

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE LEGACY AT BAREFOOT

THIS DECLARATION made this 21 day of December 2006, by LEGACY DEVELOPMENT SC GROUP, LLC, a Florida limited liability company, its successors and assigns ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Horry County, South Carolina, which is more particularly described on EXHIBIT "A" attached hereto and made a part hereof by the reference (the "Property");

WHEREAS, Declarant desires to provide for the preservation of values of the Property, for the maintenance of Common Areas and for a vehicle for the administration and the enforcement of the covenants and restrictions; and

WHEREAS, there has been incorporated under the laws of the State of South Carolina a Non-Profit Corporation, known as The Legacy Homeowners Association, Inc. for the purpose of exercising the functions afore said, and which are hereinafter more fully set forth.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of providing for the operation and maintenance of the Common Area and for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SHALL NOT APPLY TO ANY OTHER LAND BEING DEVELOPED IN BAREFOOT REORT UNLESS SPECIFICALLY MADE SUBJECT THERETO BY REFERENCE TO THIS DECLARTATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

ARTICLE I
DEFINITIONS

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SKIPPER, HORRY COUNTY, SC
REGISTRAR OF DEEDS

- 1.2 "ARC" means the Declarant for so long as the Declarant shall own any Lots. At the expiration of the Class B control period, the Board of the Association shall have the right to appoint a committee for purposes of serving as the body for approval of all ARC rights herein.
- 1.3 "By Laws" means the By-Laws of The Legacy Homeowners Association, Inc., the initial text of which is attached hereto and made a part hereof.
- 1.4 "Board of Directors" or "Board" means the body responsible for administration of the Association selected as provided in the Bylaws and generally serving the same role as the board of directors under South Carolina corporate law.
- 1.5 "Common Area" means and refers to the roads, green areas and detention areas shown on the Plat of the Property by DDC Engineers, Inc. dated December 19, 2005, recorded November 13, 2006 in Plat Book 218 at Page 106 A and B in the Office of the Register of Deeds for Horry County, South Carolina, together with any improvements thereon and with any other amenities or real property conveyed to, owned by or leased to the Association for the common use and enjoyment of the Owners. The term "Common Area" shall also include any personal property acquired by the Association if the said property is designated as "Common Area." All real or personal property which is conveyed to the Association shall be free and clear of all liens and encumbrances other than reasonable and normal restrictions or easements. Provided however, the term "Common Area" shall not include any wetland areas owned by Declarant and the Declarant retains exclusive control of any wetlands owned by it.
- 1.6 "Declarant" means Legacy Development SC Group, LLC, a Florida limited liability company, and its successors and assigns. Declarant shall have the right to designate a Successive Declarant which designation shall be in writing and recorded referring to the within Declaration.
- 1.7 "Declaration" means the Declaration of Covenants, Conditions and Restrictions for The Legacy at Barefoot as set forth herein.
- 1.8 "Exclusive Common Area" means a portion of the common Area intended for the exclusive use or primary benefit of one or more, but less than all, Lots, as more particularly described in Articles IV.
- 1.9 "Lot" means any subdivided parcel of land located within the Property, whether improved or unimproved, which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map of any part of the Property.
- 1.10 "Member" means and refers to the Declarant and all those Owners who are Members of the Association as provided herein.

- 1.11 "Mortgagee" means the holder of a first-priority mortgage upon any Lot or Lots within the Property.
- 1.12 "Mortgage" means a first priority mortgage held by a Mortgagee.
- 1.13 "Owner" means the owner as shown by the real estate records whether it be one or more person, firms, associations, corporation, or other legal entities, of fee simple title to any lot but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgage or holder of a mortgage, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding for deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

ARTICLE II
GENERAL COVENANTS

- 2.1 Residential Use. All Lots in The Legacy at Barefoot shall be used for residential purposes exclusively. The use of a portion of a dwelling on a Lot as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create regular customer or client traffic to and from the Lot, as determined by the Declarant. The provisions of this Section shall not prohibit the Declarant or its assignees or its designees from using a house or Lot as models for a sales program.
- 2.2 Minimum and Maximum Size. Improvements on a Lot shall contain a recommended minimum of two thousand five hundred (2,500) square feet of heated and cooled area.
- 2.3 Parking. Each Lot owner subject to these covenants shall provide appropriate off-street parking space for automobiles prior to the occupancy of any building or structure constructed on a Lot in accordance with reasonable standards by the ARC.
- 2.4 Signs. No signs or ornaments shall be erected or maintained on the Property by anyone, including but not limited to, the Owner, a realtor, a contractor, or subcontractor, except with the written permission of the Declarant, the ARC, or except as may be required by legal proceedings. If such permission is granted, the Declarant or the ARC reserves the right to restrict site, color and content of such signs.
- 2.5 Other Buildings and Vehicles. No mobile home, campers, trailer, recreational vehicles (camper), trucks (except passenger trucks), tent, barn, or other similar out-building, vehicle or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the ARC and such approval shall normally be limited to temporary use of such structures reasonably

essential to economical, orderly and efficient construction during the construction process only. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heaving articles or hauling quantities of cargo and which are used in a trade or business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, This is not intended to include such dual-purpose vehicles as station wagons, jeeps. "scouts" or "wagoneer" type vehicles or similar, attractive vehicles and maintained primarily as a means of transportation.

- 2.6 Unightly Condition. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his or her Lot either before, during or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or specific area.
- 2.7 Repairs and Hazards. Any building or other improvement on the property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.
- 2.8 Parcels. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserved to itself, its successors or assigns, the right to replat any such lot or lots and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site, including but not limited to, the relocation of easements, walkways, rights-of-ways, private roads, bridges, parks recreational facilities and lots.

The provisions of this Section shall not prohibit the combining two (2) or more continuous lots into one (1) larger lot. Following only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these Covenants. Consolidation of lots, as described above, must be approved by the Declarant, said approval to be granted in the Declarant's sole discretion upon such terms and conditions as may be established by the Declarant from time to time, including specific provisions for the payment or abatement of assessments.

- 2.9 Repurchases. When any Lot within The Legacy at Barefoot is offered for sale by an Owner or successors in title to the Owner, Declarant shall have the option to purchase such property at the price on the terms of any *bona fide* offer for such property made in writing to the Owner at such time and submitted to Declarant for verification, Declarant shall have thirty (30) days after presentation of such offer to Declarant to exercise this purchase option. If Declarant declines to exercise this option, it shall execute a Waiver of Repurchase Option, said waiver to be an instrument prepared by Declarant, its successors or assigns, which shall also be executed by the Owner and prospective purchaser and be in recordable form.

Should, however such a sale to a third party not be consummated within six (6) months of the date of the offer transmitted to Declarant, the terms and limitations of this Section shall again be imposed upon any sale by the Owner.

If Declarant shall elect to purchase such property, the transactions shall be consummated within thirty (30) days following delivery of notice by Declarant to the Owner of its decision to repurchase, time being of the essence.

By acceptance of the deed to the property conveyed subject to these restrictions, the grantee, its successors and assigns, hereby agrees that in the event a sale of the property is desired, to appoint Declarant, its successors or assigns, as exclusive real estate agent for such property, at the price and terms established by the grantee as Owner in such subsequent offering of said property for sale. The sales commission on the transaction shall be the then prevailing standard commission charged by Barefoot Realty, Inc., its successors or assigns, in the listing and sales of properties in its ordinary course of business.

The foregoing right of repurchase and all other rights set out in Section 2.9 are expressly subordinated to any first-priority Mortgage previously executed or hereafter executed by the Declarant in favor of a Mortgagee. In the event of foreclosure or deed in lieu of foreclosure of the Property by such a Mortgagee, the foregoing rights set out in Section 2.9 shall be automatically extinguished and shall not apply to any party (or its successors and assigns) acquiring title to such Property pursuant to such foreclosure or deed in lieu of foreclosure.

2.10 Ingress and Egress: Roadways. The Owner, in accepting title and property conveyed subject to this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Owner and successors in title) and agrees that such ingress and egress to its property may be limited to roads depicted and constructed in accordance with the Plat referenced in Section 1.4 above. Subject to the provisions of this Declaration, Owners and their mortgagees shall have access to and through the property over such roads.

The Declarant reserved the right for itself, its successors and assigns, but not the obligation, to maintain guarded gates controlling the access to such roads, If and when the roadways and streets are conveyed to the Association, the aforesaid rights may be assigned to the Association by the Declarant. The Declarant reserved the right to provide alternate access roads for construction traffic and limit traffic on such alternate roads.

ARTICLE III
COMMON AREA

3.1 Dedication of Common Area. The Declarant may designate lands and/or ponds, lagoons and other bodies of water to which it holds title as Common Area. In addition the Declarant may assign, lease, transfer and otherwise dedicate to the Association the Common Area Property, and upon such assignment, lease transfer or dedication the Association will assume the obligation to maintain and protect such Common Area in a manner consistent with the restrictions and obligations set forth in the instrument conveyance. Nothing within this Section or in this Declaration places on the Declarant an affirmative obligation to dedicate, nor does it dedicate any area as Common Areas or to convey same to the Association. No property shall be Common Area or Exclusive Common Area unless it is dedicated by the Declarant in the following manner:

- (a) It is described as such in a Declaration signed and formally executed by the legal title holder of record of such area (other than a surveyor's plat); and
- (b) Accompanied by a surveyor's plat reciting the number of square feet of area of Common Area in the survey, both of which shall be recorded in the Office of the Register of Deeds for Horry County.

No designation of property as Common Area or Exclusive Common Area on a Map, Master Plan, aerial photo, drawing, whether recorded or unrecorded, shall be effective as a "dedication" of such property.

3.2 Easements in Common Areas and Restricted Common Areas. The Declarant reserves unto itself, its successors, assigns and agents, a perpetual, alienable and releasable easement or right to go on, over and under the ground erect, maintain and use electrical, cable television, and telephone poles, wires, cables, conduits, drainage, ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other infra-structure, public conveniences or utilities in said Common Areas and Exclusive Common Areas. The reservations and rights expressly include the right to cut any trees, bushes or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves to itself, its successors, assigns and agents the right to locate wells, pumping stations, situation basins and tanks within such Common Areas and Exclusive Common Areas. The Declarant reserves to itself, its successors and assigns, the right to all subsurface materials, elements, and objects found under Common Area or Exclusive Common Areas and the right to remove minerals and fill dirt from all Common Areas or deposit fill dirt thereon.

3.3 Declarant's use of Common Areas. The Declarant expressly reserves to itself, its successors and assigns, for so long as it retains ownership of any properties within The Legacy at Barefoot, every reasonable use and enjoyment of Common Area

and Exclusive Common Area in a manner not inconsistent with the provisions of this declaration.

- 3.4 Affirmative Obligations of the Declarant. It is expressly understood and agreed that the granting herein of easements pertaining to Common Area and Exclusive Common Area and the reservation by the of rights pertinent thereto in no way places a burden of affirmative action on the Declarant, and the Declarant is not bound to make any of the improvements noted herein, or to extend to any owner any service of any kind, except as such may be consented to by the Declarant on its own behalf and as may be undertaken at the expense of the Association or the Owner, as the case may be.
- 3.5 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
- (a) the right of the Association to charge reasonable admission and other fees for the use of the Common Area as applicable and/or facilities therein;
 - (b) the right of the Association to charge annual and special assessments as set out in Article VI;
 - (c) the right of the Association to establish reasonable rules and regulations for the use of the Common Area;
 - (d) the right of the Association to suspend the voting rights and right to use of the Common Area by an owner for any period during which any assessment against his or her lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - (e) the right of the Association to suspend the voting rights and right to use of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded; provided, however, in the event the Members of the Association elect to dedicate any portion, however, in the event the Members of the Association elect to dedicate any portion of the Common Area designed as streets and/or drainage systems to the City of North Myrtle Beach (the "City"), then at such time and before the City accepts the dedication, the Association must construct all such streets and drainage systems to the present standards which have been adopted by the governing body of the City. Furthermore, in the event the Association is dissolved, and the streets and drainage systems become the responsibility of the City for any reason, each Owner will be assessed a pro-rata portion

of the cost required to bring the streets and drainage systems into compliance with prescribed standards of the City.

- (f) the right of the Association, with assent of two-thirds (2/3) of the Members, to mortgage, pledge, or hypothecate any of its real and personal property as security for money borrowed or debts incurred: provided, however, that the rights of any such mortgagee shall be subordinate to the rights of the Owners: and
- (g) the right of the Declarant, so long as it owns Lots, to place sales, rental and promotional signs and literature upon the Common Area.

3.6 Delegation of Use. Any Owner may delegate his or her right or enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the Property.

ARTICLE IV EXCLUSIVE COMMON AREAS

4.1 Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of particular Lots. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Areas. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Areas shall be assessed to the particular Lot Owners benefited by the Exclusive Common Area.

4.2 Designation. Initially, the Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof in the deed conveying the Common Area to the Association or on the plat or survey relating to such Exclusive Common Area. No such assignment shall preclude Declarant from later assigning use of the same Exclusive Common Area to additional Lots so long as Declarant owns any Lots.

Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area and Exclusive Common Area may be reassigned upon the vote of a majority of the Class A votes of Lots to which the Exclusive Common Areas are assigned, if applicable, and of Lots to which the Exclusive Common Areas are to be assigned. As long as the Declarant owns any Lot, any such assignment or reassignment shall also require the Declarant's consent.

4.3 Use by Others. The Association may, upon approval of a majority of the Lots to which certain Exclusive Common Area is assigned, permit Owners of other Lots to use all or a portion of such Exclusive Common Area upon payment

of user fees, which fees shall be used to offset the assessments attributable to such Exclusive Common Area.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

5.1 Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

5.2 The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to (3) votes for each Lot owned by it including any Lots created by any Supplemental Declaration pursuant to Article VIII. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE VI
MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any lot by acceptance of a deed therefore (whether or not it shall be so expressed in the deed) is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, these assessments to be established and collected as hereinafter provided (collectively "Assessment"). The Assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each Assessment is made. Each Assessment, together with interest, costs, and reasonable attorney's fees, is also the personal obligation of the person who was the Owner of the property at the time when the Assessment fell due. The obligation for delinquent Assessment passes to a successor in title.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement, maintenance and operation of the common

Area, including, but not limited to, the payment of taxes and insurance thereon as well as repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof. In addition, the assessments levied by the Association may be used to provide and maintain security, gates, lights, a common sign or signs and to landscape, spray, clear, trim, remove weeds, limbs and debris from the Common Area or from within the rights-of-way of any public street or streets within the Property and to provide general maintenance of the Common Area and to provide for a replacement reserve for all improvements. The special assessments shall be used for the purposes set forth in Section 6.4. of the Article.

- 6.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three thousand Six Hundred and NO/100 dollars (\$3,600.00) per Lot per year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased more than 15 percent above the maximum annual assessment for the previous year without a vote of the membership. Provided however, that a special assessment may be levied to repair or replace damage caused by storms, hurricanes, floods, fire, or similar natural disaster without a vote of the membership:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15 percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. Provided however, that as set forth in (a) above a special assessment may be levied without a vote of the membership; and

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

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

- 6.5 Notice and Quorum for any Action Authorized Under Sections 6.3 and 6.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.3 or 6.4 shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the

first such meeting called, the presence of Member or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held for more than sixty (60) days following the preceding meeting.

6.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis as determined by the Board of Directors.

6.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots upon the first day of the month following the sale of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates will be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments on the Lot is binding upon the Association as to the date of its issuance.

6.8 Effect of Non-payment Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of fourteen (14%) percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and recover all costs and expenses, including reasonable attorney's fees, whether or not suit is brought. No Owner may waive or otherwise escape liability for the Assessment provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

(a) Any extraordinary actions to be taken by the Association, or any emergency extraordinary actions taken by the Association.

6.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof. A Mortgagee or other purchaser of a Lot who obtains title following foreclosure of a mortgage held by the Mortgagee shall not be personally liable for assessments on such Lot

due prior to such acquisition of title. Such unpaid assessments then shall be deemed to be common expenses collectible from Owners of all Lots subject to assessment, including such acquirer, its successors and assigns.

ARTICLE VII EASEMENTS

- 7.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered on a Lot or the Common Area (in accordance with the terms of these restrictions) to a distance of not more than tree feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of an Owner, occupant, or the Association. No reciprocal appurtenant easements of encroachment for maintenance and use of any permitted encroachment may be used in violation of any governmental requirement.
- 7.2 Easements for Utilities. There are hereby reserved unto Declarant, so long as Declarant owns any Lot, access and maintenance easements upon, across, over, and under all of the Property (to the extent necessary for the purpose of construction, installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, telephone, voice, video, entertainment, security and similar systems used for various purposes including any transmission of intelligence), roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, water pipes and systems, sewer pipes and systems, utility meter boxes, gas pipes and supply systems, and electricity distribution systems, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property. Declarant hereby grants to the Association the right of access to Common Areas or other such areas as Declarant may designate from time to time as a designee for any or all of such easements reserved hereby. Declarant and the Association, as appropriate, may designate any public utility as an agent under these easements for the purpose of installing, maintaining or repairing any such utilities and systems. This easement shall not entitle the holders or agents to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any protected area or any existing dwelling (whether complete or under construction or renovation) on a Lot, and any damage to a protected area or Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any lot and, except in an emergency, entry onto any Lot shall be made only after notice to the Owner or occupant.

Declarant specifically grants to the to the utilities supplying water, electricity, cable, telephone (or similar electronic services), and natural gas services in or under agreements or easements granted therefore, easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining such utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling or structures on any Lot, nor shall any utilities be installed or relocated on the Property except as approved by the Declarant and in conformance with any governmental requirements.

7.3 Easements for Golf Course.

(a) Each portion of the Property is burdened with an easement permitting golf balls unintentionally to come upon such property and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of such property to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry.

The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liability for any for any damage or injury resulting from errant golf balls of the exercise of this easement: the Declarant; the Association or its Members (in their capacity as such); the owner of the golf course adjacent to the Property, or assigns or operators or lessees of the golf course or function or event; any Builder or contractor (in their capacities as such); any Mortgagee, any officer, director, or partner of any of the foregoing, or any officer or director of any partner.

(b) The owners of the adjacent golf course, their respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary to the operation, maintenance, repair, and replacement of the golf course.

(c) The properties immediately adjacent to the golf course are hereby burdened with a non-exclusive easement in favor of the adjacent golf course for overspray of water from the irrigation system serving the golf course. Under no circumstance shall the Association or the owners of the golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) The owners of the golf course, their respective successors and assigns, shall have a perpetual, exclusive easement of access over the Property for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from the golf course.

7.4. Easement for Maintenance, Emergency, and Enforcement. The Declarant, the Association, and their respective designees shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to

perform maintenance and to inspect for the purpose of ensuring compliance with the Declaration, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their duties.

Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of Entry shall include the right to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after being requested to do so by the Board, but shall not authorize entry into any single-family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

7.5 Easement for Use of Private Streets. The Declarant hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the private streets within the Common Area, for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment and personnel; for local, state and federal agency representative exercising any duty in their official capacities; for school buses; for U.S. Postal Service delivery vehicles and personnel; for private delivery or courier services; and for vehicles, equipment, and personnel providing garbage collection and recycling services to the Property; provided, such easement shall not authorize any person to enter the Property except while acting in their official capacities.

ARTICLE VIII ADDITIONS TO PROPERTY

8.1 ADDITIONS. The Declarant, its successors and assigns, shall have the right, without further consent of the Association, or the Owners, to bring within the plan and operation of this Declaration additional Lots so long as they are created from property contiguous with the then existing portions of the The Legacy at Barefoot. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, road-of-way or easement, and such shall be deemed contiguous. The additions authorized under this section shall be made by filing a supplementary Declaration of Covenants, Conditions and Restrictions with respect to the Additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration so such additional property after which it shall fall within the definition of Property as herein set forth.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the added properties and are not inconsistent with this Declaration.

8.2 Additions After the Termination of the Class B Member. Upon approval in writing of the Association pursuant to three-fourths (3/4) of the vote of those present in person or by proxy at a duly called meeting, the Owner (except the Declarant) of any property who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, may file or record a supplementary Declaration of Covenants. Conditions and Restrictions with respects to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modification of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration.

ARTICLE IX MORTGAGES

The following provisions are for the benefit of holders, insurers, and guarantors of first mortgages on Lots. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

9.1 Notices of Action. Any institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association stating its name and address and the street address of the Lot to which its Mortgage relates shall be deemed an eligible mortgage holder ("Eligible Holder") and shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of such Lot, any portion of the Common Area which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Owner or occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders;

(e) Any meeting of the membership to be held for a vote on any material amendment to the governing documents of the Association, including the following:

material amendment to this Declaration; material amendment to the Articles or Bylaws; any proposed termination of this Declaration or dissolution of the Association; any proposed merger of the Association with another association; or

- (f) Any extraordinary actions to be taken by the Association, or any emergency extraordinary actions taken by the Association.

9.2 Amendments to Documents. The approval of Eligible Holders of first Mortgages to Lots to which at least 51 % of the votes of the Membership subject to a Mortgage held by an Eligible Holder appertain shall be required to materially amend any provisions of this Declaration, the By-Laws, or the Articles, which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

9.3 No Priority. No Provision of this Declaration or the By-Laws gives or shall be construed as giving any owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Lot.

9.4 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

9.5 Additional Mortgagee Rights. In addition to the foregoing, any Mortgagee shall have the following rights:

- (a) The right of the Mortgagees of a majority of the Lots to demand professional management of the Association;
- (b) The right of the Mortgagees of a majority of the Lots to demand an audit of the Association's financial records, not to exceed on audit per calendar year; and
- (c) The right of each Mortgagee to inspect Association documents and records on the same terms as the Members of the Association.

ARTICLE X MISCELLANEOUS

10.1 Duration. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically, including but not limited to, the successors and assigns, if any, of the Declarant for a period of forty (40) years from the execution date of this Declaration after which time all said covenants

shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by the then Owners of two-thirds (2/3) of the Lots.

- 10.2 Amendments. The Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion, from the date hereof until the Class B membership ceases to exist. Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Owners at a duly called meeting and any proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of the proposed amendment. Notice of the meeting shall be given to the Owners at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the Owners shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than thirty (30) days after the date of the meeting of the Owners at which the amendment was adopted), the date that notice of the meeting was given, the total number of votes of Owners, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total number of votes cast against the amendment. The Addendum shall be recorded in the Office of the Register of Deeds for Horry County. Provided, however, that neither the Owners nor the Association shall have the right to revoke, cancel or amend an easement granted or reserved in this Declaration.

The quorum required for any action authorized to be taken by the Owners under this Section 10.2 shall be as follows:

The first time any meeting of the Owners is called to take action under this Section 9.2 the presence at the meeting of the Owners or proxies entitled to cast sixty (60%) percent of the total vote of the ownership shall constitute a quorum if the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice, and the required quorum at such subsequent meeting shall be the presence of Owners or proxies entitled to cast fifty (50%) percent of the total vote.

- 10.3 Enforcement. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Owner or agent of such Owner, the Declarant or any other Owners or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

The Declaration may engage a person or person to respond to complaints received as to violations of the covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, the Declarant may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these covenants. Violators shall be obligated to reimburse the Declarant in full for all its direct and indirect

costs, including but not limited to, legal fines incurred in maintaining compliance with these covenants. Enforcement of these covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these covenants. The failure to enforce any rights, reservations, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

10.4 Severability. The provisions of this Declaration shall be severable. The unenforceability, of any provision in this Declaration shall not affect the validity of the remaining provisions, unless either party should determine in its sole and complete discretion that such term or provision materially or adversely affects the benefit of its bargain under this Declaration in which case said party may terminate this Declaration without further liability to the other party hereto.

10.5 Headings. The headings of this Declaration are inserted for convenience only and are not to be considered in the construction of the provisions hereof and shall not in any way limit scope or modify the substance or context of any section of paragraph hereof.

10.6 Inclusive Words. Unless the context otherwise requires, any terms of the Declaration which indicate the neuter of any gender shall be held to include the neuter and the other gender, as the case may be; and the words in singular shall be held and constructed to include the plural and vice versa.

10.7 Notices. All notices which either party is required or may desire to give to the other under or in conjunction with this Declaration shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same so addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by delivering the same personally to such other party.

If to the Declarant: The Legacy Development SC Group, LLC
5490 Greenland Road
Jacksonville, FL 32258

Attn: Ken Gwynn

With a copy to: Robert S. Guyton, Esquire
4605 B Oleander Drive, Suite 202
Myrtle Beach, SC 29572

If to the Association:

Attn: _____

EXHIBIT "A"

ALL AND SINGULAR those certain pieces, parcels or lots of land, situate, lying and being in Little River Township, City of North Myrtle Beach, Horry County, South Carolina, being shown and described as Lots 1 through 108 on that plat entitled "VILLA D'ESTE – LOT 14, TRACT "B" – BAREFOOT RESORT" prepared for Centex Homes by DDC Engineers, Inc., dated December 19, 2005, and recorded November 13, 2006 in the Office of the Register of Deeds for Horry County in Plat Book 218 at pages 106 and 106A, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH the streets, open spaces, and easement areas shown on the above plat as Via Palma Drive, Via Verde Drive, and Mirabel Court, Open Space #1, Open Space #2, Open Space #3, Open Space #4, Open Space #5 and 50' Utility, Irrigation and Ingress-Egress Easement.

RESERVING unto the Grantor, its successors and assigns, a perpetual non-exclusive easement, in common with others entitled thereto, on, over, across and under that portion of "Open Space #2@ shown as A Portion of 50' Utility and Irrigation Easement" and "50' Ingress-Egress and Utility Easement" on the above described plat, for ingress, egress and regress to and from Barefoot Resort Bridge Road to other lands of Grantor and for the construction, installation, maintenance, repair and upgrading of roadways, drainage ways, and utilities for the benefit of the other lands of the Grantor within Barefoot Resort.

This being the same property conveyed to Legacy Development SC Group, LLC, a Florida limited liability company, by deed dated December 15, 2006, recorded December 15, 2006 in Deed Book 3204 at page 695, in the office of the Register of Deeds for Horry County, South Carolina.

Parent TMS 155-00-01-104

TMS Number correct 155201031-113

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LEGACY AT BAREFOOT

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LEGACY AT BAREFOOT ("First Amendment") is made this 21st day of AUGUST, 2008, by Legacy Development SC Group, LLC, a Florida limited liability company, whose address is 802 41st Avenue South, North Myrtle Beach, South Carolina 29582 ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Horry County, South Carolina known as The Legacy at Barefoot ("Property");

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Legacy at Barefoot was recorded in Official Records Book 3207, Page 2180, of the Office of the Register of Deeds of Horry County, South Carolina, subjecting the Property to certain easements, covenants, conditions, and restrictions which encumbers the Property ("Declaration");

WHEREAS, Declarant is the declarant of the Declaration, as defined in the Declaration;

WHEREAS, the Declaration creates The Legacy Homeowners Association, Inc., a South Carolina Non-Profit Corporation, ("Association") for the purpose of administration and enforcement of the Declaration;

WHEREAS, the Association consists of "Class A Members" and "Class B Members";

WHEREAS, Class A Members consists of all owners other than the Declarant, and the Class B Member consists of the Declarant;

WHEREAS, Class A Members are entitled to one (1) vote for each Lot (as defined below) owned and located within the Property;

WHEREAS, Class B Members are entitled to three (3) votes for each Lot owned;

WHEREAS, Section 10.2 of the Declaration reserves the right for the Declarant to unilaterally amend the Declaration as it may deem appropriate until the Class B membership ceases to exist under the Declaration;

WHEREAS, Section 5.2 of the Declaration states that the Class B Membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership;

WHEREAS, currently, the total votes outstanding in the Class A Membership are less than the total votes outstanding in the Class B Membership.

WHEREAS, in accordance with Section 10.2 of the Declaration, Declarant desires to amend the Declaration in order to change the name of the Property, recognize a change in the name of the Association and adopt the Amended and Restated Articles and Bylaws of the Association.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above Recitals are true and correct and are incorporated in this First Amendment.

2. All capitalized terms used in this First Amendment have the same definitions as such terms are defined in the Declaration, unless explicitly redefined in this First Amendment.

3. The Property, previously known as "The Legacy at Barefoot", shall now be known as "Tuscan Sands at Barefoot Resort and Golf". Therefore, all references contained in the Declaration to "The Legacy at Barefoot" shall be deleted and replaced with "Tuscan Sands at Barefoot Resort and Golf".

4. The Association, previously known as "The Legacy Homeowners Association, Inc.," is now known as "Tuscan Sands at Barefoot Resort and Golf Homeowners' Association, Inc." pursuant to the Articles of Amendment filed with the South Carolina Secretary of State on June 26, 2008. All references contained in the Declaration to "The Legacy Homeowners Association, Inc.," shall be deleted and replaced with "Tuscan Sands at Barefoot Resort and Golf Homeowners' Association, Inc." Further, all references in the Declaration to the "Association" shall indicate a reference to Tuscan Sands at Barefoot Resort and Golf Homeowners' Association, Inc.

5. The Declarant, through this First Amendment to the Declaration, adopts the Articles of Amendment of The Tuscan Sands at Barefoot Resort and Golf Homeowners' Association, Inc, as set forth on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.

6. The Declarant, through this First Amendment to the Declaration, adopts the Amended and Restated Bylaws of The Tuscan Sands at Barefoot Resort and Golf Homeowners' Association, Inc., as set forth on Exhibit "B", a copy of which is attached hereto and incorporated herein by reference.

7. Except as indicated herein, the terms of the Declaration remain unchanged.

8. This First Amendment shall take effect upon recordation in the Office of the Register of Deeds of Horry County.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 21st day of August, 2008.

Witnesses:

Katisha D Hill
Witness Signature

Katisha D Hill
Print Name

Veronique Bialik
Witness Signature

Veronique Bialik
Print Name

"Declarant"

LEGACY DEVELOPMENT SC GROUP, LLC,
a Florida limited liability company

By: [Signature]

As Its: Manager

Florida
STATE OF SOUTH CAROLINA)
COUNTY OF HORRY Duval) ss.

Before me, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Ron LeGrand, the Manager of LEGACY DEVELOPMENT SC GROUP, LLC., and s/he acknowledged that s/he executed the foregoing instrument on behalf of the company under due authority therefrom. S/He is personally known to me, or has produced _____ as identification.

Witness my hand and seal this 21st day of August, 2008.

[Signature]
(Notary Signature)

Melanie R Moore
(Notary Name Printed)

NOTARY PUBLIC

Commission No. DD 531249

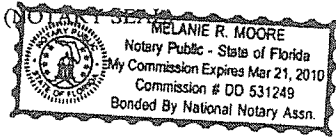


EXHIBIT A

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

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

JUN 26 2008

NONPROFIT CORPORATION
ARTICLES OF AMENDMENT

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to the provisions of Section 33-31-1005 of the 1976 South Carolina Code of Laws, as amended, the applicant delivers to the Secretary of State these articles of amendment.

1. The name of the nonprofit corporation is The Legacy Homeowners Association, Inc.
2. Date incorporated February 15, 2008
3. Specify (a) the text of every amendment adopted, and (b) list when each amendment was adopted.
The name of the corporation is changed to TUSCAN SANDS AT BAREFOOT RESORT AND GOLF HOMEOWNERS' ASSOCIATION, INC.
4. By checking this paragraph #4 the applicant represents that (a) approval of the amendment by the members was not required, (b) the amendment was approved by a sufficient vote of the board or directors or the incorporators. (Do not check this paragraph #4 if member vote was required or if the required vote of directors or incorporators was not obtained.)
5. If the approval of the members was required to adopt the amendment(s), provide the following information:
 - (a) Designation (Classes of Membership)

 - (b) Number of memberships outstanding

 - (c) Number of votes entitled to be cast by each class entitled to vote separately on the amendment

 - (d) Number of votes of each class indisputably voting on the amendment

 - (e) Complete one of the following as appropriate
 - (i) Total number of votes cast for and against the amendment by each class entitled to vote separately _____

 - (ii) Total number of undisputed votes cast for the amendment by each class which was sufficient for approval for that class _____

080626-0150 FILED: 06/26/2008
TUSCAN SANDS AT BAREFOOT RESORT AND GOLF HOMEOWNERS' ASSOCIATION, INC.
Filing Fee: \$10.00 ORIG


Mark Hammond South Carolina Secretary of State

The Legacy Homeowners Association, Inc.
Name of Corporation

6. By checking this paragraph #6 the applicant represents that approval of the amendment by some person or persons other than the members, the board, or the incorporators is required pursuant to Section 33-31-1030 of the 1976 South Carolina Code of Laws, as amended, and that the approval was obtained. (Do not mark paragraph #6 if either of these statements is not true.)
7. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself _____
8. If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #8 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

Date 6/25/08

The Legacy Homeowners Association, Inc.
Name of Corporation


Signature of Officer

GARY L. JOHNSON, CONTROLLER
Type or Print Name and Office

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk which will allow for expansion of space on the form.
3. This form must be accompanied by the filing fee of \$10.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

EXHIBIT B

AMENDED AND RESTATED BYLAWS
OF
TUSCAN SANDS AT BAREFOOT RESORT AND GOLF HOMEOWNERS'
ASSOCIATION, INC.
(a mutual benefit, not-for-profit South Carolina corporation)

ARTICLE 1
NAME AND LOCATION

1.1 Name and Location. The name of the corporation is Tuscan Sands at Barefoot Resort and Golf Homeowners' Association, Inc., ("**Association**"), a mutual benefit, not-for-profit South Carolina corporation, organized and existing under the laws of the State of South Carolina. The principal office of the Association shall be located at the Property, or at such other place as may be designated by the Board.

1.2 Seal of Fractional Association. The seal of the Association shall bear the name of the Association, the word "South Carolina," the words, "Mutual Benefit, Not-For-Profit Corporation" and the year of incorporation.

ARTICLE 2
DEFINITIONS

2.1 Incorporation. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Tuscan Sands at Barefoot Resort and Golf ("**Declaration**") are incorporated by reference herein.

ARTICLE 3
MEETING OF MEMBERS AND VOTING

3.1 Annual Meeting. The first meeting of the Members, whether an annual or a special meeting, shall be held on such day and at such time as the Board, upon majority vote, shall determine and which shall occur not more than twelve (12) months following the conveyance of the first Lot to an Owner. Subsequent annual meetings of the Members shall be held thereafter at an hour and place within thirty (30) days of the same month and day of such first meeting, as set by the Board.

3.2 Special Meetings. Special meetings of the Members shall be promptly scheduled at any time by the Board upon vote of a majority of the Board of Directors or upon written request of the President. A special meeting of the Members shall be called upon written demand delivered to the Secretary by the Members representing ten percent (10%) of the total voting power of the Association, notice of which shall be by written notice to all Members within thirty (30) days of the Secretary's receipt of the demand. For purposes of determining the ten percent (10%), the record date shall be thirty (30) days before delivery of the written demand. Upon the failure of the Association to send notice of a special meeting within thirty (30) days following delivery of written demand as aforesaid, any Member signing the demand may set the time and place of the special meeting and give notice thereof to all Members in accordance with Title 33, Chapter 31, South Carolina Code (the "**Non-Profit Corporation Act**").

3.3 Notice and Place of Meetings. Unless otherwise provided in the Declaration, the Articles of Incorporation, in these By-Laws, or in the Non-Profit Corporation Act, written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of, the Secretary, by mailing a copy of such notice, first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. In the case of written demand of Members representing ten percent (10%) of the total voting power of the Association, written notice of such meeting shall be given not more than thirty (30) days after written demand is delivered to the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and shall provide for voting by proxy. If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal: (a) removing a Director without cause; (b) filling vacancies in the Board of Directors by the Members; or (c) amending the Articles of Incorporation. Meetings shall be held within the Property or at a meeting place within the same county, as close to the Property as possible.

Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. The waiver must be delivered to the Association for inclusion in the minutes or filing with the corporate records. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Objection by a Member shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

3.4 Quorum. Unless otherwise provided herein, in the Declaration, the Articles of Incorporation, or the Non-Profit Corporation Act, the presence of Members representing one-third ($\frac{1}{3}$) of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum of one-third ($\frac{1}{3}$) of the votes of all Members is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Members to leave less than such required quorum, provided that Members representing twenty percent (20%) of the total votes of the Association remain present in person and/or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute such quorum. If the required quorum is not present, another meeting may be called, not less than ten (10) nor more than sixty (60) days following the first meeting, and the required quorum at the subsequent meeting shall be the Members present, in person or by proxy, and entitled to vote. Unless otherwise provided, any reference hereafter to "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established by this Section 3.4. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 3.3.

36-owners

3.5 Ballots and Representative Voting.

(a) Voting Referendum: Written Ballots. Any vote of Members on a matter that would be cast at an annual, regular or special meeting may be taken, without a meeting, by written ballot delivered to every Member by the Association. The ballot shall set forth the matter

to be voted upon and provide thereon a place to vote for or against such matter. Approval by written ballot without a meeting shall be effective only when the number of votes cast by ballot equals or exceeds the quorum required to be present had the matter been considered at a meeting, and the number voting for the matter equals or exceeds the number of votes required to approve it had the matter been considered at a meeting at which the requisite quorum is present. A solicitation of votes by ballot shall (i) indicate the record date for Members eligible to vote; (ii) indicate the number of returned ballots voting for or against the matter that is required to satisfy the quorum requirement; (iii) state the required number of votes or percentage voting in favor of the matter required to approve it (except in the case of election of directors, which shall be by plurality); and (iv) state the date and time by which a Member's completed ballot must be received by the Secretary in order to be counted in the vote to be taken. A ballot, once delivered to the Secretary, may not be revoked. A Member's signed ballot shall be delivered to the Secretary by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

(b) Proxies. At all meetings of Members, each Member may vote in person or by proxy. The appointment form of proxy shall be in writing and received by the Secretary before the appointed time of the meeting. Every proxy appointment shall automatically cease upon conveyance by the Member of his Unit, or upon receipt of written notice by the Secretary of the death or judicially declared incompetence of a Member prior to the counting of the vote, upon revocation of the appointment of the proxy in accordance with the Non-Profit Corporation Act, or upon the expiration of eleven (11) months from the date of the proxy. Unless the proxy appointment form otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. Any proxy appointment form distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon set forth in the notice of the meeting. The appointment shall provide that, where the Member specifies a choice, the vote shall be cast by the proxy in accordance with that choice. The form shall also identify the person or persons acting as the proxy and the length of time it will be valid. In addition, voting by a proxy shall comply with any other applicable requirements of the Non-Profit Corporation Act. The Member's signed proxy appointment form shall be delivered to the Secretary by hand delivery, by U.S. mail, and by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

3.6 Membership and Voting. Membership in the Association will be as set forth in the Declaration and in the Articles of Incorporation. Except as otherwise provided in the Declaration, the Articles of Incorporation, these By-Laws, or the Non-Profit Corporation Act, any action by the Association which must have the approval of the Members before being undertaken shall require voting approval by a majority of the votes cast by Members present at which the required quorum is present. An abstention shall be counted as a negative vote in calculating the majority. Members are divided into Type A and Type B Members for the sole purpose of computing voting rights and shall not vote as a class, unless expressly provided otherwise.

3.7 Sub-Association. With respect to any portion of the Property which is submitted to a timeshare, fractional, or similar program in accordance with Section 2.1 of the Declaration, and for which a respective sub-association ("Sub-Association") is created, unless otherwise provided in the Declaration, such Sub-Association shall be the only representative authorized to act for an on behalf of the Owner(s) of that portion of the Property for voting and other purposes with respect to the Association; provided, however, that the provisions of this paragraph shall not relieve any Owner subject to a Sub-Association from complying with the covenants, conditions and restrictions of the Declaration or from the Owner's duties and obligations as a Member of the Association. The manner in which such a Sub-Association shall exercise the voting and other rights of the Owners subject to that Sub-Association shall be set forth in the governing documents for that Sub-Association.

3.8 Action Without Meeting. Any action that may be taken at any annual or special meeting of Members (except the election of Directors) may be taken without a meeting in accordance with the provisions of the Non-Profit Corporation Act. Any form of written ballot distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice.

3.9 Conduct of Meetings. Meetings of the membership of the Association shall be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Association may adopt. Except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with the Non-Profit Corporation Act. No Member of the Association shall have any right as an Association Member to attend any meeting of the Board, except such meetings of the Board as the Board of Directors shall, in the exercise of its sole discretion, open to the membership or any other person. In any matter relating to the discipline of an Association Member, the Board shall always meet in closed session if requested by that Member, and the Member shall be entitled to attend such closed session.

ARTICLE 4

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 Number. The affairs of the Association shall be managed by a Board of Directors, all of whom must be Members of the Association, or an officer, director, employee or agent of a Member, including Declarant. The initial Board of Directors shall consist of three (3) Directors who shall be appointed by Declarant. Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to the Declaration until the Class B Membership is converted to Class A Membership in accordance with Section 5.2 of the Declaration ("Declarant Control Period"). Within sixty (60) days after the expiration of Declarant Control Period, the Members shall elect five (5) Directors. The Association shall either call, and give not less than thirty (30) days' and not more than sixty (60) days' notice of, such special meeting of the Members to elect the Board of Directors, or the date on which the Association shall count the written ballots distributed to the Members with such notice for the election of the Board of Directors. Each year thereafter, the Members shall elect such number of Directors as shall exist whose terms are expiring.

4.2 Term of Office. The election of Directors shall be by plurality, the number of nominees equal to the number of vacancies to be filled receiving the greatest number of votes being elected. However, at the meeting of the Association following expiration of Declarant Control Period held to elect five (5) Directors or the date following expiration of Declarant Control Period when written ballots are to be counted for the election of such Directors pursuant to Section 4.1, the two (2) nominees receiving the highest number of votes will each be elected for a term of two (2) years, and the next three (3) nominees receiving the highest number of votes will each be elected for a term of one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve for a term of two (2) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

4.3 Removal; Vacancies. A Director appointed by Declarant may only be removed by Declarant, otherwise, a Director may be removed from office, with or without cause, at any regular or special meeting of the Members by sixty-seven percent (67%) of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any removed Director may be elected at the same meeting at which the vacancy is created by the removal of the Director. A Director whose removal is proposed to be voted upon at any meeting shall be given notice of the proposed removal not less than 10 days prior to the date of the meeting and shall be given an opportunity to be heard at the meeting. In the event of death or resignation of a Director, the vacancy shall be filled by majority vote of the Board at a duly held meeting, or by the sole remaining Director. A successor Director shall serve for the unexpired term of his or her predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the Directors.

4.4 Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for his actual expenses, if reasonable, that are incurred in the performance of his or her duties, including, but not limited to, travel expenses.

4.5 Indemnification of Corporate Agents. The Association shall indemnify any present or former Director, officer, employee or other agent of the Association to the fullest extent authorized under the Non-Profit Corporation Act, or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was not entitled to indemnification under this provision.

ARTICLE 5

NOMINATION AND ELECTION OF DIRECTORS

5.1 Election. The first election of the Board shall be conducted as set forth in Section 4.1. At such election the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. No cumulative voting shall be permitted. Voting for Directors at a meeting shall be by secret written ballot. Voting for Directors may also be conducted by written ballot pursuant to Section 3.5(a).

ARTICLE 6

MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place within the Property, and at such hour as may be fixed from time to time by resolution of the Board. If a larger meeting room is required than exists within the Property, the Board shall select a room as close as possible to the Property. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Directors. Notice of the special meeting shall specify the time and place of the meeting and the nature of the special business to be considered.

6.3 Quorum. A majority of the Directors then in office (but not less than two (2)) shall constitute a quorum for the transaction of business. Every act performed or decisions made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. 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 a majority of the required quorum for that meeting.

6.4 Executive Session. The Board may, with approval of a majority of the Directors present at a meeting in which a quorum for the transaction of business has been established, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel and matters involving contracts of which the Association is a party, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

6.5 Telephone Meetings. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. An explanation of the action shall be filed with the minutes of the proceedings of the Board.

6.6 Waiver of Notice. The transaction 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.

6.7 Notice of Adjourned Meeting. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

6.8 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

6.9 Notices Generally. Notice of any meeting of the Board of Directors, whether regular or special, shall be given to each Director by one (1) of the following methods; (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; (d) by telegram, charges prepaid; or (e) by facsimile transmission to the fax number of the Directors or to e-mail address of the Directors, with proof of transmission and receipt thereof being retained in the minutes of the meeting. All such notices shall be given or sent to the Director's address, telephone number, fax number or e-mail address as shown on the records of the Association. Such notice shall be sent to all Directors not less than seventy-two (72) hours prior to the scheduled time of the meeting, provided, however, notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph, facsimile transmission or e-mail shall be delivered, telephoned, given to the telegraph company, faxed or e-mailed, as the case may be, at least seventy-two (72) hours before the time set for the meeting. Notice of any meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

ARTICLE 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Duties. It shall be the duty of the Board of Directors to

- (a) Maintenance. Perform the maintenance described in the Declaration;
- (b) Insurance. Maintain insurance as required by the Declaration;
- (c) Discharge of Liens. Discharge by payment, if necessary, any lien against the Common Areas and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);
- (d) Assessments. Fix, levy, collect and enforce Assessments as set forth in the Declaration;
- (e) Expenses and Obligations. Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (f) Records. Cause to be kept minutes of annual meetings of Members and to present such minutes to the Members at the next annual meeting of the Members; minutes of any special meeting when such statement is requested in writing by one-fourth (1/4) of the Type A Members; and to keep adequate and correct books and records of account, minutes of proceedings of its Board and committees, and a roll of its Members giving their names and addresses and classes of membership;

(g) Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(h) Review of Financial Records. Review on at least a quarterly basis a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared to the current year's budget, and an income and expense statement for the Association's operating and reserve accounts. In addition, the Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts. For purposes herein, "reserve accounts" shall mean monies that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, these major components, which the Association is obligated to maintain.

(i) Reserve Account Withdrawal Restrictions. Require that at least two (2) signatures are needed for the withdrawal of monies from the Association's reserve accounts, at least one (1) of whom shall be a member of the Board. One (1) signature may be that of the Association's manager or such manager's designee.

(j) Reserve Account Fund Management. The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

(k) Reserve Studies. At least every five (5) years the Board shall cause an independent analysis of the reserve component of the operating budget to be conducted to confirm that component replacement costs and useful lives are accurately reflected in the reserve allocation.

7.2 Powers. The Board of Directors shall have power to

(a) Manager. Employ a manager as provided in the Declaration;

(b) Adoption of Rules. Adopt rules in accordance with the Declaration;

(c) Assessments, Liens and Fines. Levy and collect Assessments and impose fines as provided in the Declaration.

(d) Enforcement. Enforce these Bylaws and/or the Declaration as provided in Section 10.3 of the Declaration.

(e) Contracts. Contract for goods and/or services in accordance with the Declaration.

(f) Delegation. Delegate its authority and powers to committees, officers or employees of the Association or to a manager employed by the Association. The Board may not delegate the authority to procure insurance, make capital expenditures for additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration or rules and regulation promulgated by the Board, or to make a decision to levy monetary fines, impose special Assessments against individual Lots, temporarily suspend an Owner's rights as a Member of the

Association or otherwise impose discipline following any such hearing; to make a decision to levy Annual or Special Assessments; or to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of Assessments. Any such delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

(g) Borrowings. Borrow money (i) for the purpose of improving the Property, or any portion thereof, (ii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Property, (iii) for providing services authorized herein, and, (iv) to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(h) Other Powers. In addition to any other power contained herein or in the Declaration, the Association may exercise the powers granted to a Non-Profit mutual benefit corporation as enumerated in the Non-Profit Corporation Act.

7.3 Prohibited Acts. The Board shall not take any of actions prohibited of it under the Declaration except with the vote or written consent of a majority of the Members other than Declarant.

ARTICLE 8

OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers. The officers of this Association shall be a President and Secretary, who shall at all times be members of the Board of Directors, a Vice President, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

8.2 Election of Officers. Declarant shall have the sole right to appoint and remove officers during Declarant Control Period. Thereafter, all officers shall hold office at the pleasure of the Board.

8.3 Term. The Board shall elect the officers of this Association annually and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board, but not from the Board, if the officer is also a Board member. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of 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.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Duties. The duties of the officers are as follows

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a South Carolina Non-Profit Corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

(b) Vice President. The Vice President shall act in the place of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with the addresses, and shall perform such other duties as required by the Board. The ministerial functions of the Secretary in recording votes, keeping minutes, sending notices, and keeping the records of names and addresses of Members may be delegated to an Association manager.

8.8 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; and shall prepare and shall distribute budgets and statements. The ministerial functions of the Treasurer in sending Assessment notices, receiving and depositing Assessments, keeping books and ledgers of account, and preparing and distributing budgets and statements may be delegated to an Association manager.

ARTICLE 9

BOOKS AND RECORDS

9.1 Inspection by Members. The membership register (including names, mailing addresses, telephone numbers and voting rights), books of account and minutes of meetings of the Members, of the Board (including drafts and summaries), and of committees shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Property as the Board shall prescribe. Board minutes shall be available to Members within thirty (30) days of the meeting, and shall be distributed to any Member upon request and upon reimbursement of the costs in making that distribution.

9.2 Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) Notice to be given to the custodian of the records by the Member desiring to make the inspection;

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

(iii) Payment of the cost of reproducing copies of documents requested by a Member.

9.3 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 copies of documents, at the expense of the Association.

9.4 Documents Provided by Board. Upon written request, the Board shall, within ten (10) days of the mailing or delivery of such request, provide an Owner with a copy of the governing documents of the Property, a copy of the most recent budget and statements of the Association, and a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Annual and Special Assessments and fees, as well as any Assessments levied upon the Owner's interest which, as of the date of the statement, are or may be made a lien upon the Owner's Lots. The Board may impose a fee for providing the foregoing which may not exceed the reasonable cost to prepare and reproduce the requested documents.

ARTICLE 10

MISCELLANEOUS

10.1 Amendments. Prior to close of the sale of the first Lot, Declarant may amend these Bylaws. After sale of the first Lot these Bylaws may be amended, only as provided in the Declaration or in the Non-Profit Corporation Act.

10.2 Conflicts. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

10.3 Fiscal Year. Unless directed otherwise by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

SECOND AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TUSCAN SANDS AT BAREFOOT RESORT AND GOLF

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUSCAN SANDS AT BAREFOOT RESORT AND GOLF ("Second Amendment") is made this 21st day of August, 2008, by Legacy Development SC Group, LLC, a Florida limited liability company, whose address is 802 41st Avenue South, North Myrtle Beach, South Carolina 2958 ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Horry County, South Carolina ("Property");

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Tuscan Sands at Barefoot Resort and Golf, recorded in Official Records Book 3207, Page 2180, of the Office of the Register of Deeds of Horry County, South Carolina, as amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Tuscan Sands at Barefoot Resort and Golf in Official Records Book _____ Page _____ of the Office of the Register of Deeds of Horry County, South Carolina, subjecting the Property to certain covenants, conditions, and restrictions which encumbers the Property ("Declaration");

WHEREAS, Declarant is the declarant of the Declaration, as defined in the Declaration;

WHEREAS, the Declaration creates The Tuscan Sands at Barefoot Resort and Golf Homeowners' Association, Inc., a South Carolina Non-Profit Corporation ("Association") for the purpose of administration and enforcement of the Declaration;

WHEREAS, the Association consists of "Class A Members" and "Class B Members";

WHEREAS, Class A Members consists of all owners other than the Declarant, whereas the Class B Member consists of the Declarant;

WHEREAS, Class A Members are entitled to one (1) vote for each Lot (as defined below) owned and located within the Property;

WHEREAS, Class B Members are entitled to three (3) votes for each Lot owned;

WHEREAS, Section 10.2 of the Declaration reserves the right for the Declarant to unilaterally amend the Declaration as it may deem appropriate until the Class B membership ceases to exist under the Declaration;

WHEREAS, Section 5.2 of the Declaration states that the Class B Membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership;

WHEREAS, currently, the total votes outstanding in the Class A Membership are less than the total votes outstanding in the Class B Membership;

WHEREAS, in accordance with Section 10.2 of the Declaration, Declarant desires to amend the Declaration in order to further clarify certain easements and restrictions, and to expressly permit the development of a fractional plan on the Property.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above Recitals are true and correct and are incorporated in this Second Amendment.

2. All capitalized terms used in this Second Amendment have the same definitions as such terms are defined in the Declaration, unless explicitly redefined in this Second Amendment.

3. Article I, Section 1.9 is hereby amended as follows (additions shown as double-underline and deletions shown as strikethrough):

1.9 "Lot" means any subdivided parcel of land located within the Property, whether improved or unimproved, which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map of any part of the Property. Declarant reserves the right to subject any Lot to a Fractional Plan by subjecting the Lot to a Fractional Instrument. In such event, such a Lot will also be a Fractional Unit.

4. Article I, Section 1.11 is hereby amended as follows (additions shown as double-underline and deletions shown as strikethrough):

1.11 "Mortgagee" means the holder of a first-priority mortgage upon any Lot or Lot or any Fractional Interest, within the Property.

5. Article I, Section 1.13 is hereby amended as follows (additions shown as double-underline and deletions shown as strikethrough):

1.13 "Owner" means the owner as shown by the real estate records whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any lot or the fee simple owner of a Fractional Interest in a Fractional Plan but, notwithstanding any applicable theory of a deed of trust, shall

not mean or refer to the mortgage or holder of a mortgage, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding for deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. As to any portion of the Property declared as a fractional property, conveyed to a Fractional Plan or otherwise subject to subdivision restrictions or other similar restrictive documents pursuant to which an owners' association is created, that association shall be deemed the Owner; provided however, that this definition shall not relieve any member of such association as an owner of an interest subject to the master deed, Fractional Instrument, or restrictive documents from compliance with the restrictions and conditions set forth in this Declaration. Each association shall be the only representative authorized to act on behalf of the members of such association, including any Owners, with respect to the provisions of this Declaration. Whenever the governing board of the respective association gives its acknowledgment, consent, understanding, or agreement with respect to this Declaration, or whenever any notice is served or delivered to such governing board pursuant to this Declaration, such acknowledgment, consent, understanding, agreement, service or delivery shall be deemed to also have been given or received by each member of that respective association and shall be absolutely binding on each member.

6. Article I, Section 1.14 is hereby added to read as follows:

1.14 "Fractional Association" means an association organization of Owners of Fractional Interests.

7. Article I, Section 1.15 is hereby added to read as follows:

1.15 "Fractional Instrument" means the document creating a Fractional Plan, executed by Declarant or its designated successors or assigns, and recorded in the Office of the Register of Deeds of Horry County, South Carolina, and any amendments to such instrument. No person or entity other than the Declarant may record any instrument which conveys any Lot on the Property to any other Fractional Plan, timeshare plan, travel club, exchange company, multiple club, vacation club, membership club, equity club, non-equity club or without containing Declarant's prior written approval in Declarant's sole and absolute discretion.

8. Article I, Section 1.16 is hereby added to read as follows:

1.16 "Fractional Interest" means an interest and accompanying right to use a Fractional Unit as more particularly described in a Fractional Instrument established in accordance with this Declaration. A Fractional Interest constitutes a "timeshare interest" under the Act.

9. Article I, Section 1.17 is hereby added to read as follows:

- 1.17 "Fractional Plan" means any "vacation time sharing ownership plan" as that term is defined in the Act, whereby an Owner is conveyed a Fractional Interest in a Fractional Unit entitling such Owner to receive ownership rights in or the right to use a Fractional Unit pursuant to a Fractional Instrument.
10. Article I, Section 1.18 is hereby added to read as follows:
- 1.18 "Fractional Property" means any portion of the Property that is made subject to a Fractional Plan.
11. Article I, Section 1.19 is hereby added to read as follows:
- 1.19 "Fractional Unit" means a Lot subjected to a Fractional Plan pursuant to a Fractional Instrument in accordance with this Declaration.
12. Article I, Section 1.20 is hereby added to read as follows:
- 1.20 "Act" means the South Carolina Vacation Time Sharing Plan Act, Title, S.C. Code §27-32-10, et. seq.

13. Article II, Section 2.1 is hereby amended as follows (additions shown as double underline and deletions shown as ~~streak-through~~):

2.1 Residential Use. All Lots in Tuscan Sands at Barefoot Resort and Golf shall be used for residential purposes exclusively. The use of a portion of a dwelling on a Lot as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create regular customer or client traffic to and from the Lot, as determined by the Declarant. The provisions of this Section shall not prohibit the Declarant or its assignees or its designees from using a house or Lot as models for a sales program. Use of Lots or Fractional Units that are Fractional Property or any rental or exchange program associated with any Fractional Plan is expressly prohibited; however, no Lot or Fractional Unit may become committed to any other Fractional Plan, timeshare plan, travel club, exchange company, membership club, vacation club, membership club, equity club, non-equity club, or any other club or entity other than the Declarant without obtaining Declarant's prior written approval in Declarant's sole and absolute discretion.

14. The following paragraph shall be added to Article II, Section 2.8 to read as follows:

Notwithstanding their physical combination, each of the combined or subdivided Lots shall retain its legal identity, its percentage interest in the Common Areas, its assessments and voting rights in the Association, and all of its other appurtenances, all as if the combination had not occurred. An Owner who elects to combine or

subdivide Lot(s) pursuant to this subsection will bear all expenses and costs incurred in connection with such action and is required to reimburse the Association for all expenses incurred by the Association in reviewing and approving the Owner's plans as required this subsection.

13. Article II, first sentence of Section 2.9 is hereby amended as follows (additions shown as underline and deletions shown as ~~strike through~~):

2.9 Repurchase. When any Lot within Tuscan Sands of Barefoot Resort and Golf is offered for sale by an Owner or successors in title to the Owner, Declarant shall have the option to purchase said property at the price on the terms of any bona fide offer for such property made in writing to the Owner at such time and submitted to Declarant for verification, Declarant shall have ~~thirty (30)~~ fifteen (15) days after presentation of such offer to Declarant to exercise this purchase option. If Declarant declines to exercise this option, it shall execute a Waiver of Repurchase Option, said waiver to be an instrument prepared by Declarant, its successors or assigns, which shall also be executed by the Owner and prospective purchaser and be in recordable form.

Should, however, such a sale to a third party not be consummated within six (6) months of the date of the offer transmitted to Declarant, the terms and limitations of this Section shall again be imposed upon any sale by the Owner.

If Declarant shall elect to purchase such property, the transactions shall be consummated within ~~thirty (30)~~ thirty (30) days following delivery of notice by Declarant to the Owner of its decision to repurchase, time being of the essence.

By acceptance of the deed to the property conveyed subject to these restrictions, the grantee, its successors and assigns, hereby agrees that in the event a sale of the property is desired, to appoint Declarant, its successors or assigns, as exclusive real estate agent for such subsequent offering of said property for sale. The sales commission on the transaction shall be the then prevailing standard commission charged by ~~Barefoot-Realty, Inc. Tuscan Sands Realty, LLC~~, its successors or assigns, in the listing and sales of properties in its ordinary course of business.

The foregoing right of repurchase and all other rights set out in Section 2.9 are expressly subordinated to any first-priority Mortgage previously executed or hereafter executed by the Declarant in favor of a Mortgagee. In the event of foreclosure or deed in lieu of foreclosure of the Property by such a mortgagee, the foregoing rights set out in Section 2.9 shall be automatically extinguished and shall not apply to any party (or its successors and assigns) acquiring title to such Property pursuant to such foreclosure or deed in lieu of foreclosure.

The Provisions of this Section 2.9 do not apply to Fractional Units or Fractional Interests.

16 Article III, first sentence of Section 3.5 is hereby amended as follows (additions shown as ~~double-underlined~~ and deletions shown as struck-through):

3.5 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot or Fractional Interest, subject to the following provisions:

17 Article IV, Section 4.1 is hereby amended as follows (additions shown as ~~double-underlined~~ and deletions shown as struck-through):

4.1 Purpose. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners, occupants and invitees of particular Lots. By way of illustration and not of limitation, exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area. All costs associated with maintenance, repair, replacement, and insurance of Exclusive Common Areas shall by be assessed to the particular Lot Owners benefited by the Exclusive Common Area.

18 Article IV, Section 4.2 regarding assignment of Exclusive Common Area is hereby amended as follows (additions shown as ~~double-underlined~~ and deletions shown as struck-through):

4.2 Designation. Initially, the Declarant shall designate any Exclusive Common Area and shall assign the exclusive use thereof in the deed conveying the Common Area to the Association or on the plat or survey relating to such Exclusive Common Area. No such assignment shall preclude Declarant from later assigning use of the same Exclusive Common Area to additional Lots so long as Declarant owns any Lots

Hereafter, a portion of the Common Area may be assigned as Exclusive Common Area and Exclusive Common Area may be reassigned upon the vote of a majority of the Class A votes of Lots to which the Exclusive Common Areas are assigned, if applicable, and of Lots to which the Exclusive Common Areas are to be assigned. As long as the Declarant owns any Lot or Fractional Interest, any such assignment or reassignment shall also require the Declarant's consent.

19 Article IV, Section 4.3 is hereby amended as follows (additions shown as ~~double-underlined~~ and deletions shown as struck-through):

4.3 Use by Others. The Association may, upon approval of a majority of the Owners of Lots and Fractional Interests to which certain Exclusive Common Area is assigned, permit other Owners of other Lots to use all or a portion of such Exclusive Common Area upon payment of user fees, which fees shall be used to offset the assessments attributable to such Exclusive Common Area.

20. Article V, Section 5.1 is hereby amended as follows (additions shown as double underline and deletions shown as ~~strike-through~~):

5.1 Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or a Fractional Interest.

21. Article VI, Section 6.1 is hereby amended as follows (additions shown as double underline and deletions shown as ~~strike-through~~):

6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot and Fractional Interest owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefore (whether or not it shall be so expressed in the deed) is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, these assessments to be established and collected as hereinafter provided (collectively "Assessment"). The Assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each Assessment is made. Each Assessment, together with interest, costs, and reasonable attorney's fees, is also the personal obligation of the person who was the Owner of the property at the time when the Assessment fell due. The obligation for delinquent Assessment passes to a successor in title.

22. Article VI, Section 6.6 is hereby amended as follows (additions shown as double underline and deletions shown as ~~strike-through~~):

6.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and Fractional Units and may be collected on an annual or monthly basis as determined by the Board of Directors.

23. Article VI, Section 6.8 is hereby amended as follows (additions shown as double underline and deletions shown as ~~strike-through~~):

6.8 Effect of Non-payment; Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of fourteen (14%) percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and recover all costs and expenses, including reasonable attorney's fees whether or not suit is brought. No Owner may waive or otherwise escape liability for the Assessment provided for herein by nonuse of the Common Area or abandonment of his or her Lot or Fractional Interest.

(a) Any extraordinary actions to be taken by the Association, or any emergency extraordinary actions taken by the Association.

24 Article VI, Section 6.9 is hereby amended as follows (additions shown as double-underlined and deletions shown as strike-through):

6.9 Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot of Fractional Interest pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot of Fractional Interest from liability for any Assessment thereafter becoming due or from the lien thereof. A Mortgagee or other purchaser of a Lot of Fractional Interest who obtains title following foreclosure of a mortgage held by the Mortgagee shall not be personally liable for assessments on such Lot of Fractional Interest due prior to such acquisition of title. Such unpaid assessments then shall be deemed to be common expenses collectible from owners of all Lots of Fractional Interests subject to assessment, including such acquirer, its successors and assigns.

25 Article VI, Section 6.10 is hereby added to read as follows:

6.10 Assessment of Lots Committed to Fractional Plan. When any portion of the Property has been subjected to a Fractional Instrument, the Assessments shall be a common expense of the Fractional Plan and the Fractional Association responsible for managing the Fractional Property, shall be responsible for collecting and remitting the share of the Assessments due from the members of the Fractional Association. While each Owner of a Fractional Interest shall be responsible for the payment of his or her share of the Assessments, the failure of any member to pay his or her share of the Assessments shall not relieve the Fractional Association from the obligation to timely pay the entire amount of the Assessments due from the members of the Fractional Association. Moreover, the Association shall have a lien against a non-paying Fractional Interest Owner and shall be entitled to assert and foreclose such lien in accordance with this Declaration.

26 The first sentence of Article VII, Section 7.2 is hereby amended as follows (additions shown as double-underlined and deletions shown as strike-through):

7.2 Assessment for Utilities. There are hereby reserved unto Declarant, so long as Declarant owns any Lot of Fractional Interest, access and maintenance easements upon, across, over and under all of the Property (to the extent necessary for the purpose of construction, installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, telephone, voice, video, entertainment, security and similar systems used for various purposes including any transmission of intelligence), roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, water pipes and systems, sewer pipes and systems, utility meter boxes, gas pipes and supply systems, and electricity distribution systems, and for the purpose of installing any

of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property. Declarant hereby grants to the Association the right of access to Common Areas or other such areas as Declarant may designate from time to time as a designee for any or all of such easements reserved hereby. Declarant and the Association, as appropriate, may designate any public utility as an agent under these easements for the purpose of installing, maintaining or repairing any such utilities and systems. This easement shall not entitle the holders or agents to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any protected area or any existing dwelling (whether complete or under construction or renovation) on a Lot, and any damage to a protected area or Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after notice to the Owner or occupant.

Declarant specifically grants to the utilities supplying water, electricity, cable, telephone (or similar electronic services), and natural gas services in or under agreements or easements granted therefore, easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining such utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling or structures on any Lot, nor shall any utilities be installed or relocated on the Property except as approved by the Declarant and in conformance with any governmental requirements.

27. Article XI, Section 9.1(a) and 9.1(b) are hereby amended as follows (additions shown as double-underlined and deletions shown as struck-through):

9.1 Notices of Action. Any institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association stating its name and address and street-address ~~the legal description~~ of the Lot or Fractional Interest to which its Mortgage relates shall be deemed an eligible mortgage holder ("Eligible Holder") and shall be entitled to timely written notice of

(a) Any condemnation loss or any casualty loss which affects a material portion of such Lot ~~or Fractional Interest~~, any portion of the Common Area which affects any Lot ~~or Fractional Interest~~ on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by an ~~Owner of a Lot or Fractional Interest~~ subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the owner or occupant which is not cured within 60 days;

28. Article IX, Section 9.2 is hereby amended as follows (additions shown as double-underlined and deletions shown as struck-through):

Handwritten signature

9.2 Amendments to Documents. The approval of Eligible Holders of first Mortgages to Lots or Fractional Interests to which at least 51% of the votes of the Membership subject to a Mortgage held by an Eligible Holder approval shall be required to materially amend any provisions of this Declaration, the By-Laws, or the Articles, which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots or Fractional Interests.

29. Article IX, Section 9.3 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck-through~~):

9.3 No Priority. No Provision of this Declaration or the By-Laws gives or shall be construed as giving any owner or other party priority over any rights of the first Mortgage of any Lot or Fractional Interest in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Lot or Fractional Interest.

30. Article XI, Section 9.4 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck-through~~):

9.4 Merge to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owners Lot or Fractional Interest.

31. Article XI, Section 9.5 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck-through~~):

9.5 Additional Mortgagee Rights. In addition to the foregoing, any Mortgagee shall have the following rights (~~measured in totality of dollars~~):

- (a) The right of the Mortgagees of a majority of the Lots and Fractional Interests to demand professional management of the Association.
- (b) The right of the Mortgagees of a majority of the Lots and Fractional Interests to demand an audit of the Association's financial records, not to exceed one month per calendar year; and
- (c) The right of each Mortgagee to inspect the Association documents and records on the same terms as the Members of the Association.

32. Article X, Section 10.1 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck-through~~):

10.1 Duration. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically, including but not limited to, the successors and assigns, if any, of the Declarant for a period of forty (40) years.

Handwritten signature

from the execution date of this Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by no less than two-thirds (2/3) of the then current Owners of two-thirds (2/3) of the Lots.

33. Article XI regarding Special Service Areas is hereby added to read as follows:

XI. SPECIAL SERVICE AREAS

11.1. Special Service Areas. The Declarant hereby reserves for itself the right to designate any Lots or any other area that is a portion of the Property through the filing of a supplemental declaration and/or an amendment to this Declaration ("Special Service Area Supplemental Declaration") as a "Special Service Area" as set forth in Section 11.2 below. The Special Service Areas shall be established in the discretion of the Declarant to provide a higher level of services, special services, additional maintenance and/or other benefits not provided to all of the Property (collectively, "Special Services"). This includes but is not limited to, the following: services and/or maintenance to parking areas; landscape areas; driveway areas; portions of property not otherwise improved or other amenity areas. The Declarant may adopt, impose and collect assessments from each Owner within a Special Service Area ("Special Service Area Assessments") to fund the direct and indirect costs of providing the Special Services for that Special Service Area. Certain Lots may be located within multiple Special Service Areas, and the Owners under those Special Service Areas are responsible for each such Special Service Area Assessment when each becomes due and payable. Each Special Service Area Assessment shall be collected pursuant to Article VI of this Declaration.

11.2. Creation of a Special Service Area. The Declarant may designate a Special Service Area by recording a Special Service Area Supplemental Declaration or an amendment to this Declaration in the Office of the Register of Deeds for Horry County, South Carolina. Any Special Service Area established by such a Special Service Area Supplemental Declaration or an amendment to this Declaration by the Declarant may be dissolved or its boundary lines changed only in accordance with the provisions of such supplemental declaration.

11.3. Dissolution of a Special Service Area. If a Special Service Area is dissolved, the Declarant shall immediately cease providing the Special Services that were being provided to those Lots in that Special Service Area. The remaining and/or excess Special Service Area Assessments collected from the Special Service Area must be returned to the Owners of the Lots or the Fractional Interests in that Special Service Area in the same proportion as initially collected.

11.4. Alteration of a Special Service Area. If a Special Service Area's boundary lines are changed to reduce the amount of property contained within that Special Service Area, Special Services that were being provided to those Lots that are be

within that Special Service Area will immediately cease. Any Special Service Area Assessments already collected from those Lots that are no longer within the Special Service Area shall not be returned and shall remain in the account for the applicable Special Service Area.

34. Except as indicated herein, the terms of the Declaration remain unchanged.

35. This Second Amendment shall take effect upon recordation in the Office of the Registrar of Deeds of Horry County.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned has executed this instrument this 21 day of August 2008.

Witness
Krista D Hill
Witness Signature
Krista D Hill
Print Name

"Declarant"
LEGACY DEVELOPMENT SC GROUP, LLC,
a Florida limited liability company
By [Signature]

Veronique Bialik
Witness Signature
Veronique Bialik
Print Name

As Its: Manager

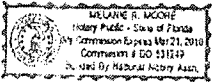
State of Florida
~~SOUTH CAROLINA~~
COUNTY OF HURRY

Before me, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Krista D Hill, the Manager of LEGACY DEVELOPMENT SC GROUP, LLC, and s/he acknowledged that s/he executed the foregoing instrument on behalf of the corporation under due authority therefrom. S/he is personally known to me, or is produced as identified.

Witness my hand and seal this 21st day of August, 2008.

[Signature]
(Notary Signature)
Melanie R Moore
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD 536249

(NOTARY SEAL)



STATE OF SOUTH CAROLINA
COUNTY OF HORRY

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR TUSCAN SANDS AT
BAREFOOT RESORT AND GOLF**

This Third Amendment to the Declaration of Covenants, Conditions, and Restrictions ("Declaration") for Tuscan Sands at Barefoot Resort and Golf Homeowners Association, Inc. is made this 24th day of September, 2015, by Tuscan Sands at Barefoot Resort and Golf Homeowners Association, Inc. (the "Association").

RECITALS

A. WHEREAS, the Developer, Legacy Development SC Group, LLC, a Florida Limited Liability Company, (herein after "Declarant") executed the Declaration for Tuscan Sands at Barefoot Resort and Golf Homeowners Association, Inc. on December 21, 2006. The Declaration was filed on December 28, 2006 in Deed Book 3207, at page 2180 in the Office of the Register of Deeds for Horry County, South Carolina.

C. On August 21, 2008, the Declarant executed the First Amendment to the Declaration. The First Amendment was filed on September 21, 2008 in Deed Book 3360, at page 1421 in the Office of the Register of Deeds for Horry County, South Carolina.

D. On August 21, 2008, the Declarant executed the Second Amendment to the Declaration. The Second Amendment was filed on September 3, 2008 in Deed Book 3360, at page 1439 in the Office of the Register of Deeds for Horry County, South Carolina.

WHEREAS the Association is asking to amend the Declaration as herein after described, and in order to ensure that not less than 2/3rds of the votes cast at the Special Meeting of the Association support the proposed amendment in accordance with Section 10.2 of the Declaration, the amendment was presented to the Membership on September 15, 2015.

WHEREAS, the Association held a special meeting on September 16, 2015 at 10:00 am and a quorum was confirmed. 87 Owners, composing 80.56 percent of the membership voted to approve the amendment regarding the right of repurchase; 21 Owners, composing 19.44 percent of the membership abstained from voting on the amendment; and 86 Owners, composing 79.63 percent of the membership voted to approve the amendment regarding the prohibition of fractional ownership; 21 Owners, composing 19.44 percent of the membership abstained from voting on the amendment; and 1 Owner composing .93 percent of the membership voted against the amendment prohibiting fractional ownership.

AMENDMENT TO MASTER DEED, AS AMENDED

NOW THEREFORE, for valuable consideration the Declaration, as amended, is amended to as follows:

1. Article I, Section 1.9 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

1.9 "Lot" means any subdivided parcel of land located within the Property, whether improved or unimproved, which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision map of any part of the Property, Declarant reserves the right to subject any Lot to a Fractional Plan by subjecting the Lot to a Fractional Instrument. In such event, such a Lot will also be a Fractional Unit.

2. Article I, Section 1.11 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

1.11 "Mortgagee" means the holder of a first-priority mortgage upon any Lot or Lots, or any Fractional Interests, within the Property.

3. Article I, Section 1.13 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

1.13 "Owner" means the owner as shown by the real estate records whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any lot ~~or the fee simple owner of a Fractional Interest in a Fractional Plan~~ but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgage or holder of a mortgage, its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding for deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. As to any portion of the Property declared as a horizontal property regime, dedicated to a Fractional Plan or otherwise subject to subdivision restrictions or other similar restrictive documents pursuant to which an owners' association is created, that association shall be deemed the Owner; provided however, that this definition shall not relieve any member of such association as an owner of an interest subject to the master deed, Fractional Instrument, or restrictive documents from complying with the restrictions and conditions set forth in this Declaration. Each association shall be the only representative authorized to act on behalf of the members of such association, including any Owners, with respect to the provisions of this Declaration. Whenever the governing board of the respective association gives its acknowledgement, consent, understanding, or agreement with respect to this Declaration, or whenever any notice is served or delivered to such governing board pursuant to this Declaration, such acknowledgement, consent, understanding, agreement, service or delivery shall be deemed to also have been given or received by each member of that respective association and shall be absolutely binding on each member.

4. Article I, Section 1.14 is hereby deleted in its entirety.

5. Article I, Section 1.15 is hereby deleted in its entirety.

6. Article I, Section 1.16 is hereby deleted in its entirety.

7. Article I, Section 1.17 is hereby deleted in its entirety.

8. Article I, Section 1.18 is hereby deleted in its entirety.

9. Article I, Section 1.19 is hereby deleted in its entirety.

10. Article I, Section 1.20 is hereby deleted in its entirety.

11. Article II, Section 2.1 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

2.1 Residential Use. All Lots in Tuscan Sands at Barefoot Resort and Golf shall be used for residential purposes exclusively. The use of a portion of a dwelling on a Lot as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create regular customer or client traffic to and from the Lot, as determined by the Declarant. The provisions of this Section shall not prohibit the Declarant or its assignees or its designees from using a house or Lot as models for a sales program. ~~Use of Lots as Fractional Units that are Fractional Property, or any rental or exchange program associated with any Fractional Plan, is expressly permitted; however, no Lot or Fractional Unit may become committed to any other Fractional Plan, timeshare plan, travel club, exchange company, multisite club, vacation club, membership club, equity club, non-equity club by any person or entity other than the Declarant without containing Declarant's prior written approval in Declarant's sole and absolute discretion.~~

12. Article II, Section 2.9 is hereby deleted in its entirety.

13. Article III, first sentence of Section 3.5 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

3.5 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot ~~or Fractional Interest~~, subject to the following provisions:

14. Article V, Section 5.1 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

5.1 Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot ~~or a Fractional Interest~~.

15 Article VI, Section 6.1 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot ~~and Fractional Interest~~ owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefore (whether or not it shall be so expressed in the deed) is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, these assessments to be established and collected as hereinafter provided (collectively "Assessment"). The Assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each Assessment is made. Each Assessment, together with interest, costs, and reasonable attorney's fees, is also the personal obligation of the person who was the Owner of the property at the time when the Assessment fell due. The obligation for delinquent Assessment passes to a successor in title.

16. Article VI, Section 6.6 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

6.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots ~~and Fractional Units~~ and may be collected on an annual or monthly basis as determined by the Board of Directors.

17. Article VI, Section 6.8 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

6.8 Effect of Non-payment Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of fourteen (14%) percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and recover all costs and expenses, including reasonable attorney's fees whether or not suit is brought. No Owner may waive or otherwise escape liability for the Assessment provided for herein by nonuse of the Common Area or abandonment of his or her Lot ~~or Fractional Interest~~.

18. Article VI, Section 6.9 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

6.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot ~~or~~

~~Fractional Interest~~ pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot ~~or Fractional Interest~~ from liability for any Assessment thereafter becoming due or from the lien thereof. A Mortgagee or other purchaser of a Lot ~~or Fractional Interest~~ who obtains title following foreclosure of a mortgage held by the Mortgagee shall not be personally liable for assessments on such Lot ~~or Fractional Interest~~ due prior to such acquisition of title. Such unpaid assessments then shall be deemed to be common expenses collectible from owners of all Lots ~~or Fractional Interests~~ subject to assessment, including such acquirer, its successors and assigns.

19. Article VI, Section 6.10 is hereby deleted in its entirety.

20. The first sentence of Article VII, Section 7.2 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

7.2 Easement for Utilities. There are hereby reserved unto Declarant, so long as Declarant owns any Lot ~~or Fractional Interest~~, access and maintenance easements upon, across, over and under all of the Property (to the extent necessary for the purpose of construction, installing, replacing, repairing, and maintaining cable television systems, master television antenna systems, telephone, voice, video, entertainment, security and similar systems used for various purposes including any transmission of intelligence), roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, streetlights, signage, water pipes and systems, sewer pipes and systems, utility meter boxes, gas pipes and supply systems, and electricity distribution systems, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for the such purposes on recorded plats of the Property. Declarant hereby grants to the Association the right of access to Common Areas or other such areas as Declarant may designate from time to time as a designee for any or all of such easements reserved hereby. Declarant and the Association, as appropriate, may designate any public utility as an agent under these easements for the purpose of installing, maintaining or repairing any such utilities and systems. This easement shall not entitle the holders or agents to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any protected area or any existing dwelling (whether complete or under construction or renovation) on a Lot, and any damage to a protected area or Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after notice to the Owner or occupant.

Declarant specifically grants to the utilities supplying water, electricity, cable, telephone (or similar electronic services), and natural gas services in or under agreements or easements granted therefore, easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining such utility meters and boxes.

However, the exercise of this easement shall not extend to permitting entry into the dwelling or structures on any Lot, nor shall any utilities be installed or relocated on the Property except as approved by the Declarant and in conformance with any governmental requirements.

21. Article XI, Section 9.1(a) and 9.1(b) are hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

9.1 Notices of Action. Any institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association stating its name and address and the legal description of the Lot ~~or Fractional Interest~~ to which its Mortgage relates shall be deemed an eligible mortgage holder ("Eligible Holder") and shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of such Lot ~~or Fractional Interest~~, any portion of the Common Area which affects any Lot ~~or Fractional Interest~~ on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot ~~or Fractional Interest~~ subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the owner or occupant which is not cured within 60 days;

22. Article IX, Section 9.2 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

9.2 Amendments to Documents. The approval of Eligible Holders of first Mortgages to Lots ~~or Fractional Interests~~ to which at least 51% of the votes of the Membership subject to a Mortgage held by an Eligible Holder appertain shall be required to materially amend any provisions of this Declaration, the By-laws, or the Articles, which are for the express benefit of holders, guarantors, or insurers of first Mortgages on ~~Lots or Fractional Interests~~.

23. Article IX, Section 9.3 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

9.3 No Priority. No Provision of this Declaration or the By-Laws gives or shall be construed as giving any owner or other party priority over any rights of the first Mortgagee of any Lot ~~or Fractional Interest~~ in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Lot ~~or Fractional Interest~~.

24. Article XI, Section 9.4 is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

9.4 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owners Lot ~~or Fractional Interest~~.

25. Article XI, Section 9.5 (a) is hereby amended as follows (additions shown as double-underlined and deletions shown as ~~struck through~~):

(a) The right of the Mortgagees of a majority of the Lots ~~and Fractional Interests~~ to demand professional management of the Association.

(b) The right of the Mortgagees of a majority of the Lots ~~and Fractional Interest~~ to demand an audit of the Association's financial records, not to exceed one audit per calendar year; and

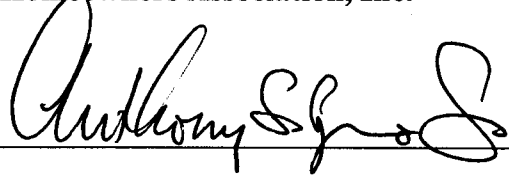
26. Except as indicated herein, the terms of the Declaration remain unchanged.

27. This Third Amendment shall take effect upon recordation in the Office of the Register of Deeds of Horry County.

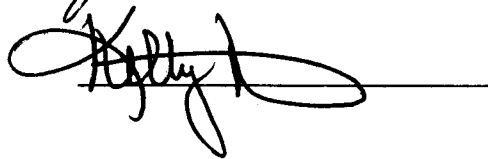
Tuscan Sands at Barefoot Resort and Golf Homeowners Association, Inc.

Witnesses:





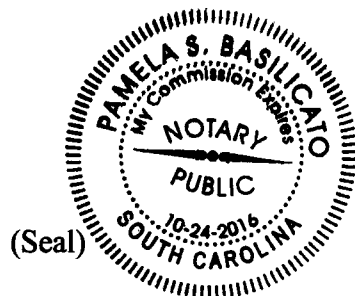
By: Anthony Spano
Its: President



STATE OF SOUTH CAROLINA
COUNTY OF HORRY

ACKNOWLEDGEMENT

I, the undersigned Notary Public for the County and State aforesaid, do hereby certify this the day 24 of September, 2015, that Anthony Spano, as President of for Tuscan Sands at Barefoot Resort and Golf Homeowners Association, Inc. personally known to me, personally appeared before me this day and acknowledged that he voluntarily signed the Third Amendment to the Master Deed for Tuscan Sands at Barefoot Resort and Golf Homeowners Association, Inc. on behalf of the Members.



Sworn before me, this 24th day of
September, 2015

Pamela S. Basilicato

Notary Public for South Carolina

My commission expires: 10-24-2016

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

****Retain the transmittal sheet as it is the first page of your filed instrument. The book/page number will be required for future related filings of satisfactions, partial releases, amendments, and other instruments related to this filing.****

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Amendment Deed Book

DATE OF INSTRUMENT: 11/02/2017

DOCUMENT SHALL BE RETURNED TO:

NAME: Moore, Johnson & Saraniti Law Firm, P.A.

ADDRESS:

PO Box 14737

Surfside Beach, SC 29587

TELEPHONE: (843) 650-9757

FAX: (843) 650-975

E-MAIL ADDRESS: saraniti@grandstrandlawyers.com

Related Document(s): book **3207** , page **2180**

PURCHASE PRICE / MORTGAGE AMOUNT: \$

BRIEF PROPERTY DESCRIPTION: FOURT AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUSCAN SANDS AT BAREFOOT RESORT AND GOLF

TAX MAP NUMBER (TMS #) 000-00-00-000 / PIN NUMBER:

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. TUSCAN SANDS AT BAREFOOT RESORT AND GOLF HOMEOWNERS ASSOCIATION INC

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

FULL BUSINESS NAME

1. TUSCAN SANDS AT BAREFOOT RESORT AND GOLF

No Lot/Dwelling or any portion thereof may be rented or leased for a term of less than twelve (12) months.

NOW, BE IT FURTHER PUBLISHED AND DECLARED that the Declaration, Article II, Section 2.3 entitled Parking shall be amended to read as follows:

Declaration: Article II: General Covenants:
Section 2.3: Parking.

Each Lot owner subject to these covenants shall provide appropriate off-street parking space for automobiles prior to the occupancy of any building or structure constructed on Lot in accordance with reasonable standards by the ARC.

Motorcycles, golf carts, boats, jet-skis, trailers, other motorized vehicles, and inoperable vehicles must be kept in enclosed garages of the residence and shall not be parked, kept, maintained or stored in the driveway of the Lots.

WHEREAS, pursuant to the Declaration, Article X, Section 10.2 entitled Amendments, the undersigned President of the Association hereby declares and swears that all requirements were met under the Declaration for the proposal, voting and enacting of this Amendment including but not limited to proper notice of the proposed Amendment, a quorum present, a vote held and passed by owners holding not less than two-thirds (2/3) vote of the votes cast at such meeting in favor of the proposed amendment. The undersigned President does hereby swear that the agreement of the required parties was lawfully obtained. The undersigned President and Secretary hereby swear and affirm that they have obtained and reviewed the signed ballots relative to the vote and have obtained the signatures of homeowners required as evidenced by the ballots/ instruments signed by the Voting Members as an Addendum to this Declaration.

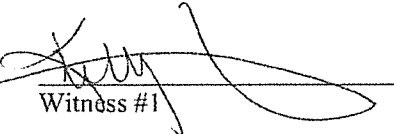
WHEREAS the Association held a special meeting on September 28, 2017. The effective date of this amendment shall be November 1, 2017. The notice of the meeting was given August 23, 2017. The total number of votes was 88. The total number of votes necessary to adopt the amendments were 59. The total number of votes cast in favor of the amendment to Article II, Section 2.1 were 82 and against were 6. The total number of votes cast in favor of the amendment to Article II, Section 2.3 were 78 and against were 10. The eligible mortgage holder abstained from voting.

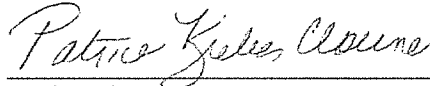
IN WITNESS WHEREOF, the Association by and through the President of the Association and attested by the Secretary of the Association has executed this Fourth Amendment to the Declaration this 2 day of November 2017.

(signature page to follow)

WITNESSES:

TUSCAN SANDS AT BAREFOOT RESORT AND GOLF HOMEOWNERS' ASSOCIATION, INC.


Witness #1

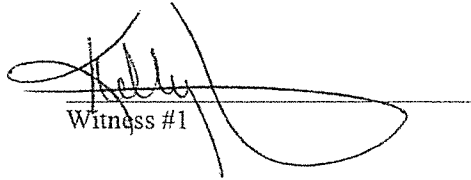


Attest: Patrice Clouner
Its: Secretary

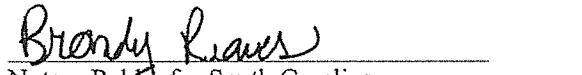

Notary

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF HORRY)

Personally appeared before me the above signed and made oath that (s)he saw the within named Secretary of Tuscan Sands at Barefoot Resort Golf Homeowners' Association sign, seal and as her act and deed, deliver the within foregoing instrument; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.


Witness #1

SWORN to and subscribed before me
this 2 day of November 2017


Notary Public for South Carolina
Printed Name of Notary: Brandy Reaves
My Commission Expires: 11/12/2020

