to declare that "Acts" within the scope of the statute includes contracts entered into by a homeowner association.

The Court is asked to declare that the plain language of the statute is that a homeowner is not liable for, can refuse to pay, is not contractually bound by, and may not be assessed for money owed by a non-profit to a third party by virtue of a homeowner association contract or otherwise.

Defense Counsel did not controvert any of this.

-- IHOA HAS NO DEFINED OBLIGATIONS OR MEMBERS --

Plaintiff asserted to the Court that by virtue of the fact that Covenants running with land do not control the operations of a non-profit corporation, covenants are not a source of authority to define the membership of an incorporated homeowner association.

Plaintiff also pointed out that the governance of a non-profit corporation arises from it's Articles and Bylaws and The Act.

> **The aforesaid SC 33-31-140 Definitions (24) further provides that the rights and obligations of membership arises exclusively from the incorporated home owner assoications' "articles, bylaws, and this chapter."**

Plaintiff has asked the Court to Declare that the Articles do not declare who the members are nor their rights and obligations, and that the Defenadant IHOA has no legally effective Bylaws.

That being so, the Court is asked to declare that members of the Defendant IHOA have no obligations towards the IHOA except such as they create by separate enforceable individual contract, and their rights are the default rights stated in The Act.

The Court is further asked to Declare that Criteria limiting membership must be stated in the Articles or Bylaws of a non-profit corporation and that because of the lack of legally effective Bylaws for the Defendant IHOA and the omission of optional criteria in Paragraph 8 of the Articles, the membership of the IHOA as a corporation has no limiting criteria and is open to all.

-- TERMS OF OFFICE --

A Question before the Court is whether terms of office for members of the Board of Directors are fixed, and when the term of office begins to run and ends. The practice of the IHOA has been to hold the annual meetings at different dates during the year across the entire spectrum of months, and for board members to assume the office the day they are elected (without the resignation of the predecessor) irrespective of when the predecessor took office.

Plaintiff asks the Court to Declare that the acts of an individual who takes office before his term begins to run are ultra-vires since such an individual lacks authority.

Plaintiff asks the Court to Declare that the beginning of a term of office is related only to the date that the first Director in the line of succession took office and not to the date of any particular election.

Plaintiff used the example of the federal system with elections in November and inauguration in February.

Plaintiff read into the record the names of and dates board members took office to show the lack of uniformity and the source of the problem. Further, the on-going practice of replacing directors immediately upon appointment or election means that there is no uniformity in terms of office – and when directors are appointed to fill the remaining terms of directors who resigned, those remaining terms in practice often are longer or shorter than an exact multiple of years from the appointment or election of the individual they have been appointed to succeed.

The Act provides that per SC 33-31-805 Terms of directors generally.

(a) The articles or bylaws may specify the terms of directors. Except for designated or appointed directors, the terms of directors may not exceed five years. In the absence of a term specified in the articles or bylaws, the term of each director is one year. Directors may be elected for successive terms. ...

(c) Except as provided in the articles or bylaws: (1) the term of a director filling a vacancy in the office of a director elected by members expires at the next election of directors by members; and

It has been pointed out that the Articles of the IHOA are silent on this matter and that the IHOA has no legally effective bylaws. That being said, the putative bylaws (Plaintiff's 548) provides as follows:

Bylaws Article 4. BOARD OF DIRECTORS Section 2. Term of Office.

"... at each annual meeting ... 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.

The Court is asked to Declare that if the IHOA has no legally effective Bylaws, the term of office for members of it's Board of Directors, per SubSection 805 of The Act, is one year, Plaintiff asks the Court to Declare if and only if by some reason the IHOA does have legally effective bylaws, that the terms of office for directors are three years.

Section 805(c) provides that the default term for a replacement director expires at the next annual meeting of members at which directors must be elected. That section provides an exception if legally effective bylaws have some other provision.

The putative Bylaws in Article 4 Section 3 Removal provide that if a vacancy in office occurs, the appointed replacement shall complete the director's three year term (or less for initial directors).

Plaintiff asks the Court to declare, since there are no legally effective Bylaws for Defendant IHOA, that appointed replacement directors serve until the next annual meeting and election which is what subsection 805(c) provides – not until the end of any term of office.

Plaintiff asks the Court to declare that variations in when elections are held do not stretch or contract terms of office..

-- Beginning of Initial Term and of Annual Terms of Office –

Plaintiff read from the putative Bylaws in Article 4, Section 3, Annual And Special Meetings of Membership, that

> **(a) The annual members' meeting shall be held ... on the second Saturday in March of each year (or such other date as may be designated by the Board of Directors) ...**

Plaintiff entered into evidence the Articles creating the Defendant IHOA which shows that the IHOA was incoroporated on March 1, 2001, Plaintiff's# 552, and the 2001 Calendar, Plaintiff's 116 which shows that the second Saturday of March, 2001 is March 10, 2001. No other date was designated by the Board because, per the absence of any Board Minutes to the contrary, which was uncontroverted, no annual meeting of members was held in 2001.

If the Court holds that the putative bylaws of the IHOA are legally effective, the Court is asked to declare that the term of office of IHOA board members begins on March 10 of each year, irrespective of when each annual election is held.

The Act does not accept the premise that the Incorporator or Initial Board will not provide for annual elections in the Articles of that the Declarant will fail to timely create

Bylaws. Subsection 701 of the Act provides that

> **(a) A corporation with members shall hold a membership meeting annually at a time stated in or fixed in accordance with the bylaws.**

To resolve this problem, if the Court declares that the IHOA's putative bylaws are legally ineffective, the Court is asked to set the annual term to when the intial board was appointed, rightly or wrongly.

Plaintiff entered into evidence his Exhibit 300 which is the first recorded meeting of the IHOA's board of directors for which there exists minutes. This was uncontroverted by Defense Counsel. This perpetuates that on September 10, 2002 there was a "Developer Representative" and a "Builder Representative" governing the IHOA.

Plaintiff asks the Court to declare that, if there are no legally effective bylaws for the IHOA, that the term of office for direcotrs begin and end on September 10th of the year a term expires.

Defense Counsel did not controvert that this as the first meeting of the board nor that through today in actual practice IHOA board terms end and begin at no fixed date.

-- ELECTIONS --

Plaintiff alleged that it was illegal for the Developer to fail to hold elections until September, 2007, and instead to simply appoint and remove directors at will.

Plaintiff alleged that not one of the board members appointed by the Developers owned units or property in the PUD and thus were not members of the association. This was not controverted by Defense Counsel.

Plaintiff asked the Court to declare that any persons appointed by the Developer were illegally in office and their acts were ultra-vires. This was not controverted by Defense Counsel.

Plaintiff asked the Court to declare that any appointed board member who served beyond the annual meeting following his appointment was illegally in office and any official act of such individual was ultra-vires. This was not controverted by Defense Counsel.

Plaintiff and Defense Counsel both agreed that Plaintiff's predecessor to Plaintiff's property was sold to her, Cheryl Essex, on September 27, 2001 (Plaintiff's 566), and that at least since that date the IHOA had members eligible to vote.

Section 33-31-804 of the Act provides that the IHOA had to have an election. If Bylaws, the election had to be held on the second Saturday in March, 2002, Plaintiff's 2002 Calendar at 117. If not, there should have been an election at least some time in 2002. The statute reads:

> **(a) If the corporation has members entitled to vote for directors, all the**

directors, except the initial directors, must be elected at the first annual meeting of members, and at each annual meeting thereafter...

Plaintiff noted that the putative Bylaws provided for appointment of directors by the Developer at the initial meeting – which was required to be March 10, 2001 if the Bylaws were followed, with one director's term expiring in March 2002 and another in March 2003. Plaintiff pointed out the bylaws required an election and if this was followed the homeowners would control the board through two of three elected board members in March 2003. It was not controverted that no election was held until September 2007.

Plaintiff thus asks the Court to declare that no directors of defendant IHOA were legally in office until September, 2007 at earliest. The Defendant's expert witness, Mr. King explained this as being the common practice of developers in Horry County, but could cite no provisions of the putative Bylaws, statutes or case law to support this.

The Court is thus further asked to declare that the acts of the board were all ultra-vires until at least September 2007 by virtue that the directors illegally held office.

In further support plaintiff cited to the minutes of all meetings of the board, which he put into evidence, which perpetuated the almost random appointment and dismissal without resignation of board members by developers through September, 2007. Plaintiff read the names and employment of all the board members through September, 2007 and it was uncontroverted that each one of them represented either a Builder or the Golf Course (not as a member) and that none of them resigned to create a vacancy requiring a replacement. This was uncontroverted. Plaintiff explained that this meant that almost every decision involved a conflict of interest or potential conflict of interest with their employer.

-- LIST OF VOTERS --

Plaintiff asserted that he had repeatedly demanded the Members List for Voting and that he had never been provided same. Defense Counsel elicited a statement from KA Diehl employee Beckie Abel that at one point she had emailed Plaintiff a list of names from the IHOA's web site, such as they appeared on it. Abel conceded that this list reflected what some members put on the web site for social networking and that it was not created from any authoritative list of owners nor used for elections. Defense Counsel and her witnesses did not controvert Plaintiff's repeated demands for the Voter List as described in the Act and that Defendants never provided same. They admitted that these requests were proximate in time to elections between 2007 and 2009. In explanation, Defense Witness Abel stated that she considered the information which Plaintiff requested to be "confidential" but was never able to cite to any provision of the Covenants, the Bylaws, or a statute which stated the same.

Defense Witness Abel spoke of her extensive training with the Community Association Institute, which she conceded is a trade organization and whose credentialing is not recognized by South Carolina for purposes of licensing, and that CAI is not recognized

as an educational institution in any way. Abel cited that she manages dozens of homeowner associations and has done so for years and that she is familiar with the requirements of The Act to provide information to homeowners.

The Act reads:

SC 33-31-720 Members' list for voting.
(a) a corporation shall prepare an alphabetical list of the names of all its members who are entitled to notice of the meeting and shall list the members show the address and number of votes each member entitled to vote at the meeting ... [and] a list of members entitled to vote at the meeting but not entitled to notice of the meeting.
(b) The list of members must be available for inspection by any member for the purpose of communication with other members concerning the meeting
(d) If the corporation refuses to allow a member [to] copy the list , the court may summarily order the inspection or copying at the corporation's expense and may postpone the meeting and may order the corporation to pay the member's costs, including reasonable counsel fees, incurred to obtain the order.
...
(g) A member may inspect and copy the membership list only if (i) his demand is made in good faith and for a proper purpose; (ii) he describes with reasonable particularity his purpose; and (iii) the list is directly connected with his purpose.

Plaintiff asks the Court to award his court costs required to "obtain the order" for the list of voters per the Act.

It was not controverted that on July 24, 2008 Plaintiff demanded to copy the voter list to communicate with other Pl # 333. nor that on April 28, 2009 Plaintiff made another like demand Pl # 358, nor that on September 3, 2009 Plaintiff repeated his demand. Pl # 361. It was not controverted that in 2009 Plaintiff has also made a like request in discovery and that Defense Counsel provided no discovery until October 3, 2011 years later. Plaintiff pointed out that he never was provided a current members list for voting, through the Act as a homeowner nor as Plaintiff.

At trial Plaintiff produced, read and introduced into evidence the statute to determine what constitutes a members list for voting, Plaintiff's 226, SC 33-31-720.

Plaintiff read Abel the elements of such a list: Section (a) of the statute provides that the list will include, for each homeowner entitled to notice of the meeting – which includes those ineligible to vote , the name of such member. The statute also provides for those homeowners eligible to vote their individual addresses and number of votes each member is entitled to vote at the meeting.

Abel complained that when Plaintiff asked for members' voting status it was not

stated by the Act exactly that way. She said that this justified KA Diehl, who also is the registered agent for the IHOA, and the IHOA to give Plaintiff nothing. Upon questioning she admitted that names and addresses and number of eligible votes are not privileged – never citing where this notion of privilege came from. The phrase "Privacy Act" being applicable to homeowner associations was stated by Board President William Freiboth, who testified, board member Maureen Sullivan, who testified, and by Diehl employee Abel. The Court is asked to declare that South Carolina has no "Privacy Act" applicable explicitly to non-profit corporations and Freiboth and Abel admitted that no statement of privacy rights has ever been given to any member, and no member has ever been asked to subscribe to same. Plaintiff's statement that to sign up to the IHOA web site included a pre-requirement to surrender privacy rights went uncontested.

Plaintiff pointed out that during the course of this litigation the IHOA, on a regular basis and at the expense of the IHOA, used it's access to homeowner names, addresses, and email addresses to give it's side of matters to the members and used it's denial to prevent Plaintiff from giving his side of events. This was especially important to Plaintiff because it prevented him from relating the inaccuracies of Defendant's defamations – prevented "damage control". This represents a violation of the implied covenant of good faith and fair dealing, which Plaintiff explicitly incorporated into his Complaint.

The Court is asked to impose punitive damages on both KA Diehl and the IHOA for obstructing Plaintiff's prior access to the members list for voting, and to include in it's final order a provision that the Defendant IHOA, and it's employees or agents, must in the future provide such a list within ten days of such a request to any homeowner requesting same.

-- BOARD ACTIONS WITHOUT MEETING --

Plaintiff made the uncontroverted assertion at the deposition of former IHOA president and defendant IHOA Rosemary Toth, and at trial, that Toth in particular and the board in general had been signing contracts – all of them prior to at least 2007 – without a vote of the board or a record of the approval of contracts and other actions.

Plaintiff proffered that from 2002 through 2010 the minutes of the meetings of the board of directors, all offered as evidence and accepted as such by Defense Counsel, do not reflect the board not approving any single contract. This includes the annual contracts with KA Diehl, the management company; the garbage contract; the November 3, 2003 "Golf Course Agreement"; the October 30, 2003 "Cable Contract" with HTC; and the various grounds maintenance contracts.

Plaintiff proffered that through at least the end of 2011, the Architectural Review Board Committee did not have on record minutes for any meeting and that the Board did not have records of ever having held an "appeal hearing" with a homeowner over an ARB issue, nor relatedly ever having ever approved a single fine or deprived a single homeowner of any privilege or right, including a vote.

Testimony had been offered by many witnesses, including Plaintiff, that fines and sanctions had been imposed none-the-less. Plaintiff introduced into evidence many of the annual contracts with the Diehl management company, at least one with a grounds maintenance company, the HTC Cable Contract, and the Golf Course Agreement, none of which have corresponding approvals in the minutes of contemporaneous meetings of the board of directors.

Maureen Sullivan, a former member of the board of directors called by Defense Counsel, testified at trial that no single board member, including the IHOA "President", has any more authority than any other board member. This was uncontroverted by Defense Counsel. Also uncontroverted was Plaintiff's assertion that the duties of the IHOA President consist of preparing the agenda for meetings and presiding over the meetings.

Neither the Putative IHOA Bylaws nor the Act provide a board president any more authority.

Section 33-31-1601 (a) of the Act requires that the minutes of the board record all actions taken by directors or members (by vote of the members at a meeting of the members) whether within a meeting or outside of a meeting. No threshold is set which premises some level at which a decision need not be recorded (such as a dollar amount). Personnel matters are not excluded by the statute's requirement.

The statute requires that these records of actions be retained as "permanent records" of the corporation. The Court is asked to declare that, by the standard of "more likely than not", the absence of a record of an action in the minutes means the action did not occur – that it was not approved by the Board.

Subsection 1601(a) explicitly includes "all actions taken by committees" within the ambit of the statute.

The Act specifically addresses actions taken outside meetings of the board or of committees. It is noted that no action is an action of the corporation unless it was taken by a committee within it's delegated authority or by the board itself. There is no provision to extend decision making authority to a contractor acting independently – such as the unregulated police actions of KA Diehl's "enforcement squad" which issues fines on it's own in violation of the provisions of the putative Bylaws relating to "Procedure".

Section 33-31-821 of the Act, Action without meeting, explicitly mandates that any proposed action taken by a board or committee outside of a meeting must FIRST obtain

> "written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken."

The statute provides further that the action may not be taken – is not effective – until AFTER

"(b) ... the last director signs the consent,"

The first such "out of meeting" consent of the Board of Defendant IHOA is to be found in 2011. No such "out of meeting" consent is to be found for any act of the Architectural Review Committee (and the ARB keeps no minutes of any of the decisions it makes at a meeting).

The Court is asked to declare that any action taken by the IHOA Board or it's committees that is not reflected in the minutes of a meeting of the Board or the Committee is an action taken per SC 33-31-821(b) "Without Meeting" and is void unless the mandate of that Subsection is to be found.

The Court is asked to declare that it is more likely than not that actions not found as approved at a meeting in the minutes were never approved by the board and were under taken without approval, and are thus null and void.

The Court is asked to declare that every action, specifically including contracts predating 2011 for which no approval can be found within the minutes of a committee or the board, are null and void for want of the authority to act.

In her deposition Defendant Toth admitted that the Board agreed to spend perhaps as much as $20,000 for a campaign of defamation against Plaintiff – and that the approvals of these large expenditures was made with no record left behind. At trial defense witness Maureen Sullivan, a board member at the time who was present when the decision was made, admitted that the action was taken outside a meeting without the requisite approval signatures of every member of the board. Per the statute the decisions to spend the money to support the defamation campaign were "ineffective" until the last director signed the consent, which never happened.

Plaintiff asks the Court to order that the costs of the mailing, as evidence by the general ledgers (# 538) be repaid by the members of that board singularly and collectively, to the IHOA itself. The Court is asked to note that co-defendant Rosemary Toth is present as a named defendant in her individual and board capacities.

The sums paid to Carolina Mail House for the defamatory mailing are listed in Plaintiff's # 537 and # 538, which were obtained by subpoena in conjunction with a FOIA to the US Postal Service and by discovery demand against the IHOA, to which the Chief Judge of this Circuit ordered compliance.

The sums absolutely tied to the mailing are identified by IHOA's general ledger comment, "Legal Lawsuit Information". All are dated June 17th, 2009.

The entries are $ 1.55, $ 536.15, $ 1,319.88, $ 1,857.58 totaling $ 3,715.46.

Plaintiff forgoes asking the Court to order the repayment by members of prior boards directors to the IHOA for the costs of contracts awarded without evidence of approval in the minutes of the board.

-- COMMITTEES --

Plaintiff profers that both sides are in agreement that every "committee" of the IHOA except the ARB is a "committee" as contemplated by The Act and the putative Bylaws.

Both sides are also in agreement that only the IHOA Board and the ARB make substantial decisions, take "actions" as contemplated by The Act.

The IHOA has asserted, in the deposition testimony of Rosemary Toth and in the trial testimony of current IHOA President William Freiboth, that the ARB is NOT a committee of the IHOA and that it derives it's authority independently of the IHOA.

Defendants did not controvert that the ARB gets all its resources – money, use of facilities, support by the HOA contractor (to include attendance by Diehl employees at ARB meetings) through the IHOA contract; that the ARB has no contract in it's own name with KA Diehl; and that there is no record of the ARB ever issuing a single letter to anyone over it's own name. It was further uncontroverted that all correspondence which supposedly originates as a result of ARB action is written and issued by HOA's contractor Diehl.

Beckie Abel, an employee of co-defendant Diehl, testified at trial that although Diehl is entitled to charge the IHOA for time spent supporting the ARB (attending ARB "meetings" aka "decision hearings"), Abel testified that Diehl has never done so. Under cross examination she admitted that Diehl could do so at any time and that the labor for writing and the expense of mailing ARB "decisions" was done under the IHOA contract, for which there is a charge of at least $10 (per the KA Diehl contracts admitted into evidence) for each ARB decision. It was also uncontroverted that KA Diehl spends considerable time and expense "policing" the neighborhood for "ARB Violations" at the expense of the IHOA – a specific provision of the IHOA contract.

At trial Plaintiff cited to numerous meetings of the minutes of the Board of Directors that each ARB member is recruited and appointed by the IHOA Board. It was also admitted and uncontroverted that the ARB frequently presents reports to the IHOA at IHOA board meetings, and that said reports are grouped together with the reports of other IHOA committees under the heading "Committee Reports" or a variation of that.

It was further uncontroverted that the ARB "Guidelines" are submitted to the IHOA board for approval.

Plaintiff entered into evidence the April, 2008 "ARB Guidelines", Pl #600. The Court was asked to examine this and the other ARB Guidelines. On the Front page of the document it reads, "International Club Homeowners Association Architectural Guidelines". It does not read that these are the guidelines of the "Architectural Review Board". On the second page at the top it does not say that these are the guidelines of the ARB of the Internatinoal Club (PUD or otherwise) but instead says in plain language that

-- COMMITTEES --

Plaintiff profers that both sides are in agreement that every "committee" of the IHOA except the ARB is a "committee" as contemplated by The Act and the putative Bylaws.

Both sides are also in agreement that only the IHOA Board and the ARB make substantial decisions, take "actions" as contemplated by The Act.

The IHOA has asserted, in the deposition testimony of Rosemary Toth and in the trial testimony of current IHOA President William Freiboth, that the ARB is NOT a committee of the IHOA and that it derives it's authority independently of the IHOA.

Defendants did not controvert that the ARB gets all its resources – money, use of facilities, support by the HOA contractor (to include attendance by Diehl employees at ARB meetings) through the IHOA contract; that the ARB has no contract in it's own name with KA Diehl; and that there is no record of the ARB ever issuing a single letter to anyone over it's own name. It was further uncontroverted that all correspondence which supposedly originates as a result of ARB action is written and issued by HOA's contractor Diehl.

Beckie Abel, an employee of co-defendant Diehl, testified at trial that although Diehl is entitled to charge the IHOA for time spent supporting the ARB (attending ARB "meetings" aka "decision hearings"), Abel testified that Diehl has never done so. Under cross examination she admitted that Diehl could do so at any time and that the labor for writing and the expense of mailing ARB "decisions" was done under the IHOA contract, for which there is a charge of at least $10 (per the KA Diehl contracts admitted into evidence) for each ARB decision. It was also uncontroverted that KA Diehl spends considerable time and expense "policing" the neighborhood for "ARB Violations" at the expense of the IHOA – a specific provision of the IHOA contract.

At trial Plaintiff cited to numerous meetings of the minutes of the Board of Directors that each ARB member is recruited and appointed by the IHOA Board. It was also admitted and uncontroverted that the ARB frequently presents reports to the IHOA at IHOA board meetings, and that said reports are grouped together with the reports of other IHOA committees under the heading "Committee Reports" or a variation of that.

It was further uncontroverted that the ARB "Guidelines" are submitted to the IHOA board for approval.

Plaintiff entered into evidence the April, 2008 "ARB Guidelines", Pl #600. The Court was asked to examine this and the other ARB Guidelines. On the Front page of the document it reads, "International Club Homeowners Association Architectural Guidelines". It does not read that these are the guidelines of the "Architectural Review Board". On the second page at the top it does not say that these are the guidelines of the ARB of the Internatinoal Club (PUD or otherwise) but instead says in plain language that

liability for the actions of the ARB. Defendants claim that the ARB is an entity in it's own right defining rights of rule making and enforcement separate and independent of the IHOA – from the covenants. With a deletion of Section 7.2 of the covenants the dubious claim of the ARB for enforcement authority goes away – if it ever existed.

Plaintiff asserts that he has satisfied the burden of proof for the Court to Declare, as it is asked to do –

(1) That the ARB is a committee of Defendant IHOA; and
(2) That the IHOA is responsible for the acts of the ARB.

There remains one more problem which Plaintiff stated in the Complaint and at trial. Section 33-31-825 of the Act. Committees, requires that

> **"Each committee shall have two or more directors who serve at the pleasure of the board. "**

Plaintiff has stated, and it was uncontroverted at trial, that prior to filing this complaint and innumerably thereafter, Defendant IHOA was informed of this requirement. Plaintiff profers that the answer of the Board, as exemplified by Defendant Toth and current Board President Freiboth at their depositions, and as verified by Freiboth and former board member Sullivan during testimony at trial, is that each committee has one "observer" from the board and that no board member is a member of any committee.

Plaintiff asserts that the statutory word "Shall" is mandatory, that this is a critical element for the legitimacy of committee actions, and that the knowing and consistent disregard of this through the entire history of the IHOA to the present renders each and every committee action null and void.

Plaintiff asks the Court to Declare that because of this, all acts of the ARB are null and void, and to futher order that in the future all committees of the IHOA include two voting members of the board of directors.

Committee Records and Open Meeting Requirement

It has previously been shown that the record keeping requirement of the Board aplies to the committees as well. The Act goes further.

> **33-31-825. Committees (c) Sections 33-31-820 through 33-31-824, which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board, apply to committees of the board and their members as well.**

At trial Plaintiff explained how the ARB conducts it's business in secret, without any general notice of meetings to homeowners – because they are not allowed to observe the ARB's operation. There is nothing in the Act nor the Covenants nor the Bylaws which

give any homeowner an expectatino of privacy from anything he places in an ARB application. At Plaintiff's # 601 is Plaintiff's July 21, 2009 ARB swingset application, which contains information available from the Recorder of Deeds or which can be seen by the naked eye from the street. Further, it is every homeowner's right to enforce the covenants, either pre-emptively or post-emptively, and thus there is good cause for homeowners to know what another homeowner may propose to do – perhaps across the lawn from a particular homeowner. It is noted that there is no requirement to post something akin to a sign noticing a zoning change application in conjunction with a forthcoming architectural change. These changes include additions to homees, often increasing the footprint, height and depth substantially, or placing a fence on a common property boundary. Not only is there no prohibition on knowledge of what is planned, it is good public policy to allow it.

At trial Plaintiff cited to a court decision, Arcadian Shores HOA v Cromer, 644 SE 2d 778, 373 SC 292, in which the SC Court of Appeals in 2007 held that ARB regulations can not act independently from covenants and can not restrict the free use of property. The Court held that it is only explicit provisions in covenants, not regulations, which control, implying that ARB's do not have independent authority to control homeowner behavior in areas subject to covenants.

The Court is asked to Order that all meetings of all committees be noticed in advance to the homeowners as provided in The Act and that all deliberations of all committees be conducted openly and "on the record", and that permanent minute records of meetings and acts of each committee be maintained and made available for inspection.

-- Stnadards of Conduct and Prohibited Intra – Vires Acts --

At trial Plaintiff provided examples, which were uncontroverted and supported by evidence, that directors made a number of "intra vires" acts which Plaintiff asserted were violative of the Standards of Conduct for Officers and Members of the Board set out in The Act.

One example was the Golf Course Agreement, Plaintiff's # 357, November 3, 2003. From the minutes of the board of directors surrounding that date is a fact that R Doug Brown was a sales manager / employee of Developer / Builder DR Horton. Plaintiff put into evidence Plaintiff's # 390 through 394 and 705 through 707, and Plaintiff's worksheet at # 389. Also in evidence is Pl # 301 and 303 which together give the actual amounts that the golf course paid from 2003 through 2011. The later two are the minutes of the two board meetings in 2003 which perpetuate what the board agreed to do with regard to the golf course debt.

Plaintiff read from the November 20, 2003 minutes # 303, Section III, Financial Reports, B Accounts Receivable which stated that the action of the board was to – which as Plaintiff read to the court, was limited to

"waive the golf course's monthly assessments through the end of 2003 in

exchange for a parcel of land approximately 1/2 acre to be given to the Association for the purpose of completing a parking area for the residents' center. The motion passed unanimously."

In the minutes of the prior meeting, September 10, 2003 #300 it is recorded that Developer / Builder DR Horton had just fired the entire pre-existing board and appointed all members. Except for Charles Flynn, builder (owner of Sunbelt), all other board members were (upon information and belief) Horton employees.

As perpetuated in the May 16, 2003 Developer Agreement (#557) between Horton and Sunbelt, the two builders were to bear the entire financial burden off all aspects of the amenity center complex. The site for the land had been provided by Plantation, the original developer, on August 22, 2002 (Pl #554). The builders had miscalculated and when a certificate of occupancy had been sought from the county, the county found that there was insufficient parking. This was uncontroverted at trial.

It was thus the financial burden of the employers of everyone on the board to acquire the additional land to satisfy the parking lot requirement. It was not the obligation of the IHOA to purchase additional land.

From the November, 2003 Golf Course agreement entered into by Horton employee Doug Brown on behalf of the IHOA, #558, page 1 itself,, it can be seen that the Accounts Receivable due the IHOA amounted to $58,000. This was an equitable property of the IHOA. The agreement by the Developer board to use IHOA accounts receivable to buy land that the developers had an obligation to buy constituted a clear conflict of interest under The Act. By passing the expense to the IHOA the board members gave a direct financial benefit to their employers.

As Plaintiff pointed out it got worse. The deed to the extra parking lot was recorded on August 4, 2004 Pl # 560 at Deed Book 2771 Page 1480. At page 1482 of the deed book is the sworn statement before a notary that the value of the second parking lot was $ 5,000.

It is clear that no member of the board acting in good faith would trade a collectable debt of $ 58,000 for a $ 5,000 piece of land that someone else owed one at no charge. Plaintiff asserts that Doug Brown's act rose to the level of criminal fraud – but is likely beyond the statute of limitations. The golf course agreement was not made available to homeowners, ever, and was found by Plaintiff in the offices of KA Diehl only immediately before filing suit – after KA Diehl shut Plaintiff (as homeowner) out when Plaintiff started relating this to other homeowners.

It gets worse, as Plaintiff testified at trial. The board had authorized forgiveness of the 2003 golf course assessment in exchange for "1/2 acre" and instead Doug Brown secured "0.25 acres". Doug Brown's agreement, which Rosemary Toth honored and the current Freiboth board is also honoring (although the golf course hasn't paid anything in 2011 and 2012 and almost nothing in 2010) also contained provisions giving his DR Horton master – and himself – enormous other financial benefits in exchange for a reduction in the

golf course's assessments which the board did not authorize him to do.

Plaintiff read from the contract while testifying. The unauthorized additions which Doug Brown made, from the agreement #558, included a free golf course membership for Brown himself, which he held at least through 2007. As detailed at trial it also included

* Seventy Five (75) discount golf memberships for Horton to use as inducements in the sale of houses.

* Twenty (20) free rounds of golf per month for Horton to use for it's employees or for marketing purposes in the sale of Horton houses.

* Horton use of the entire golf course clubhouse at $ 50 per event for marketing events, a financial benefit to Horton.

* Horton got free and unlimited use of the golf course school building to use as an on-site sales office.

* Horton received irrigation of Horton owned property forever using golf course water at a cost TO THE IHOA of $ 150 per month.

* The Debtor Golf Course, which was entitled to nothing, got the IHOA to repair and maintain the Golf Course owned two ponds at the front entrance to the Golf Course Club House – forever – at IHOA expense.

* Although the IHOA Board approved in exchange of $ 58,000 in 2003 assessments for the $ 5,000 property, Doug Brown went beyond this and gave the Golf Course, through this year, a $ 583,000 reduction of assessments through the end of 2012, for which the IHOA received nothing in exchange, and which was not authorized by the Board.

The Act requires per SC Code 33-31-830. General standards for directors. That "(a) A director shall discharge his duties as a director, including his duties as a member of a committee: (1) in good faith; "

And Section 33-31-831 Director conflict of interest of the Act provides that

> (a) A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct or indirect interest. ...
> (d) For purposes of this section, a director of the corporation has an indirect interest in a transaction if: (1) another entity in which the director has a material interest is a party to the transaction;

The issue of this agreement as an indirect amendment to what the Covenants require for assessments was raised at trial later in addressing amendments to covenants.

This case does not seek any money from the Golf Course in it's capacity as a land

owner subject to the covenants.

The IHOA did not even get the 1/2 acre the Board approved in exchange for the one – time forgiveness of $ 58,000 in 2003 assessments. It got half the land, 0.25 acres, worth $ 5,000..

The Court is, however, asked to void the act of Doug Brown – the November 20, 2003 "Golf Course Agreement" (Pl # 558) in entering into the agreement with the golf course, and with his employer Horton, because of the clear conflict of interest documented on the face of the agreement and the obvious fraud to the IHOA, as well as it being an ultra-vires act because the board authorized something much less and completely different than the contract Doug Brown signed. The agreement also was not undertaken "in good faith" and was a prima facie conflict of interest.

-- DOES THE ALTERATION BY THE BOARD OF THE METHOD ASSESSMENTS ARE COMPUTED REQUIRE AMENDMENT TO THE COVENANTS OR BYLAWS --

The practical question before the Court is whether the Board, on it's own, can choose to use a method to compute assessments which is different from that specified in the Covenants? A related question is whether the method of computing and collecting covenants must be uniform across all those subject to the Covenants.

This arises because the 2003 Golf Course Agreement signed by Doug Brown set out an assessment calculation methodology absolutely different from the method specified in the Covenants. Rather than a flat rate it had an escalating schedule.

Beyond that, comparison of statements made by the Board over the years after with the amounts collected as perpetuated in the General Ledgers indicates that it is more likely than not that the bench mark numbers upon which the escalating schedule was based were not the benchmarks specified in the Covenants. The homeowners have never been told, even through today, about the true amounts paid by or collected from the golf course.

This is also an inconsistent policy because the Board has never altered the payment schedule for a single homeowner who fell behind in assessments but rather has sent the debts to foreclosure.

This was all plead and not controverted at trial.

The alteration of payment schedules stated in the Covenants is seen as a situation that could be repeated in the future. The obligations of owners subject to the covenants to pay the schedule specified in the covenants – to which they willingly subjected themselves – and the limits on Boards to evade the mandate to apply the Covenant specified schedule – must be declared by the Court to avoid future litigation and to clarify responsibility for the current financial situation of the IHOA via massive evasion of assessment obligations by the Golf Course with the willing assistance of Boards from 2003 through the present.

This argument is independent of the question of Which is "The Association" because it arises from the Covenants, not the identity of The Association.

The Rate of Assessments stated in the Covenants (Pl #547) is found in Article VI, Covenant for Maintenance Assessments:

> **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) ... 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; ...**

The covenants set the benchmark for the golf course at the rate set for single family homeowners. The Golf Course assessment is inflexibly tied to that benchmark at a fixed multiplier. The covenants require uniformity based on the single family benchmark. This was stated at trial and was not controverted

It was stated at trial and admitted by Toth and Freiboth at their depositions that cable tv and waste management charges are explicitly stated as assessments and the IHOA considers the collection process stated in the Covenants for unpaid assessments – liens on real property - as applicable to unpaid cable tv and waste management charges.

The "fifty" multiplier for the Golf Course is an element of the "Rate of Assessments" mandated in the Covenants and is reasonable considering the wear and tear that Golf Course customers put on roads and the benefit the Golf Course gets from grounds maintenance of entrance roads. Former Board Member Sullivan testified at trial that enhancing golf course financial viability benefits property values.

The Rate of Assessments stated in the Bylaws (Pl #548) is found in Section 12, "Assessments", Subsection 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 ... . 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.**

From this it can be seen that the IHOA Budget is, as was uncontroverted at trial, a spending based budget, or as Plaintiff put it, they decide what they want to spend and make income fit rather than find what the income is and live within the IHOA's means.

The Bylaws imply that the benchmark single family rate is equal to the projected amount to spend divided by number of single family homes, plus 50 (for the golf course). Thus if the Golf Course does not pay at a rate of 50 units the rate for a single family homeowner is driven up. The Covenant mandated "50 unites" is a mandatory input to the

computation formula set by the Bylaws and no discretion is allowed the Board.

From the Golf Course agreement it can be seen that the Golf Course multiplier was changed by Doug Brown from fifty (50) to twenty (20) for 2004 rising at the rate of 3 units per year to fifty (50) in 2014. Except that the Board has never enforced that schedule either. See Plaintiff's 389. For example, in 2004 single family homeowners paid $ 45 per month. In that year the Golf Course actually paid $ 8,400 which divided by 20 units and again by 12 months yields a supposed golf course base rate of $ 35 per month. This discrepancy widened to the point that in 2010 single family homeowners paid $ 88 per month and the Golf Course computed base rate was $ 6 per month – under the regime of Defendant Rosemary Toth, who incidentally never revealed the actual golf course payments to the homeowners. The current board likewise has hidden the actual golf course assessment / payment scandal from the homeowners. This was one of the issues that Plaintiff was bringing to the attention of homeowners when Plaintiff was "shut out of the records" in early 2009.

The Act directly addresses the steps mandated to accomplish a change in the rate of assessments:

> **SC 33-31-1021. Amendment of the bylaws by directors and members. ... (d) an amendment to the bylaws which relates solely to the dues required for membership and which establishes or changes an amount for, or method of computation of, dues, must be approved by the members.**

The arrangement reached between the Golf Course and Doug Brown, for the IHOA changed the base rate and the method of computation for the Golf Course.

It was not controverted at trial that the Covenants and Bylaws were not amended with regard to assessments for the Golf Course so how Covenants and Bylaws can be amended is irrelevant. Suffice it to say that The Act requires such amendment by the VOTE OF MEMBERS and that was never attempted.

Plaintiff asserts that the alteration of rate of assessment specified in Covenants and Bylaws equates to such an act being outside the authority of the Board member or officer who did so – and thus makes it Ultra – Vires.

Plaintiff reiterates what he asked at trial for the Court to do: Enter an order that no officer or board of Defendant IHOA has the authority to create a policy, take action, or enter into an agreement that changed the base rate or method of computation of assessments stated in the Covenant or Bylaws; Ordering further that the officer or board member(s) who did so or acted in concert to implement same are responsible to make up the loss to their non-profit association; Finding that such is an Act in Bad Faith under "The Act"; and enjoining any Association subject to this Court's personal jurisdiction from enforcing or operating under the 2003 or any follow on agreement.

-- LANDSCAPING / GROUNDS MAINTENANCE BY IHOA CHARGED TO HOMEOWNERS BY ASSESSMENTS --

The Court was asked to Declare and state a definition to resolve the extent of enforceable homeowner obligations arising from his purchase of land (in the PUD) to for landscaping and grounds maintenance of property other than his own. This definition also can be said to state the "rights" of the Association under the same scenario to involuntarily collect funds from homeowners through assessments to maintain landscaping and grounds that the homeowner does not own.

At trial Plaintiff introduced various exhibits relating to definitions of servitudes, covenants and personal service contracts and asked the court to take judicial notice of many relevant cases. The relevance of none of this was controverted, although the viability of various definitions set out by "Blacks Legal Dictionary" as exhibits was challenged – but not what said exhibits resolve or define.

At trial Plaintiff asserted that many of the mandates in the Covenants are not enduring obligations that touch and run with the land but rather personal service contracts which either do not meet the requirements of the statute of frauds or which terminate with the resale of property. Of particular import were cases which found that covenants that require the payment of a sum of money is, in certain circumstances, a personal services contract, not a covenant that touches and runs with the land, or not an enforceable obligation at all.

It was not controverted at trial that assessments include the expense of maintaining private property, to include land owned by the Developer (DR Horton), the golf course, and certain homeowners, as well as to maintain the shoulders of roads which everyone agreed is, in the least, dedicated to the county and maintained and controlled by the county (posting of speed limits, lane marking, flood abatement, encroachment permit requirement enforcement). It was also uncontroverted that the Defendant IHOA in particular and no Association in general ever owned the road to include it's shoulders. It was not controverted that the Developer and Builder did not own or control another area, Tournament Boulevard (known originally as the "Highway 17 Connector" aka "Kaminski Road").

At trial Plaintiff presented a framework, which was uncontroverted, whereby in a true covenant running with the land the covenants impose on an owner of property an OBLIGATION NOT to do something, since everything else is a right. Plaintiff cited numerous cases which uniformly extolled the free use of land – rights to use – except where clear and explicit limitations were imposed. Plaintiff's framework stated that with regard to someone else's land, a servitude could provide a RIGHT but not an obligation relating to land, this generally being called an easement. The cases cited depict OBLIGATIONS relating to property of other as being personal services contracts, not proper covenants.

Within easements – which apply to the property of others to which another has a right of use, the Servient easement holder has an obligation to maintain the property and

not to obstruct the rights that the Dominant easement holder has relating to property the Dominant easement holder does not own. The Dominant easement holder has rights, the Servient easement holder obligations.

Plaintiff also presented an uncontroverted application of the concepts of horizontal and vertical privity as they apply. Uncontroverted case law presented related that real covenants which run with the land must be associated with ownership of property and the transfer of title at some point. In a real covenant that runs with the land, Plaintiff asserted, no one who does not actually own land can have an obligation to do anything with a certain property. Uncontroverted case law was presented that such an obligation is a personal services contract, not a covenant that touches and runs with the land. Likewise for a person to be able to enforce a covenant restricting the free use of property, there must be a vertical path in deed from the person attempting to enforce a restriction back to another person who, when the restriction was imposed, had horizontal privity in the property – owned the property upon which the restriction was imposed.

In this context Plaintiff points out to the Court that he innumerably asserted in Court that no special case law nor statutes exist in South Carolina excepting situations involving homeowner associations and planned unit developments from the general case and statutory law relating to ownership of property in general. That is, the obligations of a homeowner in an area where a homeowner association is involved is no different from the obligations of a homeowner in a non-HOA environment, and the rights and obligations of homeowners in both situations are tempered by the unmodified concepts of servitudes which pre-existed the establishment of homeowner associations. The confused assumption that habit is law arises from the fact that the same developers use the same procedures and documents in Horry County (and South Carolina) that they do in states with Homeowner Association statutes.

At trial Maureen Sullivan testified that maintaining the property of others at the expense of homeowners with money collected through assessments is in the interest of property owners because, as she put it, it enhances property values. This is a very subjective statement. It also evaded the issue that at no time did the Defendant IHOA ever own the golf course, the roads, the Horton property, or the homeowner property that the IHOA collect money to maintain via easements. At trial it was agreed that the only property [3] the IHOA owns is the Amenity Center area and several retention ponds.

Section 1.6 of the Covenants defines "Common Areas" as

> "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,"

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[3] Excluding the issue of the Madrid Drive "parking lot" in The Glenns multi-family area ownership of which the IHOA never agreed to accept when Horton deeded it to the IHOA without an act of the IHOA Board to accept same, no IHOA board member's signature being on the deed either.

It was uncontroverted that the Developer has never designated any area not owned by the Association as "common areas". It is also noted that the Covenants do not give The Assoication the right to designate non-HOA owned land as "common areas" – only the developer.

Relating to the grounds maintenance purposes of assessments the Covenants tie it to Association owned land, stating as follows:

> **Section 6.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively ... *in the Subdivision* ... for the improvement, protection, replacement, operation, and maintenance of the Common Areas and the Recreational Amenities**

At trial Plaintiff presented unrefuted evidence, through Plats and Deeds, that the subdivision never included the area of "the front entrance" – International Club Drive --- going to the south of The Villas condominium area, past "The Grand Vistas" and meeting Tournament Drive aka Highway 17 Connector. No part of the subdivision even abutted Highway 17 property (which per the dedication plat was owned prior to dedication to Horry County by "Kaminsky, owner / dev of" Prince Creek developer of Prince Creek" Pl # 409.

It has been pointed out that Bylaws of a Corporation are not covenants that run with the land and properly define only the operations of the corporation. Plaintiff has cited to The Act in this regard.

The putative Bylaws of the IHOA do provide that the IHOA can spend money to do practically anything it wants to do – so long as it is within "the Subdivision".

> **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**

It is important to note that both the Covenants and the Bylaws agree that the scope of property to be maintained is in the subdivision, and the Covenants is clear that when maintenance is to be done it must be on property "owned" at the moment by the Association.

It was undisputed that "The Subdivision" was defined first by the Murrells Inlet Golf Plantation Plat, February 1, 1997, Pl #450, and later the Lantana Plat, May 14, 1999, Pl # 451. Another document which was addressed in this context is the Plat referenced in the Covenants (Pl # 457), that being at Plat Book 160 Page 79 January 15, 1999 which lays out not the subdivision but the areas which Plantation AD was subjecting to the Covenants, this document neither being submitted to the Planning Commission nor approved by them as an alteration to the subdivision.

The first question for the Court relates to the expenditure of money involuntarily collected by assessments to maintain land which is NOT common property and which was never owned by either a homeowner or the IHOA, and which is not owned by the IHOA at the time maintenance is to be done.

The Court is asked to Declare that no provision in The Covenants relating to the PUD, Pl # 547, nor in the document that Defendant IHOA asserts is it's Bylaws, Pl # 548, imposes a legally enforceable obligation on homeowners in the PUD to pay money for the maintenance of land not owned at the present time by the IHOA.

The second question for the Court relates to the expenditure of assessments to maintain property owned by the IHOA as "common property" in the context of servitudes distinguishing between personal service contracts and covenants which touch and run with the land and which create obligations relating to one's land and rights relating to the land of another.

The Court is asked to Declare that no provision in The Covenants or the Bylaws, as identified supra, which requires the payment of money to maintain property owned by the Association is enforceable as a real covenant that touches and runs with the land.

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SALE OF ASSETS NOT USED IN THE NORMAL COURSE OF BUSINESS.

The issue before the Court is

(1) May the IHOA, which is a non-profit mutual benefit corporation (per the Articles, Pl #Pl # 552, sell assets not used in the normal course of business without the affirmative vote of the members; and

(2) What the Defendant IHOA in particular may or may not do with the proceeds of the sale of assets not used in the normal course of business.

Assets used in the normal course of business is inventory and supplies. Everything else constitutes assets NOT used in the normal course of business, such as real property and rights.

Sale of Assets

The issue of sale is addressed by The Act as was explained at trial Pl 243..

SECTION 33-31-1202. Sale of assets other than in regular course of activities.
(a) A corporation may sell, lease, exchange, or otherwise dispose of all, or substantially all, of its property, other than in the usual and regular course of

its activities on the terms and conditions and for the consideration deter mined by the corporation's board if the proposed transaction is authorized by subsection (b).

(b) Unless this chapter, the articles, or bylaws, require a greater vote the proposed transaction to be authorized must be approved:
(1) by the board; AND
(2) by the members by two-thirds of the votes cast or a majority of the voting power, whichever is less;

Section 11.1 of the Bylaws, "Condemnation", requires that the sale of real property can only occur

"by condemnation or eminent domain, or [it may be 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"

At trial Plaintiff put into evidence a document sent by the IHOA board to the IHOA membership on April 6, 2010 signed by Defendant Rosemary Toth and titled "International Club HOA Notice of Special Meeting". Defense Counsel did not controvert it's authenticity. Plaintiff read the document and pointed out to the Court that it explicitly rejected any vote of the membership, stating "This is not a voting meeting of the Membership" and that it was to "formalize" the agreement between the IHOA Board and Central Electric. Page 2 of the document perpetuated that the Board was going to distribute $ 50,250 to homeowners and to place $ 10,000 into an account "for contingent purposes" which Plaintiff asked the Court to conclude meant contingent landscaping expenses since this was about destruction and restoration of landscaping at the front entrance.

In testimony Maureen Sullivan agreed that every member of the Board at the time, including Rosemary Toth, agreed on the sale, not taking a vote, and the distribution of the money.

At trial Plaintiff also introduced into evidence a page from the IHOA 2011 General Ledger (Pl #395) perpetuating that the IHOA had used the $ 10,000 landscaping "contingent" money to pay a judgment arising from a lawsuit in this court against the IHOA to The Villas, the prevailing PUD sub-association. A copy of the Order was introduced in court and a computation work sheet summarizing information in the Order and relating that the total was in the order of magnitude of $ 50,000. The document was not controverted.

Maureen Sullivan testified that the payment of landscaping restoration money received from Central Electric to The Villas for unrelated tortuous conduct of the IHOA was a related "contingent expense". Plaintiff contested this. Miss Sullivan verified the unanimous decision of the Board to sell, not to require a vote, and as to the disposition of the money received.

At trial Plaintiff also put into evidence the Minutes of the April 19, 2010 Special Meeting, Pl #360, which reiterated the statements in the announcement. Ms. Sullivan also conceded that at the meeting some members of the IHOA demanded a vote. Ms. Sullivan stated, under oath, that this occurred, but stated that the Board chose to disregard this because the members did not have a right to make the demand. To paraphrase what she said, "a vote was not within the announced purposes of the meeting".

The Court is asked to note that allowing the erection of overhead utilities is directly prohibited in the Covenants, Section 7.23, which has an absolute ban on overhead utilities. While Central Electric might ultimately have been able to do so by Court Order in a condemnation by eminent domain, any voluntary act permitting the erection of overhead utilities was contrary to the covenants and Ultra Vires.

Disposition of the Proceeds

At trial Plaintiff went on to detail that The Act first goes on to say that the default for a non-profit corporation is that it is not permitted to make any distribution of the proceeds of a sale of property not used in the normal course of business:

> **SC 33-31-1301. Prohibited distributions. Except as authorized by Section 33-31-1302, a corporation may not make any distributions.**

The two exceptions stated in Subsection 1302, Authorized Distributions, are

> **(a) A mutual benefit corporation may purchase its memberships**

which has nothing to do with the distribution of proceeds from funds received to mitigate the destruction of landscaping, and

> **(b) Corporations may make distributions upon dissolution in conformity with Sections 33-31-1401 through 33-31-1440 of this chapter.**

which is likewise irrelevant since the IHOA was not in dissolution. Plaintiff asks the Court to note that, as a matter of explicit law, a non-profit corporation is not permitted to distribute the proceeds from the sale of assets OF ANY TYPE under any circumstances.

The Bylaws provide further guidance on what MAY be done with the proceeds:

> **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 ... 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 ...**

11.1.2 Condemnation Unimproved area 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.

Per the Bylaws which the IHOA purports to be operating under, regardless of whether the proceeds relate to an improved or unimproved area, no distribution is permitted.

At trial Maureen Sullivan conceded that homeowners did not lose or exchange anything to justify any payment to them and that homeowners do not have a property right in the common areas.

Is roadside landscaping assets used in the regular course of business?

Plaintiff argues that the type of assets used in the regular course of business is inventory for sale. The HOA is not in the business of selling landscaping or even easements which destroy landscaping. Landscaping is of the same nature as store fixtures, or a swimming pool.

The reason that the statute does not address assets used in the course of business is that it is obvious that if an entity is in business to sell something, that is not an unusual event and does not require regulation.

This is independent of the question of what may be done with the proceeds of such a sale which has already been covered. Plaintiff's suit asks how may such a sale be authorized, because if it does not follow the designated procedure, a sale is ultra-vires and in bad faith, since every citizen is presumed to know the law.

The absolute ban on distribution does not depend on how the funds came to be received.

BOARD MEMBER LIABILITY FOR UNLAWFUL DISTRIBUTION (CENTRAL ELECTRIC PROCEEDS)

Plaintiff argues that the area whose landscaping was destroyed by installation of Central Electric power towers and whose irrigation systems were destroyed by the movement of heavy construction equipment over it was an "improved area" because it was not in it's natural state. It includes trees and landscaping which the IHOA had only recently installed --- under the ambit of a Horry County Planning Commission encroachment permit. Plaintiff thus argued at trial that per Bylaws 11.1.1 the remaining funds were restricted to being used to "replace such improvements so taken, to the extent practicable, on the remaining lands". This relates to the use of $ 10,000 "contingent" money received from Central Electric to pay part of the judgment against the IHOA in favor of The Villas.

The $ 50,250 distributed to homeowners is another story. Per The Act, it is a "prohibited distribution" under any circumstances.

The Act also is clear that every member of the Board of Directors is obligated, individually and collectively, including Co-Defendant Rosemary Toth, to repay all of the $ 50,250 to the IHOA and, if the Court agrees that the $10,000 "contingency" fund is restricted, the additional $ 10,000.

The Act States:

> **SC 33-31-833. Liability for unlawful distributions.**
> **(a) Unless a director complies with the applicable standards for conduct described in Section 33-31-830, a director who votes for or assents to a distribution made in violation of this chapter or the articles of incorporation is personally liable to the corporation for the amount of the distribution that exceeds what could have been distributed without violating this chapter.**

Plaintiff asks the Court to find that every member of the Board of Directors of the IHOA violated the statute relating to unlawful distributions; that the damage to the IHOA that resulted is in the amount of $ 60,250, and that Defendant Rosemary Toth, who was a board member and president of the IHOA at the time, individually and collectively with every other board member is responsible to repay the $ 60,250 to the IHOA.

The Court is further asked to declare that the distribution was an "ultra vires" act, and that the directors are ineligible for reimbursement by insurance.

-- MEMBERS OF THE ASSOCIATION --

Plaintiff has asserted that the Covenants exist within the framework of defining the use of property, and that the Articles and Bylaws of a corporation exists within a framework defining how the corporation shall operate.

Plaintiff in his Complaint and at trial has asked the Court to Declare whether and to what extent the Developer and the Golf Course is a legally voting member of the IHOA. This does not depend on nor affect a determination of whether and to what extent the Developer or the Golf Course is subject to the covenants.

It has already been shown that the Golf Course is subject to the Covenants because the covenants control the owner's obligations relating to the use of land and the Deed to the Golf Course explicitly included a provision subjecting the Golf Course to the Covenants.

It has already been shown that the Covenants have no provenance over the non-profit corporation (The Association). No provision in the covenants regarding number of votes in the Association or otherwise are enforceable. One must turn to the Bylaws, if any, to determine who is a member of the IHOA and who can hold office on the board.

The Act ties membership to the right to vote as stated in the Articles or Bylaws of a corporation.

> **SC 33-31-140. Definitions. (23)(a) "Member" means a person entitled, pursuant to a ... corporation's articles or bylaws ... to vote on more than one occasion for the election of a director or directors or any other matter which under the terms of this chapter requires approval by the members.**
> **(b) A person is not a member by virtue of any of the following:**
> **(A) any rights the person has as a delegate;**
> **(B) any rights the person has to designate or appoint a director or directors; or**
> **(C) any rights the person has as a director.**

The Bylaws refer to the definition of Owner in the Covenants which state as follows:

Section 1.27. Unit

> **Section 1.27. Unit, shall mean and refer to: (i) those portions of the Subdivision identified as "Lots" or "Units" ... 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 ...**

> **Section 1.22. Owner, ... 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, ... Said term "Owner" shall also refer to the personal representative of a deceased Owner or an Owner who has been adjudged an incompetent.**

The Covenants thus relates owners to ownership of a lot with a dwelling of some sort on it which unit is a single or multi-family home, sold or unsold. It does not relate to undeveloped property.

The Bylaws relates back to the Covenants definition of owner. Section 2 of the Bylaws defines a member as follows:

> **(a) All persons who are Owners as deemed in the Declaration shall be members of 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,**

Per case law cited by Plaintiff at trial, a provision that was not stated can not be assumed or applied by extension. It was plainly obvious when the covenants and bylaws were written that developers have employees, and the Declarant noted occasions where an owner might want some one other than himself to serve in office. The Declarant limited that to "spouses" of owners and omitted "employees or representatives".

There is no provision for an "employee" or representative of an owner to hold office, only a "spouse" of a member. This is relevant because through 2007, every board member was an employee of the developer and no board member owned a unit.

At trial and in depositions, Toth, Freiboth, and Maureen Sullivan all stated that the Golf Course is not a member of the IHOA because it does not own a unit. Plaintiff concurs in that. This does not affect the Golf Course obligation to pay assessments which arise from the Covenants, not from the Bylaws. The defendant IHOA, however, has continuously maintained that the Golf Course has none – the – less fifty five (55) votes in the operation of the Association, the IHOA. At trial Maureen Sullivan stated that the golf course has never cast a vote, but she admitted that she has no factual basis to make that statement. This fifty five votes arises only from the Covenants because the Bylaws are entirely silent about Golf Course votes, stating only that the Developer has some sort of weighted voting per the covenants. Parenthetically, while the Developer per Section 2 may have been able to cast some weighted vote at elections, this did not give him the right to have no elections at all.

It has thus been demonstrated, as a matter of law, that:

(1) the Golf Course is not a member of the IHOA;
(2) the Golf Course has no voting right in the IHOA;
(3) no employee or representative of the Golf Course can legally have served as a member of the Board of the IHOA;
(4) the Developer was a member of the IHOA;
(5) the Developer could cast votes at elections of the IHOA dependent on the number of units the Developer owned in the PUD;
(6) no employee or representative of an owner could hold office in the IHOA.

Plaintiff thus asks the Court to Declare and Order the above six (6) conclusions of law, with the clarifying declaration that this not with standing, the Golf Course is subject to the Covenants.

-- End of Division 1 –

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
	)	Civil Action No. 2009-CP-26-3596
Ronald Jarmuth	)	consolidated with
Plaintiff	)	Civil Action No. 2010-CP-26-11320
	)	
vs.	)	PLAINTIFF'S POST-TRIAL BRIEF
	)	SUPPORTING
The International Club	)	PROPOSED ORDER
Homeowners Association, Inc.,	)	
et al	)	
Defendants	)	
	)	

- DIVISION 2 -

PEBBLE CREEK IS NOT SUBJECT TO THE COVENANTS

Plaintiff presents an abbreviated version of the arguments at trial where he argued that because of a lack of an equitable interest in the Pebble Creek property at the time the Declarant signed the covenants (made the declaration) and because of no proof at all that the covenants as filed were accepted by the purchaser of Pebble Creek (who purchased the property before the Covenants were signed and filed), Pebble Creek is not subject to the Covenants (Pl # 547) or Bylaws (Pl # 548).

Plaintiff presented extensive case law which related that to have enforceable covenants running with the land the Declarant, at the moment that he made the declaration, has to have horizontal privity / an equitable interest in the land to be so obligated.

The weight of the cases was that all ambiguities or doubts are to be resolved in favor of the free use of property.

At his deposition, the Declarant himself, R Scott Pyle, stated that he had no personal knowledge into the circumstances of the Covenants and that he merely signed the covenants when they were presented to him by an un-named attorney. He testified to the effect that he is a finance person, and admitted that neither he nor his company, Plantation AD, had ever built or sold a single house. They were, as he admitted, engaged in the resale of property for other builders.

All exhibits or documents referred to were introduced into evidence and were uncontroverted by Defense Counsel.

The Deed of Sale from Plantation AD to Sunbelt was signed AND WITNESSED by

both sides on January 29, 1999, Plaintiff's # 545 page 1. From that moment Plantation AD no longer had an equitable interest in Pebble Creek. The witnessed signature for the sale by Plantation AD on January 29, 1999 is on page 2 of the deed to Pebble Creek. The witness statement for the buyer is on page 4 of the deed, with the witness signature also being January 29, 1999.

Sunbelt at that moment became the successor developer to Plantation AD. Plantation AD continued to be the owner and developer of the remainder of the Murrells Inlet Golf Plantation PUD, as it was still known to the Horry County Planning Commission at that time (Pl # 450) until May 14, 1999 when the PUD became known as "Lantana PUD" (Pl #451) per documents filed with the Planning Commission and approved that day.

The Deed of Sale from Plantation to Sunbelt is at Deed Book 2117 Page 1401, Pl #545. At trial Plaintiff read from the deed and noted that there was a blank where the Deed Book / Page of Covenants COULD have been entered, but was not. Since no covenants had been declared on the date the sale was made obviously no book / page was available.

If Sunbelt, having seen the Covenants that Plantation declared and filed for the remainder of the PUD, had liked those Covenants, Sunbelt as the owner of Pebble Creek could have – but did not – make an identical declaration of covenants for Pebble Creek. Sunbelt did not do so. Sunbelt as equitable owner after January 29, 1999 was the only entity capable of making a covenant declaration binding on Pebble Creek.

Plaintiff proffered to the Court that he obtained every deed and every plat directly from the Recorder of Deeds of Horry County to assure authenticity. Plaintiff asserted that he provided copies of these to Defense Counsel early in 2009, to perpetuate the documents.

At trial Defense Counsel Henrietta Golding presented what she had a copy of the Deed of Sale to Pebble Creek which had the blank filled in with what is the Book / Page of the Covenants. First, this is an impossibility because the Book / Page could not have been known on January 29, 1999 when the sale was consummated, because the Book / Page of the Covenants were only assigned by the Recorder of Deeds on February 8, 1999, when the Covenants were presented to the Horry County Recorder of Deeds for indexing and filing (Pl # 547).

Secondly, at Court, Plaintiff challenged whether what Defense Counsel presented was the deed of sale. Upon information and belief, after consulting Defense Counsel's list of evidence and the documents themselves only presented FOR THE FIRST TIME to Plaintiff minutes before trial began, Plaintiff finds that Defense Counsel did not have this deed in her set of evidence. The only copy she had was the copy Plaintiff gave her Pl # 545.

Indeed, Defense Counsel is a victim of her own haste and of the similarity between the Deed to Sunbelt, Pl # 545, and the Deed to the Golf Course, Pl # 544, which later deed was immediately before the Sunbelt deed in the set of evidence Plaintiff provided Defense

Counsel (prior to the original January 17 2012 trial date).

Page 1 of The Golf Course Deed looks very much like Page 1 of the Pebble Creek deed and both are hard to read. On Page 3 of the Golf Course Deed is the Covenant's Book Page and on Page 3 of the Sunbelt Deed is a blank where it could have been entered. The pages are almost boiler plate one of the other. Yet they are not the same.

At trial Plaintiff challenged the Court to verify, from the Recorder of Deeds, that indeed the Sunbelt Deed on page 3 has a blank where covenants could have been entered. This would not have been a problem if the Covenants had been attached to the Sunbelt Deed as an Exhibit – a plain and simple resolution of a lack of a book page. But they were not. All ambiguities are to be resolved in favor of the free use of property. Courts are not allowed to speculate on why something is not present or what might have been when it comes to Covenants.

At trial it was noted that the Covenants Pl # 547 were not even signed until January 31, 1999, two days later (page 27). This is the earliest that it can be asserted that any "Declaration" was made and at that point the Declarant had no equitable interest in Pebble Creek.

The declaration signature of R Scott Pyle as the Declarant was never verified by a notary – ever.

On February 5, 1999, seven days after the sale, a notary took the oath of a person who did not sign the declaration that swearing person witnessed R Scott Pyle sign the Covenants – which is hearsay – but Pyle never appeared before a notary to have his signature on the Covenants affirmed. Page 27 of Covenants.

Plaintiff noted that SC 30-7-20 requires witnessing of such a document AND recording and holds that the document is not effective until both the witnessing of the signature (which never happened) and the recording has been accomplished.

Plaintiff pointed out that per SC 30-7-90 the world was only on effective notice of the covenants after the filing and indexing with the Recorder of Deeds had been accomplished.

The Covenants were not indexed and filed until February 9, 1999, eleven (11) days after the sale of Pebble Creek to Sunbelt. Pl # 547 Page 1.

Plaintiff pointed out that per the Restatement Third of Servitudes, when a covenant is imposed it most be in writing and final form and to be enforceable proven that the document presented was the document agreed to at sale. The Covenants fail at this point.

Plaintiff also pointed out that the Restatement Third of Servitudes requires that the Declarant have horizontal privity at the moment of the Declaration; the Covenants fail at this point.

Plaintiff also pointed out that the Restatement Third of Servitudes requires that the purchaser of property have legally effective notice of the servitude at the time the purchase was made; and legally effective notice was not given until February 8, 1999, ten days too late; the Covenants fail at this point.

At trial Plaintiff asked the Court to take judicial notice of Black's on Privity.

Plaintiff then invoked the following case law:

South Carolina Courts are bound by the appellate decisions of sister states when South Carolina has no directly applicable case law

> **"South Carolina courts have freely drawn upon other states' decisions, treatises and the Restatement of Property in fashioning the law of restrictive covenants" -- Lynch, 159 SE at 30, Marathon Finance Co v HHC Liquidation Corp, 483 SE 2d 757, 764 (SC Ct App 1997)**
>
> **There must be privity of estate between the parties to the covenant. Raintree Corp. v. Rowe, 38 N.C. App. 664, 669, 248 S.E. 2d 904, 907-08 (1978). "We adhere to the rule that a party seeking to enforce a covenant as one running with the land at law must show the presence of both horizontal and vertical privity.**
>
> **The loss of Plantation's equitable interest and horizontal privity occurred "when there was an offer, acceptance, and valuable consideration." Roberts v. Gaskins, 327 S.C. 478, 483, 486 S.E.2d 771, 773 (Ct. App. 1997).**

In Player v. Chandler, 299 S.C. at 105, 382 S.E.2d at 894, the South Carolina Supreme Court asserted: that in interpreting the sale the terms are limited to what is written on the deed itself. The court wrote that the terms do not include any

> **"secret purpose or intention on the part of one of the parties, stored away in his mind ... "**

Cited in Clardy and Clardy v Bodolosky and United Land-Magnolia, LLC, 383 S.C. 418, 424, 679 S.E.2d 527, 530 (Ct. App. 2009) which was an appeal from Horry County.

THE ASSOCIATION WITH RIGHTS AND OBLIATIONS UNDER THE COVENANTS IS THE MURRELLS INLET GOLF PLANTATION ASSOCIATION, INC

At trial it was uncontroverted that the Covenants (Pl # 547) in Section 1.3 defined The Association as the Murrells Inlet Golf Plantation Association Inc. Plaintiff stated that hereafter he would refer to this as "MIGPA".

Plaintiff proffered to the Court that there are four South Carolina Corporations with degrees of claim to being The Association:

1. MIGPA an actual South Carolina Non-Profit Corporation whose uncontroverted documentation Plaintiff put into evidence.
2. The International Club Association, Inc, an actual South Carolina Non-Profit Corporation whose uncontroverted documentation Plaintiff put into evidence. Plaintiff stated he would refer to this as "ICA".
3. The International Club LLC, with a similar name but which is the "for profit" golf course.
4. The International Club Home Owners Association Inc, which is yet another actual South Carolina non-profit corporation, which Plaintiff refers to as IHOA.

But which is "The Association"?

Plaintiff related that The SC Non Profit Corporation Act 33-31-401 (b) requires a non-profit corporation's name to be unique from any other organization doing business in South Carolina. Pl 216.

Plaintiff cited to Section 1.5 of the putative Bylaws of IHOA (Pl # 548) which state that

> **By-Laws of the Association shall mean and refer to those By-Laws of Association which govern the *administration and operation of the Association***

Upon questioning by Defense Counsel Plaintiff testified that he had recorded and indexed Bylaws for MIGPA with the Horry County Recorder of Deeds. Plaintiff noted that these, not those at Exhibit C (Pl # 548) are the only bylaws indexed to MIGPA.

Plaintiff cited to Section 2.5 of the Covenants to support the point that ownership of Amenities in the PUD does not make the owner thereof "The Association" because this section allows Amenities to be owned and operated independently of those owned and operated by "The Association" and that the Covenants do not even require The Association to own or operate Amenities at all. Section 2.5 allows the establishment of "Private, Semi-Private, or Public Clubs and Facilities".

Plaintiff pointed out that the Covenants even grant the Developer and the

Association the right to impose "fees and charges for the use of Recreational Amenities" that they own which sets up a regime of parallel and optional amenities facilities, for homeowners to optionally choose between.

Plaintiff then made the uncontroverted assertion that at the moment the Covenants were indexed and filed, February 8, 1999, the Covenants gave "The Association" riparian rights in the Ponds and Streams of the PUD: Plaintiff cited to Section 4.17. Wells and Effluent.

Plaintiff asked the Court to take notice of and to conclude that this gave MIGPA, the HOA named in the original covenants. the right to sell the water for irrigation, perhaps to the golf course.

A corporation imbued with equitable riparian rights can not be deprived of those rights without it's consent. A grantor of rights can not unilaterally withdraw those rights after the grant and assign them to another entity. This is exactly what the effect would be if The Association is now some other corporation.

Plantation AD had benefit of counsel & R Scott Pyle testified at his deposition that Counsel, not he, wrote the covenants.

Section 33-31-404 Names Change Filing Requirements Pl 217 provides explicit requirements as to what filing requirements must be done to have a binding and legally sufficient name change. The key element is to put the world on notice by <u>indexing</u> the old and new names and the names of any related entities. This was not done.

There has never been a "MIGPA" name change recorded with the Secretary of State or the Horry County Recorder of Deeds, nor one which even came close to meeting the filing requirements. Subsection (d) makes clear that no modification to anything which came before a purported name change is effective – such as changing a pre-existing covenant – unless the filing is properly done.

REQUIRED NAME CHANGE INDEXING WAS NOT DONE

Section 30-9-40 of the South Carolina Code provides that immediately after the filing of a written instrument the register of deeds or clerk of court shall "enter it upon the proper indexes in his office, which constitute an integral, necessary, and inseparable part of the recordation of the deed, mortgage, or other written instrument for any and all purposes whatsoever." Further, section 30-9-40 provides:

> **"The entries in the indexes required to be made are notice to all persons sufficient to put them upon inquiry as to the purport and effect of the deed, mortgage, or other written instrument so filed for record, but the <u>recordation of a deed, mortgage, or other written instrument is not notice</u> as to the purport and effect of the deed, mortgage, or other written instrument <u>unless the filing of the instrument for record is entered as required in the</u>**

indexes."

(emphasis added). This requirement was stated in Thomas v. Thomas, 286 S.C. 294, 298, 333 S.E.2d 76, 78 (Ct. App. 1985) (citing Bradley v. Guess, 165 S.C. 161, 163 S.E.2d 466 (1932)) –

According to Section 30-9-40 "proper indexing supplies inquiry notice of an instrument, while recordation without proper indexing supplies no notice at all."

The Thomas decision goes on to note that Section 30-9-10 of the South Carolina Code (Rev. 1991) establishes the manner in which to accomplish proper indexing and provides that an instrument conveying land should be indexed,

> "alphabetically, under the names of the grantor and grantee. See S.C. Code Ann. § 30-9-10 ("[R]eference shall be had by means of two indexes, both containing the year of registry, names of parties, . . . the alphabetical arrangement of one being according to the names of the parties who executed the writings and of the other according to the names of the parties to whom they were executed.").

When construed together, sections 30-9-10 and 30-9-40 require that to provide proper notice, an instrument conveying an interest in land, including a covenant, must be indexed alphabetically under the names of both the grantee and grantor.

There is nothing in the records of the Horry County Recorder of Deeds indexing the covenants or any bylaws to the International Club by any name variation.

IT IS MORE LIKELY THAN NOT THAT THE DEVELOPER DID NOT INTEND TO CHANGE THE NAME OF THE ASSOCIATION AND THAT HIS INTENT WAS LIMITED TO THE PUD NAME

On May 10, 2000 the Developer, Plantation AD, Amended the Covenants. Plaintiff # 551

The Amendment stated that the Developer desired to "amend the Declaration in certain particulars". It also said that the Developer "desired to add additional property owned by it".

The Amendment Reads: Pl # 551

> 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 recd as "International Club". The Declaration shall now be referred to as the Declaration of Covenants and Restrictions for International Club.

Amendments 2 through 5 each recited that all the Developer desired to do was to add property and to change the name of the PUD.

See Amendment #2, 4/29/2003 Pl #555
Amendment #3, 3/29/2004, Pl #559
Amendment #4, 12/28/2004, Pl #561
Amendment #5, 8/20/2008, Pl #563.

All subsequent amendments recite the following: (Pl 563)

> **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";**

The recital never states an intent to change the name of the association. Per Arcadian Shores Homeowners v. Cromer 644 SE 2d 778, 373 SC 292 - SC: Court of Appeals, 2007

> **... nor will a restriction be enlarged or extended by construction or implication beyond the clear meaning of its terms, even to accomplish what it may be thought the parties would have desired had a situation which later developed been foreseen by them at the time when the restriction was written.**

The developer, Plantation AD, was actually indifferent about this because Plantation never filed anything related to the name change with the Planning Commission.

It was only after Horton bought out Plantation AD's remaining property on April 29, 2003 – Plaintiffs # 556, on June 19, 2003 that someone, Horton, actually filed documents with the Planning Commission using the International Club PUD name – Plaintiff's #461. International Club Development approval. Through today nothing has been filed specifically attempting to change the HOA name.

The Defendants argue that Plantation AD's amendment not only changed the PUD name but required the property owners to deal with a different HOA.

This is a real problem because as of the date of Amendment #1, May 10, 2000, substantial property had already been sold by Plantation subject to the original covenants and thus the already sold property and MIGPA had mutual rights and obligations.

January 19, 1999 – Golf Course property sold. Deed – Pl #544.
February 3, 1999 – Pebble Creek property sold, which is where Plaintiff's property is located. Deed- Pl #545.

This is NOT to say that the Developer could not amend the Covenants in other respects which do not affect equitable rights and obligations – such as use restrictions. The Covenants explicitly gave the Developer the right to make changes which do not detract equitable rights without the consent of owners. See Covenant, Amendment, Pl #547,

Section 8.5 Amendment Pl 547 Pg 25 Deed Book 2117 @ 1379:

> **(a) Amendments by Developer. For a period of fifteen (15) years ... Developer may amend this Declaration in any particular ... without the approval of any Owner ...**
> **(i) in the event that such amendment materially ... alters or changes any Owner's right to the use and enjoyment of such Owner's Unit ... such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; ...**

Defense Counsel did not controvert Plaintiff's assertion at trial that any Amendment to the Covenants made by the Developer which impaired the use of an Owner's Property or which imposed a new obligation or restriction required written consent by the majority of the owners, per the Covenants. Plaintiff has presented case law concluding that every homeowner thus affected must consent, not just a majority, because a particular impairment to the free use of property could not be foreseen or predicted. Case law presented has the effect of stating that the Developer could unilaterally only make a change to the covenants which had a general procedural effect, or which relaxed a restriction, but that this method of unilateral amendment without consent or even notification is ineffective as to new obligations or restrictions.

APPLYING THE DEFENDANT'S SUGGESTED NAME TRANSPOSITION ALGORITM EXCLUDES DEFENDANT IHOA AS "THE ASSOCIATION"

Covenants and Contracts are to be strictly construed. If a difference of opinion arises as to the meaning of a covenant or contract the answer to which can be ascertained by reading the document, than the issue is a matter of law and no parole evidence is admitted.

Here the meaning can be easily ascertained by applying the transposition rule suggested by the Defendant IHOA which results in excluding the IHOA as "The Association". The transposition rule is that changing "Murrells Inlet Golf Plantation" to "International Club" results in the name of "The Association" that is newly designated in Amendment 1. Plaintiff asserts that no Association name change was intended and if it was, the resultant Association is the International Club Association which existed as a bona fide South Carolina Non-Profit Corporation and which was merged into MIGPA.

First – the Developer clearly stated his meaning in Amendment 1 through the contemporaneous clarifying language in Amendments 2 through 5 – he intended only to

change the name of the PUD. It was a marketing issue.

In 1998 and 1999 the Golf Course went by the name "Traditions Golf Course" See Page 4 of February 8, 1999 Sunbelt – Golf Course Use and Marketing Agreement; Pl #546. By 2000 the Golf Course was now using the name "The International Club".

The FIRST QUESTION IS:
Given the clarifications of Amendments #2 through #5, did the Developer mean to change the name of the PUD AND ALSO the name of the HOA to "The International Club".

The SECOND QUESTIONS IS:
Could the Developer legally do so, since
(1) Amendment #1 came after the sale of the golf course and the Pebble Creek properties which subjected them to an association with MIGPA, and
(2) MIGPA had equitable riparian rights in the ponds and the right to operate and get income from amenity facilities.

The THIRD QUESTION IS:
If the developer could make such a change, did it satisfy the recording requirements of Section 33-31-404 Names Change Filing Requirements and Section 30-9-40 Indexing

The FOURTH QUESTION IS:
If such an HOA name change was intended, could legally be done, and was legally done, which of the four contenders is the HOA:

* **MIGPA (Murrells Inlet Golf Plantation Association**
* **ICA (International Club Association)**
* **IHOA (International Homeowners Association)**
* **IC (International Club) ?**

Let's apply the transposition rule which the Defendant uses to make their case. The defendants claim that literally applying the change of Amendment 1 gives the IHOA the rights and obligations of the HOA. Plaintiff argues that it is either MIGPA or ICA.

The Formula, from Amendment #1, is:

Wherever the name "Murrells Inlet Golf Plantation" appears in the Declaration, it should now be recd as "International Club".

Let's test that theory: See Plaintiff's Exhibit 567, Name Change Worksheet

Start with	**Murrells Inlet Golf Plantation**	**Association, Inc**
Transposition Rule	**International Club**	**Association, Inc**
You Get:	International Club	**Association, Inc**

You Don't Ge **International Club** ***Home Owners*** **Association, Inc**
You Don't Get **International Club LLC**

To get to IHOA, the rule would have to have been, which it was not:
Wherever the name "Murrells Inlet Golf Plantation" appears in the Declaration, it should now be read as "International Club Home Owners".

But that is NOT the transposition rule stated in Amendment #1.

OR

You would have to start out as
Murrells Inlet Golf Plantation Golf Plantation Home Owners Association, Inc

But the name defined in the Original covenants does not have the phrase "Home Owners" in it.

The Court is asked to enter a finding of fact and conclusion of law that the transposition rule if applied would name the International Club Association, Inc, as "The Association" – if Amendment #1 meant to change the name of The Association.

EFFECT OF MERGER OF ICA INTO MIGPA

IMPORTANT DATES:

11/20/2008	International Club LLC Incorporated	Exhibit
9/30/2010	Murrells Inlet Golf Plantation Inc Incorporated	568
10/5/2010	Int'l Club Assoc. Fictitious Name Horry County Bk 3484 @ 1188	569
12/1/2010	International Club Association Inc Incorporated	570
3/7/2010	Articles of Merger: ICA into MIGPA	571

THUS:

IF the Developer never meant to change the name of the HOA, the intended HOA – MIGPA - exists and it is not the Defendant.

IF the Developer intended to and successfully changed the name of the HOA using the algorithm set out in Amendment #1, the intended HOA is the International Club Association, ICA, and by virtue of it's merger with MIGPA, MIGPA is the rightful HOA.

IF AND ONLY IF the Developer intended to change the name to IHOA, and it could

and was legally done, and the explanation of the later amendments is disregarded, and the application of the transposition rule is disregarded, then the Defendant IHOA is the resident HOA.

At least one element in the chain of procedure is "broken". Plaintiff argues that he has shown it is more likely than not that each element in the chain of procedure is "broken".

The Court is thus asked to enter an Order stating that as a finding of fact and conclusion of law, the Murrells Inlet Golf Plantation Association Inc, MIGPA, is "The Association" with rights and obligations under the Covenants and that the Defendant International Club Home Owners Association is not The Association.

The Court is further asked to enter an injunction prohibiting the Defendant IHOA from attempting to enforce the Covenants in any way. The Court is further asked to order that this shall not be taken as a prohibition in any way against the Defendant IHOA continuing to operate the Amenity Center, which the Court should find is owned by the IHOA, as a voluntary membership enterprise. Plaintiff asks that the Order explicitly state that this in no way interferes with the ownership the Defendant IHOA has in any property it owns by virtue of any deed with the IHOA as Grantee. The Court is further asked to Order that this decision likewise does not interfere with any existing contractual relationship which the Defendant IHOA has with any third party.

The Court is likewise asked to Order that the Bylaws of MIGPA be and are those adopted by the Incorporator of MIGPA which are recorded with the Recorder of Deeds of Horry County on October 5, 2010 at Deed Book 3484 Page 1056.

The Court is further asked to Order:

As a matter of law, if the IHOA IS the HOA per the covenants, than Plaintiff and the other homeowners can not be forced to join or remain a member and can not be held responsible for the debts to the corporation taken while he was involuntarily a member.

That when Plaintiff filed suit in Jarmuth v IHOA, 2010-CP-26-11320, he effectively gave notice that he had no desire to be a member of the IHOA.

That Plaintiff at that time demanded the return of all monies collected from Plaintiff for the period reaching back so far as the law will permit. That as a matter of law Plaintiff is entitled to a judgment against the IHOA in the amount recorded in the ledgers of the Defendant IHOA as having been collected from Plaintiff for any purpose through three years reaching back from the date he filed suit on April 7, 2009..

That Plaintiff is discharged from any debts alleged owed by him to the Defendant IHOA.

That as a matter of law, any provision of the Covenants which requires a homeowner in the International Club PUD to join "The Association" is void.

That as a matter of law, any member of "The Association" can resign at will, being responsible only for the cost of goods or services that he requested and received from "The Association".

That as a matter of law, no homeowner in the International Club PUD is responsible for any debt of the Defendant IHOA.

That as a matter of law, no homeowner in the International Club PUD is bound by any contract entered into by the Defendant IHOA.

That Per Arcadian Shores Homeowners v. Cromer 644 SE 2d 778, 373 SC 292 - SC: Court of Appeals, 2007 , only restrictions explicitly found in the Covenants and not HOA regulations or rules limit the "free use of property" and that expansion thereon requires an amendment of the Covenants.

* **That MIGPA is not bound by any agreements or contracts entered into by IHOA.**

* **That MIGPA owns riparian rights to ponds in the PUD per Covenants 4.17**

* **That MIGPA not the IHOA owns the rights or interests in any easements within the PUD created by the Covenants.**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
	)	Civil Action No. 2009-CP-26-3596
Ronald Jarmuth	)	consolidated with
Plaintiff	)	Civil Action No. 2010-CP-26-11320
	)	
vs.	)	PLAINTIFF'S POST-TRIAL BRIEF
	)	SUPPORTING
The International Club	)	PROPOSED ORDER
Homeowners Association, Inc.,	)	
et al	)	
Defendants	)	
	)	

- DIVISION 3 -

WHAT AREAS ARE IN THE PLANNED UNIT DEVELOPMENT AND WHAT AREAS ARE SUBJECT TO THE COVENANTS?

At trial it was undisputed that "The Subdivision" was first defined as the Murrells Inlet Golf Plantation filed by the Murrells Inlet Golf Plantation LLC, the predecessor to Plantation AD, said Plat filed with and approved by the Horry County Planning Commission on February 1, 1997, Pl #450. The original approximately 24" by 30" printout from the Recorder of Deeds was exhibited to the Court and to the Parties at trial, as being easier to read than the reduced size Plat placed into evidence.

By agreement of the applicant and the planning commission, the extreme limits of the PUD included what is now known as "The Enclaves" and "The Fairways" which are found at the top of the Plat and which are east of the PUD. These two areas are not now subjected to the dominion of the IHOA. They do not pay assessments to the IHOA.

At trial Plaintiff asked the court to take notice of the area to the bottom left of the PUD but outside the PUD line marked owned by Jessie McDowell. This is the areas later developed by DR Horton, a successor builder, now called "The Meadows" which has been subjected to the Covenants and to the dominion of the IHOA.

The "Meadows" at the time the PUD was agreed upon was owned by Murrells Inlet Golf Plantation but was explicitly not incorporated into the PUD.

The agreement between the developer and the planning commission took into account Horry County development requirements set forth in Horry County Ordinance 18-0004 Section 2, Site Plan Design Standards Pl # 254. These standards are used to determine the amount of open space, amenities, number and size of roads and exits, and the densities which the builder can apply to any particular area of the approved planned unit

development.

Plaintiff testified, unrefuted, that this constitutes an agreement between the builder and the county which can not be modified without the resubmission of plans (for the modification) to the county and approval prior to execution. This was conceded by the Defendant's expert witness, King.

Plaintiff pointed out, and it was unrefuted, that Plats attached to deeds, such as the Plat associated with the Covenants (Plat Book 160 Page 79 Pl # 454 and Plat Book 158 Page 159) are not submitted to the Horry County Planning Commission and do not carry with them any authority to deviate from the approved plan.

On May 14, 1999, Pl # 451 the successor to the Murrells Inlet Golf Plantation LLC, Plantation AD (R Scott Pyle, president the Declarant of the Covenants) submitted a revised development application for the same area to the Planning Commission. A dashed line marks the outer extent of the approved PUD, the line marked "PUD LIMITS". The property within those limits was unchanged from that previously submitted. On that day, which was after the Covenants were filed, the PUD was now called "LANTANA PUD", so named by the same individual who declared the Covenants. This was the only name the PUD was known as to the Planning Commission until 2003. Besides the name, the revised Plat gave additional details for development of areas within the PUD but outside Pebble Creek. It now depicted the details of the Golf course which at the time was owned by Plantation AD. It also showed that the Amenities for the entire PUD would be a common clubhouse of 8.8 acres. The documents filed with the Planning Commission showed that this clubhouse was SEPARATE from the Golf Course, which was listed comprising 197.7 acres. This is accord with the known agreement between Plantation AD and Sunbelt whereby Plantation AD would provide common large amenities for the entire PUD – which contract Plantation breached by no performance at all.

On January 15, 1999 Plantation AD filed a Plat of property it owned with the Recorder of Deeds at Book 160 Page 79. Pl #454. Despite a FOIA request to the Horry County Planning Commission, there is no record that through this date Plantation AD had sought a variance in the approvals from the Planning Commission. The January 15, 1999 Plat is the one cited in the Covenants and referred to in Exhibit A and one of the two cited in Exhibit B to the Covenants (the other being Plat Book 158 Page 155). Per that Plat the area now known as "The Meadows" was included in the International Club PUD – by act of DR Horton without submitting it to or obtaining approval from the Planning Commission. "The Meadows" was within an area now marked as "Reserved for Future Development, Parcel 2, which was stated as containing 50.18 acres.

The Court is asked to note that the January 15, 1999 Plat Book 160 Page 79. Pl #454. was not subjected to scrutiny by the Planning Commission and could contain anything Plantation sought to state on it. The May 14, 1999 Lantana Plat, Pl # 451, was filed with and subjected to scrutiny by the Planning Commission prior to it's approval on May 14, 1999.

It is unrefuted to this day that the records of the Horry County Planning Commission does not reflect The Meadows as being within the PUD. This was admitted by Freiboth at his deposition. Defense witness King stated that the PUD had nothing to do with areas subjected to the Covenants and subjected to the HOA. King could not explain how the PUD could be expanded to include the Meadows without making an accommodation for the additional traffic an without providing for additional open space and amenities, among other considerations. The statement of Mr. King reflects the habit of ignoring the Planning Commission after some sort of approval has been achieved.

On June 19, 2003 Pl # 461 builder DR Horton, the successor to Plantation AD, provided the Planning Commission with a document titled "International Club PUD". This is the first document in the files of the Planning Commission with that name for the PUD at issue. The Plat, however, did not contain even the barest of the data elements needed to secure a Planning Commission modification of the prior agreement and approval for the PUD reached with Horton's predecessor, Plantation AD. The June 19th document was never approved as such a modification. There are no such markings on it.

The June 19, 2003 plat now showed that "The Meadows" area was within the PUD – all without the approval of the Planning Commission. A separate Plat for approval of development work by Horton was provided to and approved by the Planning Commission at this time, but per GIS records and the lack of any official record to the contrary, The Meadows was approved as a "stand alone" community.

In Plantation AD's Plat Book 160 at 79 which defines what is stated in the Covenants as being subject to the covenants, it includes the area which is now called "The Enclaves" and "The Meadows" at the top of the plat. These areas are ALSO within the PUD limits as approved by the Planning Commission.

In the June 19, 2003 Horton document The Enclaves and The Fairways area have disappeared from the PUD. However, after the Lantana PUD Plat, no further application for modification of the PUD was ever filed with the Planning Commission.

The actual Declaration in the Covenants subjected all of Exhibit A and Exhibit B to the Covenants. Exhibit B not only added the rest of the property described in Plat Book 169 at Page 79, it also described property at Plat Book 158 Page 155. The "5.42 and 9.79 acres" includes what is now known as "The Grand Vistas" condominium development – being the portion containing 9.79 acres, and the "Front Entrance" – containing 5.42 acres.

The Grand Vistas depends 100 percent on the use of International Club Drive for entrance and egress. Plaintiff notes that the scheme for The Grand Vistas violates Horry County Planning standards because the number of units in The Grand Vistas requires two separate entrances and exits and it contains only one – onto International Club Drive. Although for many years the IHOA year end bulletins and minutes of the IHOA board of directors referred to The Grand Vistas, the Horton controlled board never collected assessments from it. After the Rosemary Toth board took over, The Grand Vistas ceased being referred to in IHOA minutes or announcements. It's residents do not pay

assessments to the IHOA yet the benefit from the maintenance of International Club Drive. The Grand Vistas in Exhibit B was explicitly subjected to the Covenants. The other property is the "Front Entrance" – 5.42 acres. Both The Grand Vistas and The Front Entrance are outside the PUD. That much is uncontroverted.

Here is the language from the top of Page 2 of the original covenants which explicitly subjects all of the property in both Exhibit A and Exhibit B to the Covenants (including The Grand Vistas, The Enclaves, and The Fairways):

> 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

Ambiguity must be resolved in favor of the free use of covenants. The above text is the text of the original covenants which subjects ANY land to the covenants, assuming the Declarant owned the land at the time (he no longer owned Pebble Creek).

Plaintiff believes that the phrase, "all of the Property described in Exhibit A" is NOT ambiguous. The Court will have to decide whether the text relating to Exhibit B is ambiguous, and the issue arises from the inclusion of the phrase "or so much..."

To assist the Court, Plaintiff has identified the Parcels in Exhibit A to their current names:

Parcel 1 –	Pebble Creek subdivision of the PUD which should be excluded from the Covenants on the basis of lack of horizontal privity.
Parcel G-1	The Golf Course
Clubhouse	Now the Golf Course Clubhouse
Parcel 4	The currently undeveloped future "Ballycastle" Multi-family area.

Exhibit B contains all the rest of the property in Plat Book160 at 79, and the property at Plat Book 158 at Page 155. The former Plat contains The Enclaves, The Fairways, what is now The Highlands, The Villas (condo), The Glens (multi-family), The Cambridge (condo), and The Links. All of those, except The Enclaves and The Fairways, are assessment paying members of the IHOA and within the PUD. The former Plat also contains The Meadows which is outside the PUD. The latter Plat contains The Grand Vistas (condo) which is outside the PUD and does not pay assessments. The latter Plat also contains the Front Entrance which is outside the PUD.

If the phrase "or so much" does not introduce ambiguity, then all of the

aforementioned are also subject to the covenants, subject to the issue of whether the inclusion of areas not in the PUD was a gambit to avoid rejection by the Planning Commission.

Subsequent amendments to the Covenants added all the aforementioned areas of Exhibit B – except for The Fairways, The Enclaves, The Grand Vistas, and The Front Entrance.

The Restatement Third of Servitudes imposes a requirement beyond having horizontal privity when Covenants are declared and that is the issue of Notice.

The original Covenants were never indexed to the Lantana PUD or to the International Club PUD – only to the Murrells Inlet Golf Plantation PUD. The concept of notice arises BEFORE the deed is signed and has nothing to do with whether the deed cites to the covenants by book page. The issue is could the prospective buyer know the restrictions on the property he is considering buying and the cases tell us that these buyers are not on notice unless and until proper indexing has occurred.

Prospective buyers had only the PUD plats available to them which were of record in the Office of the Planning Commission in the names of Murrells Inlet Golf Plantation and later of Lantana until June 19, 2003 when DR Horton presented his "International Club PUD Land Use Plat" to the Planning Commission.

This followed the sale on April 26, 2003 Pl #556 by Plantation of his remaining land to Horton.

Extent of PUD

The Court at this time is asked to declare, as a matter of fact and of law, that –

(1) Pebble Creek is within the PUD.
(2) The Meadows is not within the PUD.
(3) The Golf Course and Club house are within the PUD.
(4) The Enclaves and The Fairways are within the PUD.
(5) The Grand Vistas and Front Entrance are not within the PUD.
(6) The other communities shown on Plat Book 160 at 79 are within the PUD, that being the Highlands, the Links, The Glens, the future Ballycastle, and The Cambridge.

Plaintiff earlier at trial made the case that Pebble Creek is not subject to the Covenants because of lack of horizontal privity. It is clearly within the PUD.

Extent of Covenants Applicability to Land

For the reasons stated, Pebble Creek is not subject to the Covenants.

There is no ambiguity in the Declaration to dispute that The Golf Course and The

Club House and the future Ballycastle is subject to the Covenants. The Court is asked to so declare as a finding of fact and conclusion of law. Defendants did not controvert this, raising only the question (previously dealt with at trial and in this Brief) of whether the Golf Course is a member of the HOA.

In later amendments to the covenants DR Horton, the successor to Plantation Ad, explicitly subjected The Meadows to the Covenants. This is undisputed. Plaintiff, however, argues that future buyers of The Meadows had no notice because the Covenants were indexed to the Murrells Inlet Golf Plantation, not the International Club, and the Plats identifying that exclude The Meadows. The Plats referenced in the Covenants are not indexed to any PUD, but were created in conjunction with deeds which said deeds transferred property by deed book and page reference without separate reference to PUD names. In addition, it has been shown and is undisputed that the Meadows was never added to the PUD. For these reasons Plaintiff asks the Court to declare that, as a finding of fact and conclusion of law, The Meadows is not subject to the Covenants.

It is undisputed that in later amendments DR Horton explicitly subjected the land which became The Links, The Highlands, The Villas, The Cambridge, and The Glens to the Covenants. The same issue of notice remains problematic for this extension. This extension of land subjected to the covenants remedies any ambiguity that might exist from the Declaration's reference to Exhibit B, but it does not cure the notice issue.

The effect of notice problems to subjecting The Links, The Highlands, The Villas, The Cambridge, and The Glens to the Covenants was NOT argued at trial and thus is not before the Court for a declaration.

Elements to Be Considered in Forming a Conclusion

An area can be within a PUD and not be subject to a particular set of covenants. A multi-family area can be subjected to overall covenants and it's own covenants: For example: The Villas and The Glens multi-family areas.

To declare covenants:

The Declarant must have an actual equitable interest in a piece of land at the time he makes his declaration – Horizontal Privity;

The Covenants must be properly recorded and indexed so as to be capable of giving notice before they become effective.

In Arcadian Shores Homeowners v Cromer 644 SE 2d 778, 373 SC 292 - SC: Court of Appeals, 2007 the Court held that

(1) the 1985 Regulations were not valid because they were not properly signed, acknowledged, or indexed;

The requirement for equitable ownereship when covenants are declared is stated in the Restatement of Servitudes.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
	)	Civil Action No. 2009-CP-26-3596
Ronald Jarmuth	)	consolidated with
Plaintiff	)	Civil Action No. 2010-CP-26-11320
	)	
vs.	)	PLAINTIFF'S POST-TRIAL BRIEF
	)	SUPPORTING
The International Club	)	PROPOSED ORDER
Homeowners Association, Inc.,	)	
et al	)	
Defendants	)	
	)	

- DIVISION 4 -

THAT HOMEOWNERS IN THE ASSOCIATION CAN NOT BE FORCED TO PAY HIGHWAY 17 ASSESSMENTS THROUGH ASSESSMENTS IMPOSED BY "THE ASSOCIATION"

What was set before the Court in Plaintiff's Complaint and was argued in Court was the issue of the IHOA collecting money as IHOA assessments which the IHOA in turn paid to "The Highway 17 Connector Road Maintenance District Association, Inc". This latter entity will by called "Highway 17" for purposes of this Brief.

Plaintiff has asserted that there is no right on the part of The Association through the Covenants to Collect this Highway 17 money and there is no obligation on the part of homeowners through the PUD covenants to pay this money to The Association.

At trial it was undisputed that Highway 17 is not a Road Maintenance District or other entity created by any government action. This was undisputed. It was also undisputed that where Horry County intended to create a special purpose entity it did so by act of the County Council and that entities created in this manner receive their money through the County Assessor's collection of taxes from property owners. Examples stated were the Murrells Inlet Fire Department and the Waste Management Services of Horry County. Another example cited was the special tax district recently created by Horry County whose domain is the Hidden Woods subdivision, which tax district was created to maintain and repair roads in the Hidden Woods community.

At trial it was undisputed that despite it's name, Highway 17 is nothing more than another Non-Profit Corporation chartered with the Secretary of State under the same non-profit corporation act as IHOA.

At trial it was undisputed that collection of assessment by the IHOA on behalf of Highway 17 began with when Defendant Rosemary Toth became President and board member of IHOA. It was also undisputed that said Toth is a member of the board of directors of Highway 17.

It was likewise undisputed that Highway 17 has never sent a single document to any homeowner in the PUD, to include notice of annual meetings of Highway 17, announcements of elections, proxies, or assessment bills.

It was also undisputed that Plaintiff had obtained the Bylaws of Highway 17, budget and other documents from Highway 17 which they had provided Plaintiff in explanation of how they computed the amounts Highway 17 demanded from the IHOA.

It was undisputed that Highway 17 does not own any property.

It was undisputed that the PUD does not, and never has, had a shared property line with any property that was ever owned by Highway 17.

It was undisputed that at the time the Highway 17 Covenants were signed, the developer and owner of the PUD property, Plantation AD, did not own any property adjacent to Highway 17 property and that Plantation AD never held an equitable interest in Highway 17 property.

It was undisputed that the property which was used to create the Highway 17 Connector Road, which is the area which Highway 17 supposedly is collecting assessments to maintain, was owned by Kaminsky at the time the Highway 17 covenants were declared, and that Kaminsky was the developer of Prince Creek.

It was undisputed that the Highway 17 connector property became what is now known as "Tournament Boulevard".

It was undisputed that shortly after the covenants were declared, all of the Highway 17 property was dedicated to and accepted by the Horry County Council in an official act.

It was undisputed that there is no regulation at all of Tournament Boulevard by Highway 17 and that Horry County not only maintains Tournament Boulevard, but that it has also repaved and reconfigured the road, inserting turn lanes and in the process tearing out all the landscaping Highway 17 did; and imposing speed limits and painting lane markers on the replacement roadway.

It was undisputed that there is no vertical privity in any prior or current owner of PUD property going back to anyone who had horizontal privity in Highway 17 at the time the Highway 17 covenants were declared.

It was also undisputed that certain inequities exist, in that the Prince Creek golf

course property is exempt from assessment by Highway 17, but the International Club Golf Course is not.

It was undisputed that no PUD homeowner has ever given the IHOA a proxy or delegation authorizing the IHOA to vote in Highway 17 for the homeowner, or authorizing the IHOA to collect Highway 17 assessments from said homeowner(s).

It was undisputed that no Highway 17 property has ever been or currently is, International Club "Common Areas" as defined by the PUD's covenants.

It was also undisputed that the Highway 17 money is not used to maintain or improve PUD Common Areas.

It was also undisputed that the method that Highway 17 uses to compute assessments is to divide the Highway 17 budget by the number of acres it believes is subject to assessment and to bill each HOA on the basis of how many acres a particular HOA controls. Plaintiff asserted that the Highway 17 figures are very wrong.

At Plaintiff's # 115, introduced "in bulk" into evidence by Plaintiff and not objected to by Defense Counsel, is a "wiring chart" of "who pays for what" provided Plaintiff by Highway 17. It shows:

* Rosemary Toth (in 2009) was seen as the agent for PUD homeowners and the duly appointed agent for all the properties wired below the "International Club".

* The International Club (IHOA) was billed for and was paying Highway 17 assessments computed acreage for Pebble Creek, The Enclaves (which is not paying IHOA assessments), The Links, The Meadows, The Highlands, The Glens, The Fairways (which is not paying IHOA assessments), the Charleston Villas (Plaintiff has no idea who they are but the too are not paying IHOA assessments), and The Villas. Per this document The Cambridge, which is paying IHOA assessments, was not included in the computation of IHOA acreage.

At Pl # 135 is a Horry County GIS photo of the intersection of the Front Entrance, International Club Drive, and Tournament Boulevard. In the photo, neither Highway 17 nor Horry County has installed anything distinctive to this intersection. It is a total replacement of what Kaminsky (Prince Creek's developer) built and is strictly functional. Elsewhere on Tournament Drive Horry County has also redone the road. Tournament Drive is the main path from Prince Creek to Highway 17 and it bears heavy traffic at various times of day.

The Tournament Drive road dedication documents are at Pl # 409 and occurred on June 5, 2001. The Highway 17 Covenants were filed on December 29, 1998. Sunbelt bought Pebble Creek from Plantation AD January 29, 1999.

Witnesses testified and it was undisputed at trial that for sometime after Pebble

Creek houses were being sold, the sole entrance / exit to Pebble Creek was from McDowell Shortcut Road, and that the "front entrance" to Tournament Drive did not exist. Thus to a time beyond the Dedication to Horry County, Highway 17 provided no functionality to PUD homeowners. The areas of the PUD other than Pebble Creek were not developed until well into 2003 after DR Horton bought the rest of the PUD property.

The Highway 17 Covenants were entered into evidence as Pl # 541 and were filed December 29, 1998. The Highway 17 Charter with the South Carolina Secretary of State was entered as Pl # 550 and Highway 17 was chartered July 26, 1999.

Plaintiff's representation that Highway 17's covenants state that it's members are the owners of property on which it assesses (not their HOA's). It says that such owners will have votes related to the amount of their dues.

Highway 17's covenants purport to impose an obligation on HOA's (for property that Highway 17, by it's own fiat, asserts is subject to Highway 17 assessment) to collect Highway 17 assessments from homeowners on behalf of Highway 17. This assertion is made even though all of the HOA's it demands assessments from were created after Highway 17 and it was not disputed at trial that the IHOA had never signed such an agreement and that there was nothing in the IHOA minutes to reflect such. At her deposition Toth admitted that the first demand that Highway 17 made on the IHOA for assessments was when Toth took office – and that she willingly agreed to pay. To reiterate, there is no record of a vote of the IHOA Board approving such a decision. The payments are reflected in IHOA ledgers thereafter.

At depositions no witness recalled ever being told that the IHOA was paying Highway 17 assessments until Plaintiff raised the issue, and all agreed, as does Plaintiff, that no delegation to the IHOA was ever made.

At trial Plaintiff pointed out that the Highway 17 Covenants do not constitute an obligation or limitation on what homeowners in the PUD can or can not do with their property and Plaintiff asserted, undisputed, that this is not a proper covenant running with the land, and that it is nothing more than an obligation to pay money for something done outside of one's property and is at most a personal services contract. However, Plaintiff points out that it fails the Statute of Frauds because it is for more than two years, is not directly between the parties to the contract, and has no definite terms upon which to predict the cost and the services.

Plaintiff asserted that he does not attempt to interfere in any way with Highway 17 operations, although said association is clearly in violation of The Act having since 1999 only board members and officers appointed by the Prince Creek Developer and having held no elections nor annual meetings announced or conducted per The Act.

If Highway 17 believes that homeowners owe it money, Highway 17 is free to bill homeowners individually and to see what happens.

Plaintiff asserts that Highway 17 is free to do what it wants to do with whatever money it can get from sources other than himself and the IHOA, but asked the court, as a matter of fact and law, to Declare that

(1) Highway 17 Assessments are not within the parameters of what IHOA assessments or The Association assessments may be collected for under the Covenants;

(2) The Association under the Covenants may not, and is forbidden to, collect Highway 17 assessments from homeowners subjected to The Covenants for the PUD without their written, revocable consent.

-- Supporting Law --

CASE LAW

Queen's Grant II Horizontal Property Regime v Greenwood Development Corporation, d/b/a Palmetto Dunes Resort, Inc; 2006 S.C. App. LEXIS 79,;368 S.C. 342; 628 S.E.2d 902

Epting v. Lexington Water Power Co., 177 S.C. 308, 314-317, 181 S.E. 66, 69-70 (1935); 17 S.C. Jur. Covenants §§ 18 and 19.

Hardy v. Aiken 631 SE 2d 539, 369 SC 160 - SC: Supreme Court, 2006

Arcadian Shores Homeowners v Cromer, 644 SE 2d 778, 373 SC 292 - SC: Court of Appeals, 2007 –

Dryden v. Calk, 771 F. Supp. 181 (S.D. Tex. 1991).

Frey v. De Cordova Ben Estate Owners' Ass'n., 632 S.W.2d 877, 880 (Tex.App.-- Fort Worth, aff'd 647 S.W.2d 246) (Tex. 1982) ;

Holleman v. Mission Trace Homeowners' Ass'n., 556 S.W.2d 632, 635 (Tex.Civ.App.--San Antonio 1977,

Concept

A promise to do or not do something on my property is a covenant which runs with the land. A right to do something on someone else's land is an easement, as it the obligation to allow someone else to do something on my land. These are the dominant and servient sides of an easement.

If I promise to do something on someone else's property that is a personal services contract. If written into a deed it is still a personal services contract and does not survive the sale of my property. For example, to get a deal when I buy a lot I might promise to buy my groceries from the seller, or to join his chapter of the VFW, attend his church, buy my

shoes from him, or to mow his lawn. If I sell my house that obligation does not transfer. It does not survive the transfer. These do not touch and run with the land because it does not control something I do on my land.

The People and Property Subject to the Covenants

The Highway 17 Covenant on it's page 3, Deed Book page 609, says that "an owner shall mean and refer to the record owner (including the Declarants) as shown by the real estate records ... situated within the "Property" .

That Covenant on it's page 4, Deed Book page 610, says that "Property" shall mean and refer to all the Property which is subject to this Declaration. It says that the Plantation Tract is at Exhibit F.

The actual property subject to the Covenants, called "The Connector" is where the PUD homeowners have a putative duty to do something, is described on Book page 608 page 2 as stated at the Highway 17 Exhibit C.

The Highway 17 Covenants do not impose an obligation on anyone to perform anything except on the Connector where they supposedly have an obligation to perform maintenance on someone else's property.

On Page 7 Article 5 Section 1 of their covenants it is asserted that non-owners of The Connector property have an obligation to pay for the purposes described in Section 2.

The purposes are stated in Section 2, Page 8, Book Page 614, that being "the improvement, maintenance, enhancement, enlargement, and operation of ... the Connector.

The Connector Property, Exhibit C, Deed Book page 651, page 45 of the Covenant, excludes the actual road from the property, but it includes the rest of the right of way for what is now known at some of Tournament Drive.

On June 5, 2001 the entire Connector, including roadway and shoulders, was conveyed to Horry County and accepted by Horry County Council Resolution R076-01, Pl # 409. As such the entire area which to be benefited by the Covenants do not belong to any of the original parties to the Covenants. The dedication was made without any reference to the Highway 17 Covenants and thus they are not preserved.

The Dedication documents describes the dedication as being Tournament Boulevard, and the owners of The Connector as being "Kaminski, owner and developer of Prince Creek", ETS, and Bill Hatoway. Plantation AD is not listed as an owner. All owners have to be listed to assure that everyone with an interest in the property has surrendered it to the County.

Because there is at least a clear Change of Circumstances, the Court is empowered

to void the entire Highway 17 Covenants. At the present day So at this point in time there is at the least a Change in Circumstances. None of the Declarants or parties to the Highway 17 Covenant and no successor save the County has an equitable interest in the property. There is no horizontal privity to enforce the Highway 17 Covenants.

Exhibit F to the Highway 17 Covenants is the property belonging to Plantation AD which is related to the Covenants and it is described as the "Murrells Inlet Golf Plantation" property. This property is not contiguous with The Connector and shares no common point. It is separated from The Connector by the southern end of Tournament Drive which was not and is not a part of the PUD. There is no horizontal privity between the Plantation property and the Connector.

The southern end of International Club Drive is on Plat Book 160 at 79, Pl #454, which plat also describes 9.79 acres which is Cypress Keyes. Cypress Keys is not contiguous with the Murrells Inlet Golf Plantation Cypress Keyes is contiguous with The Connector.

The Plantation property did not have horizontal privity to The Connector. The owners in the PUD do not have vertical privity to an original owner with horizontal privity to The Connector.

The obligation to do something on someone else's property or for someone else is a personal services contract, not a covenant, and does not survive the transfer of property on either side. After the Highway 17 Declaration of Covenants, there have been at least two transfers of Plaintiff's property: From Plantation AD to Sunbelt, from Sunbelt to Cheryl Essex, and from Essex to Plaintiff.

On page 11 of the Highway 17 Covenants, Deed Book page 617, it exempts from any obligation under the Highway 17 Covenants any property, Section 11 (c) any property owned by a non-profit organization – which includes the HOA. Thus the HOA being exempt has no vertical or horizontal privity with Highway 17 through property it owns. The IHOA is however being assessed for the acreage the IHOA owns.

It also exempts wetlands. The retention ponds are areas which periodically become wet and which although not directly connected with the rivers or oceans are still defined as wetlands on the PUD plats and by SC DHEC and it's county counterparts. The IHOA is however being assessed for wetlands acreage.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
	)	Civil Action No. 2009-CP-26-3596
Ronald Jarmuth	)	consolidated with
Plaintiff	)	Civil Action No. 2010-CP-26-11320
	)	
vs.	)	PLAINTIFF'S POST-TRIAL BRIEF
	)	SUPPORTING
The International Club	)	PROPOSED ORDER
Homeowners Association, Inc.,	)	
et al	)	
Defendants	)	
	)	

- DIVISION 5 -

WHO OWNS THE ROADS IN THE PUD AND ARE THEY SUBJECT TO THE COVENANTS ?

What was set before the Court in Plaintiff's Complaint and was argued in Court was the question of the IHOA enforcement of Covenants on the Roads in the PUD.

Plaintiff argued at trial that

(1) The roads in the PUD are all owned by Horry County [4] ;

(2) Horry County took title to those roads;

(3) Title or Dedication was not encumbered by the Covenants;

(4) Continuous use by the Public endows PUD homeowners with at least the same rights enjoyed by the public at large;

(5) IHOA "rules" if otherwise valid are pre-empted by state law.

(6) The IHOA has no vertical privity to the roads and thus has no right to enforce covenants on the use of roads, even if valid.

UNDISPUTED FACTS

At trial Plaintiff introduced as evidence all the Plats in his evidence book. None of these were controverted by Defense Counsel. Plaintiff also presented for the Court's inspection the original 25" x 30" (approximately) plats which were provided him by the Horry County Planning Commission or by the Horry County Recorder of Deeds.

Working from the plats, Plaintiff pointed out that the Declarant was aware of

[4] Except for Madrid Drive in The Glens, which the builder of The Glens deeded to the IHOA.

distinctions between Easement, Dedication, and Private, because those labels appeared at various places on various plats. For example, golf cart crossings were marked "easements", roads were marked "dedicated to Horry County" and the front entrance was marked "private".

A CD was submitted to the Court as evidence which was authenticated by Mr. Louis Astorino at his deposition. At 6 minutes and 10 seconds it perpetuates an admission against interest by Defendant Rosemary Toth, who was present in the courtroom, that the PUD roads are "owned" by Horry County. No evidence or testimony was offered to refute her admission. However, the contention of Defense witnesses was that Horry County enjoyed an easement which was absolutely limited by all of the provisions relating to roads in the covenants.

At trial it was conceded by Defense and uncontroverted when asserted by Plaintiff that the IHOA took no action against anyone who it suspected was not a PUD homeowner – to include not even placing a note on a window – who did any of several things which resulted in a violation letter and fine if done by a homeowner.

It was not disputed that Horry County maintains the roads, to include abating flooding, striping the road lanes, erecting traffic control signs, enforcing speed limits, and even controlling conduct on the road shoulders by requiring encroachment permits for anything done on the shoulders. It was not disputed that the IHOA has several times applied for encroachment permits to do various things within the roadway; and copies of IHOA applications signed by Toth herself as IHOA President were placed into evidence. Pictures of Horry County doing flood abatement and posting traffic control signs were placed into evidence.

Plaintiff submitted into evidence pictures and documents which showed that homeowner property ended as much as over twenty feet from the curb, and that the typical roadway extended an average of over twelve (12) feet towards homes from the curb. Plaintiff placed into evidence copies of encroachment permits he received from Horry County for various plantings within the right of way. Plaintiff also placed into evidence pictures of various trees (Fletcher, across the street from him) which were in the right of way and which had not received either an encroachment permit from the County nor had the IHOA done anything to address this apparent violation of Covenant restrictions on use of roads.

The Glens Planning Commission approval Plat was entered into evidence, Plat Book 197 at 171 Pl # 466 and the original oversize plat was offered to the Court and the parties for inspection (hard to read the reduced size copies). Madrid Drive was marked "private". Pickering Drive was NOT marked "dedicated" but was marked "existing public". This was approved on May 25, 2004. That portion of International Club Drive (from the intersection with Pickering Drive in front of the Golf Course Clubhouse to the point next to The Grand Vistas where International Club Drive became owned by DR Horton) which was dedicated to Horry County was now marked "Existing Public". Of all the plats relating to the PUD filed with the Planning Commission this one was unique because,

referring to Madrid Drive, the only road in The Glens, "The Roads and Drainage within the Subdivision [The Glens] are intended to be Private and maintained by the [Glens] HOA."

The representation of DR Horton to the Planning Commission was that Madrid Drive would be deeded to The Glens (sub) HOA and maintained by that sub-HOA. Instead he deeded Madrid Drive to the IHOA, a "gift" for which there is no evidence that the IHOA ever accepted same by signing any document (including the deed) or by Act of the Board of Directors prior to the tail end of this lawsuit in 2012.

At trial it was pointed out that The Murrells Inlet Golf Plantation and Lantana Plats specified the exact road right of way and pavement widths (approved by Planning Commission) The first of those two places, Pl # 450, had the notation "All roads and rights of way shall be designed and built by the developer and inspected by Horry County Engineering for the purposes of dedication to Horry County Government. The only exception shall be driveways to multi family projects or service / maintenance facilities." The Lantana PUD, which was qualified as the "Revised Master Plan",

The most illustrative one is at Plat Book 181 Page 89 Pl #460. This contains a dedication signed by Plantation Golf, Plantation AD, and Sunbelt, the three landowners. The Dedications were actually signed December 29, 2001. It reads:

> **"The undersigned hereby acknowledges that I am (we are) the owner() of the property shown and described hereon and that I (we) adopt this (plan of development / plat) with my our) free consent and that I (we) hereby dedicate all items as specifically shown or indicated on said plat."**

The notes of the Plat refer to the properties owned by Sunbelt, The Golf Course, and Plantation AD. This is the Plat with roads marked "public" or "private and the golf cart crossings marked "easements". As of this date no roads were marked "dedicated". Specific pavement widths and right of way widths are shown. This is the definitive plat for roads in the PUD, subject to the Dedication documents of the County Council which are consistent with this Plat.

At Plaintiff's Exhibit # 60 is the US Postal Service approval for Plaintiff to install a locking mailbox, the particular locking mailbox that Plaintiff requested Postal approval for – September 8, 2010. Plaintiff asserted that the Postal Service has pre-empted IHOA authority to approve mail boxes – especially when located on a public street which the HOA NEVER owned and which Plaintiff NEVER owned (a person without horizontal privity on some plot of land can neither enforce nor be subjected to an obligation or restriction relating to that land).

ARGUMENT

Who owns those roads?

What are the rights and obligations of

* **Horry County**
* **Homeowners**
* **The HOA**

regarding the roads in the PUD which have been "dedicated" to the public, accepted and maintained by the County and which the owners have sworn are "public" on plats of record?

What authority and limitations exist regarding the HOA's authority to –

* **Regulate speed limits on roads inside the PUD?**
* **Tow vehicles parked legally on these non-HOA owned roads first marked as "public" and later explicitly dedicated to the Horry County?**

Plaintiff reiterates that at no time has a filed document relating to Plats and Approvals used the word "easement" when referring to the roads in the PUD.

Doctrine of Eminent Domain

Blacks Legal Dictionary. 1st Edition, Page 426 Pl #87 and 88 describes "Eminent Domain" as "The Right of the people or government to take private property for public use."

Article 14 Sections 2 of the South Carolina Constitution (Eminent Domain) states that "title to all lands and other property" may "vest in the State" by "grant [or]m gift" as well as by "purchase ... or otherwise". The manner in which the state acquires property is irrelevant as to the title.

Section 3 – Ultimate Property in Lands -- of the South Carolina Constitution makes it clear that because "the people of the State ... possess the ultimate property in and to all lands" no individual can diminish the state's title to land by conditioning the state's title without the state's explicit consent.

Case Law

Case law is conclusive that unless the state explicitly agrees in writing, the taking of property for public use is without any conditions or restrictions.

> **"The default rule in eminent domain is that a taking in fee simple establishes a new title and extinguishes all existing possessory and ownership interests not specifically exempted"**

"where the government takes fee simple title, it takes all interests, specified

as well as unspecified and if the government intends to take less than fee simple title, the excluded interests shall be specifically mentioned." United States v. 194.08 Acres of Land, 135 F.3d 1025, 1029 (5th Cir. La. 1998)

"When the government acquires fee simple interests in land ... the government simultaneously extinguishes the servitudes burdening the property because continuance of the burdens of a servitude would interfere with the purposes for which the property is acquired. ... courts are of the view that ... land that is subject to an enforceable covenant, such acquisition extinguishes all existing possessory and ownership interests not specifically exempted and the ...authority acquires the land free from the burden of the covenant --- Newberry v. Andalusia, 257 Ala. 49 (Ala. 1952), Dothan Area Chamber of Commerce, Inc. v. Shealy, 561 So. 2d 515 (Ala. 1990).

"The government's rights as the condemnor are distinct from those of an ordinary purchaser of property ... securing better title against the entire world than may be obtained by voluntary conveyance" United States v. Carmack, 329 U.S. 230 (U.S. 1946).

SC Department of Transportation, Respondent, v Horry County, Burroughs & Chapin, et al Appeal from Horry County; Opinion No. 26911; January 18, 2011, SC Supreme Court
The grant of an easement for a highway conveys title to the roadway. Horry County's conveyance to title back to Burroughs & Chapin was defective because it remained with SC DOT.

Implying that unless otherwise stated in the document, the granting of a road easement to the state brings title with it.

Van Blarcum v. City of North Myrtle Beach, 523 S.E.2d 486 (S.C. Ct. App. 1999) found that when Myrtle Beach accepted a dedication it gained "title to two five-foot rights-of-way that extend to the Atlantic Ocean along the "east" and "west" boundaries of the two lots on which the motel sits,"

The payment of taxes on disputed property is evidence contrary to the intent to dedicate property to the public. Anderson v. Hemingway, 269 S.C. 351, 237 S.E.2d 489 (1977).

It is noted that neither the Developer, any Builder, nor the IHOA have ever paid taxes on any road within the PUD. Indigo Creek, the PUD "next door" has a gate on one entrance and the short road behind it is taxed. If taxes are not assessed on a road, this is supportive that the county has more than a mere easement -- that it owns the road

" The assessment of taxes is a factor to consider along with other evidence. " Van Blarcum, 337 S.C. at 452, 523 S.E.2d at 489

DEDICATION

Blacks Legal Dictionary, 1st Edition, Page 343 defines "Dedication" as "an appropriation of land to some public use, made by the owner, and accepted for such use by or on behalf of the public. 23 Wis. 416; 33 N.J. Law, 13. A deliberate appropriation of land by it's owner for any general and public uses, reserving to himself no other rights than such as are perfectly compatible with the full exercise and enjoyment of the public uses to which he has devoted his property. 22 Wend. 472."

In February 24, 1997 the Horry County Planning Commission approved the plan of development for the Murrells Inlet Golf Plantation with certain conditions. One of those conditions was set out in a note on Page G-2: Pl # 450

> **"RIGHTS OF WAY MAINTENANCE. All roads and rights of way shall be designed and built by the Developer and inspected by Horry CO Engineering for the Purpose of DEDICATION to HORRY COUNTY GOVERNMENT. The ONLY EXECEPTION shall be driveways to Multi-Family projects or service / maintenance facilities."**

On October 15, 2002, well before Horton came on the scene, the Pebble Creek developer Sunbelt began the process of dedicating roads in the PUD to Horry County. The documents for every dedication have had no reservation or exclusion relating to any covenants. The County Council Resolutions, such as this one, R-155-02, Pl #413, are for complete dedication and have no exception for any covenants. The HOA is not a grantor on any of the dedications.

These Road dedication documents were never made available to Plaintiff by the HOA, either before filing suit or in discovery after. They were obtained by FOIA, Pl #400.

Tournament Drive is effectively part of the main entrance to Prince Creek.

During the relevant period Tournament Drive when Highway 17 and PUD covenants were being declared and filed, Tournament Drive (the Highway 17 Connector) did not touch or come close to land within the PUD. At the time the Developers / Builders Plantation and Sunbelt did not own any land on which Tournament Drive was built – they never did – nor adjanent to that property. Neither Sunbelt for Plantation AD were grantors in the Tournament Drive dedication documents Pl # 409, June 5, 2001.

When Pebble Creek was developed and Plaintiff's lot was sold on September 27, 2001 (Pl #566) there was no egress to Tournament Drive. The reference to the front entrance in deeds was that Sunbelt and successor homeowners would have an "easement" over the front entrance, which became owned as private property by DR Horton and which was marked "private" on Planning Commission plats.

The dedications of all the roads in the PUD, plus Tournament Drive, are at Pl #401

through 414. The dedications relate to the owners as the grantors and never any HOA as grantor.

The dedications were accompanied by Certificates of Non –Litigation which refer to the "fee simple" dedication to Horry County. Fee simple is a term of art referring to transfer of ownership.

One of the road dedication documents that Horry County requires is a "Certificate of Non-Litigation". It includes the statement "that (nothing) will affect the fee simple dedication of the below named project."

No later than Februry 15, 2011, Pl # 404, R-14-11, Horry County took title to the PUD Roads. Sample: Pl # 405, February 21, 2006

> "FEBRUARY 21, 2006 Horry County Council Resolution R-16-06 A resolution to accept DEDICATION of the Roads and Drainage ... into the County Road System. ... The developers ... request the roads and drainage be DEDICATED to Horry County. ... fully executed DEDICATION documents ... it is the intent of Horry County Council to accept the roads and drainage ... into the County system. ... Now therefore: Horry County Council resolves To accept the roads and drainage ...

Section 28-2-90 of the SC Code, The South Carolina Eminent Domain Procedures Act specifies that the state can take eminent domain title to property without a formal proceeding "(1) at any time upon receipt of written consent of the record owner or owners"

The title that vests in the state is "fee simple".

Per Section 8-2-450 of the Act, this authority extends all the way down to the municipality level.

In Ford et al v Dickerson et al; 222 W. Va. 61; 662 S.E.2d 503; No. 33349, Filed: February 27, 2008 the West Virginia Supreme Court held stated that

> "The words or terms "road," "public road," or "highway" shall be deemed to include, but shall not be limited to, the right-of- way, roadbed ... necessary for the maintenance of travel, ... and such public road or highway shall be taken to include any road to which the public has access and which it is not denied the right to use, ...

Courts have held that title to roads can vest in a government without the formal exercise of eminent domain, specifically –

> (2) by continuous and adverse user by the public ... accompanied by some official recognition thereof as a public road by the county...

(3) by the owner's dedication of the land to the public use, ... - *Ryan v. Monongalia County Court*, 86 W.Va. 40, 102 S.E. 731 (1920).; *State ex rel. Riddle v. Department of Highways*, 154 W.Va. 722, 725, 179 S.E.2d 10, 13 (1971) and Ford et al v Dickerson et al; op cit..

The HOA was never the owner of the roads. Sunbelt or DR Horton, the owner prior to dedication, dedicated the roads to the County "fee simple", without a single written word attempting to limit the extent of the title. No taxes were ever paid on the roads. The HOA does not hold the capacity as a Servient or Dominant easement holder and has no association with any easement rights and no authority through title to exercise any control over the roads.

Horry County has performed maintenance on these roads, for example when there was flooding on the streets September 22, 2011 – see photos Pl #20, #29, #30, and # 35. #37 Horry County has also painted the road lines on International Club Drive.

PRIVITY

The HOA never owned any roads in the PUD, The HOA never owned any home lots in the PUD.

No homeowner ever owned any of the roads or the right of way of any of the PUD streets.

The Developers no longer own any of the roads in the PUD and does not own any home lots "subject to the covenants".

The parties to the Covenants are the Developer, the homeowners, and the HOA, possibly exercising rights derived from the homeowners.

None of these has "Privity" ownership in the Roads such as to give them the right to enforce Covenants applying to the land between the homeowner property lines – the roads.

Black's First Edition, Page 942, Pl # 89 & 90, states that "the term "privity" means mutual or successive relationship to the same rights of property. ... Privity of contract is that connection or relationship which exists between two or more contracting parties. It is essential to the maintenance of an action on any contract that there should subsist a privity between the plaintiff and defendant in respect of the matter sued on." – in this case, the use of property neither owns.

The County owns the roads – additional argument below. If the covenants were effective against the County, they could only control what the owner of the road does with the land – they are not effective against one who has never had an ownership interest in the roads and neither homeowners nor the HOA have standing to try to enforce covenants on the use of the road where neither own or ever owned the roads.

Deed restrictions are private contracts affecting land.

In Queen's Grant II Horizontal Property Regime v Greenwood Development Corporation, d/b/a Palmetto Dunes Resort, Inc; 2006 S.C. App. LEXIS 79,*;368 S.C. 342; 628 S.E.2d 902 the Court noted that "Restrictive covenants differ from contracts in that they 'run with the land,' and that the only provisions which are enforceable are those "which 'touch and concern' land, and therefore, run with the land" citing Epting v. Lexington Water Power Co., 177 S.C. 308, 314-317, 181 S.E. 66, 69-70 (1935); 17 S.C. Jur. Covenants §§ 18 and 19.

The fact that no party to the Covenants owns the roads must invalidate – because of lack of privity -- those covenant provisions and purported rules controlling the use the roads:

INVALID COVENANT SECTIONS BECAUSE OF NO PRIVITY

Section 6.2 Purpose of Assessments – Obligation to Maintain Roads and right to collect Assessments for that purpose;
Section 7.16 Tree Removal – in the road right of way;
Section 7.21 Sign Control – in the road right of way;
Section 7.25 Parking – on the roads (a police issue);
Section 7.26 Junk Vehicles – on the roads (a police issue);
Section 7.27 Motor-ccyles on the streets (a police issue);
Section 7.28 Mailboxes, because they stand on county property and are governed by county encroachment ordinance and US Postal Service rules;
Section 7.33 Landscaping, to the extent that it is in outside of homeowner property and in the road right of way;

INVALID HOA ARCHITECTURAL REVIEW BOARD RULES BECAUSE OF NO PRIVITY

K. Landscaping – to the extent that it purports to apply to lawns between homeowner property lines and curbs.

R. Mailboxes – are in the area owned by the County.

Section V Application Review Fees and Deposits – none.

"These deposits cover any damages to International Club common areas from contractors, vendors, etc during construction. ... e.g., trucks with more than two axles, track – driven equipment, front end loaders ..."

The potential damage is to county owned roads for which the county has repair responsibility. There is no liability by any person using or abusing the roads to the HOA. There is no privity here.