

1997

1968/1209

266282

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR PELICAN BAY SUBDIVISION
HORRY COUNTY, S.C.
AUG 27 4:11:09
P.M.C.

THIS DECLARATION made this 26th day of August, 1997, by Carolina Land Sales, Inc., a North Carolina Corporation, to be qualified in the State of South Carolina, hereinafter referred to as the "Declarant" and any all persons, firms, of corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject of this Declaration...

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain Property in Horry County, South Carolina known as Pelican Bay Subdivision, Phase I of which is more particularly described by plat thereof recorded in the following Plat Book 149 and Pages: 202 in the Office of the Register of Mense Conveyances for Horry County to which reference is hereby made for more complete descriptions; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the Property made subject to this Declaration for the benefit of the present and the future owners thereof; and

WHEREAS, Declarant intends to subject to this Declaration additional portions of Pelican Bay Subdivision for the purpose of extending the general scheme of development to such additional Property and accordingly declares that Pelican Bay Subdivision may be expanded to include additional property; and

WHEREAS, Declarant desires to provide for the preservation of the values of Pelican Bay Subdivision as expanded hereby and hereinafter made subject to this Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements hereto; and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the owner

HORRY COUNTY ASSESSOR
NEW PARCEL 143-17-01-001 thru 050
SPLIT FROM 143-00-01-051
Map of Blk Parcel 8-28-97

BOOK 1968 PAGE 1209

1209

to convey the aforesaid lots to persons who will erect thereon residences to be used for family purposes, subject to the provisions hereinafter set forth; and _ _ .

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to the Declaration of Covenants, Conditions, Restrictions and Easements of Pelican Bay Subdivision and Property Owners Association, hereinafter "Declaration", recorded separately in the Office of the Register of Mense Conveyance for Horry County for the benefit and protection of the property and of the mutual protection, welfare and benefit of the present and the future owners thereof;

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on said recorded plats and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of Pelican Bay Subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real Property and their heirs, successors and assigns having any right, title, of interest in the Properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real Property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

"Associations" shall mean and refer to Pelican Bay Property Owners Association, Inc., a not for Profit South Carolina corporation, its successors and assigns.

"Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a

fee simple title to any lot which is a part of any of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.

"Property" shall mean and refer to that certain property shown on plat recorded in Plat Book 149 and Pages: 202 in the Registry of Mense Conveyances for Horry County, South Carolina and any additional property which Declarant may make a part of this Subdivision, as provided for in this Declaration. The terms "Property," "Subdivision," and "Pelican Bay" are interchangeable.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.

"Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot, except as may refer to a condominium until later developed.

"Declarant" shall mean Carolina Land Sales, Inc., its successors and assigns if such successors and assigns acquire two or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to the assumed by such successors and assigns.

"Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designed class of members. Common Property includes without limitation all existing and future roads, right-of-ways, greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, easements and boat ramps that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other

property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.

"Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article V of this Declaration.

ARTICLE II

RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS

Section 1. Owners's Easements of Enjoyment. The Declarant and, to the extent provided by this Declaration, every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. It is understood that the private roads may be used to gain access to land behind the phases in the development if the same is not developed by the Declarant. Every Owner, and the members of such Owner's family who reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.

Section 2. Annual Assessments.

(a) The annual assessment payable by each Owner shall be Two Hundred and Ninety-Five and No/100 (\$295.00) per lot per calendar year. The annual assessment shall be due and payable on January 1 of each year, commencing January 1, 1998, provided the board of directors may elect to permit payment in such installments and at such times as it shall determine. This assessment shall be deferred as to any lot purchased by a builder with the intent to build a house for resale to the public at large. This assessment will be payable as to any lot purchased by a builder who purchases a lot for the purpose of building a custom home under contract with the ultimate residents. This assessment will be prorated on a calendar year basis from the date title to each lot for which an assessment is payable is transferred to the Owner. The assessment will be due though construction may be ongoing and not yet completed.

(b) The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property. The Association shall have the right, from time to time, to increase or decrease the assessment. The assessment shall be paid by each Owner in such periodic installments as the Association may determine to be used to pay (1) The operating and administrative expenses such as accounting, bookkeeping, record keeping and secretarial expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property; (3) The cost of security such as an electronic gate or security guards to monitor the gated entrance. The amount of security will be decided by the Board of Directors of the Association; and (4) other expenses necessary or useful to maintain and operate the Association and the recreational facilities (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and of surety and other bonds related to the management of the Common Property and the Association). It is understood (by way of example and without limitation) that the assessment funds

shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements within the recreational areas, the seeding and re-seeding road right-of-ways and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.

(c) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.

(d) The annual assessment may be increased or decreased by the board of directors of the Association.

(e) Annually the board of directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year. Notwithstanding anything in this Declaration to the contrary, it is hereby declared that each Lot within the Properties shall be exempt, at Declarant's option, from the Assessments herein provided for (both annual and special) until such time as such Lot is conveyed by the Declarant to an Owner other than the Declarant.

Section 3. Special Assessments. In addition to the Annual Assessments, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only, for the purpose of defraying unexpected repair, damage or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto. Provided that any such Assessment shall have the assent of a majority of each class of the voting members of the Association at a duly called meeting.

Section 4. Removal of Obstructions and Unsightly Growth, Debris, and Materials.

(a) The Association may remove any obstructions of any nature located within road right-of-ways or other Common Property (including but not limited to trees, shrubs and mailboxes) which,

in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the State of South Carolina (or agency or department thereof) to take over the responsibility for maintenance of the roads.

(b) The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who is liable either directly, indirectly, or through his agents, contractors or invitees, who caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-ways or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

(c) If the Association, in its sole discretion, determines that any lot has become unsightly due to fallen trees or limbs, overgrown grass, weeds, or any growth or debris of any nature having accumulated on the lot, then the Association shall have the right from time to time to enter the said lot for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.

Section 5. Duty to Make Repairs.

(a) Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown on the aforesaid plats(s) or any other common property shall be the responsibility of the Association with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot.

(b) The decision to expand Association funds to repair and maintain the roads or other Common Property shall be made by a majority of the board of directors of the Association. By such vote, the board may delegate such authority to any committee of the board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(c) Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owner, his or her contractors or builders, his or her invitees, agents, licensees, or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

Section 6. Late Charges and Interest on Unpaid Assessments.

Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the board of directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is Twenty-Five and No/100. (\$25.00) Dollars and shall be charged as to any assessment that is not paid within thirty (30) days after the due date. The board of directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors.

Section 7. Lien for Unpaid Assessments.

(a) In the event the Owner of any lot fails and refuses,

after demand by the Association, to pay any annual or special assessment, then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment, together with the costs and expenses of collection, including, without limitation, reasonable attorneys' fees, shall be a charge and lien against the said lot.

(b) To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the owner or owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

(c) Neither the assessments nor the costs of collection shall be a lien upon any common Property nor shall the lien upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Membership. Every owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be assigned. If and when Declarant develops additional phases in the Subdivision, the Owners of those lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this expandable Subdivision.

Section 2. Class Membership Voting. The Association shall have two (2) classes of membership:

Class A

Class "A" members shall be all lot Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot, all such persons shall be members but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

Class B.

(a) Class B members shall be entitled to vote ten (10) votes for each lot owned. Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of any of the following events, whichever occurs earliest.

1. Four months after ninety percent (90%) of all the lots and undeveloped land in the subdivision are sold as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties; or

2. Twelve (12) years from date of recordation of this Declaration; or

3. At such time as Declarant voluntarily relinquishes Majority control of the Association by a duly recorded instrument.

(b) Upon the happening of the earliest of any of the three above described events, Class B membership shall cease and terminate and shall be converted to Class A membership.

Section 3. Board of Directors. There shall be three (3) members of the board of directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The directors shall have annual meetings and other such meetings as may be called at the request of the president of the Association or by any three (3) directors.

So long as Class B membership exists, the Declarant shall have the right to select a majority of the Directors in its sole discretion which shall serve at the pleasure of the class "B" member unit the first annual meeting of the membership following termination of class "B" control.

Section 4. Suspension of Voting Rights. The Association shall have the right to:

(a) Suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same; and

(b) Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said contract buyer.

Section 5 Additional Phases. The Declarant intends (but is not obligated) to develop one or more additional phases of Pelican Bay Subdivision and incorporate the same within the provisions of this Declaration.

ARTICLE IV

CONVEYANCE OF COMMON PROPERTY

Within twelve (12) years from the date of recording of this Declaration, Declarant will convey by deed its right, title, and interest in and over the road right-of-ways and any other Common Property within the Subdivision to the Association.

ARTICLE V.

ARCHITECTURAL CONTROL

(a) In order to control design and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "improvements" upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review

Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such improvements are made), and the landscaping of each lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, out buildings, fences or walls, boat houses, ramps, piers, driveways, enclosures for satellite dishes or any other above ground structures, and if Declarant so desires, for mailbox design. This Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this subdivision, and for the approval or disapproval of boats, boat trailers, house trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this subdivision.

(b) The Committee shall consist of three (3) persons designated or appointed from time to time by the Declarant, its successors or assigns, one of whom shall be appointed from among lot owners. After Ninety (90%) percent of the lots and undeveloped land in subdivision are sold by the Declarant, its successors or assigns, said Committee shall be elected by a majority vote of the Board of Directors; provided, however, Declarant, its successors or assigns, shall be entitled to at least one Committee member until all of its lots in this subdivision have been sold.

(c) A fee to be determined by the Committee will be required when submitting original plans and specifications to the Architectural Review Committee. For any additional alterations requiring approval by the Architectural Review Committee, the fees assessed will be based on the actual cost of review.

(d) Except within the building site (unless within twenty (20) feet of the main dwelling), no trees of any kind in excess of six (6) inches in diameter at ground level may be removed from any lot without prior approval of the Committee. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced,

erected, placed, maintained, or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents.

(e) The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc) proposed building plans and specifications, exterior color, finish, and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure, and all accessory buildings, structures and improvements on the lot, the location of the well, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements, the composition and color of raw and finished materials used and exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings.

(f) The Committee or its designated agents shall have thirty (30) days after physical receipt of the plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said thirty (30) days, the plans shall be deemed to be approved as submitted. After the plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard each Owner shall provide the Committee with the foundation survey as soon as it is made. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator.

(g) The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent of he

structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

ARTICLE VI

PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE
DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Horry County, South Carolina, and is shown on maps recorded in Plat Book(s) _____ and Page(s) _____ in the Office of the Register of Mense Conveyances for Horry County.

Section 2. Additions to Existing Property. Additional property may be brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in the following ways:

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the properties by Declarant and brought within the scheme of these Restrictions and Declaration and within the jurisdiction of the Association, in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twelve (12) years after the date of this instrument.

(b) Additional residential property and common area, consisting of not more than 200 acres, outside of the area described in the aforementioned Schedule A may be annexed to the properties and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in future states of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twelve (12) years after the date of this instrument.

(c) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declaration of Protective Covenants Restrictions, Easements, Changes and Liens for Pelican Bay Subdivision and by filing of record with respect to the additional properties which shall extend the scheme of these Restrictions and the Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of these Restrictions and the Declaration as may be necessary to reflect only the different character and density of housing planned on the added properties and as are not inconsistent with the provisions of this Declaration. Condominiums may be permitted in a future phase if properly zoned.

ARTICLE VII

GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporation hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

1. Residential Purposes. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, such as garages and boat houses, which otherwise comply with these Restrictions, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these Restrictions

2. Size of Residences and Lot Coverage. Each single-family dwelling constructed upon waterfront lots shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than two Thousand (2,000) square feet regardless of the number of stories. Single family dwellings located on interior lots must have an enclosed heated living area of at least one thousand seven hundred and fifty (1,750) square feet exclusive of open porches, garages and other unheated spaces. The design, location, and construction of all improvement on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to the Declaration.

3. Set Back Requirements. All improvements to the lot must comply with Horry County set back requirements. All structures shall be at least ten (10) feet from the side property line of any street. The front setback line shall meet or exceed Horry County subdivision regulations, however notwithstanding anything herein to the contrary, said front setback line shall not be closer than seventy-five (75) feet to any existing or newly constructed road, unless with prior written approval of the Declaration, or if Declarant so designates, by the Committee. The

setback lines for waterfront lots are seventy-five (75) feet from street front, seventy-five (75) feet from back and ten (10) feet from each side. All waterfront homes must face the street. The setback lines for interior lots are seventy-five (75) feet from the street front, twenty-five (25) feet from the back and ten (10) feet from the side. Setback lines for fences and walls shall require written approval of the Committee; Declarant, or if Declarant so designates, the Committee, shall have the right to approve deviations from each of these setback requirements upon application of an individual lot owner if, for reasons of topography or well or septic approvals, strict compliance creates a hardship.

4. Increased Size of Lots. More than one lot (as shown on said plat(s) or portions thereof, may be combined to form one or

more lots by (or with the written consent of) Declarant, taste successors and assigns. No lot may be subdivided by sale or otherwise, except by (or with the written consent of Declarant, its successors and assigns. Upon combination or subdivision of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein.

5. Driveways. All connections of private driveways to Pelican Bay road system, and all connections of private easements and right-of-ways to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by the Architectural Review Committee of the Pelican Bay Homeowners Association. The material for the construction of the Driveway is subject to the approval of the Architectural Review Committee.

6. Road Right-of-Way. There shall be no signs, fencing, or parking permitted within the road right-of-way.

7. Conformity and Approval of Structures. No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. The Committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. One copy of all plans and related data shall be furnished to the Committee for its records. If no action is taken by the Committee within sixty (60) days after plans are submitted to it, the owner may proceed to build without approval.

8. Residential Use of Lots. Construction of new residential buildings only shall be permitted, it being the

intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the name into a dwelling unit in this subdivision, excepting however, Declarant's mobile offices provided for hereinbelow.

9. Construction. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion, or theft, any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not completed within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements on any lot is unlikely within one hundred and twenty (120) days, Pelican Bay Homeowners Association, hereinafter referred to as the "Association", will be advised of this determination. The Association shall then have the right to give notice to the owner that the owner has the obligation, within thirty (30) days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon owner's failure to pay these charges.

10. Construction Security Deposit. During the construction of individual residences a security deposit will be required. This deposit will ensure protection of the roads, drainage ditches and adjacent property. The security deposit will be paid by the lot owner or builder and will be held in escrow until completion of the building site at which time the deposit will be returned if there has been no destruction or damage to either common property, roads or adjacent property. If damage has

occurred, Declarant will utilize as much of the security deposit as is necessary to repair the damage. The Architectural Review Committee of the Pelican Bay Homeowner's Association will assess all claims and damages and if any damage is greater than the deposit, the lot owner will be required to pay the additional charges. If unpaid the Association will have the right to assess a lien against his lot enforceable as per Article II, Section 4(b).

11. Trailers, etc. No trailer, truck, van, mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot. Modular homes are permissible if approved by the Committee.

12. Wells. All homes constructed in Pelican Bay Subdivision must be supplied with water for normal domestic use from individual privately drilled wells, or from a public utility company, if available. Each individual owner shall locate the well drilled on such owner's lot so as to comply with the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots adjoining such owner's lot. Before drilling a well, each owner must submit a site plan locating the proposed building sit, drainage and repair septic field and well site.

13. Building Materials. Exposed exterior walls composed of the following materials shall be prohibited from Pelican Bay Subdivision: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, tar paper.

14. Sales Information Office. Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.

15. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said lots, except a reasonable number of dogs and cats and other indoor household pets. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. No dogs shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and re found off their owner's lot will be pick up by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. There shall be no above-ground swimming pools, unless approved by the Committee.

16. Maintenance of Lots. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots, and from the Common Property provided that the Declarant, prior to the sale of such lot, may use portions of such lot as a burial pit in accordance with governmental regulation.

17. Utility Easements. In addition to the easements that are shown on the recorded plats of Pelican Bay Subdivision, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not adjoin the other lots or properties

within Pelican Bay Subdivision. As between the easements reserved by these Restrictions and the easements that are greater in width shall be the easements that are in effect.

18. Temporary Easement. Declarant reserves a temporary construction easement of twenty-five (25) feet in width along both sides and running parallel to streets or roads, which easements shall expire the earlier of twelve months after the particular road construction commences, or December 31, 1999, or upon the acceptance of such streets or roads for maintenance by governmental authority.

19. Clothesline, Antennas and Mailboxes. No outside clotheslines shall be permitted. No satellite dishes larger than two and one half (2 1/2) feet in diameter shall be permitted unless concealed from view from all lots and open spaces. The design of such enclosures must be approved prior to erection by the Committee. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate South Carolina Department of Transportation standards.

20. Boats, etc. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision, unless located within enclosed garages. No large boat and/or boat trailer, over twenty-eight (28) feet in length, travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the committee. Other boats and/or boat trailers [less than twenty-eight (28) feet in length] must be stored behind the building set back line. No vehicles that are disable or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the passenger vehicle larger than a pick-up truck.

21. Garages. No carport or garage shall face the street.

Garage doors must be closed except when entering or exiting said garage.

22. Signs. No billboards or signs of any description shall be displayed upon any lot with the exception of those approved by the Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision. All sign colors must be red, white and blue, unless otherwise approved by Declarant, or if Declarant so designates by the Committee. Declarant also reserves the right to erect and maintain signs designating streets, boat landings, recreational areas, and any other sign that will aid in the development of Pelican Bay Subdivision.

23. Trees. Except within the building site or with in twenty (20) feet of the main dwelling, no trees of any kind in excess of six (6) inches in diameter at ground level may be removed from any lot without prior approval of the Committee.

24. Common Property. Declarant, or its successors and assigns, will deed a lot to the Association which will provide access for lot owners to a boat ramp or other amenities which will be maintained by the Association. Notwithstanding anything herein to the contrary, Declarant will also deed to the Association at least one (1) lot, or for any other use permitted in these Restrictions, for its use and maintenance. Declarant will provide a security gate across the entrance road Drive West, Phase 1 of Pelican Bay Subdivision to be maintained by the Association. Other amenities provided by Declarant and deeded to the Association will be maintained by the Association.

25. Additional Development. As provided for herein, it is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this subdivision and to grant easements to use the roads and recreational areas of this Subdivision.

26. Definitions. Definitions: Reference to "this subdivision" in this document is intended to refer only to Lots 1

though 57, Phase I of the Pelican Bay Subdivision and the Additions to Existing Property as provided for herein. Reference to "Association" in this document is intended to refer only to Pelican Bay Homeowners Association.

27. Property Covered by Declaration. Nothing herein contained shall be construed as imposing any covenants and restriction on any property of the owner of this Subdivision other than the Property that is subjected to these Restrictions.

ARTICLE VIII

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include masculine and feminine.

Section 2. 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 this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees.

Section 4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. It is agreed that time is of the essence with regard to these restrictions, protective covenants, limitations

and conditions.

Section 6. Declarant reserves the right to assign its rights to a successor who also assumes the Declarant responsibilities.

Section 7. The Declarant herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself. In addition, nothing contained in this Declaration shall be deemed to be a representation by Declarant with regard to the requirements of any governmental authority and it shall be the duty of each Owner to comply with any such requirements in addition to the provisions of this Declaration.

Section 8. In the event that any of the provisions hereunder 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 provisions shall be fully effective for said reduced period of time.

Section 9. All covenants, conditions, limitations, restrictions, easements, and affirmative obligation set forth in this declaration shall be binding on the owners of the lots, and their respective heirs, successors and assigns and run with the land.

Section 10. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 11. The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical

errors in the Declaration.

(b) To correct grammar spelling, capitalization and other matter of syntax.

All other amendments to this Declaration shall require an affirmative vote of at least sixty-six (66%) percent of the lot and condominium Owners and the vote of the Declarant, its successors, and assigns.

ARTICLE IX

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Covenants, Conditions and Restrictions of Pelican Bay Subdivision and Property Owners Association are to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by sixty-six (66%) percent of majority of the then Owners of the lots and condominiums, and the Declarant and has been recorded agreeing to change said Declaration in whole or in part.

ARTICLE X

PELICAN BAY PROPERTY OWNERS' ASSOCIATION, INC.

The Articles of Incorporation for Pelican Bay Property Owners' Association, Inc., a South Carolina corporation, are attached hereto as Exhibits A and B. The By-Laws of Pelican Bay Property Owners' Association, Inc. are attached hereto as Exhibit C.

IN WITNESS WHEREOF, the Declarant has caused this Declaration Protective, Covenants, Restrictions and Easements, Charges and Liens for Pelican Bay Subdivision duly executed this 26th day of August, 1997.

CAROLINA LAND SALES, INC

John A. Johnson
John E. Johnson

By *William G. Allen, Jr.*
William G. Allen, Jr.
Its: President

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF HORRY)

I, the undersigned, being a Notary Public for the State of South Carolina, do hereby certify that William G. Allen, Jr. as President of and on behalf of Carolina Land Sales, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26th day of August, 1997.

[Handwritten Signature]
Notary Public for South Carolina

My Commission Expires: *June 16, 1999*

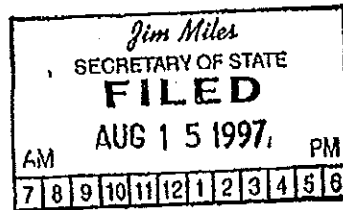
SEAL

SCHEDULE A

All and Singular, all that certain piece, parcel or tract of land situate lying and being in Little River Township, Horry County, South Carolina containing 84.90 acres as shown on a survey entitled "Map of 84.90 Acres of Land, Little River Twp., Horry County, South Carolina, Boundary Survey" prepared for Carolina Land Sales, Inc. by DDC Engineers, Incorporated dated June 26, 1996 and recorded in the public records of Horry County, South Carolina in Plat Book 149 at Page 201.

Together with Grantor's interest in a 60' Right-of-Way as shown on the aforesaid plat and as established by Right-of-Way from International Paper Company unto Denny L. Gore dated May 25, 1983 and recorded June 8, 1983 in Deed Book 799 at Page 847.

LESS AND EXCEPTING: All and Singular all that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina shown on a survey entitled "Pelican Bay Phase I" prepared for Carolina Land Sales, Inc. by DDC Engineers, Inc. dated July 8, 1997, revised July 30, 1997, and further revised August 8, 1997, and recorded in the Office of the R.M.C. for Horry County, South Carolina, in Plat Book 149 at Page 202.



SECRETARY OF STATE

NONPROFIT CORPORATION

ARTICLES OF INCORPORATION

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE.

AUG 15 1997

Jim Miles
SECRETARY OF STATE OF SOUTH CAROLINA

- Instructions:
- (1) Must be typewritten or printed
 - (2) Must file this original and one copy.
 - (3) Must include \$25 fee payable to the Secretary of State.
 - (4) Should your articles be refused, you will receive written notification within five days.

1. The name of this corporation is (33-31-401) _____
Pelican Bay Property Owners' Association, Inc.
2. The initial registered office of the corporation is:
c/o C T Corporation System, 75 Beattie Place, Two Insignia Financial Plaza
 Street Address City County
Greenville, Greenville County
South Carolina 29601
 State, Zip Code
 [The complete address is required by SC Code 33-31-202(a)3]
3. The name of the registered agent at the above office is:
C T Corporation System
4. Check either (a), (b), or (c). Check only one box.
 - The nonprofit corporation is a public benefit corporation.
 - The nonprofit corporation is a religious corporation.
 - The nonprofit corporation is a mutual benefit corporation.
5. Check (a) or (b), whichever is applicable:
 - This corporation will have members who will vote for the board of directors. See Section 33-31-202(a)5.
 - This corporation will not have members.

6. The address of the principal office of the nonprofit corporation is:

c/o C T Corporation System, 75 Beattie Place, Two Insignia Financial Plaza
Street Address

Greenville Greenville South Carolina 29601
City, County, State, Zip Code

[The complete address is required by SC Code 33-31-202(a)7]

7. If the corporation is either public benefit or religious, complete either (a) or (b) below. Do not check both.
[This information is required by 33-31-202(a)6]

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.

Upon dissolution of the corporation, consistent with law, the remaining assets of the corporation shall be distributed to:

8. If the corporation is a mutual benefit corporation, complete either (a) or (b) to describe how the assets of the corporation will be distributed upon dissolution of the corporation.

Upon dissolution of the mutual benefit corporation, the 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.

Upon dissolution of the mutual benefit corporation the assets, consistent with law, shall be distributed to

9. Please include any optional provisions which the nonprofit elects to include in these articles of incorporation. See Section 33-31-202(b) through 33-31-202(e).

N/A

10. The name and address of each incorporator is as follows:

Sarah A. Johnson, P. O. Box 357, Myrtle Beach, South Carolina 29578

[This information is required by SC Code 33-31-202(a)4]

11. Sarah A. Johnson
Incorporator's Signature [33-31-202(d)]
Sarah A. Johnson

Incorporator's Name (typed)

Incorporator's Signature

Incorporator's Name (typed)

12. Signature of any director named in these articles

Director's Name (typed)

Signature of any director named in these articles

Director's Name (typed)

August 14, 1997
Date and Time

EXHIBIT "B".

ARTICLES OF INCORPORATION

OF

PELICAN BAY PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned subscribers, desiring to form a nonprofit corporation under South Carolina statutes, as amended, hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation shall be Pelican Bay Property Owners' Association, Inc. which is hereinafter referred to as the "Association".

ARTICLE II

PURPOSES AND POWERS

The purpose of the Association is the administration, maintenance, management, control and ownership of all Common Areas located, or which may become located within or appurtenant to Pelican Bay Subdivision located in Myrtle Beach, in Horry County, South Carolina.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation. Further, the Association shall have no power to compensate its Directors for their services in that capacity unless such compensation is approved by members holding a majority of the total vote of the Association; provided that any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors and further provided that a Director may be indemnified by the Association as hereinafter provided.

The Association shall have all of the common law and statutory powers of a nonprofit corporation. The Association shall also have all of the powers necessary to implement the purposes of the Association and to provide for the general health and welfare of its membership.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision (the

"Declaration") shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership as set forth in the Declaration, the terms of which are incorporated by this reference.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of the members, and may make provisions for regular and special meetings of the members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if a majority of the members shall be present or if members holding a majority of the total votes of the membership, whether voting individually or by proxy shall be present. Action may be taken by majority vote of those members present at any meeting. So long as a quorum is present at the opening of the meeting, business may be transacted until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum in attendance. Further, at any adjourned meeting at which a quorum is present at the reconvening of such meeting, any business may be transacted which might have been transacted at the original meeting, notwithstanding the withdrawal of enough members to leave less than a quorum in attendance.

Section 4. Principal Office. The initial principal office of the Association shall be located at 1000 29th Avenue North, Myrtle Beach, South Carolina 29577; however, the Association may maintain offices and transact business in such other places within or without the State of South Carolina as may from time to time be designated by the Board of Directors.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist initially of three (3) persons. The Board shall be increased thereafter to five (5) persons as provided in Article III of the By-Laws. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members until qualified successors are duly elected and have taken office, shall be as follows:

1. William G. Allen, Jr. 4334 Columbine Circle
Charlotte, NC 28211

2. Jean K. Allen 4334 Columbine Circle
Charlotte, NC 28211

3. Rita Collins 4334 Columbine Circle
Charlotte, NC 28211

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, and for directors appointed by Declarant, directors shall be elected by a plurality vote of the Members as provided by the By-Laws of the Association. The By-Laws may provide for the method of voting in the election and for removal from office of directors. After Declarant gives up control of the Association, all directors shall be owners of Lots in PelicanSubdivision or shall be authorized representatives, officers, or employees of corporate members of the Association. Notwithstanding anything in the By-Laws, the Declaration, or herein to the contrary, in no event shall cumulative voting for the purpose of electing directors be authorized.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office for such periods of time as are set out in the By-Laws.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Required. The Association shall have a President, a Vice President, and a Secretary/Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one year or until qualified successors are

duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	William G. Allen, Jr.	4334 Columbine Circle Charlotte, NC 28211
Vice President	Jean K. Allen	4334 Columbine Circle Charlotte, NC 28211
Secretary/Treasurer	Rita Collins	4334 Columbine Circle Charlotte, NC 28211

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors by majority vote.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the said Declaration the said Declaration shall control.

ARTICLE IX..

SUBSCRIBERS

The names and addresses of the subscriber to these Articles of Incorporation are:

William G. Allen, Jr. 4334 Columbine Circle
Charlotte, NC 28211

ARTICLE X

INDEMNIFICATION

The Association shall indemnify any person who is made a party or is threatened to be made a party to any claim, suit, proceeding or liability by reason of the fact that he is or was a director, officer, employee, agent or representative of the Association to the fullest extent permitted by law, and the Association may advance expenses to any such person to the fullest extent permitted by law. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this 26th day of August, 1997.

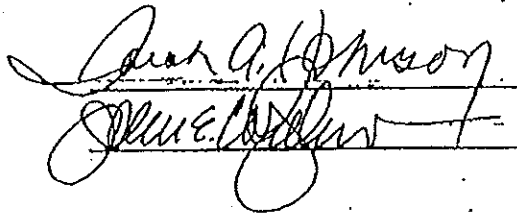
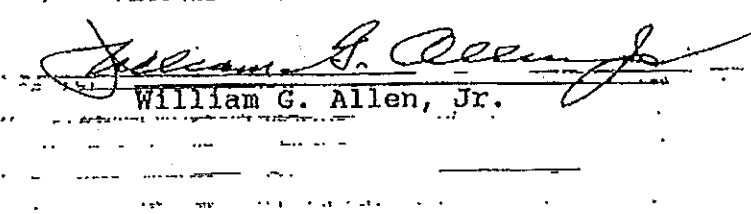


William G. Allen, Jr.

EXHIBIT "C"

BY-LAWS

OF

PELICAN BAY PROPERTY OWNERS' ASSOCIATION, INC.

Article I

Name, Principal Office and Definitions

Section 1. Name. The name of the Association shall be Pelican Bay Property Owners' Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association shall be located in Myrtle Beach, County of Horry in the State of South Carolina. The Association may have such other offices as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated August 26, 1997 to which these By-Laws are attached as an exhibit, as the same may be amended, renewed or extended from time to time, (hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. The classes of membership shall be as follows:

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

Class B. The sole Class B member shall be the Declarant. The Class B member shall be entitled to vote ten (10) votes for each lot owned. The Class B membership shall cease and become converted to Class A membership upon the conveyance to Lot Owners of 90% of all Lots subject to the Declaration. In

addition, Declarant may terminate the Class B membership upon written notice to the Association.

When a purchaser of an individual Lot or Lots takes title thereto from the Declarant, he automatically becomes a Class A member.

Section 2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within The Properties or as convenient thereto as possible and practical.

Section 3. Annual Meeting. The first meeting of the membership, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no more than one hundred twenty (120) days and no less than ninety (90) days before the close of the Association's next calendar year following the fiscal year of the Association's first meeting. Subsequent regular annual meetings of the membership shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meetings shall be held at a date and time as set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meeting. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting. Such notice shall be by or at the direction of the President or the Secretary.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting

of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member 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 waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration and as set forth herein, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Members may vote in person or by proxy.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners or other groups as the context may indicate, totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing a majority of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. So long as a quorum is present at the opening of the meeting, business may be transacted until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum in attendance. Further, at any adjourned meeting at which a quorum is present at the reconvening of such meeting, any business may be transacted which might have been transacted at the original meeting notwithstanding the withdrawal of enough members to leave less than a quorum in attendance.

Section 12. Conduct of Meeting. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

EXHIBIT "C"

BY-LAWS

OF

PELICAN BAY PROPERTY OWNERS' ASSOCIATION, INC.

Article I

Name, Principal Office and Definitions

Section 1. Name. The name of the Association shall be Pelican Bay Property Owners' Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association shall be located in Myrtle Beach, County of Horry in the State of South Carolina. The Association may have such other offices as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated August 26, 1997 to which these By-Laws are attached as an exhibit, as the same may be amended, renewed or extended from time to time, (hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. The classes of membership shall be as follows:

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

Class B. The sole Class B member shall be the Declarant. The Class B member shall be entitled to vote ten (10) votes for each lot owned. The Class B membership shall cease and become converted to Class A membership upon the conveyance to Lot Owners of 90% of all Lots subject to the Declaration. In

addition, Declarant may terminate the Class B membership upon written notice to the Association.

When a purchaser of an individual Lot or Lots takes title thereto from the Declarant, he automatically becomes a Class A member.

Section 2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either within The Properties or as convenient thereto as possible and practical.

Section 3. Annual Meeting. The first meeting of the membership, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no more than one hundred twenty (120) days and no less than ninety (90) days before the close of the Association's next calendar year following the fiscal year of the Association's first meeting. Subsequent regular annual meetings of the membership shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meetings shall be held at a date and time as set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meeting. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting. Such notice shall be by or at the direction of the President or the Secretary.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting

of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member 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 waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration and as set forth herein, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Members may vote in person or by proxy.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners or other groups as the context may indicate, totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing a majority of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. So long as a quorum is present at the opening of the meeting, business may be transacted until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum in attendance. Further, at any adjourned meeting at which a quorum is present at the reconvening of such meeting, any business may be transacted which might have been transacted at the original meeting notwithstanding the withdrawal of enough members to leave less than a quorum in attendance.

Section 12. Conduct of Meeting. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

Article III.
Board of Directors:
Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors each of whom shall have one (1) vote. Except as provided in Section 2 of this Article, the Directors shall be Members. In the case of an Owner which is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a Director.

Section 2. Directors During Class "B" Control. So long as the Class B membership exists, the Declarant shall have the right to select a majority of the Directors in its sole discretion which shall serve at the pleasure of the Class "B" Member until the first annual meeting of the membership following termination of Class B control.

Within one hundred twenty (120) days after the termination of the Class "B" membership, the Class "B" member shall call a meeting, as provided in Article II, Section 4, of these By-Laws for special meetings, to advise the membership of the termination of the Class "B" member's control or, in the alternative, shall notify each member by U. S. Mail that the Class B membership has been terminated.

The Directors selected by the Class "B" member pursuant to this Section need not be Members as provided in Section 1 of this Article.

Section 3. Veto. This Section 3 may not be amended or rescinded without the express, written consent of the Class "B" member, so long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" member shall have a veto power over all actions of the Board and any committee, as is more fully provided in this Section. This veto power shall be exercisable only by the Class "B" member, its successors, and assigns who specifically take this power in a recorded instrument. The veto power shall be as follows:

No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Section B, Paragraphs 2 and 3 of these By-Laws as to regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee, or the Association. The Class "B" member and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "B" member shall have and is hereby granted a veto power over any such action, policy, or program authorized by any committee or the Board of Directors and to be taken by any committee or Board of the Association or any individual member of the Association if Board, committee, or Association approval is necessary for said action.

This veto may be exercised by the Class "B" member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. Any veto shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association.

Section 4. Number of Directors. The number of Directors in the Association shall not be less than three (3) nor more than five (5), as provided below. The initial Board shall consist of the persons as identified in the Articles of Incorporation of the Association.

Section 5. Nomination of Directors. Except with respect to Directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days

prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 6. Election and Term of Office. At the first annual meeting of the membership and at each annual meeting of the membership thereafter, and except for the Directors appointed by Declarant as aforesaid, Directors shall be elected by the Members for terms as outlined below. At the first annual meeting, Directors elected pursuant to this Section, shall be elected to serve for a term of one (1) year. Members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. Directors may be elected to serve any number of consecutive terms. Each member elected thereafter shall be elected for a one (1) year term.

Section 7. Removal of Directors and Vacancies. Any Director of the Association may be removed, with or without cause, by a vote of the Members with a majority vote of the membership. Any Director whose removal is sought will be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected to fill the vacancy by the Members.

Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any Assessment for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor. Any Director appointed by the Board shall serve for the remainder of the term such successor was appointed to fill.

Notwithstanding any of the foregoing, no Director appointed by the Class "B" member may be removed except by the Class "B" member in which case the Class "B" member shall appoint his successor.

Section 8. Voting Procedure for Directors. At any election of Directors to the Board of Directors, each Member may cast, in respect to each vacancy, as many votes as he or she is entitled to exercise under the Declaration and these By-Laws. The candidates receiving the largest number of votes shall be elected. Provided, however, no member may cast more than one (1) vote for any person nominated as a director, it being the intent hereof that voting for Directors shall be noncumulative. Nothing herein shall be deemed to limit any rights of the Class "B" member.

B. Meeting.

Section 1. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Special Meeting. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by a majority of Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given by use of the Director's telephone number or shall be sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into the United States mail at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least three (3) days before the time set for the meeting.

Section 4. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of

Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting until such time and place as they may determine. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members holding a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 7. Conduct of Meeting. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 8. Open Meeting. Subject to the provisions of Section 9 of this Article, all meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time any Member may speak.

Section 9. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration or these By-Laws directed to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making Assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the Annual Assessment; provided, unless otherwise determined by the Board of Directors, the Annual Assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal monthly installments, or as determined by the Board of Directors;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof; --

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting principles;

(m) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the By-Laws, rules governing the Lot, and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 2. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section I of this Article III(c). The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee or penalty on ninety (90) days' or less written notice.

Section 3. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas without the approval of the membership; provided, however, the Board shall obtain Member approval by majority vote for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 4. Enforcement. In addition to any other remedies provided herein or in the Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot(s) of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any Owner of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall be assessed against the Owner. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. The lien provided for herein may be foreclosed in the same manner as mortgages may be foreclosed pursuant to South Carolina law, in addition to any and all other remedies which the Association may have pursuant to applicable law. In addition, the Association may file a notice of lien in the public records of Horry County, South Carolina.

(a) Notice. Prior to imposition of any fine or suspension of use of the Common Areas as set forth hereunder, except if same is based on nonpayment of Assessments or violation of any provision of the Declaration for which a specific remedy is provided in the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, and (ii) the sanction to be imposed.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant

responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV.
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary/Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the office of President.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the membership, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Secretary/Treasurer shall have the responsibility for the preparation of the budget as provided for in the Declaration.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V
Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with South Carolina law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of South Carolina law, the Declaration and these By-Laws, the provisions of South Carolina law, the Declaration and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:


(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. Prior to the conveyance of the first Lot, Declarant may unilaterally amend these By-Laws. Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote (in person or by alternate) or written consent of Members representing sixty-six (66%) percent of the total votes of the Association, including sixty-six (66%) percent of the votes of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Horry County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration this 26th day of August, 1997.

PELICAN BAY PROPERTY OWNERS'
ASSOCIATION, INC.

BY: 
William G. Allen, Jr.
Its: President

BOOK 1968 PAGE 1258

1258

1998

2060/636

667017

FILED
Horry County
STATE OF SOUTH CAROLINA)
98 AUG -3 PM 12:37
COUNTY OF HORRY)
REGISTER OF DEEDS

FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
PELICAN BAY SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR PELICAN BAY SUBDIVISION
is made and entered into as of this 13 day of July, 1998 by Carolina Land Sales, Inc., a North
Carolina Corporation, qualified in the State of South Carolina, herein after referred to as the
"Declarant".

WITNESSETH:

WHEREAS, Declarant filed Declaration of Protective Covenants, Restrictions, Easements,
Charges And Liens For Pelican Bay Subdivision dated August 26, 1997, recorded August 27, 1997,
in Decd Book 1968 at Page 1209, records of Horry County, South Carolina; and

WHEREAS, pursuant to Article VI Section 2 additional property may be brought within the
scheme of these restrictions and the declaration and jurisdiction of the Association; and

WHEREAS, it is the desire of the Declarant to subject the property which is described on
Exhibit "A" incorporated herewith by reference into the scheme of these restrictions and declaration
and within the jurisdiction of the Association.

NOW THEREFORE, Carolina Land Sales, Inc., hereby publishes and declares that the
Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay
Subdivision is amended by the inclusion of those certain parcels described herein on Exhibit "A".

Except as herein amended, all other provisions of the Declaration of Protective Covenants,
Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision, are herewith ratified
affirmed and shall remain unchanged, in full force and affect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment of the Declaration
of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision
as of the day and year first above written.

WITNESSES

[Handwritten signatures]

Teronica Thomas

CAROLINA LAND SALES, INC.

By: *[Handwritten signature]*
William G. Allen, Jr.,
Its: President

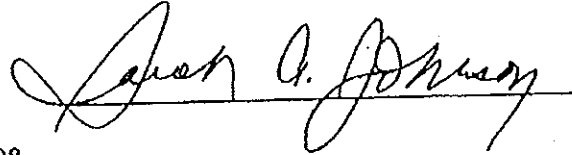
RETURN TO
BELLAMY, RUTENBERG, COPELAND
EPPS, GRAVELY & BOWERS, P.A. SPLIT FROM
POST OFFICE BOX 357
MYRTLE BEACH, S. C. 29578
(803) 448-2400
HORRY COUNTY ASSESSOR
NEW PARCEL 143-17-01-026 & 027
143-17-01-026
Map Blk Parcel BOOK 2060 PAGE 635
8-4-98

636

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named, Carolina Land Sales, Inc., by William G. Allen, Jr., its authorized signature, Sign, Seal and as its Act and Deed Deliver the within written document; and s/he with Veronica Thomas witnessed the execution thereof.



SWORN to before me this 13 day of July, 1998.

Veronica Thomas
Notary Public for South Carolina
My Commission Expires 1/9/08

Exhibit "A"

All and Singular all that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina shown as Lots 26 and 27 Pelican Bay Phase I on a survey entitled "Lots 26 & 27, Pelican Bay - Phase I" prepared for Carolina Land Sales, Inc., by DDC Engineers, Inc. dated July 22, 1998, and recorded in the Office of the R.M.C. for Horry County, South Carolina in Plat Book 156 at Page 230.

This is the identical property conveyed unto the Grantor by Deed from Denny L. Gore dated August 26, 1997 and recorded in the Office of the R.M.C. for Horry County, South Carolina in Deed Book 1968 at Page 1259.

143957

FILED
HORRY COUNTY
2002 JAN -8 AM 10:27

R.M.C.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
SUPPLEMENTARY DECLARATION
OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR PELICAN
BAY SUBDIVISION

SECOND AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR PELICAN BAY
SUBDIVISION DATED AUGUST 26, 1997 AND RECORDED AUGUST 27, 1997 IN
DEED BOOK 1968 AT PAGE 1209, RECORDS OF HORRY COUNTY.

ORIGINAL

Pursuant to the terms and conditions to the aforesaid Declaration and related documents Carolina Land Sales, Inc., a North Carolina Corporation herein and hereby amends the said Declaration and related documents as set out herein for the purpose of bringing additional property under the restrictions and the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision.

Therefore, Carolina Land Sales, Inc., having its principal office at Charlotte, North Carolina hereinafter referred to as the Declarant, as the sole owner in fee simple of the land and improvements hereinafter described does hereby make, declare and publish its intention and desire to submit and does hereby submit the additional property and buildings hereinbelow described, together with all other improvements thereon, including all easements, rights and appurtenances thereto belonging to a subdivision known as Pelican Bay Subdivision as provided for in the Declaration dated August 26, 1997 and recorded August 27, 1997 in Deed Book 1968 at Page 1209, records of Horry County. Except as otherwise defined in this Supplementary Declaration, all capitalized terms ascribed to them in the Declaration.

1. ARTICLE I, DEFINITIONS "Property" is hereby amended to add thereto the following described additional land and shall read as follows:

"Property" shall mean and refer to that certain property shown on plat recorded in Plat Book 149 at Page 202 and in Plat Book 176 at Pages 18, 18A and 18B recorded in the Office of the Register of Deeds for Horry County, South Carolina and any additional property which Declarant may make a part of this subdivision, as provided for in this Supplementary Declaration. The terms "Property", "Subdivision" and "Pelican Bay" are interchangeable.

2441-2 100

2. ARTICLE VI, PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION AND ADDITIONS THERETO, Section 1. Existing Property is hereby amended to add thereto the following:

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration irrespective of whether there may be additions thereto as hereinafter provided, is located in Horry County, South Carolina and is shown on maps recorded in Plat Book 149 at Page 202 and Plat Book 176 at Pages 18, 18A and 18B in the Office of the Register of Deeds for Horry County, South Carolina.

NOW THEREFORE, Carolina Land Sales, Inc. hereby publishes and declares that the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision is amended by the inclusion of those certain parcels described herein. Except as herein amended all other provisions of the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision are herewith ratified, affirmed and shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision as of this 4th day of January, 2002.

Victoria J. Allen
Witness #1

Nancy Morrison
Notary sign/as Witness #2

CAROLINA LAND SALES, INC.

William G. Allen, Jr.
By: William G. Allen, Jr.
Its: President

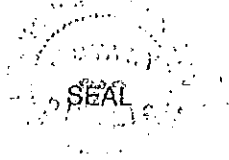
STATE OF North Carolina)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I, the undersigned, being a Notary Public for the State of North Carolina, do hereby certify that William G. Allen, Jr. as President of and on behalf of Carolina Land Sales, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Nancy J. Monion
Notary Public for North Carolina

My Commission Expires: 9/24/05



[Handwritten initials]

(3rd Amendment) (2002)

2510/680
395738

FILED
HORRY COUNTY

AUG 19 PM 3:16

R.M.C.

STATE OF SOUTH CAROLINA) AMENDMENT TO DECLARATION OF PROTECTIVE
) COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES
) AND LIENS FOR PELICAN BAY SUBDIVISION
)
 COUNTY OF HORRY) WAIVER OF 75 FOOT SETBACK REQUIREMENT
) PELICAN BAY, LOT 33, ANCHOR ROAD

WHEREAS, Carolina Land Sales, Inc., a North Carolina Corporation, did impose certain restrictions and protective covenants on that subdivision property generally known as Pelican Bay Subdivision, by that certain Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens, for Pelican Bay Subdivision, dated August 27, 1997, and recorded in the records of Horry County, South Carolina, in Deed Book 1968 at Page 1209, and any modifications and amendments thereto;

WHEREAS, by General Use Restrictions, Paragraph 3, Article VII, of the aforesaid Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens, for Pelican Bay Subdivision, the Declarant did reserve unto itself, and its successors and assigns, as developer, the right to approve deviations from the setback lines;

WHEREAS, the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens, for Pelican Bay Subdivision, dated August 27, 1997, requires a setback line for all improvements to be 75 feet from any existing or newly constructed road;

WHEREAS, the 75 foot setback line to the existing road is interfering with the construction of a home, on Lot 33, in a manner that would allow the home to be in line with other homes constructed on Anchor Drive, Little River, South Carolina, 29566; and

WHEREAS, the Declarant desires to amend and adjust the 75 foot setback line on Lot 33, Anchor Drive, Little River, South Carolina, 29566, to allow construction of a home that would be in line with other homes constructed on said street which said homes are 75 feet from the each lot's street front.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Carolina Land Sales, Inc., a North Carolina corporation, does hereby amend and adjust the 75 foot setback line on only Lot 33, Anchor Drive, Little River, South Carolina 29566, as shown on Exhibit "A" attached hereto and incorporated herein by reference. The setback line is amended so that the front yard setback line for Lot 33 shall be approximately 24 feet from the nearest point of the cul-de-sac line so that the construction of a home on Lot 33, Anchor Drive, Little River, South Carolina will be in conformance with the other houses on the street as previously mentioned.

Said amendment, however, does not provide purchaser with a waiver to violate any Horry County or other governmental regulation, restriction, and/or ordinance establishing setbacks or setback related requirements for the construction of improvements.

2510
680

IN WITNESS WHEREOF, Carolina Land Sales, Inc., a North Carolina corporation, has executed this modification of the 75 Foot setback from the street front for Lot 33 Anchor Road Pelican Bay Subdivision Little River, South Carolina the day and year shown below.

Aug
July 15, 2002

WITNESS

CAROLINA LAND SALES, INC

Lugh Loft
Delma Branch

Annela Fullen
By: _____
His: President

STATE OF SOUTH CAROLINA)

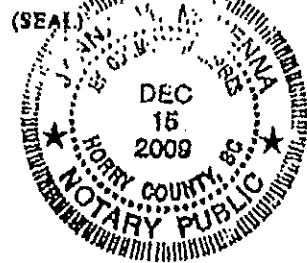
ACKNOWLEDGMENT

COUNTY OF Horry)

(Under SC Code §30-3-30 (C))

I, a Notary Public for South Carolina do hereby certify that Annela Fullen, President of Carolina Land Sales, Inc., personally appeared before me, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 15 day of August, 2002.



Annela Fullen
Notary Public for South Carolina
My Commission Expires: 12/15/2009

681

(4th Amendment)

Instrument#: 2007000114419, DEED BK: 3267 PG: 1920 DOCTYPE: 069 08/08/2007 at 03:29:55 PM, 1 OF 3 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number correct
1431701001-089

554609

★ Re-Record to correct page number of Declaration referenced below.

FILED
HORRY COUNTY, S.C.
2006 NOV 21 PM 2:21/
BALLERY V. SKIPPER
REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
PELICAN BAY SUBDIVISION

This Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision, recorded in Deed Book 1968 at Page 1920, in the Office of the ROD for Horry County, SC (hereinafter referred to as "Covenants"), is made this 20th day of November, 2006, by Angela C. Fellenz, as Declarant, (hereinafter referred to as Declarant) for Pelican Bay Subdivision;

WHEREAS, Declarant desires to amend the Covenants and add certain property thereto;

NOW THEREFORE, for and in consideration of the premises recited above, Declarant hereby covenants and agrees as follows:

I.
LEGAL DESCRIPTION

The land (hereinafter referred to as "Property") which is hereby submitted to the Covenants is described as Exhibit "A" attached hereto and made a part hereof by reference.

In witness whereof, the Declarant has executed this Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision this 20th day of November, 2006.

Signed, sealed and delivered in the presence of:

Witness
[Signature]
Witness
[Signature]

[Signature]
Angela C. Fellenz

Poor Quality Due to
Condition of Original.
Ballery V. Skipper, RMO

Do
3192-1034-

State of South Carolina)
County of Horry)

Personally appeared before me the undersigned witness and made oath that s/he saw Angela C. Fellenz sign, seal, and as her Act and Deed, deliver the within-written Amendment to the Declaration of Protective Covenants, Restrictions, Basements, Charges and Liens for Pelican Bay Subdivision, with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this 17 day of November, 2006

[Signature]
Notary Public for South Carolina
My Commission Expires: 11/14

[Signature]
1st Witness from previous page

In witness whereof, CDF Developers, LLC, Owner of property described on Exhibit "A", hereby consents to the above submission of Property this 20th day of November, 2006.

[Signature]
Witness

CDF Developers, LLC
BY: [Signature]
Christopher J. Figura, Managing Member

[Signature]
Witness

State of South Carolina)
County of Horry)

Personally appeared before me the undersigned witness and made oath that s/he saw CDF Developers, LLC, by their duly authorized officers sign, seal, and as its Act and Deed, deliver the within-written Amendment to the Declaration of Protective Covenants, Restrictions, Basements, Charges and Liens for Pelican Bay Subdivision, with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this 20th day of November, 2006

[Signature]
Notary Public for South Carolina
My Commission Expires: 11/14

[Signature]
1st Witness from previous page

AMY M. SIKORA
Notary Public, South Carolina
My Commission Expires
November 23, 2014

Poor Quality Due To
Condition of Original.
Ballery V. Skipper, RMO

EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate, lying and being in Horry County, South Carolina, and being shown and designated as **Parcel 1**, containing 20.68 acres, more or less, prepared for Carolina Land Sales, Inc., by DDC Engineers, Inc., dated November 23, 1998, and recorded in the Office of the ROD for Horry County on December 22, 1998, in Plat Book 159 at page 229, reference to which is craved as forming a part and parcel hereof.

TOGETHER with all the grantor's right, title and interest in and to all access easements as shown upon the above referenced map and maps of Pelican Bay Subdivision.



Poor Quality Due To
Condition of Original.
Ballery V. Skipper, RMC

193-17-01-001 thru 052
Map 22 Parcel 11-22,000

STATE OF SOUTH CAROLINA)	FIFTH AMENDMENT
)	TO DECLARATION OF
COUNTY OF HORRY)	PROTECTIVE COVENANTS,
)	RESTRICTIONS, EASEMENTS,
)	CHARGES AND LIENS FOR
)	PELICAN BAY SUBDIVISION

WHEREAS, Pelican Bay Property Owners' Association, Inc., recorded that certain Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens on August 27, 1997, in Deed Book 1968 at Page 1209, Horry County records (the "Declaration"); and

WHEREAS, a First Amendment to the Declaration was filed on August 4, 1998, in Deed Book 2060 at Page 636, Horry County records, wherein Lots 26 and 27 Pelican Bay Phase I were brought within the scheme of the said restrictions and the declaration and jurisdiction of the Association;

WHEREAS, a Second Amendment to the Declaration was filed on January 8, 2002, in Deed Book 2441 at Page 742, Horry County records, wherein the property shown on maps recorded in Plat Book 149 at Page 202 and Plat Book 176 at Pages 18, 18A, and 18B in Horry County records shall be held, transferred, sold, conveyed, and occupied as subject to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision;

WHEREAS, an Amendment (Third) to the Declaration was filed on August 19, 2001, in Deed Book 2510, at page 680, Horry County records, wherein the 75 foot setback requirement is amended so that the front yard setback line for Lot 33 shall be approximately 24 feet from the nearest point of the cul-de-sac line, for construction purposes;

WHEREAS, an Amendment (Fourth) to the Declaration was filed on November 21, 2006, in Deed Book 3192 at Page 1034, Horry County records, wherein Parcel 1, containing 20.68 acres, more or less, is added to the Pelican Bay Subdivision and subject to the Declaration and Restrictions;

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 Pelican Bay Property Owners' Association hereby declarers and agrees that there was an affirmative vote of at least 66% of the lot owners and Declarant on March 13, 2010 as referred to in the Approved Minutes of The Board of Directors for April 3, 2010, and said Declaration shall be amended as follows:

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration, and 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 provision expressly amended as set forth herein and shall be and hereby is, binding upon the Property

Instrument#: 2012000113243, DEED BK:
 3610 PG: 2835 DOCTYPE: 069 10/01/2012
 at 01:58:07 PM, 1 OF 3 BALLERY V.
 SKIPPER, HORRY COUNTY, SC
 REGISTRAR OF DEEDS

described in Exhibit "A" attached to Declaration and all present and future Owners, their mortgages 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. **ARTICLE III Section 3. Board of Directors** shall be amended to show that there shall be five (5) members of the Board to serve and not three (3) members.
2. **ARTICLE V: ARCHITECTURAL CONTROL:** Paragraph (a) shall be amended to include the following language at the end of paragraph (a).

Within the full scope of design and location of the houses and other improvements to be constructed, erected, placed or installed upon lots in the Subdivision, the Committee shall have the authority to grant, by majority vote, a variance to any Covenant restriction pertaining to the control, design, and location of the houses and other improvements to be constructed, erected, placed or installed (hereinafter "improvements") upon the lots in the Subdivision in order to avoid placing an undue burden on any homeowner. Any request for variance shall be submitted to the Committee in writing, the following factors will be weighed heavily in considering whether a variance is needed:

1. The requested variance would not negatively affect the overall purpose of the guidelines or covenants
2. The property, because of size, shape, location, or topography creates extreme circumstances.
3. The owner would suffer hardship unnecessarily from the guidelines or covenants.

It will be necessary for (3) members of the Committee to make an on-site inspection with the owner.

The decision of the Committee to reject a request for variance may be appealed to the Board of Directors. It will require a majority vote of the full Board of Directors to overturn a rejected variance request by the Committee.

Paragraph (b) shall be amended to read as follows:

The Committee shall consist of five (5) persons elected by a majority vote of the Board of Directors, provided however, the Declarant, its successors or assigns shall be entitled to one Committee member until all of the lots in the Subdivision have been sold.

IN WITNESS WHEREOF, Pelican Bay Property Owners' Association, by its duly authorized President, has executed this Fifth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision this 26th day of September, 2012.

M. E. Byrde
WITNESS

[Signature]
WITNESS

Pelican Bay Property Owners' Association

By: Elizabeth Costner
Elizabeth Costner
President

SWORN to before me this
26th day of September, 2012.

[Signature]
Notary Public for S.C.

My Commission Expires: 9-2-2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
)
)

SIXTH AMENDMENT
TO DECLARATION OF
PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR
PELICAN BAY SUBDIVISION

WHEREAS, Pelican Bay Property Owners' Association, Inc., recorded that certain Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens on August 27, 1997, in Deed Book 1968 at Page 1209, Horry County records (the "Declaration"); and

WHEREAS, a First Amendment to the Declaration was filed on August 4, 1998, in Deed Book 2060 at Page 636, Horry County records, wherein Lots 26 and 27 Pelican Bay Phase I were brought within the scheme of the said restrictions and the declaration and jurisdiction of the Association;

WHEREAS, a Second Amendment to the Declaration was filed on January 8, 2002, in Deed Book 2441 at Page 742, Horry County records, wherein the property shown on maps recorded in Plat Book 149 at Page 202 and Plat Book 176 at Pages 18, 18A, and 18B in Horry County records shall be held, transferred, sold, conveyed, and occupied as subject to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision;

WHEREAS, an Amendment (Third) to the Declaration was filed on August 19, 2001, in Deed Book 2510, at page 680, Horry County records, wherein the 75 foot setback requirement is amended so that the front yard setback line for Lot 33 shall be approximately 24 feet from the nearest point of the cul-de-sac line, for construction purposes;

WHEREAS, an Amendment (Fourth) to the Declaration was filed on November 21, 2006, in Deed Book 3192 at Page 1034, Horry County records, wherein Parcel 1, containing 20.68 acres, more or less, is added to the Pelican Bay Subdivision and subject to the Declaration and Restrictions;

WHEREAS, a Fifth Amendment to the Declaration was filed on 10/01, 2012, in Deed Book 3610 at Page 2835, Horry County records, wherein Article III Section 3, and Article V Paragraph (a) and (b) were amended;

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 Pelican Bay Property Owners' Association hereby declares and agrees that there was an affirmative vote of at least 66% of the lot owners and Declarant on September 21, 2012, and said Declaration shall be amended as follows:

Instrument#: 2012000113245, DEED BK:
3610 PG: 2838 DOCTYPE: 069 10/01/2012
at 02:00:00 PM, 1 OF 3 BALLERY V.
SKIPPER, HORRY COUNTY, SC
REGISTRAR OF DEEDS

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration, and 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 provision expressly amended as set forth herein and shall be and hereby is, binding upon the Property described in Exhibit "A" attached to Declaration and all present and future Owners, their mortgages and lien holders. It is further agreed that this document shall and does hereby constitute the Sixth Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.
2. This Sixth 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. **ARTICLE VI: Section (2)(a)** Shall be amended to read as follows:

(a) Additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the properties by Declarant and brought within the scheme of these Restrictions and Declaration and with the jurisdiction of the Association, in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twelve (12) years after the date of this instrument. Beyond the twelve (12) year period after the date of this instrument, additional land within the area described in the metes and bounds description attached hereto as Schedule A and incorporated herein by reference may be annexed to the properties by the current Board of Directors and brought within the scheme of these Restrictions and Declaration and within the jurisdiction of the Association, in future stages of development by a majority vote of the current Board of Directors.

Section (2)(b) Shall be amended to read as follows:

(b) Additional residential property and common area, consisting of not more than 200 acres, outside of the area described in the aforementioned Schedule A may be annexed to the properties and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in future states of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twelve (12) years after the date of this instrument. Beyond the twelve (12) year period after the date of this instrument, additional residential property and common area, consisting of not more than 200 acres, outside of the area described in the aforementioned Schedule A may be annexed to the propertied and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in future state of development.

IN WITNESS WHEREOF, Pelican Bay Property Owners' Association, by its duly authorized President, has executed this Sixth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision this 26th day of September, 2012.

Miranda Bynard
WITNESS

Pelican Bay Property Owners' Association

[Signature]
WITNESS

By: Elizabeth Costner
Elizabeth Costner
President

SWORN to before me this 26th day of September, 2012.

[Signature]
Notary Public for SC.
My Commission Expires: 9-2-2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
)
)
)
)

SUPPLEMENTARY
DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND
LIENS FOR PELICAN BAY
SUBDIVISION

THIS SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR PELICAN BAY SUBDIVISION ("Supplemental Declaration") is made as of this 15th day of October, 2012, by **CDF DEVELOPERS, LLC**, a Pennsylvania limited liability company (the "Declarant") and by **PELICAN BAY PROPERTY OWNERS ASSOCIATION**, a South Carolina nonprofit corporation and successor-in-interest to Pelican Bay Property Owners' Association, Inc. (the "Association").

WHEREAS, Carolina Land Sales, Inc. ("Original Declarant") recorded that certain Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision on August 27, 1997, in Deed Book 1968 at Page 1209, Horry County records (the "Original Declaration"); and

WHEREAS, the Original Declaration was amended by that First Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision (the "First Amendment") filed on August 3, 1998, in Deed Book 2060 at Page 636, Horry County records, wherein Lots 26 and 27 Pelican Bay Phase I were brought within and made subject to the Declaration;

WHEREAS, the Original Declaration was further amended by that Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision (the "Second Amendment") filed on January 8, 2002, in Deed Book 2441 at Page 742, Horry County records, wherein the property shown on maps recorded in Plat Book 149 at Page 202 and Plat Book 176 at Pages 18, 18A, and 18B in Horry County records was brought within and made subject to the Declaration;

WHEREAS, the Original Declaration was further amended by that Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision (the "Third Amendment") filed on August 19, 2001, in Deed Book 2510, at page 680, Horry County records, wherein the 75 foot setback requirement was amended so that the front yard setback line for Lot 33 is now approximately 24 feet from the nearest point of the cul-de-sac line, for construction purposes;

WHEREAS, the Original Declaration was further amended by that Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision (the "Fourth Amendment") filed on November 21, 2006, in Deed Book 3192 at Page 1034, Horry County records, wherein Parcel 1, containing 20.68 acres, more or less, was brought within and made subject to the Declaration;

WHEREAS, the Original Declaration was further amended by that Fifth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay

Subdivision (the "Fifth Amendment") filed on October 1, 2012, in Deed Book 3610 at Page 2835, Horry County records, wherein Article III Section 3, and Article V Paragraph (a) and (b) were amended;

WHEREAS, the Original Declaration was further amended by that Sixth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision (the "Sixth Amendment") filed on October 1, 2012, in Deed Book 3610 at Page 2838, Horry County records, wherein Section (2)(a) and (2)(b) of Article VI were amended;

WHEREAS, the rights and obligations of the Original Declarant under the Declaration (as defined below) were assigned to Angela C. Fellenz in and by that Deed from Original Declarant filed on June 28, 2002, in Deed Book 2494 at Page 1006, Horry County records and further assigned by such assignee to Declarant in and by that Deed to Real Estate filed on January 11, 2007 in Deed Book 3212 at Page 1005, Horry County records;

WHEREAS, the Declarant owns the following property which comprises a portion of the land described in Schedule A of the Declaration (as hereinafter described, the "Phase 2B Property"):

All and Singular, all that certain piece, parcel, or tract of land situate, lying and being in Horry County, South Carolina and being shown and designated as "Parcel 2" containing 18.98 acres, more or less, prepared for Carolina Land Sales, Inc. by DDC Engineers, Inc. dated November 23, 1998 and recorded in the Office of the ROD for Horry County on December 22, 1998 in Plat Book 159 at Page 229, reference to which is craved as forming a part and parcel hereof.

WHEREAS, the Declarant desires to bring the Phase 2B Property within, and make subject to, the Declaration;

WHEREAS, Section 2(a) of ARTICLE VI of the Original Declaration, as amended by the Sixth Amendment, provides that the Association may bring all or a portion of that property described in Schedule A of the Declaration within, and make subject to, the Declaration with the approval of the board of directors of the Association (the "Board of Directors") by majority vote; and

WHEREAS, the Declarant, and the Board of Directors by majority vote, have approved the submittal of the Phase 2B Property to the Declaration and wish to file this Supplement Declaration to provide record notice of such annexation and submittal of the Phase 2B Property to the protective covenants, restrictions, easements, charges, liens and other terms of the Declaration.

NOW, THEREFORE, the Association and Declarant do hereby make, declare and publish their intention and desire to submit and do hereby submit the Phase 2B Property, together with all improvements thereon, and all easements, rights and appurtenances thereunto, to the Declaration so as to become part of the Pelican Bay Subdivision in accordance with the following terms:

1. The term "Declaration" as used in this Supplemental Declaration and in the Original Declaration and all amendments thereto, shall mean the Original Declaration as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Supplemental Declaration.

2. ARTICLE I DEFINITIONS: The defined term "Property" as set forth in ARTICLE I DEFINITIONS of the Declaration is hereby amended to add and include the Phase 2B Property within the meaning of such defined term. The definition of "Property" under the Declaration is hereby amended and fully restated as follows:

"Property" shall mean and refer to the following property: (i) that certain property shown on that plat recorded in the Horry County records in Plat Book 149 at Page 202 as further described in the Original Declaration; (ii) Lots 26 and 27 as further described in the First Amendment; (iii) that certain property shown on that plat recorded in the Horry County records in Plat Book 149 at Page 202 and in Plat Book 176 at Pages 18, 18A, and 18B as further described in the Second Amendment; (iv) that certain property consisting of approximately 20.68 acres and shown as Parcel 1 on that plat recorded in the Horry County records in Plat Book 159 at Page 229 as further described in the Fourth Amendment; (v) the Phase 2B Property as defined and further described in this Supplemental Declaration; and (vi) any additional property the Association may make a part of the Pelican Bay Subdivision in accordance with the Declaration including those amendments set forth in the Fifth Amendment. The terms "Property", "Subdivision" and "Pelican Bay" are interchangeable.

3. ARTICLE VI PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION AND ADDITIONS THERETO, Section 1. Existing Property: Section 1 of ARTICLE VI of the Declaration is hereby amended to add and include the Phase 2B Property within the described Existing Property. Section 1 of ARTICLE VI of the Declaration is hereby amended and fully restated as follows:

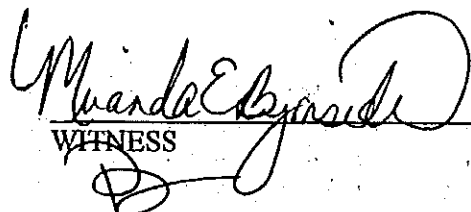
Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration irrespective of whether there may be additions thereto as hereinafter provided, is located in Horry County, South Carolina and includes all of the "Property" described and defined in the Declaration as such term has been amended and fully restated in this Supplemental Declaration.

4. The recitals and defined terms set forth at the top of this Supplemental Declaration are fully incorporated herein and made a part of this Supplemental Declaration. All capitalized terms not defined in this Supplemental Declaration shall have the meanings ascribed to them in the Original Declaration as previously amended. The term "Horry County records" shall mean the official land records kept in the office of the Register of Deeds for Horry County, South Carolina.
5. Except as specifically amended by this Supplemental Declaration, all other provisions of the Original Declaration, as previously amended by those amendments described herein, are hereby ratified, affirmed and shall remain unchanged and in full force and effect.


(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)
(SIGNATURE LINE FOLLOWS)

IN WITNESS WHEREOF, Pelican Bay Property Owners Association, as successor in interest to Pelican Bay Property Owners' Association, Inc. by its duly authorized President, has executed this Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision as of the date set forth above.

PELICAN BAY PROPERTY OWNERS ASSOCIATION, successor in interest to Pelican Bay Property Owners' Association, Inc.

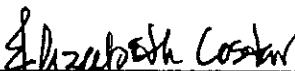


WITNESS

By: 
Elizabeth Costner
Its: President

WITNESS

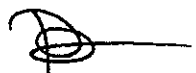
OFFICER'S CERTIFICATE: I, Elizabeth Costner hereby certify and affirm as of the date of this instrument that I am the duly elected President of Pelican Bay Property Owners Association, the successor in interest to Pelican Bay Property Owners' Association, Inc., and that the filing of this Supplemental Declaration in the Horry County records and the actions taken by the Association herein have been fully approved and authorized by the Board of Directors in accordance with the terms and conditions of the Declaration, the articles and bylaws of the Association, and such other applicable governing documents.


Elizabeth Costner

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

ACKNOWLEDGMENT

Before me, Patricia Annette Damore, a Notary Public for South Carolina, the foregoing instrument was acknowledged this 15th day of October, 2012, by Elizabeth Costner on behalf of herself individually, and as the President of PELICAN BAY PROPERTY OWNERS ASSOCIATION, a South Carolina nonprofit corporation and successor in interest to Pelican Bay Property Owners' Association, Inc, on behalf of the nonprofit corporation.


Notary Public for South Carolina
My commission expires: 9-2-2018

IN WITNESS WHEREOF, CDF Developers, LLC, a Pennsylvania limited liability company by its duly authorized Managing Member, has executed this Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision as of the date set forth above.

CDF DEVELOPERS, LLC

By: [Signature]
Christopher J. Figura
Its: Managing Member

[Signature]
WITNESS

[Signature]
WITNESS

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGMENT

Before me, [Signature], a Notary Public for South Carolina, the foregoing instrument was acknowledged this 14 day of October, 2012, by Christopher J. Figura, the Managing Member of CDF DEVELOPERS, LLC, a Pennsylvania limited liability company, on behalf of the company.

[Signature]
Notary Public for South Carolina
My commission expires: 02-04-2018

Prepared by:
Nelson Mullins Riley & Scarborough, LLP
John C. Stewart, Jr., Esquire
Post Office Box 3939
Myrtle Beach, SC 29578

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

KNOW ALL MEN BY THESE PRESENTS, that CDF DEVELOPERS, LLC, a Pennsylvania limited liability company and CDF CONSTRUCTION, LLC, a South Carolina limited liability company (collectively, "Grantors") in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to Grantor in hand paid at and before the sealing of these presents by PELICAN BAY PROPERTY OWNERS ASSOCIATION, a South Carolina nonprofit corporation, ("Grantee"), whose address is to the attention of the Board of Directors, Post Office Box 5607, Ne Myrtle Beach, SC 29597, in the State aforesaid, the receipt and sufficiency of which are her acknowledged, have granted, bargained, sold and released, and by these Presents do grant, barg sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") forth below unto Grantee, subject to the Exceptions, its successors and assigns, the following described property (the "Property"), to wit:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being located in Little River Township, County of Horry, State of South Carolina, and being shown and designated as "PELICAN BAY STREET," "STORMY SEA'S COURT," "SAN MARTIN COURT," "SAN BENITO COURT," all lake easements, lake maintenance easements and other drainage easements on that certain survey entitled "FINAL SUBDIVISION PLAT OF PELICAN BAY PHASE 2A, LITTLE RIVER TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared by The Earthworks Group for CDF Developers, LLC, dated November 10, 2006, and recorded December 4, 2006, in Plat Book 219 at Page 129, in the Office of the Registrar of Deeds for Horry County, South Carolina, said plat being incorporated herein by reference as part of this description.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING

EXCEPTIONS: All covenants, restrictions, easements and rights-of-ways affecting the property, including, without limitation, any and all matters shown on any plats of record, including, but not limited to, the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated August 26, 1997, and recorded August 27, 1997, in Deed Book 1968 at Page 1209, as amended by that certain First Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded August 3, 1998, in Deed Book 2060 at Page 636, as further amended by that certain Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded January 8, 2002, in Deed Book 2441 at Page 742, as further amended by that certain Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded August 19, 2001, in Deed Book 2510 at Page 680, as further amended by that certain Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded November 21, 2006, in Deed Book 3192 at Page 1034, as further amended by that certain Fifth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded October 1, 2012, in Deed Book 3610 at Page 2835, as further amended by that certain Sixth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded October 1, 2012, in Deed Book 3610 at Page 2838, in the Office of the Registrar of Deeds in Horry County, South Carolina, and that certain Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated October 15, 2012, and recorded simultaneously herewith.

DERIVATION: This being a portion of the property conveyed to CDF Construction, LLC by deed of CDF Developers, LLC dated December 29, 2006, and recorded December 29, 2006, in Deed Book 3208 at Page 1935, in the office of the Registrar of Deeds for Horry County, South Carolina. This being a portion of the property conveyed to CDF Developers, LLC by deed of Ervin D. Pruitt dated August 11, 2006, and recorded August 14, 2006, in Deed Book 3142 at Page 1360, in the office of the Registrar of Deeds for Horry County, South Carolina.

DERIVATION: This being a portion of the property conveyed to CDF Developers, LLC by deed of Angela C. Fellenz dated January 5, 2007, and recorded January 11, 2007, in Deed Book 3212 at Page 1005, in the office of the Registrar of Deeds for Horry County, South Carolina.

TOGETHER with, subject to the above Exceptions, all and singular, the Rights, Members,

Hereditaments and Appurtenances to the Property belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular, the Property before mentioned unto Grantee, its successors and assigns forever.

AND Grantors do hereby bind themselves and their successors and assigns, to warrant and forever defend, all and singular the Property, subject to the above Exceptions, unto Grantee, its successors and assigns, against itself and its successors, and against all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its hands and seals this 16th day of October, 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CDF DEVELOPERS, LLC,
a Pennsylvania limited liability company
By: [Signature]
Name: Chris Figura
Its: President
[SEAL]

[Signature]
Witness #1
[Signature]
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Chris Figura, its President of CDF DEVELOPERS, LLC, a Pennsylvania limited liability company on behalf of the company.

[Signature] [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

CDF CONSTRUCTION, LLC,
a South Carolina limited liability company

By: [Signature]
Name: Chris Figura
Its: President

[SEAL]

[Signature]
Witness #1

[Signature]
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Chris Figura, its President of CDF CONSTRUCTION, LLC, a South Carolina limited liability company on behalf of the company.

[Signature] [L.S.]
Notary Public for South Carolina
My Commission Expires: 12-04-2018

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
 COUNTY OF HORRY)

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

- I have read the information on the back of this affidavit and I understand such information.
- The property being transferred is located in the township of Little River, Horry County, South Carolina known as "Pelican Bay Street," "Stormy Sea's Court," "San Martin Court," "San Benito Court," all lake easements, lake maintenance easements and other drainage easements was transferred from CDF Developers, LLC and CDF Construction, LLC to Pelican Bay Property Owners Association on October 16th, 2012.
- Check one of the following: The deed is
 - _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - _____ 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.
 - X exempt from the deed recording fee because (See Information section of affidavit): #1. Transferring realty in which the value of the realty as defined in Section 12-24-30, is equal or less than \$100.

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____.

- Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - _____ The fee is computed on the fair market value of the realty which is _____.
 - _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No 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
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

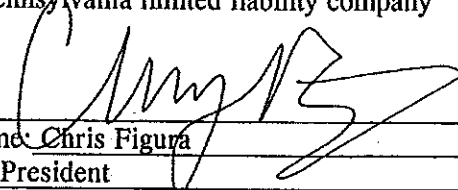
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00.

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

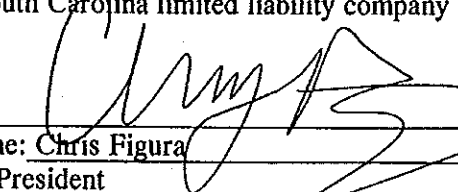
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

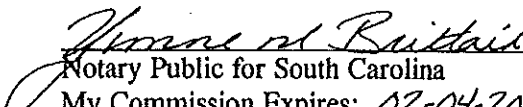
CDF DEVELOPERS, LLC,
a Pennsylvania limited liability company

By: 
Name: Chris Figura
Its: President
[SEAL]

CDF CONSTRUCTION, LLC,
a South Carolina limited liability company

By: 
Name: Chris Figura
Its: President
[SEAL]

SWORN to before me this 16th
day of October, 2012.

 [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) PARTIAL ASSIGNMENT OF
DECLARANT'S RIGHTS

THIS PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") is executed and entered into this 16th day of October, 2012, by CDF DEVELOPERS, LLC, a Pennsylvania limited liability company ("Declarant") to PELICAN BAY PARTNERS LLC, a South Carolina limited liability company ("PBP") and NMB LOT INVESTORS LLC, a South Carolina limited liability company ("NMB Lot Investors" and together with PBP, collectively, the "Lot Warehouse").

RECITALS:

WHEREAS, Carolina Land Sales, Inc. (the "Original Declarant") is the original developer of Pelican Bay Subdivision (the "Development") as more particularly provided in that certain Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated August 26, 1997, and recorded August 27, 1997, in Deed Book 1968 at Page 1209, as amended by that certain First Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded August 3, 1998, in Deed Book 2060 at Page 636, as further amended by that certain Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded January 8, 2002, in Deed Book 2441 at Page 742, as further amended by that certain Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded August 19, 2001, in Deed Book 2510 at Page 680, as further amended by that certain Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded November 21, 2006, in Deed Book 3192 at Page 1034, as further amended by that certain Fifth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded October 1, 2012, in Deed Book 3610 at Page 2835, as further amended by that certain Sixth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded October 1, 2012, in Deed Book 3610 at Page 2838, in the Office of the Registrar of Deeds in Horry County, South Carolina (as amended, collectively, the "CCRs"). All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed to them in the CCRs;

WHEREAS, the rights and obligations of the Original Declarant under the CCRs were assigned to Angela C. Fellenz in and by that certain Deed from Original Declarant recorded June 28, 2002, in Deed Book 2494 at Page 1006, and further assigned by such assignee to Declarant in and by that Deed to Real Estate recorded January 11, 2007, in Deed Book 3212 at Page 1005, in the Office of the Registrar of Deeds in Horry County, South Carolina;

WHEREAS, the CCRs establish the plan of covenants, restrictions and easements for the Development over the property described therein (the "Pelican Bay Subdivision") and reserve certain rights, licenses and easements to Declarant;

WHEREAS, Lot Warehouse has entered into an agreement with Declarant and agreed to warehouse certain lots and undeveloped property within the Pelican Bay Subdivision (collectively, the "Warehouse Property") on behalf of the Declarant who will continue to be the developer of the Pelican Bay Subdivision and Declarant under the CCRS; and

WHEREAS, in order to lessen the Declarant's warehouse costs and repurchase expenses with respect to the Warehouse Property, Declarant has agreed to assign and Lot Warehouse has agreed to accept its specific right for its lots which are owned by Declarant to be exempt from regular and special assessments under the CCR's in accordance with ARTICLE II, Section 2(e) with the Declarant reserving all other rights and obligations under the CCRs in accordance with the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the payment by Lot Warehouse of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Declarant hereby assigns to Lot Warehouse the following specific Declarant rights, title and interests, under: (i) ARTICLE II, Section 2(e) of the CCRs described as the right of lots now owned, or hereafter created by Lot Warehouse by subdivision of portions of the Warehouse Property, to be exempt from all regular and/or special assessments under the CCRs; and (ii) ARTICLE V, Section (b) of the CCRs described as the right to appoint, keep, and replace one Committer member on the Architectural Review Committee established by the CCRs (the "Assigned Rights"), but reserving all other rights and obligations under the CCRs. Lot Warehouse does hereby accept the assignment of the Assigned Rights, but no other right or obligation with respect to the CCRs or the Pelican Bay Subdivision. It being understood by the parties hereto that Declarant will remain the exclusive developer of the Pelican Bay Subdivision and the Declarant under the CCRs except with respect only to the Assigned Rights as to Declarant. The parties acknowledge and agree that the Assigned Rights are being assigned for the benefit of the Developer to preserve such rights in furtherance of its development of the Pelican Bay Subdivision by Declarant. Except for the specifically Assigned Rights, Declarant reserves and retains for itself, its successors and assigns all rights, title and interest of Declarant under the CCRs.

2. This Assignment shall bind and inure to the benefit of Declarant, Lot Warehouse, and their respective successors and assigns except when specifically limited herein.

3. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. This Assignment shall be governed by the terms and provisions hereof and the internal laws of the State of South Carolina.

5. The Recitals set forth above are fully incorporated within and are made a part of this Assignment.

IN WITNESS WHEREOF, Declarant and PBP have set their hands and seals thereto as of the date and year first above shown.

WITNESSES:

DECLARANT:

CDF DEVELOPERS, LLC,
a Pennsylvania limited liability company

Thomas M. Brittain
Witness #1
[Signature]
Witness #2

By: [Signature]
Name: Chris Figura
Title: President

LOT WAREHOUSER:

PELICAN BAY PARTNERS LLC,
a South Carolina limited liability company

Thomas M. Brittain
Witness #1
[Signature]
Witness #2

By: [Signature]
Name: Benj A. Hardee
Title: Manager

NMB LOT INVESTORS LLC,
a South Carolina limited liability company

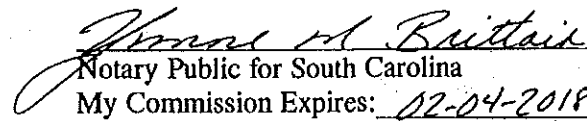
Thomas M. Brittain
Witness #1
[Signature]
Witness #2

By: [Signature]
Name: Benj A. Hardee
Title: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

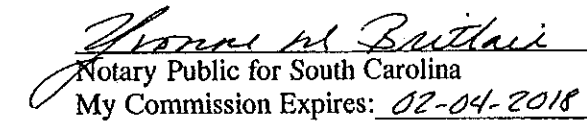
The foregoing instrument was acknowledged before me this 16th day of October, 2012, by
Chris Figura, its President of CDF DEVELOPERS, LLC, a Pennsylvania limited liability company,
on behalf of the limited liability company.

 [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

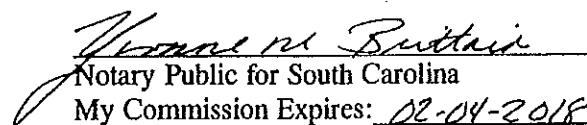
The foregoing instrument was acknowledged before me this 16th day of October, 2012, by
Benjy A. Hardee, its Manager of PELICAN BAY PARTNERS LLC, a South Carolina limited
liability company, on behalf of the limited liability company.

 [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by
Benjy A. Hardee, its Manager of NMB LOT INVESTORS LLC, a South Carolina limited liability
company, on behalf of the limited liability company.

 [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

TMS Number correct 1431701078
143001651

Prepared by:
Nelson Mullins Riley & Scarborough, LLP
John C. Stewart, Jr., Esquire
Post Office Box 3939
Myrtle Beach, SC 29578

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

KNOW ALL MEN BY THESE PRESENTS, that CDF DEVELOPERS, LLC, a Pennsylvania limited liability company ("Grantor") in consideration of the sum of TWO HUNDRED THIRTY THOUSAND AND NO/100 (\$230,000.00) DOLLARS to Grantor in hand paid at and before the sealing of these presents by PELICAN BAY PARTNERS LLC, a South Carolina limited liability company, ("Grantee"), whose address is 55 Park Street Extension, Little River, South Carolina 29566, in the State aforesaid, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below unto Grantee, subject to the Exceptions, its successors and assigns, the following described property (the "Property"), to wit:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being located in Little River Township, County of Horry, State of South Carolina, and being shown and designated as "RESERVED FOR FUTURE DEVELOPMENT, REMAINDER OF TMS#: 143-00-01-053, 207,213 SQ. FT., 4.76 ACRES" on that certain survey entitled "FINAL SUBDIVISION PLAT OF PELICAN BAY PHASE 2A, LITTLE RIVER TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared by The Earthworks Group for CDF Developers, LLC, dated November 10, 2006, and recorded December 4, 2006, in Plat Book 219 at Page 129, in the Office of the Registrar of Deeds for Horry County, South Carolina, said plat being incorporated herein by reference as part of this description.

AND

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being located in Little River Township, County of Horry, State of South Carolina, and being shown and designated as "PARCEL 2, 18.98 ACRES, TMS#: 143-00-01-017,

P.B. 56, PG. 10, D.B. 1347, PG. 85" on that certain survey entitled "MAP OF PARCELS 1 & 2, LITTLE RIVER TWP., HORRY COUNTY, SOUTH CAROLINA" prepared by DDC Engineers, Inc. for Carolina Land Sales, Inc., dated November 23, 1998, and recorded December 22, 1998, in Plat Book 159 at Page 229, in the Office of the Registrar of Deeds for Horry County, South Carolina, said plat being incorporated herein by reference as part of this description.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING EXCEPTIONS: All covenants, restrictions, easements and rights-of-ways affecting the property which are set forth and properly indexed in the office of the Registrar of Deeds for Horry County, South Carolina, including, without limitation, any and all matters shown on any plats recorded in such office, including, but not limited to, the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated August 26, 1997, and recorded August 27, 1997, in Deed Book 1968 at Page 1209, as amended by that certain First Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded August 3, 1998, in Deed Book 2060 at Page 636, as further amended by that certain Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded January 8, 2002, in Deed Book 2441 at Page 742, as further amended by that certain Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded August 19, 2001, in Deed Book 2510 at Page 680, as further amended by that certain Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded November 21, 2006, in Deed Book 3192 at Page 1034, as further amended by that certain Fifth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded October 1, 2012, in Deed Book 3610 at Page 2835, as further amended by that certain Sixth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded October 1, 2012, in Deed Book 3610 at Page 2838, in the Office of the Registrar of Deeds in Horry County, South Carolina, and that certain Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated October 15, 2012, and recorded simultaneously herewith.

DERIVATION FOR 4.76 ACRES: This being a portion of the property conveyed to CDF Developers, LLC by deed of Ervin D. Pruitt dated August 11, 2006, and recorded August 14, 2006, in Deed Book 3142 at Page 1360, in the office of the Registrar of Deeds for Horry County, South Carolina.

DERIVATION FOR 18.98 ACRES: This being the same property conveyed to CDF Developers, LLC by deed of Angela C. Fellenz dated January 5, 2007, and recorded January 11, 2007, in Deed Book 3212 at Page 1005, in the office of the Registrar of Deeds for Horry County, South Carolina.

TMS#S RESPECTIVELY: 143-17-01-076 and 143-00-01-051

TOGETHER with, subject to the above Exceptions, all and singular, the Rights, Members, Hereditaments and Appurtenances to the Property belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular, the Property before mentioned unto Grantee, its successors and assigns forever.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular the Property, subject to the above Exceptions, unto Grantee, its successors and assigns, against itself and its successors, and against all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its hands and seals this 16th day of October, 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CDF DEVELOPERS, LLC,
a Pennsylvania limited liability company

By: [Signature]
Name: Chris Figura
Its: President

[SEAL]

[Signature]
Witness #1

[Signature]
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Chris Figura, its President of CDF DEVELOPERS, LLC, a Pennsylvania limited liability company on behalf of the company.

[Signature] [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
COUNTY OF HORRY)

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located in Little River Township, Horry County, South Carolina known as 4.76 acres and 18.98 acres, more or less, located in the Pelican Bay Subdivision bearing *Horry County* Tax Map Numbers *143-17-01-076* and *143-00-01-051*, respectively, was transferred from *CDF DEVELOPERS, LLC* to *PELICAN BAY PARTNERS LLC* on October 16th, 2012.
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) exempt from the deed recording fee because (See Information section of affidavit):

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No .

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) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$230,000.00.
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

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

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$230,000.00
(b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$230,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$851.00.

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

9. I 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.

Responsible Person Connected with the Transaction

CDF DEVELOPERS, LLC,
a Pennsylvania limited liability company

By: 

Name: Chris Figura

Its: President

[SEAL]

SWORN to before me this 16th
day of October, 2012.

 [L.S.]

Notary Public for South Carolina

My Commission Expires: 02-04-2018

TMS Number correct
1431701067,066,073-075
078-079,083-89

Prepared by:
Nelson Mullins Riley & Scarborough, LLP
John C. Stewart, Jr., Esquire
Post Office Box 3939
Myrtle Beach, SC 29578

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

KNOW ALL MEN BY THESE PRESENTS, that CDF CONSTRUCTION, LLC, a South Carolina limited liability company ("Grantor") in consideration of the sum of SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS to Grantor in hand paid at and before the sealing of these presents by NMB LOT INVESTORS LLC, a South Carolina limited liability company, ("Grantee"), whose address is 55 Park Street Extension, Little River, South Carolina 29566, in the State aforesaid, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below unto Grantee, subject to the Exceptions, its successors and assigns, the following described property (the "Property"), to wit:

ALL AND SINGULAR, all those certain pieces, parcels or lots of land, situate, lying and being located in Little River Township, County of Horry, State of South Carolina, and being shown and designated as Lots 61, 60, 70, 71, 72, 77, 78, 82, 83, 87, 88, 89, 90, 91 on that certain survey entitled "FINAL SUBDIVISION PLAT OF PELICAN BAY PHASE 2A, LITTLE RIVER TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared by The Earthworks Group for CDF Developers, LLC, dated November 10, 2006, and recorded December 4, 2006, in Plat Book 219 at Page 129, in the Office of the Registrar of Deeds for Horry County, South Carolina, said plat being incorporated herein by reference as part of this description.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING EXCEPTIONS: All covenants, restrictions, easements and rights-of-ways affecting the property which are set forth and properly indexed in the office of the Registrar of Deeds for Horry County, South Carolina, including, without limitation, any and all matters shown on any plats recorded in such office, including, but not limited to, the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated August 26, 1997, and recorded August 27, 1997, in Deed Book 1968 at Page 1209, as amended by that certain First Amendment to the Declaration of

Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded August 3, 1998, in Deed Book 2060 at Page 636, as further amended by that certain Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded January 8, 2002, in Deed Book 2441 at Page 742, as further amended by that certain Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded August 19, 2001, in Deed Book 2510 at Page 680, as further amended by that certain Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded November 21, 2006, in Deed Book 3192 at Page 1034, as further amended by that certain Fifth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded October 1, 2012, in Deed Book 3610 at Page 2835, as further amended by that certain Sixth Amendment to the Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision recorded October 1, 2012, in Deed Book 3610 at Page 2838, and that certain Supplementary Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Pelican Bay Subdivision dated October 15, 2012, and recorded simultaneously herewith.

DERIVATION: This being a portion of the property conveyed to CDF Construction, LLC by deed of CDF Developers, LLC dated December 29, 2006, and recorded December 29, 2006, in Deed Book 3208 at Page 1935, in the office of the Registrar of Deeds for Horry County, South Carolina.

TMS#S RESPECTIVELY: 143-17-01-067; 143-17-01-066; 143-17-01-073; 143-17-01-074; 143-17-01-075; 143-17-01-078; 143-17-01-079; 143-17-01-083; 143-17-01-084; 143-17-01-085; 143-17-01-086; 143-17-01-087; 143-17-01-088; and 143-17-01-089

TOGETHER with, subject to the above Exceptions, all and singular, the Rights, Members, Hereditaments and Appurtenances to the Property belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular, the Property before mentioned unto Grantee, its successors and assigns forever.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular the Property, subject to the above Exceptions, unto Grantee, its successors and assigns, against itself and its successors, and against all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS its hands and seals this 16th day of October, 2012.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CDF CONSTRUCTION, LLC,
a, South Carolina limited liability company

James M. Brittain
Witness #1
[Signature]
Witness #2

By: [Signature]
Name: Chris Figura
Its: President [SEAL]

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Chris
Figura, its President of CDF CONSTRUCTION, LLC, a South Carolina limited liability company on
behalf of the company.

James M. Brittain [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

STATE OF SOUTH CAROLINA)
) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
COUNTY OF HORRY)

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located in the Township of Little River, Horry County, South Carolina known *Lots 61, 60, 70, 71, 72, 77, 78, 82, 83, 87, 88, 89, 90, 91* in the Pelican Bay Subdivision, bearing *Horry County* Tax Map Numbers *143-17-01-067; 143-17-01-066; 143-17-01-073; 143-17-01-074; 143-17-01-075; 143-17-01-078; 143-17-01-079; 143-17-01-083; 143-17-01-084; 143-17-01-085; 143-17-01-086; 143-17-01-087; 143-17-01-088; and 143-17-01-089* was transferred from *CDF CONSTRUCTION, LLC* to *NMB LOT INVESTORS LLC*, on October 16th, 2012.
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 (See Information section of affidavit):

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____.

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 \$70,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No 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: \$70,000.00
- (b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$70,000.00

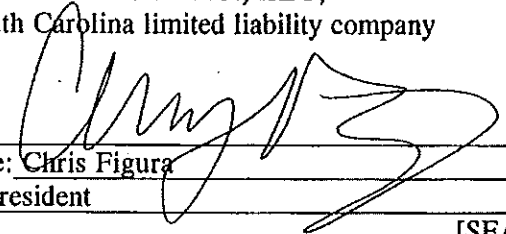
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$259.00.

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

9. I 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.

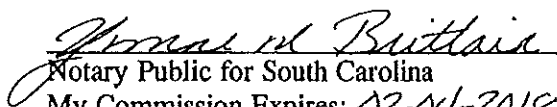
Responsible Person Connected with the Transaction

CDF CONSTRUCTION, LLC,
a South Carolina limited liability company

By: 
Name: Chris Figura
Its: President

[SEAL]

SWORN to before me this 16th
day of October, 2012.

 [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

TR

Return after recording to:

Nelson Mullins Riley & Scarborough, LLP
P.O. Box 3939
Myrtle Beach, SC 25978-3939

STATE OF SOUTH CAROLINA)
) DISCLOSURE OF DEVELOPMENT FEES
COUNTY OF HORRY)

THIS DISCLOSURE OF DEVELOPMENT FEES (this "Disclosure") is made this 16th day of October, 2012, by CDF CONSTRUCTION, LLC, a South Carolina limited liability company ("CDF Construction"), CDF DEVELOPERS, LLC, a Pennsylvania limited liability company ("CDF Developers"), and CHRISTOPHER FIGURA, an individual residing in Horry County, South Carolina ("Figura"), and collectively with CDF Construction and CDF Developers, the "Developer", and PELICAN BAY PARTNERS LLC, a South Carolina limited liability company, ("Investor").

1. Disclosure of Development Fees. Subject to certain terms and conditions, Investor may be obligated to pay Developer a development fee in consideration for certain real estate development services rendered by Developer with respect to the property described on Exhibit A attached hereto and incorporated herein (the "Property"). If such obligation has not expired or been terminated in accordance with its terms, the development fee shall be payable upon each closing of a lot created from the Property sold by Investor to Developer (including any entity comprising the Developer or affiliate thereof) in the amount of \$4,500 (the "Development Fee"). This Development Fee may be credited towards the purchase price of the lot paid by a Developer entity or its affiliate at each such lot closing.

2. Purpose and Intention. This Disclosure is executed solely for the purpose of providing full public disclosure of the Development Fee to all purchasers and lenders with respect to the Property and all other interested parties so that all are on notice of the potential for payment of such Development Fee to Developer upon an above described lot closing with Investor. This Disclosure is not meant to establish, nor shall be construed as providing, record notice of the establishment of any particular rights or obligations of any party hereto or elsewhere.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Chris Figura, its President of CDF DEVELOPERS, LLC, a Pennsylvania limited liability company on behalf of the company.

Thomas M. Baitair [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Chris Figura, its President of CDF CONSTRUCTION, LLC, a Pennsylvania limited liability company on behalf of the company.

Thomas M. Baitair [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by Chris Figura.

Thomas M. Baitair [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

WITNESSES:

James M. Brittain
Witness #1

[Signature]
Witness #2

James M. Brittain
Witness #1

[Signature]
Witness #2

James M. Brittain
Witness #1

[Signature]
Witness #2

James M. Brittain
Witness #1

[Signature]
Witness #2

DEVELOPER:

CDF DEVELOPERS, LLC,
a Pennsylvania limited liability company

By: [Signature]
Name: Chris Figura
Title: President

CDF CONSTRUCTION, LLC,
a South Carolina limited liability company

By: [Signature]
Name: Chris Figura
Title: President

[Signature]
Christopher Figura, individually

INVESTOR:

PELICAN BAY PARTNERS LLC,
a South Carolina limited liability company

By: [Signature]
Name: Berly A. Hardee
Title: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 16th day of October, 2012, by
Benjy A. Hardee, its Manager of PELICAN BAY PARTNERS LLC, a South Carolina limited
liability company on behalf of the company.

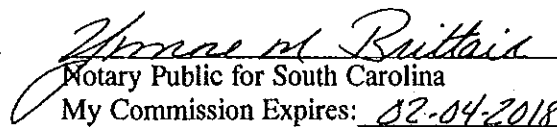
 [L.S.]
Notary Public for South Carolina
My Commission Expires: 02-04-2018

Exhibit A

DESCRIPTION OF PREMISES

TRACT 1:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being located in Little River Township, County of Horry, State of South Carolina, and being shown and designated as "RESERVED FOR FUTURE DEVELOPMENT, REMAINDER OF TMS#: 143-00-01-053, 207,213 SQ. FT., 4.76 ACRES" on that certain survey entitled "FINAL SUBDIVISION PLAT OF PELICAN BAY PHASE 2A, LITTLE RIVER TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared by The Earthworks Group for CDF Developers, LLC, dated November 10, 2006, and recorded December 4, 2006, in Plat Book 219 at Page 129, in the Office of the Registrar of Deeds for Horry County, South Carolina, said plat being incorporated herein by reference as part of this description.

TMS#: 143-17-01-076

AND

TRACT 2:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being located in Little River Township, County of Horry, State of South Carolina, and being shown and designated as "PARCEL 2, 18.98 ACRES, TMS#: 143-00-01-017, P.B. 56, PG. 10, D.B. 1347, PG. 85" on that certain survey entitled "MAP OF PARCELS 1 & 2, LITTLE RIVER TWP., HORRY COUNTY, SOUTH CAROLINA" prepared by DDC Engineers, Inc. for Carolina Land Sales, Inc., dated November 23, 1998, and recorded December 22, 1998, in Plat Book 159 at Page 229, in the Office of the Registrar of Deeds for Horry County, South Carolina, said plat being incorporated herein by reference as part of this description.

TMS#: 143-00-01-051

SUBDIVISION INTO LOTS:

The above-described TRACT 1 and TRACT 2 are also shown on that certain phasing plan entitled "PELICAN BAY PHASE 2A" prepared by ETd dated September 11, 2006, as Lots 62, 63, 64, 73, 74, 75, 84, 85 and 86 in TRACT 1 and Lots 92 through 122 in TRACT 2. All references to the Lots in this Modification Agreement shall mean and refer to the Lots set in that certain phasing plan entitled "PELICAN BAY PHASE 2A" prepared by ETd dated September 11, 2006.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

ROAD CONSTRUCTION
AGREEMENT FOR
PHASE 2A, PELICAN BAY

WHEREAS, pursuant to certain lot warehousing agreements for lots within the Pelican Bay Subdivision in Horry County, South Carolina, CDF DEVELOPERS, LLC, a Pennsylvania limited liability company and CDF CONSTRUCTION, LLC, a South Carolina limited liability company (collectively, "CDF") deeded title to the roads within Phase 2A of Pelican Bay (the "Phase 2A Roads") to the PELICAN BAY PROPERTY OWNERS ASSOCIATION, a South Carolina nonprofit corporation (the "POA") pursuant to a general warranty deed dated October 16, 2012 recorded October 17, 2012 in Deed Book 3614 at Page 1548, in the Office of the Register of Deeds for Horry County, South Carolina (the "Phase 2A Road Deed").

WHEREAS, the Phase 2A Roads are more particularly described in the Phase 2A Road Deed;

WHEREAS, the Phase 2A Road have not been fully completed with paving and certain other work being necessary for full completion;

WHEREAS, CDF desires to enter into this Agreement with the POA so as to evidence its commitment and obligation to the POA to fully complete the Phase 2A Roads.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Ten and No/100 (\$10.00) Dollars in hand paid by POA to CDF, the covenants, liabilities, and obligations of CDF as the current developer of Phase 2A and Phase 2B of the Pelican Bay Subdivision, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, by the parties do hereby agree as follows:

- 1) CDF will pave and fully complete construction of all Phase 2A Roads and obtain county approval for pavement installation of such roads (the "Work") within one (1) year of the date of this Agreement (the "Completion Date").
- 2) As part of this construction CDF shall have a right to complete tie in roads within the existing subdivision to connect the future planned Phase 2B to the Pelican Bay Subdivision.
- 3) If the Work is not completed by the Completion Date and the Road, POA shall have the right to bring an action against CDF to enforce this Agreement. In such event, POA shall have the right to recover from CDF all court costs, attorneys fees, and other costs incurred in enforcing this agreement.
- 4) This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.
- 5) This Agreement shall be governed by and construed, interpreted and applied in accordance with the laws of the State of South Carolina.
- 6) In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

[Signature Page Follows]

THE PARTIES have set their hands and seals as of this 31st day of December, 2012.

CDF:

CDF DEVELOPERS, LLC,
a Pennsylvania limited liability company

By: 

Name: Chris Figura

Its: President

[SEAL]

CDF CONSTRUCTION, LLC,
a South Carolina limited liability company

By: 

Name: Chris Figura

Its: President

[SEAL]

HOA:

PELICAN BAY PROPERTY OWNERS ASSOCIATION,
a South Carolina nonprofit corporation

By: 

Name: ~~Libby Costner~~ Elizabeth Costner

Title: President

[SEAL]

Exhibit A

DESCRIPTION OF PREMISES

TRACT 1:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being located in Little River Township, County of Horry, State of South Carolina, and being shown and designated as **"RESERVED FOR FUTURE DEVELOPMENT, REMAINDER OF TMS#: 143-00-01-053, 207,213 SQ. FT., 4.76 ACRES"** on that certain survey entitled **"FINAL SUBDIVISION PLAT OF PELICAN BAY PHASE 2A, LITTLE RIVER TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA"** prepared by The Earthworks Group for CDF Developers, LLC, dated November 10, 2006, and recorded December 4, 2006, in Plat Book 219 at Page 129, in the Office of the Registrar of Deeds for Horry County, South Carolina, said plat being incorporated herein by reference as part of this description.

TMS#: 143-17-01-076

AND

TRACT 2:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, lying and being located in Little River Township, County of Horry, State of South Carolina, and being shown and designated as **"PARCEL 2, 18.98 ACRES, TMS#: 143-00-01-017, P.B. 56, PG. 10, D.B. 1347, PG. 85"** on that certain survey entitled **"MAP OF PARCELS 1 & 2, LITTLE RIVER TWP., HORRY COUNTY, SOUTH CAROLINA"** prepared by DDC Engineers, Inc. for Carolina Land Sales, Inc., dated November 23, 1998, and recorded December 22, 1998, in Plat Book 159 at Page 229, in the Office of the Registrar of Deeds for Horry County, South Carolina, said plat being incorporated herein by reference as part of this description.

TMS#: 143-00-01-051

SUBDIVISION INTO LOTS:

The above-described TRACT 1 and TRACT 2 are also shown on that certain phasing plan entitled **"PELICAN BAY PHASE 2A"** prepared by ETd dated September 11, 2006, as Lots 62, 63, 64, 73, 74, 75, 84, 85 and 86 in TRACT 1 and Lots 92 through 122 in TRACT 2. All references to the Lots in this Modification Agreement shall mean and refer to the Lots set in that certain phasing plan entitled **"PELICAN BAY PHASE 2A"** prepared by ETd dated September 11, 2006.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

ROAD CONSTRUCTION
AGREEMENT FOR
PHASE 2A, PELICAN BAY

WHEREAS, pursuant to certain lot warehousing agreements for lots within the Pelican Bay Subdivision in Horry County, South Carolina, CDF DEVELOPERS, LLC, a Pennsylvania limited liability company and CDF CONSTRUCTION, LLC, a South Carolina limited liability company (collectively, "CDF") deeded title to the roads within Phase 2A of Pelican Bay (the "Phase 2A Roads") to the PELICAN BAY PROPERTY OWNERS ASSOCIATION, a South Carolina nonprofit corporation (the "POA") pursuant to a general warranty deed dated October 16, 2012 recorded October 17, 2012 in Deed Book 3614 at Page 1548, in the Office of the Register of Deeds for Horry County, South Carolina (the "Phase 2A Road Deed").

WHEREAS, the Phase 2A Roads are more particularly described in the Phase 2A Road Deed;

WHEREAS, the Phase 2A Road have not been fully completed with paving and certain other work being necessary for full completion;

WHEREAS, CDF desires to enter into this Agreement with the POA so as to evidence its commitment and obligation to the POA to fully complete the Phase 2A Roads.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Ten and No/100 (\$10.00) Dollars in hand paid by POA to CDF, the covenants, liabilities, and obligations of CDF as the current developer of Phase 2A and Phase 2B of the Pelican Bay Subdivision, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, by the parties do hereby agree as follows:

- 1) CDF will pave and fully complete construction of all Phase 2A Roads and obtain county approval for pavement installation of such roads (the "Work") within one (1) year of the date of this Agreement (the "Completion Date").
- 2) As part of this construction CDF shall have a right to complete tie in roads within the existing subdivision to connect the future planned Phase 2B to the Pelican Bay Subdivision.
- 3) If the Work is not completed by the Completion Date and the Road, POA shall have the right to bring an action against CDF to enforce this Agreement. In such event, POA shall have the right to recover from CDF all court costs, attorneys fees, and other costs incurred in enforcing this agreement.
- 4) This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.
- 5) This Agreement shall be governed by and construed, interpreted and applied in accordance with the laws of the State of South Carolina.
- 6) In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

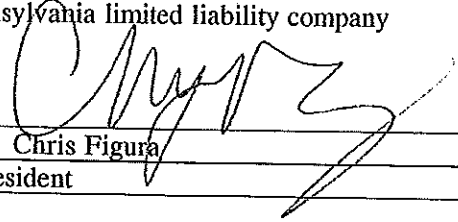
[Signature Page Follows]

CF

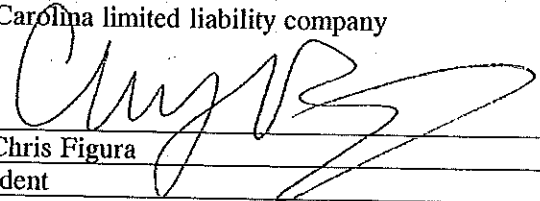
THE PARTIES have set their hands and seals as of this 31st day of December, 2012.

CDF:

CDF DEVELOPERS, LLC,
a Pennsylvania limited liability company


By: 
Name: Chris Figura
Its: President [SEAL]

CDF CONSTRUCTION, LLC,
a South Carolina limited liability company

By: 
Name: Chris Figura
Its: President [SEAL]

HOA:

PELICAN BAY PROPERTY OWNERS ASSOCIATION,
a South Carolina nonprofit corporation

By: 
Name: ~~Libby Costner~~ Elizabeth Costner
Title: President [SEAL]

Prepared by and Return to:
Mullins Law Firm, P.A.
1312 Madison Drive
P.O. Box 585
North Myrtle Beach, SC 29597

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

STATE OF SOUTH CAROLINA)
) TITLE TO COMMON AREA
COUNTY OF HORRY) OF PELICAN BAY SUBDIVISION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that
CAROLINA LAND SALES, INC., hereinafter called Grantor, in the State aforesaid for
and in consideration of the sum of FIVE DOLLARS AND NO/100 (\$5.00), to us paid
by PELICAN BAY PROPERTY OWNERS' ASSOCIATION, hereinafter called
Grantee, 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,
It's Successors and/or Assigns forever, in fee simple, together with every contingent
remainder and right of reversion, the following described property:

ALL AND SINGULAR, all those certain pieces, parcels or lots of land situate, lying and
being in Little River Township, County of Horry, State of South Carolina, and being
shown and designated as Community Lot Twenty One (21) and Community Lot Forty
Three (43) and Three areas designated as Open space, Pelican Bay, Phase I, as appears
upon plat prepared by DDC Engineers, Inc., dated July 8, 1997, and recorded August 27,
1997, in Plat Book 149 at Pages 202, 202A, and 202B, Horry County records, reference
to which is made a part and parcel hereof.

This being the identical property conveyed to Carolina Land Sales, Inc., as Declarant of
Pelican Bay Subdivision by Declaration of Protective Covenants, Restrictions,
Easements, Charges and Liens for Pelican Bay Subdivision dated August 26, 1997,
recorded August 27, 1997 in Deed Book 1968, Page 1209, Horry County ROD.

Tax Map Number: 143-17-01-001, 143-17-01-009, 143-17-01-050, 143-17-01-010,
143-17-01-032

Grantees' Address: 200 Sun Colony Blvd, Longs, SC 29568

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 HOLD all and singular the premises before mentioned unto the said Grantee, It's Successors and/or Assigns forever.

AND Grantor does hereby bind itself and it's Successors and/or Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, It's Successors and/or Assigns forever, against itself and it's Successors and/or Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by Grantor this 13th day of November, in the year of our Lord two thousand and seven and in the two hundred thirty first year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
[Signature]
1st Witness
Melanie Trapp
2nd Witness

Carolina Land Sales, Inc.
BY [Signature]
William G. Allen, Jr., President

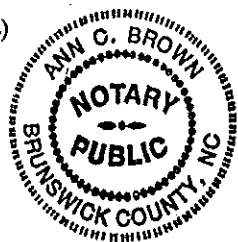
STATE OF NORTH CAROLINA)
COUNTY OF Brunswick

ACKNOWLEDGMENT

I, Ann C. Brown, a Notary Public for North Carolina, do hereby certify that the Grantor herein personally appeared before me, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 13th day of November, 2007.

(SEAL)



[Signature]
Notary Public for North Carolina
My Commission Expires: 12-02-09

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

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

The property being transferred is property known as Pelican Bay Community Lot 21, 43 and 3 areas of Open Space, bearing Tax Map Number 143-17-01-001, 143-17-01-009, 143-01-01-050, 143-17-01-010, 14317-01-032, was transferred by Carolina Land Sales, Inc. to Pelican Bay Property Owners Association on November 13, 2007.

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 \$

not an arm's length real property transaction and the fair market value of the property is \$ 223,500.00

The above transaction is exempt. Or partially exempt from the recording fee as set forth in S.C. Code Ann. Section 12-24-40, et. seq., because the deed is: Transfer of common area to Property Owners Association for no consideration.

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

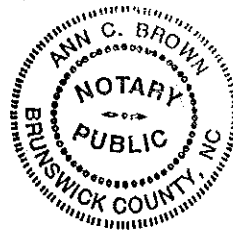
I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Carolina Land Sales, Inc.

BY: [Signature]
Purchaser, Seller, Legal Representative of the Purchaser or
Other Responsible Person Connected with this Transaction

SWORN to before me this
13 day of November, 2007.

[Signature]
(Notary Public)
My commission expires: 12-02-07



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.