

## DEEDS/MORTGAGES

NAME: River Hills Golf & Country Club

TO

"Declarations & Amendments."

DEED/MORTGAGE BK/PG.	MORTGAGEE/ GRANTEE	DESCRIPTION	Copies
1218-1		Declaration & restrictions	66
1221-69		1st Amend	3
1223-505		2nd Amend	3
1241-121		3rd Amend	3
1251-562		4th Amend	2
1260-418		5th Amend	3
1273-150		6th Amend	3
1283-556		7th Amend	2
1327-555		8th Amend	2
1329-142		9th Amend	3
1355-412 + 1417-154		10th Amend	2+2
1387-335		11th Amend	2
1414-306		12th Amend	3
1427-848		13th Amend	3
1433-117 + 1433-122		14th Amend	5
1446-24 + 1481-181		15th Amend	4+2
<del>1481-181</del> 1489-458		16th Amend	2
1486-543		17th Amend	3
1614-77		18th Amend	3
2094-146		19th Amend	6
2138-1272		20th Amend	4
2363-139 + 2401-246 + 2401-241		21st Amend	6+2 6+5
2797-523		22nd Amend	3
		23rd	
		24th + 24th corrected	
		25th + 25th corrected	

(147 copies)

invoice number 2500 : payable to Stephanie Mayers

Vaughn Stanaland

River hills golf and country club

all amendments and declarations from the start of River hills

\$ 250.00

\$ 141.00 copies

---

\$ 391.00

\* 282 copies @ .50 each = \$141.00

4018

REC'D  
Horry County  
MAY 13 AM 9:59  
R.M.C.

1218  
pg. 1

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

RIVER HILLS GOLF AND COUNTRY CLUB

118-24-01-001 thru 010

HORRY COUNTY ASSESSOR

NEW PARCEL 118-22-01-001 thru 077 & 118-23-01-001 thru

SPLIT FROM 118-00-04-025

Map Blk Parcel

& 131-01-02-057

& 118-00-04-025 5/16/88

033  
d

BOOK 1218 PAGE 001

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

RIVER HILLS GOLF AND COUNTRY CLUB

FILED  
HIDLEY COUNTY  
1988 MAY 13 AM 9:59  
R.M.C.

THIS DECLARATION is made this 21st day of March, 1988, by River Hills Limited Partnership, a South Carolina Limited Partnership, hereinafter called "Declarant", which declares that the real property described in Article II, which is owned by Declarant, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

W I T N E S S E T H :

WHEREAS, River Hills Golf and Country Club is being developed as a community of single family homes and villa homes, commercial units and various recreational and club facilities and may include townhouse villas and condominiums; and

WHEREAS, Declarant wishes to declare certain restrictive covenants affecting certain lands in River Hills Golf and Country Club;

NOW THEREFORE, the Declarant declares that the covenants contained herein shall be covenants running with the land and shall apply to the lands described on Exhibit "A" attached hereto. The Declarant reserves the right to add additional restrictive covenants in respect to any of the said properties, or to limit the application of this Declaration.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental Declaration (unless the Contract shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Annual Assessments" or "Assessments" shall mean an equal assessment established by the Board of Directors for common expenses as provided for herein or by a subsequent amendment which shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

Section 2. "Association" shall mean and refer to River Hills Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.



Section 3. "Common Area" shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association includes the roadways and certain open areas shown on the maps referenced in Exhibit "A" and Exhibit "B".

Declarant specifically does not convey certain Common Areas at this time, but shall, within ten (10) years from the date hereof, do so. Further, the recording and reference to said map shall not in and of itself be construed as creating any dedications, rights or easements (negative reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Declaration, any amendment or supplement hereto or any deed of conveyance from Declarant, its successors or assigns, as developer.

Section 4. "Declarant" shall mean and refer to River Hills Limited Partnership, a South Carolina Limited Partnership, its successors and assigns as Developer.

Section 5. "Limited Common Area" shall mean any areas so designated either in this document or any subsequent document or declaration and shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all of the Owners and shall be available for use by other associations, which may be established for the maintenance and regulation of other developments established and created by Declarant, its successors or assigns, upon the tract of land described in Exhibit "A" and Exhibit "B".

Section 6. "Lot" shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map. In the event any Lot is increased or decreased in size by resubdivision, the same shall nevertheless be and remain a Lot for the purposes of this Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Declaration. A villa home site, townhouse villa or condominium shall also be known as a Lot. In the event that an Owner desires to combine two (2) or more adjoining Lots for the purpose of constructing and maintaining a single residence thereon, the resulting combined Lots shall from that date forward be deemed one Lot for the purposes of this Declaration.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association, as provided herein.

Section 8. "Neighborhood" shall mean and refer to each separately developed residential area subject to this Declaration whether or not governed by a separate owners association. For

example, and by way of illustration and not limitation, each single family detached housing development, villa home and townhouse or condominium community shall constitute a separate neighborhood. In addition, each parcel of land intended for development as above shall constitute a neighborhood, subject to division into more than one (1) neighborhood upon development. The Declarant may designate in any subsequent amendment adding property to the terms and conditions of this Declaration that such property shall constitute a separate neighborhood or neighborhoods or shall be added to a pre-existing neighborhood; and provided further, by a two-thirds (2/3) vote, the Board of Directors may also designate neighborhood status to any area so requesting or permit the merger of two (2) or more neighborhoods by recordation of an instrument specifying the boundaries thereof in the public records of Horry County, South Carolina. Such recordation shall not constitute an amendment to this Declaration nor require the formality thereof. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Owners Association having jurisdiction over the property within the Neighborhood. Each townhouse project or condominium project shall constitute a separate neighborhood.

Section 9. "Neighborhood Assessment" shall be imposed by the Neighborhood Association equally against all Lots in the Neighborhood upon which a home has been constructed which will benefit from the services supported, provided that in the event of Assessments for exterior maintenance of structures, or insurance on structures or replacement reserves which pertain to particular structures (pursuant to an Amendment to this Declaration), such Assessments for the use and benefit of particular Lots shall be levied on a pro rata basis among benefitted Lots. Lots upon which homes have not been built may be assessed a lower rate; however, each undeveloped Lot shall be assessed at the same rate as every other undeveloped Lot in the neighborhood.

A separate Neighborhood Assessment will be established for each condominium project or townhouse project which constitutes a separate neighborhood.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 11. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Declaration and brought within the jurisdiction of the Association under the provisions of Article II hereof.

✓

Section 12. "Setback" shall mean an area along the boundary of a Lot where no building shall be permitted, without the express written permission of Declarant.

Section 13. "Special Assessment" shall mean and refer to assessments levied in accordance with Article VIII, Section 3 of this Declaration.

Section 14. "Subsequent Amendment" shall mean an amendment to this Declaration which adds property to this Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Declaration.

Section 15. "Villa Home Sites" shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single family villa homes. All Villa Home Sites shall be so designated by Declarant, its successors and assigns at the time of conveyance.

Section 16. "Voting Member" shall mean and refer to the representative selected by the Members of each Neighborhood to be responsible for voting on their behalf for election of Directors, whose duties shall include amending this Declaration or the By-Laws and all other matters provided in this Declaration and in the By-Laws. The Voting Member from each Neighborhood shall be the senior elected officer (e.g. Neighborhood Committee Chairman or Owners Association President) from the Neighborhood; the alternative Voting Member shall be the next most senior officer. The Voting Member may also be a Director of the Property Owners Association. On all matters requiring a vote of the Voting Members, except election of Directors, each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the By-Laws of this Declaration. With respect to election of Directors, each Voting Member shall be entitled to cast one (1) equal vote for each directorship to be filled, as more particularly described in the By-Laws.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN THE JURISDICTION OF THE RIVER HILLS PROPERTY OWNERS ASSOCIATION, INC.

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and within the jurisdiction of the Association is located in Horry County, South Carolina, and described in the attached Exhibit "A".

Section 2. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any

other association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties.

### ARTICLE III

#### ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Without Approval of Class "I" Membership. As the owner thereof, Declarant, its successors and assigns, shall have the unilateral right, privilege, and option, from time to time at any time until the year 1997, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Public Records of Horry County, South Carolina, an amendment annexing such Properties. Such annexation shall be for any purpose designated by Declarant, its successors and assigns, including, but not limited to, the establishment of townhouse or condominium projects. Such Subsequent Amendment to this Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto and that such transfer is memorialized in a written, recorded instrument.

Section 2. Annexation With Approval of Class "I" Membership. Subject to the consent of the owner thereof, upon the affirmative vote of Voting Members or Alternates representing a majority of the Class "I" votes of the Association other than Declarant at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject in accordance with Section 1 of this Article, the Association may annex real property other than that shown on Exhibit "B". Following the expiration of the right in



Section 1, the Properties shown on Exhibit "B", may be submitted to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records of Horry County, South Carolina, a Subsequent Amendment in respect to the Properties being annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Association, and the owner of the properties being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit "B" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B".

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Members with respect to voting rights:

(a) Class I. Members. Class I Members shall be all Owners, except Class II Members as the same is hereinafter defined. Each Class I Member shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest (other than a leasehold or security interest) in any Lot all such persons shall be members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Class I Member.

(b) Class II Members. The sole Class II Member shall be Declarant. The Declarant shall be entitled to four (4) votes

for each Lot owned by it. The Class II Membership shall cease to exist and shall be converted to Class I Membership upon the happening of the following:

(1) When seventy-five (75%) percent of the Lots have been conveyed to Class I Owners by Declarant, or

(2) On January 1, 1997,

in the discretion of Declarant.

#### ARTICLE V

#### PROPERTY RIGHTS IN THE COMMON AREAS AND LIMITED COMMON AREAS

Section 1. Members Easements. Each Member, and each tenant, agent and invitee of such member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the roadways from time to time laid out on the Common Areas, for use in common with all other such Members, their tenants, agents, and invitees. The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. In the case of a Limited Common Area, the use of the Limited Common Area is subject to the rights of others who may be entitled to the use thereof. Further, each Member, tenant, agent and invitee of each such Member shall have a non-exclusive permanent and perpetual easement for ingress and egress over and across the entrance road.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual non exclusive easement for ingress and egress over and across the Common Areas.

Section 4. Declarant's Easement. Declarant reserves unto itself and its successors and assigns as Developer the right of ingress and egress over all roads and streets within the Properties whether existing or constructed in the future for access to any areas which adjoin or are a part of the Properties, for purposes of construction, sales and development. The easement herein reserved shall be in addition to, and not in lieu of, any other easements to which Declarant, its successors and assigns, may be entitled. This easement shall exist so long as

Declarant retains any ownership interest in the Property submitted or to be submitted to this Declaration.

Section 5. Maintenance. The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, drainage structures, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the lighting located in the Common Areas and Limited Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article VIII. Excluded herefrom shall be paving and maintenance of individual lot driveways which shall be maintained by each owner. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

Section 6. Utility Easements. Use of the Common Areas for utility easements, shall be in accordance with the applicable provisions of this Declaration.

Section 7. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article V may be exercised by members of the Owners' family who occupy the residence of the Owner within the properties.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article V may be delegated by the Owner to his tenants who occupy a residence within the Properties.

(c) Guests. Recreational facilities, if any, situated upon the Properties may be utilized by guests of Owners or tenants subject to the rules and regulations of the Association governing said use and as established by its Board of Directors. Provided, however, that this Section shall not give any owner or guest the right to use any golf course or recreational facilities located within the River Hills Property.

Section 8. Ownership. The Common Areas shall be conveyed to the Association by Declarant on or before January 1, 1997, or earlier, in the discretion of Declarant. The Association shall accept such conveyance. Beginning from the date of such conveyance, the Association shall be responsible for the maintenance of all Common Areas. Upon conveyance, it is intended

that all real estate taxes against the Common Areas shall be assessed against and payable by the Association, as shall any personal property taxes on any personal property owned by the Association. Declarant shall have the right from time to time to enter upon the Common Areas and adjoining properties during periods of construction for the purpose of construction of any facilities on the Common Areas which Declarant elects to build. The Owner of a Lot shall have no personal liability for any damage for which the Association is legally liable or arising out of or connected with the existence or use of any Common Areas or any other property required to be maintained by the Association. Limited Common Areas may, from time to time be conveyed to the Association subject to the rights of others as set out in Article I, Section 5.

Section 9. Maintenance of Limited Common Areas and Entrance Road. The Declarant, for itself and its successors and assigns as developer (and not as lot purchasers in the normal course of its business) hereby covenants that it will require in the initial documentation of any association of owners or any owners individually, if no association be involved to whom it grants or conveys a right of use thereof, the contribution of a pro-rata share of maintenance expenses toward the maintenance and upkeep of any Limited Common Areas created hereunder and, further, toward the maintenance and upkeep, specifically, of the roadways over which easements of ingress and egress have, in this document, been granted. "Pro-rata" shall, for the purpose of this Section, be based upon the number of lots which may be created by Declarant and be so designated by the Declarant in the documents creating such lots. This Section 9 is not intended to and shall not be construed as requiring the Declarant to create any further developments nor as Declarant's guarantee of payment on behalf of any such Associations or lots.

## ARTICLE VI

### SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

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

Section 2. Landscape Requirements. That portion of any Fairway residential lot or residential tract within twenty (20) feet of the Lot or tract line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual Lot landscaping plans must be approved by the Declarant before implementation.

Section 3. Golf Course Maintenance Easement. There is reserved to the Declarant, its successors or assigns, a "Golf



Course Maintenance Easement Area" on each Lot or tract adjacent to any golf course located in River Hills, excepting Villa Home Sites as defined in Article I, Section 15, in which case the area shall be a minimum of five (5') feet. This reserved easement shall permit the Declarant at its election, to go onto any Golf Course Maintenance Easement Area for the purpose of landscaping or maintaining said area. Such maintenance and landscaping may include regular removal of underbrush, trees less than five (5) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such Lots within twenty (20) feet of the Lot line(s) or tract line bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area". The described maintenance and landscaping rights shall apply to the entire Lot or tract until there has been filed with the Developer a landscaping plan for such Lot or tract by the Owner thereof, or alternatively, a residence constructed on the Lot or townhouses constructed on any tract. Once a landscaping plan has been filed with the Developer or a residence, townhouse or condominium constructed, the Golf Course Maintenance Easement shall be limited to the portion of the Lot within twenty (20') feet of the Lot line(s) or tract line bordering the golf course or such lesser area as set out above. The Declarant reserves the right to waive the easement herein reserved in whole or in part in its sole discretion.

Section 4. Permissive Easement Prior to Dwelling Construction. Until such time as a residence is constructed on a Lot, the Declarant, its successors and assigns, and the Association reserve an easement to permit and authorize registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a Dwelling Unit is constructed, the use of such easement shall be limited to the recovery of balls only. No play shall be permitted in such Easement Area. Golfers or caddies shall not be entitled to enter any such Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot, or in any way commit a nuisance while on such Lot. On a Golf Fairway Lot, "Out of Bounds" markers may be placed on said Lot at the expense of the Declarant, its successors or assigns.

Section 5. Distracting Activity Prohibited. Owners of Golf Fairway Lots or Dwelling Units adjacent to golf fairways shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as the maintenance of unfenced dogs or other pets on the Lot or residential tract adjacent to the golf course under conditions interfering with play due to their loud barking,

running on the fairways, picking up balls or other like interference with play. No fences shall be allowed on Lots bordering the Golf Course.

Section 6. Reserved Approval Rights. Notwithstanding the provisions of Section 3 of this Article VI, the Declarant, for itself, its successors and assigns, hereby reserves the right to allow an Owner to construct a dwelling over a portion of the "Golf Course Maintenance Easement Area" in those cases where it, in its uncontrolled discretion, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

## ARTICLE VII

### SPECIAL RESTRICTIONS AFFECTING VILLA HOME SITES

Section 1. Villa Wall or Blank Wall Construction. Residences constructed on Residential Lots known as "Villa Home Sites" must be constructed so as to utilize a villa wall or a blank wall of the villa, the location of which shall be designated by the Architectural Review Board. A wall may be constructed simultaneously with a Villa Home and shall be located so that the exterior of the same shall be located at least three (3') feet inside of and parallel to the Lot line designated by the Architectural Review Board.

Section 2. Location of Villa Home. The Villa Home may utilize a portion of the wall as one of its exterior walls (unless an alternative location of the Villa Home is approved pursuant to the provisions of Section 3 of this Article VII) and the wall or blank wall of the villa shall be constructed so that neither the wall nor the Villa Home provides any window or view openings looking into or overlooking the adjacent Lot and provides no access way or entry way into said adjacent Lot.

Section 3. Alternative Location of Dwelling. An Owner of a Villa Home Site may, if approved, locate his Villa Home on a portion of the Lot other than contiguous to the villa wall. A site plan showing the proposed location shall be submitted to the Architectural Review Board for approval. The Architectural Review Board's approval of the location shall not relieve the Owner of its responsibility to construct a villa wall or blank wall of the villa as required by Section 1 of this Article VII. Approval or disapproval of an application for the location of a Villa Home may be based by the Architectural Review Board on purely aesthetic considerations.

Section 4. Cost of Villa Wall. The cost of construction, maintenance and repair of a villa wall shall be the sole responsibility of the Lot Owner on whose Lot the same is situated.

Section 5. Easement Adjacent to Blank Wall. There shall be reserved a three (3') foot easement on the adjoining Lot between the exterior of the villa wall and/or Villa Home and the parallel Lot boundary line for the use and enjoyment of the adjacent Lot Owner, only as hereinafter provided. Said three (3') foot easement area and the exterior of the villa wall and/or Villa Home may be used by an adjacent Lot Owner only for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the villa wall and/or Villa Home. The use of said easement area by an adjoining Lot Owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the three (3') foot easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance or repair of his villa wall and/or Villa Home, shall be repaired or replaced at the expense of the said adjoining Lot Owner causing such damages.

Section 6. Opposite Boundary Line Location. The setback from the lot line opposite the three (3) foot setback shall be a minimum of seven (7') feet.

Section 7. Front and Rear Lot Line Setback. There is a twenty (20') foot setback along the front lot line facing the street on each Villa Home Site and a five (5') foot rear line setback.

## ARTICLE VIII

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and fines imposed upon offenders for the violations of the rules and regulations of the Association.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and liveability of the residents of the Properties and for the acquisition, improvement and maintenance of properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacement and additions to the Common Areas, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the

Common Area, the procurement and maintenance of insurance, the employment of attorneys to represent the Association when necessary, and such other needs as may arise. The Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association for such work and materials shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Lot as herein provided. The Association's right to maintain a Villa Home Site upon the Owner's failure to maintain shall not be construed as an obligation. Any entry upon the property for maintenance purposes shall not be deemed a trespass.

Section 3. Capital Improvements. Funds necessary for capital improvements and other designated purposes relating to the Common Areas under the ownership of the Association may be levied by such Association as special assessments, upon the approval of a majority of the Board of Directors of such Association and upon approval by the Voting Members representing two-thirds of the Members of such Association voting at a meeting or by ballot as may be provided in the By-Laws of such Association. The Board may levy a special assessment of Five Thousand and No/100 (\$5,000.00) Dollars or Five (5%) percent of the annual budget, whichever is greater, without the approval of the membership.

Section 4. Capital Contribution. Each Owner of a Lot shall be assessed at closing an amount equal to one-sixth (1/6) of the annual assessment for start-up costs which shall be designated a Capital Contribution. If any adjoining Lots are combined at the time of closing as provided in Article X, Section 1, the Owner of such Lot shall be assessed one (1) Capital Contribution.

Section 5. Annual Assessments. The Annual Assessments provided for in this Article VIII shall commence on the first day



of October 1988, or upon the closing of each Lot, whichever is later.

The Assessments shall be payable in monthly, quarterly, semi-annual or annual installments as determined periodically by the Board of Directors of the Association. Each Lot shall be assessed an equal Annual Assessment.

The assessment amount may be changed at any time by said Board from any other assessment that is adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 3 hereof shall be fixed by the Board.

Section 6. Neighborhood Assessments. Neighborhood assessments shall be imposed by the Neighborhood Association and shall be levied equally against all Lots in the neighborhood with any assessments for the use and benefit of a particular Lot or Lots levied on a pro rata basis among the benefitted Lots.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against the Lots subject to the Association's jurisdiction for each assessment period at least thirty (30) days in advance of such date or period, and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Any increase in the Annual Assessment applicable to the Lots which is less than an increase of thirty (30%) percent over the immediately preceeding year's assessment may be made by the Board of Directors without the consent or approval of the Members and any such increase that exceeds thirty (30%) percent, excluding insurance, reserves, utilities and Acts of God, shall be effective only if approved by at least two-thirds (2/3) of the Voting Members representing votes appurtenant to each Class of Lots (Class I and Class II).

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation and By Laws.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner, the Lien, Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. Every Purchaser of a Lot shall be required to determine the status of the Lot Assessment at the time of purchase and shall be deemed to assume any outstanding assessment not paid by the Seller at the time of closing.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the highest allowable rate of interest and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal or any such action.

In addition to the rights of collection of assessments stated in this Section 8, the Owner and all persons acquiring the title to or an interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sales, shall not be entitled to the enjoyment and use of recreational facilities, if any, until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article VIII shall be subordinate to the lien of any mortgage recorded prior to

recordation of the claim of lien, which mortgage encumbers the Lot to any institutional lender and which is now or hereafter placed upon any property subject to assessments; provided however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessments by the Association, including the Lots as to which the foreclosure took place.

Section 10. Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, including without limitation all of the maintenance and work permitted under Section 2 of this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, to enter upon any Lot at reasonable hours on any day except Sunday, or at any time in case of an emergency. Such entry shall not be deemed a trespass.

Section 11. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Declarant is the Owner of any Lot in the Properties, the Declarant shall not be liable for assessments against such Lot, provided that Declarant funds any deficit in operating expenses of the Association. Declarant may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association. The Declarant shall have the right to select its method of payment on an annual basis.

## ARTICLE IX

### ARCHITECTURAL REVIEW

Except for original and initial construction of improvements by the Declarant on any Lot or upon any other area of the Properties, which such construction is and shall be exempt from the provisions of this Section, no building, wall, fence, ornamentation or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered

upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Review Board seem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Review Board shall be appointed by the Class II member of the Association. At such time as the Class II membership expires, the Architectural Review Board shall be appointed by the Board of Directors of the Association.

A majority of the Architectural Review Board may take any action said Board is empowered to take, may designate a representative to act for the Architectural Review Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Review Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Review Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Review Board shall act on submissions to it within thirty (30) days after receipt of same, or else the request shall be deemed approved. Requests and submissions shall, however, be in such form and contain such information as the Architectural Review Board may require prior to its being required to act.

The Architectural Review Board may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

Any Owner may appeal the decision of the Architectural Review Board provided that all parties involved comply with the decision of the Architectural Review Board until such time, if any, as the Board of Directors amends, or reverses the Architectural Review Board's decision. Appeals petitions must be legibly written, state the grounds for appeal and be submitted to the Board of Directors within three (3) days of the decision of the Architectural Review Board. The Board of Directors shall act upon the appeal by amending, reversing or confirming the decision of the Architectural Review Board within fifteen (15) days of receipt of the petition. The Board of Directors' decision shall be by majority vote. Any owner must exhaust this avenue of appeal prior to resorting to a court of law or equity for relief.



The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. No building shall be more than three (3) stories or a height of thirty-five (35') feet.

## ARTICLE X

### USE RESTRICTIONS

Section 1. Land Use. Except for areas designated for commercial use, all Lots shall be used for residential purposes only. Declarant may maintain a sales office, models, property management office, design center office, and construction office upon one or more Lots and/or Common Areas until all Lots to be located on the Properties and additions thereto have been sold. No Lot may be subdivided or its boundaries changed where the result would be a decrease in the size of any Lot. In the event that an Owner combines two (2) or more adjoining Lots for the purpose of constructing a single residence thereon, from that date forward, the resulting Lot shall not be subdivided or its boundaries changed so as to result in a decrease in the size of the Lot.

Section 2. Nuisance. No noxious, illegal or offensive activity shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Pets. Owners may keep as pets: Companion pets such as birds, domesticated cats, fish, dogs and other small mammals. No Owner may keep exotic cats, non-human primates, horses or other farm livestock or zoo type animals on the Property. Pets must be on a leash or carried when on Common Property. Pets are not allowed on Golf Course Property. It shall be the Owner's obligation to dispose of waste material from pets. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance.

Section 4. Gardens. No fruit or vegetable gardens shall be permitted to be planted in the front or side yard areas of any Lot.

Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by the Architectural Review Board, or its designated agent or representative.

Section 6. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association.

Section 7. Access to Lot. In addition to easements granted elsewhere, the Association, its agents or employees shall have access to all Lots from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situate upon such Lot which serve another Owner's Lot. The Association or its agent shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Area or another Lot.

Section 8. Recreational Vehicles, Boats, and Trailers. No campers, trucks, recreational vehicles, trailers, boats, motorbikes, motor cycles or tractors may be parked or kept within the Properties unless parked within an enclosed garage or within area(s) designated for such use by the Association and subject to the rules of the Association. Provided, however, that this shall not be implied to obligate either Association or Declarant to provide such areas.

Section 9. Signs. No signs or other advertising devices shall be displayed upon any Lot which are visible from the exterior of the dwelling thereon or on the Common Area, or in the facilities thereon, without prior written permission of the Association. Declarant, however, may post temporary "for sale" or other marketing related signs on the Properties until such time as all Lots owned by Declarant have been sold. Further, temporary signs designating mortgage lenders and construction companies may be placed on Lots being financed or improved by them until such time as all Lots owned by Declarant have been sold.

Section 10. Mailboxes. No mailbox may be placed on any Lot until it has been approved by the Architectural Review Board.

Section 11. Garbage Disposal. All garbage shall be stored within the residence of each Owner or in storage facilities provided for said residence at the time same is constructed. The storage area must be visually screened in order to conceal it from view from the road and adjacent properties. No Owner may change or supplement the garbage disposal facilities provided for such Owner's residence on the date of completion of construction

thereof unless the Board of Directors of the Association shall first approve in writing the change or addition to the method of storage. It is provided, however, that if the public health authorities, or other public agency, shall require a specific method of garbage disposal, nothing herein contained shall prevent the compliance by Owners with obligatory public rules and regulations.

Section 12. Antennas and Satellite Dishes. No exterior television or citizens band radio antennas shall be permitted on any Lot nor shall any "satellite dishes" be permitted upon any Lot without the express written permission of the Architectural Review Board. The Declarant, its successors and assigns, may locate such facilities upon the Common Areas.

Section 13. Regulations. Reasonable regulations governing the use of the Common Areas shall be promulgated by Declarant and they shall be amended from time-to-time by the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be furnished to each Member by the Association upon request.

Section 14. Fences. No chain link fences shall be permitted on any Lot or any part thereof. No fences of any kind may be located on any Lot without the prior written permission of the Architectural Review Board.

Section 15. Vehicle Storage. No inoperative vehicle or vehicle in a state of noticable disrepair shall be kept or stored upon any Lot or Common Area nor may any repair work be done to any motor vehicle, boat or trailer upon any Lot or Common Area except for very minor repair work.

Section 16. Parking. Each Owner shall provide paved space for off-street parking. No parking shall be allowed on any unpaved space.

Section 17. Water and Sewer Systems. No individual water or sewer system shall be installed on any Lot. Each Lot must be connected to a public water and/or sewer system in lieu of any individual systems whatsoever. Water may not be diverted or taken from lagoons for yard maintenance or for any other purpose.

Section 18. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 19. Lighting. No mercury vapor or similar lights which are situate upon poles similar to street lights shall be permitted on any lot without the prior written consent of the Architectural Review Board which may decline such permission in its sole discretion and may, but shall not be obligated to, consider the feelings of adjoining lot owners.

Section 20. Trees. Except as may be approved by the Architectural Review Board, no tree four (4") inches in diameter or ten (10') feet in height shall be cut, removed or intentionally damaged on any Lot unless such tree interferes with construction of improvements, is dead or diseased, or presents a hazard to persons and property.

## ARTICLE XI

### EASEMENTS AND SETBACKS

Section 1. Easements for the installation and maintenance of driveway, walkway, parking area, water line, gas line, telephone, cable television, electric power line, sanitary sewer and drainage facilities and for other utility installations are reserved as outlined on the recorded plat and/or may be granted by Declarant, its successors and assigns, and in addition the Association may reserve and grant additional easements for the installation and maintenance of sewerage, cable, utility and drainage facilities over the Properties. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewerage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In addition the Association shall have the continuing right (but not obligation) and easement to maintain all sewer and water lines located on the Lots.

Section 2. There is reserved across the front of each lot an "Easement Area" or "Setback" as shown on the plats of the Properties, a portion of which area represents the area which may be needed for a street right-of-way should the Association elect to dedicate the abutting Common Area street or road to the public authorities. By acceptance of a deed to a lot, every Owner, for him, her, and/or itself and him/her/itself, their respective heirs, successors and assigns, herein and hereby appoints the Association as such Owner(s) attorney-in-fact for the purpose of deeding, transferring and/or dedicating said "Easement Area" to the proper public authorities, their successors and assigns, for street dedication purposes pursuant to, and subject to, such terms and conditons, if any, as may be contained in the dedication agreement respecting the portion of the street or road which is comprised of a Common Area.



Section 3. Declarant further reserves unto itself, its successors, and assigns, a perpetual, alienable and releaseable easement and right on, over, and under the ground to erect, maintain and use poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, C.A.T.V., security cable equipment, telephone equipment, gas, sewer, water or other private or public convenience or utilities. Said easements, which constitute building setbacks, shall be as follows: For Custom Lots, the street front setback shall be twenty-five (25') feet; each side lot setback shall be ten (10') feet. The rear setback line shall be twenty-five (25') feet. Estate lots shall have a side lot line setback of twelve and one-half (12.5') feet with a rear setback line of thirty (30') feet. The front setback line shall be thirty-five (35') feet. Villa Lot street front setback lines shall be twenty (20') feet; one side lot setback shall be seven (7') feet and one shall be three (3') feet and the rear setback line shall be five (5') feet. Moreover, the Developer may cut, at its own expense, drainways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance utilizing the easements and setbacks outlined above. The use of these easement areas by Declarant, its successors and assigns, shall not be deemed a trespass.

## ARTICLE XII

### INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area and may, but shall not be obligated to, by written agreement with any Neighborhood Committee (as defined in the By-Laws), assume the responsibility for providing the same insurance coverage on the Properties contained within the Neighborhood. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures on Lots. If the Association elects not to obtain such insurance, then an individual Neighborhood may obtain such insurance as a common expense of the

Neighborhood to be paid by Neighborhood Assessments, as defined in Article VIII hereof. In the event such insurance is obtained by either the Association or a Neighborhood, the provisions of this Article shall apply to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each member insured to be furnished to the Association or Neighborhood, as applicable.

If reasonably available, the Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. If reasonably available, the public liability policy shall have at least a One Million and No/100 (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million and No/100 (\$3,000,000.00) Dollars limit per occurrence, if reasonably available, and a Five Hundred Thousand and No/100 (\$500,000.00) Dollar minimum property damage limit.

Unless higher insurance requirements are contained in any covenants or restrictions for any Neighborhood, the following shall apply: insurance obtained on the Properties contained within any Neighborhood, whether obtained by such Neighborhood, or the Association, shall meet the requirements of this Section 1. Costs of such coverage shall be a charge to the Members residing within such Neighborhood.

Premiums for all insurance on the Common Area shall be common expenses of the Association: premiums for insurance provided to Neighborhoods shall be charged to those Neighborhoods. This policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Deductibles on damage caused by errant golf balls shall be allocated either to the Owner or golfer as provided by law, but under no circumstances shall the Association be responsible.

Cost of insurance coverage obtained by the Association for the Common Area shall be included in the Assessment, as described in Article VIII, Section 2.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in South Carolina which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of Owners and their Mortgagees as their interests may appear; all policies secured at the request of a Neighborhood shall be for the benefit of the Owners and Mortgagees of their Lots within the Neighborhood.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Horry County, South Carolina, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owner;

(iv) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter

within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

The Association shall purchase officers and directors liability insurance, if reasonably available, and every Director and every officer of the Property Owners Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Unit(s) and structures constructed thereon, unless the Neighborhood Association in which the Lot is located or the Property Owner's Association carries such insurance (which



they are not obligated to do). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

A Neighborhood Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lot and the standard for returning the Lot to its natural state in the event the Owner decides not to rebuild or reconstruct.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner provided for excess proceeds in Section 3(a) of this Article XII.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area or to the Common Property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association, or Neighborhood, as applicable in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned, provided, if the damage or destruction involves a Lot or Lots only Owners of the affected Lots shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

### ARTICLE XIII

#### NO PARTITION

Except as is permitted in this Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

## ARTICLE XIV

### FINANCING PROVISIONS

Section 1. Approval of Owners and Holders of First Mortgages. Unless at least sixty-seven (67%) percent of the Owners and fifty-one (51%) percent of the holders of first mortgages which are owned or insured through the FNMA, FHA or similar agency on Lots located within the Properties, have given their prior written approval, the Association shall not:

(a) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner, or of the voting rights of the Owners.

(b) Change the responsibility for maintenance and repairs as may otherwise be set out herein.

(c) Impose any restriction upon an Owner's right to sell his Lot.

Section 2. Books and Records. Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Declaration, the By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice. Any holder of a first mortgage shall be entitled, upon written request, to a copy of the Association's financial statement for the previous year.

Section 3. Payment of Taxes and Insurance Premiums. The Owners and holders of first mortgages on Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for property owned by the Association and the persons, firms or corporations making such payments shall be owed immediate reimbursement therefor from the Association.

## ARTICLE XV

### RULES AND REGULATIONS

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for action which may include, without limitation, an

action to recover sums due for damages, injunctive relief, or any combination thereof. Failure of Association to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, Lessees or employees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty(ies) should not be imposed.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by no later than twenty-one (21) days after the Board of Director's meeting.

(c) Penalties: The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars.

(2) Second non-compliance or violation: a fine not in excess of Three Hundred and No/100 (\$300.00) Dollars.

(3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of Five Hundred and No/100 (\$500.00) Dollars.

(d) Payment of Penalties: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VIII.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non Exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all

other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

## ARTICLE XVI

### GENERAL PROVISIONS

Section 1. Severability. Invalidatation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owners of not less than fifty-one (51%) percent of the Lots, or as provided in Article XVII herein. Any amendment must be properly recorded.

Section 3. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the membership and a majority of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Board member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all members of the Neighborhood represented by the Board member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

## ARTICLE XVII

### AMENDMENT OF DECLARATION WITHOUT APPROVAL OF OWNERS

The Declarant, without the consent or approval of any other Owner, shall have the right to amend this Declaration to conform



to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Property, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment as a condition of approval, or suggesting an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit Declarant to amend in accord with such letter.

No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Clerk of Court for Horry County.

#### ARTICLE XVIII

#### LENDERS NOTICES

Section 1. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number upon which it holds, insures or guarantees a first mortgage, any holder, owner or insurer of a first mortgage shall be provided with timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owner's association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

## ARTICLE XIX

### DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Horry County, South Carolina. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant, if any, and any which may be owned by the Association.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of restrictions and protective covenants or similar instruments affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of restrictions and protective covenants or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) ten (10) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

## ARTICLE XX

### THE COUNTRY CLUB

Section 1. Conveyance of Country Club. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other

person or entity with regard to the continuing ownership or operation of the Country Club as depicted upon the Master Land Use Plan. Any purported representation or warranty in such regard shall not be effective without an amendment hereto executed or joined into by the Declarant. Further, the ownership or operational duties of and as to the Country Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale or assumption of operations of the Country Club by/to an independent person or entity, (b) the conversion of the Country Club membership structure to an "equity" club or similar arrangement whereby the members of the Country Club or an entity owned or controlled thereby become the owner(s) and/or operator(s) of the Country Club, (c) the conveyance, pursuant to contract, option, or otherwise, of the Country Club to one or more affiliates, shareholders, employees or independent contractors of Declarant or the Country Club, or (d) the conveyance of the Country Club to the River Hills Property Owners Association, Inc., with or without consideration and subject or not subject to a mortgage(s) or other encumbrance. As to any of the foregoing or any other alternative, no consent of the Association, any Neighborhood, or any Owner shall be required to effectuate such transfer, even in the case of a conveyance of the Country Club to the Association, for or without consideration and subject to or not subject to any mortgage, covenant, lien, or other encumbrance on the applicable land and other property. The Declarant may restrict the property depicted on the Master Land Use Plan as Country Club property to use as a golf course. >

Section 2. Rights of Access and Parking. The Country Club and its members (regardless of whether such members are Owners hereunder), employees, agents, contractors, and designers shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel from/to the entrance within the Properties to/from the Country Club and, further, over those portions of the Properties (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and its facilities. Without limiting the generality of the foregoing, members of the Country Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Common Areas at reasonable times before, during, and after golf tournaments and other approved functions held by/at the Country Club.

Section 3. Assessments. In consideration of the fact that the Country Club will perform certain functions within the Properties which will be of benefit to the community at large, the costs of which may not be allocable, neither the Country Club nor any of its property shall be subject to assessment hereunder or under any declaration or similar document for any association.



The foregoing shall not prohibit, however, the Association from entering into a contractual arrangement with the Country Club whereby the Country Club will contribute funds for, among other things, Common Area maintenance; provided, however, no lien hereunder on the Country Club's property shall be deemed to exist as a means of enforcing any such obligations.

Section 4. Architectural Control. Neither the Association, the Architectural Review Board, nor any Neighborhood association or similar committee or board thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Property which is adjacent to, or otherwise in the direct line of sight from the Country Club for the depth of one building lot, without giving the Country Club at least fifteen (15) days prior notice of its intent to approve or permit same, together with copies of the request therefor and all other documents and information finally submitted in such regard. The Country Club shall then have fifteen (15) days in which to voice its approval or disapproval, which opinion shall be given great weight in the final decision. The failure of the Country Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Country Club's right to object to the matter so submitted. This Section shall also apply to any work on the Common Areas hereunder or any common areas/elements of an association, if any.

Section 5. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Country Club, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Country Club, or in the case of a corporate owner, by its board of directors. The foregoing shall not apply, however to amendment made by the Declarant.

Section 6. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Country Club shall cooperate to the maximum extent possible in the operation of the Properties and the Club. Each shall reasonably assist the other in upholding the Architectural Review Board Standards.

Section 7. Applicability. The Country Club shall not be deemed to be an Owner or Member as those terms are defined in this Declaration and shall only be subject to the provisions of Articles IX, X, and this Article XX of this Declaration. The Association shall have all enforcement powers afforded by this Declaration and at law to enforce those Articles.

IN WITNESS WHEREOF, the undersigned River Hills Limited Partnership, a South Carolina Limited Partnership, Declarant by virtue of the provisions of Article I, Section 3 of the aforesaid Declaration of Covenants, Conditions and Restrictions, has caused

this instrument to be executed by its general partner the day  
and year first above written.

WITNESSES:

RIVER HILLS LIMITED PARTNERSHIP  
A South Carolina Limited Partnership

By: RIVER HILLS GOLF & COUNTRY  
CLUB, INC. OF NORTH MYRTLE BEACH

By: E. Carroll Rogers  
E. Carroll Rogers, President

Samuel Hays Conner  
Joe F. Gifford  
Samuel Hays Conner  
Joe F. Gifford

By: Harry A. Thomas  
Harry A. Thomas, Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that s/he saw the within named River Hills Limited Partnership, a South Carolina Limited Partnership, by River Hills Golf & Country Club, Inc. of North Myrtle Beach, its General Partner, by and through its proper corporate officers, Sign, Seal and as its Act and Deed deliver the within written DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS; and that s/he with the other subscribing witness witnessed the execution thereof.

*Larry Allen Conner*

SWORN to before me this 21<sup>st</sup>  
day of March, 1988.

*John J. Lippert* (L.S.)  
Notary Public for South Carolina

My Commission Expires: 6/9/90

EXHIBIT "A"

All those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, South Carolina, and being more particularly described as Lots 1 through 37, inclusive, Block C as shown upon a plat of Block "C", Phase I, prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated April 7, 1988, and recorded April 15, 1988, in Plat Book 99 at Page 230, in the Office of the RMC for Horry County, South Carolina.

All those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, South Carolina, and being more particularly described as Lots 1 through 10, inclusive, Block G as shown upon a plat of Block "G", Phase I, prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated April 21, 1988, and recorded April 21, 1988, in Plat Book 99 at Page 242, in the Office of the RMC for Horry County, South Carolina.

All those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, South Carolina, and being more particularly described as Lots 1 through 15, inclusive, Block H, and Lots 3 through 20, inclusive, Block I, as shown upon a plat of Block "H" and "I", Phase I, prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated April 7, 1988, and recorded April 15, 1988, in Plat Book 99 at Page 299, in the Office of the RMC for Horry County, South Carolina.

All those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, South Carolina, and being more particularly described as Lots 1 through 40, inclusive, Block B, as shown upon a plat of Block "B", Phase I prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated May 11, 1988, and recorded May 2, 1988, in Plat Book 100 at Page 43, in the Office of the RMC for Horry County, South Carolina.

Including rights of ingress and egress thereto.

EXHIBIT "B"

All those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, South Carolina and more particularly described as S-1 and S-2 on a plat prepared by Atlantic Land Surveying Inc., dated October 1, 1987, and recorded in Plat Book 97 at Page 243, records of Horry County, South Carolina.

Excluding the lots described on Exhibit "A" hereto.

This being a portion of the property conveyed to River Hills Limited Partnership, a South Carolina Limited Partnership, by the following Deeds: Deed of John Henry Stanley, Deed Book 1142, Page 87; Levi Henry Stanley, Deed Book 1142, Page 75; Ivory Wilson, et al, Deed Book 1142, Page 371; Southeastern Entertaninment & Recreation Co., Inc., Deed Book 1119, Page 426; LaDane W. Bullington, et al., Deed Book 1097, Page 150; North Myrtle Beach Lands, Deed Book 1097, Page 145; Bennie A. Platt, Deed Book 1096, Page 751; Annie M. Sanders, Deed Book 1170, Page 351; Annie M. Sanders Trust by Daniel M. Sanders, Deed Book 1170, Page 354; LaDane W. Bullington, Deed Book 1170, Page 357; Annie M. Sanders Trust by Ernest Coleman Sanders, Deed Book 1171, Page 278, all records of Horry County.

BOOK 1218 PAGE 039



The State of South Carolina  
EXECUTIVE DEPARTMENT

24, 011  
CERTIFICATE OF INCORPORATION  
BY THE SECRETARY OF STATE

WHEREAS Harry A. Thomas, Post Office Box 3321, North Myrtle Beach, SC 29582  
Carroll Rogers, Post Office Box 3058, North Myrtle Beach, SC 29582

two or more of the officers or agents appointed to supervise or manage the affairs of

RIVER HILLS PROPERTY OWNER'S ASSOCIATION, INC.

which has been duly and regularly organized, did on the 21st day of  
March, A. D. 19 89, file with Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they  
were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold property in common for Religious, Educational, Social, Fraternal,  
Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit  
or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three  
days' notice in the Sun News, a newspaper published in the  
County of Horry has been given that the aforesaid Declaration would be filed.

And WHEREAS, Said Declarants and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is RIVER HILLS PROPERTY OWNER'S ASSOCIATION, INC.

THIRD: The place at which it proposes to have its headquarters or be located is 625 Sea Mountain Highway  
North Myrtle Beach, SC

FOURTH: The purpose of the said proposed Corporation is to administer and manage the operation of  
River Hills Property Owner's Association.

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

Harry A. Thomas	P. O. Box 3321, N. Myrtle Beach, SC	Sec./Treas./Director
Carroll Rogers	P. O. Box 2058, N. Myrtle Beach, SC	President/Director
Ernie M. Younts	P. O. Box 3325, N. Myrtle Beach, SC	V. President/Director

SIXTH: That they desire to be incorporated: in perpetuity

Now, THEREFORE I, JOHN T. CAMPBELL, Secretary of State, by virtue of the authority in me vested, by Chapter  
31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the said organization to be a body politic and  
corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by  
said Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.



GIVEN under my hand and the seal of the State, at Columbia,  
this 21st day of March  
in the year of our Lord one thousand nine hundred and  
88 and in the two hundred and Twelfth

year of the Independence of the  
JOHN T. CAMPBELL,  
Secretary of State.

800-1218-PAGE 040

# ARTICLES OF INCORPORATION

OF

## RIVER HILLS PROPERTY OWNERS ASSOCIATION, INC.

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

### ARTICLE I

#### NAME

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

### ARTICLE II

#### PURPOSES AND POWERS

The purpose of the Association is the administration, maintenance, management, control and ownership of all access, common and limited common areas located, or which may become located within or appurtenant to a development located near U.S. Highway 17 in North Myrtle Beach, South Carolina.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

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

### ARTICLE III

#### MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class I. Class I members shall be all those owners as defined in Article IV, Section 2(a) in the Declaration. Class I members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article IV, Section 2(a) in the Declaration. When more than one person holds such interest or interests in a Lot, all such persons shall be members; however, they shall select one (1) member to vote, which such member shall be designated as the "Voting Member" and shall be so designated in writing to the Secretary of the Association. In no event shall more than one vote be cast with respect to any such Lot.

Class II. The sole Class II member shall be the Declarant. The Class II member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article IV, Section 2(b) in the Declaration provided that the Class II membership shall cease and terminate when seventy-five (75%) percent of the Lots within River Hills have been sold and conveyed by Declarant or on January 1, 1997, in the discretion of Declarant.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of the Voting Members, and may make provisions for regular and special meetings of the Voting Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Voting Members shall exist if fifty-one (51%) percent of the Voting Members shall be present. Action may be taken by majority vote of those Voting Members present at any meeting. So long as a quorum is present at the opening of the meeting, business may be transacted until adjournment notwithstanding the withdrawal of enough Voting Members to leave less than a quorum in attendance. Further, at any adjourned meeting at which a quorum is present at the reconvening of such meeting, any business may be transacted which might have been transacted at the original meeting and notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

Section 4. Principal Office. The initial principal office of the Corporation shall be located at Thomas Realty, North Myrtle Beach, South Carolina 29586; however, the Corporation may maintain offices and transact business in such other places within or without the State of South Carolina as may from time to time be designated by the Board of Directors.

#### ARTICLE IV

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine, not to exceed nine (9) persons. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

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

- |                    |  |
|--------------------|--|
| 1. Carroll Rogers  | Post Office Box 2058<br>North Myrtle Beach, SC 29582 |
| 2. Harry A. Thomas | Post Office Box 3321<br>North Myrtle Beach, SC 29582 |
| 3. Ernie M. Younts | Post Office Box 3325<br>North Myrtle Beach, SC 29582 |

Section 3. Election of Members of Board or Directors. Except for the first Board of Directors, directors shall be elected by the Voting Members representing the Neighborhoods as provided by the By-Laws of the Association. The By-Laws may provide for the method of voting in the election and for removal from office of directors. After Declarant gives up control of the Association, all directors shall be owners of Lots in River Hills or shall be authorized representatives, officers, or employees of corporate members of the Association.

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

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

## ARTICLE VI

### OFFICERS

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

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

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

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	E. Carroll Rogers	Post Office Box 2058 North Myrtle Beach, SC 29582
Vice President	Ernie M. Younts	Post Office Box 3325 North Myrtle Beach, SC 29582
Secretary	Harry A. Thomas	Post Office Box 3321 North Myrtle Beach, SC 29582
Treasurer	Harry A. Thomas	Post Office Box 3321 North Myrtle Beach, SC 29582

#### ARTICLE VII

##### BY-LAWS

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

#### ARTICLE VIII

##### AMENDMENTS

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



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

ARTICLE IX

SUBSCRIBERS

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

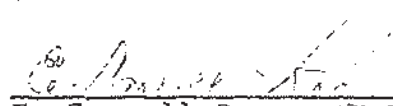
Harry A. Thomas	Post Office Box 3321 North Myrtle Beach, SC 29582
E. Carroll Rogers	Post Office Box 2058 North Myrtle Beach, SC 29582

ARTICLE X

INDEMNIFICATION

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

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this 21st day of March, 1988.

  
\_\_\_\_\_  
E. Carroll Rogers

  
\_\_\_\_\_  
Harry A. Thomas

## TABLE OF CONTENTS

	<u>Page</u>
I. NAME, PRINCIPAL OFFICE AND DEFINITIONS	
1. Name.....	1
2. Principal Office.....	1
3. Definitions.....	1
II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES	
1. Membership.....	1
2. Place of Meetings.....	1
3. Annual Meetings.....	1
4. Special Meetings.....	2
5. Notice of Meetings.....	2
6. Waiver of Notice.....	2
7. Adjournment of Meetings.....	2
8. Voting.....	3
9. Proxies.....	3
10. Majority.....	3
11. Quorum.....	3
12. Conduct of Meetings.....	3
13. Action Without A Meeting.....	3
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	
A. <u>Composition and Selection.</u>	
1. Governing Body; Composition.....	3
2. Directors and Neighborhood Representatives During Class "II" Control.....	4
3. Veto.....	4
4. Number of Directors.....	5
5. Nomination of Directors.....	5
6. Election and Term of Office.....	6
7. Removal of Directors and Vacancies.....	7
8. Voting Procedure for Directors.....	8
B. <u>Meetings.</u>	
9. Organization Meetings.....	8
10. Regular Meetings.....	8
11. Special Meetings.....	8
12. Waiver of Notice.....	9
13. Quorum of Board of Directors.....	9
14. Compensation.....	9
15. Conduct of Meetings.....	9
16. Open Meetings.....	9
17. Action Without a Formal Meeting.....	10

C. Powers and Duties.

18.	Powers.....	10
19.	Management Agent.....	12
20.	Accounts and Reports.....	12
21.	Borrowing.....	13
22.	Rights of Association.....	13
23.	Enforcement.....	14

IV. OFFICERS

1.	Officers.....	15
2.	Election, Term of Office, and Vacancies.....	15
3.	Removal.....	15
4.	Powers and Duties.....	16
5.	Resignation.....	16
6.	Agreements, Contracts, Deeds, Leases, Checks, Etc.....	16

V. COMMITTEES

1.	General.....	16
2.	Covenants Committee.....	16
3.	Neighborhood Committees.....	16

VI. MISCELLANEOUS

1.	Fiscal Year.....	17
2.	Parliamentary Rules.....	17
3.	Conflicts.....	17
4.	Books and Records.....	17
5.	Notices.....	18
6.	Amendment.....	18

BY-LAWS  
OF  
RIVER HILLS PROPERTY OWNERS ASSOCIATION, INC.

Article I  
Name, Principal Office and Definitions

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

Section 2. Principal Office. The principal office of the Association in the State of South Carolina shall be located in the County of Horry. The Association may have such other offices, either within or without the State of South Carolina, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Restrictions and Protective Covenants for River Hills (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II  
Association: Membership, Meetings, Quorum, Voting, Proxies

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

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

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

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

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

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

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

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

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



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

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

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

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing fifty-one (51%) percent of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. So long as a quorum is present at the opening of the meeting, business may be transacted until adjournment notwithstanding the withdrawal of enough Voting Members to leave less than a quorum in attendance. Further, at any adjourned meeting at which a quorum is present at the reconvening of such meeting, any business may be transacted which might have been transacted at the original meeting and notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

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

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

Article III  
Board of Directors, Neighborhood Representative:  
Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors each of whom shall have one (1) vote. Except as provided in Section 2 of

this Article, the Directors shall be Members. In the case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors and Neighborhood Representatives During Class "II" Control. The Directors and Neighborhood Representatives shall be selected by the Class "II" Member acting in its sole discretion and shall serve at the pleasure of the Class "II" Member until the first to occur of the following:

(i) when seventy-five (75%) percent of the Lots Permitted by the Master Land Use Plan for the property described on Exhibits "A" and "B" of the Declaration have been conveyed to Persons other than the Declarant or builders holding title for purposes of development and sale; or

(ii) on January 1, 1997, or

(iii) when, in its discretion, the Class "II" member so determines.

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

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

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

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

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

(a) The Class "II" member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee by certified mail, return receipt

requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with this Article III, Sections 10 and 11, of these By-Laws as to regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "II" member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee, or the Association. The Class "II" member and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "II" member shall have and is hereby granted a veto power over any such action, policy, or program authorized by any committee or the Board of Directors and to be taken by any committee or Board or the Association or any individual member of the Association if Board, committee, or Association approval is necessary for said action. This veto may be exercised by the Class "II" member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. Any veto shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association.

Section 4. Number of Directors. The number of Directors in the Association shall be not less than three (3) nor more than nine (9), as provided below. The initial Board shall consist of three (3) members as identified in the Articles of Incorporation. Except during the period of Class "II" control as provided in Section 2 of this Article, directors shall be elected from and shall represent Neighborhood Districts.

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "II" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association with at least one (1) from each Neighborhood District. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Voting Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations from each Neighborhood for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled

from each Neighborhood. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Neighborhood Districts shall be formed and designated by Declarant at the time of turnover of its control.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "I" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own twenty (20%) percent of the Units permitted in the Master Land Use Plan for the property described on Exhibits "A" and "B", or whenever the Class "II" Member earlier determines, the Association shall call a special meeting to be held at which Voting Members other than the Class "II" Member shall elect one (1) of the three (3) directors who shall be an at-large director. The director so elected shall not be subject to removal by the Class "II" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time Class "I" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own forty (40%) percent of the Lots in the property described on Exhibits "A" and "B", or whenever the Class "II" Member earlier determines, the Board shall be increased to seven (7) directors. The Association shall call a special meeting to be held at which Voting Members other than the Class "II" Member shall elect three (3) of the seven (7) directors, each of whom shall be at-large directors. The Directors so elected shall not be subject to removal by Class "II" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such Directors' term expires prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) At the first annual meeting of the membership after the termination of the Class "II" Control and at each annual meeting of the membership thereafter, directors shall be elected by the Voting Members. Separate slates shall be proposed for each Neighborhood District and only those Voting Members representing Lots in a Neighborhood District shall vote on the representatives for that Neighborhood District. A separate slate shall also be proposed for any at-large directors, and all Voting Members shall be entitled to vote thereon. The number of direc-



tors to be elected from each Neighborhood District shall be determined on the basis of a percentage calculated by dividing the number of Units in the Neighborhood District by the total number of Lots in the Properties and multiplying by one hundred (100). If the resulting Percentage is:

- 15-25%, the Neighborhood will elect one (1) director;
- 26-50%, the Neighborhood will elect two (2) directors;
- 51-75%, the Neighborhood will elect three (3) directors; and
- 76-100%, the Neighborhood will elect four (4) directors.

If application of this formula for any election results in an even number of directors, then one (1) additional director shall be elected at-large by the Voting Members.

At the first annual meeting after the termination of Class II control, three (3) of the Directors elected pursuant to section (c) above shall be elected to serve for a term of three (3) years. Two (2) of the remaining directors shall be elected to serve for a term of two (2) years, with the final two (2) directors elected to serve for a one (1) year term. Members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. Directors may be elected to serve any number of consecutive terms. The Neighborhood Representative shall be elected to serve a two (2) year term and may also be elected to serve any number of consecutive terms. The Board of Directors may eventually be increased to a maximum of nine (9) members with each member elected after the terms of the initial Directors to serve a three (3) year term.

Section 7. Removal of Directors and Vacancies. Directors may be removed, with or without cause, by a vote of the Voting Members holding a majority of the votes of the Neighborhood represented by the director whose removal is being sought. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. A director who was elected at large solely by the votes of Voting Members other than the Class "II" Member may be removed from office prior to the expiration of his or her term only by the votes of a majority of Voting Members other than the Class "II" Member. Upon removal of a director, a successor shall then and there be elected to fill the vacancy by the Voting Members responsible for such removal.

Any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by



the Board. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board and it may appoint a successor. Any director appointed by the Board shall serve for the remainder of the term such successor was appointed to fill. The director appointed to fill the vacancy shall be selected from the Neighborhood represented by the director who has vacated the position.

Section 8. Voting Procedure for Directors. At any election of directors to the Board of Directors, each Voting Member may cast, in respect to each vacancy, as many votes as he or she is entitled to exercise under Article IV of the Declaration. Votes shall be cast as provided (total lots in Neighborhood) in Section 6. The candidates receiving the largest number of votes shall be elected.

#### B. Meetings.

Section 9. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by a majority of directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) 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 or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given by use of the director's telephone number or shall be sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 12. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting until such time and place as they may determine. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members holding a majority of the total vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 15. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 16. Open Meetings. Subject to the provisions of Section 17 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Member may speak.

Section 17. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Members or the membership generally.

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

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

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

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

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

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

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

(f) making and amending rules and regulations;

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

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

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

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

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

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

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

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

Section 19. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 18 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

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

Section 20. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls shall conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; unless it benefits the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a variance report reflecting the status of all Association ledger accounts in an "actual" versus "approved" budget format;



(iii) a balance sheet as of the last day of the preceding period; and

(iv) a delinquency report listing all Owners who are delinquent in paying the assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board of Directors); and

(g) an annual report as of the end of the fiscal year consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed, or unaudited basis, as determined by the Board, by an independent certified public accountant for any fiscal year in which the gross income of the Association exceeds Seventy-Five Thousand and No/100 (\$75,000.00) Dollars. If said report is not prepared by an independent certified public accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 21. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas without the approval of the membership; provided, however, the Board shall obtain Voting Member approval in the same manner provided in Article VIII, Section 3, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 22. Rights of the Association. With respect to the Common Areas, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any Person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including

any management contract) executed during the period of Class "II" control unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days notice to the other party.

Notwithstanding anything to the contrary contained herein, the Association, through its Board of Directors, shall have the right to enter into a declaration of easement and covenant to share costs or similar arrangement whereby the Association assumes maintenance responsibility for property which it does not own, or grants easements to entities which are not Members, in consideration for payment by the owner of such property or such nonmembers of all or a portion of the costs associated with such maintenance or use.

Section 23. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, except the suspension of voting rights for nonpayment of assessments, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a

statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any Provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

#### Article IV Officers

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

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



vote of Owners of Lots within that Neighborhood at an annual meeting of such Owners, at which the Owners of Lots within that Neighborhood holding at least one-third (1/3) of the total votes of Units in the Neighborhood are present or represented by proxy. Each Owner of a Lot within a Neighborhood shall have one (1) vote. Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Committee. It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors. All action taken by the Neighborhood Committee shall require a majority vote of those attending a meeting where a quorum is present in person or by proxy.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III, of these By-Laws; provided, however, the term "Voting Member" shall refer to the Owners of lots within the Neighborhood. Each Neighborhood Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors and shall be the Voting Member serving on the Board of Directors from that Neighborhood.

#### Article VI Miscellaneous

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

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

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

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account,



and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

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

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

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

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

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

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

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

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

Section 6. Amendment. Prior to the conveyance of the first Lot, Declarant may unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws so long as it still owns property described in Exhibits "A" or "B" to the Declaration for development as part of the Properties and so long as the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, these By-Laws may

be amended only by the affirmative vote (in person or by alternate) or written consent of Voting Members representing seventy-five (75%) percent of the total votes of the Association, including seventy-five (75%) percent of the votes of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Horry County, South Carolina.

IN WITNESS WHEREOF, the undersigned River Hills Property Owners Association, Inc. has caused this instrument to be executed this 21st day of March, 1988.

RIVER HILLS PROPERTY  
OWNERS ASSOCIATION, INC.

By: E. Carroll Rogers  
E. Carroll Rogers, President

Ray M. Carr  
J. I. Giffis  
Ray M. Carr  
J. I. Giffis

Attest: Harry A. Thomas  
Harry A. Thomas, Secretary

DOC 1-18 PAGE 066

RECORDED  
MAY 25 PM 2 23  
R.M.C.

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1 - 66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional Phase I Lots to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "GRANTOR"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lots 1 through 27 inclusive, Block D as shown upon a Plat of Block "D", Phase I, prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated May 23, 1988 and recorded May 24, 1988 in Plat Book 100 at Page 73, in the Office of the RMC for Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of Lots 1 through 27 inclusive, Block D to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties described in Article II of said Declaration, together with the properties described herein shall be subjected to the said

Declaration of Restrictions and Protective Covenants. ,

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed this 25<sup>th</sup> day of May, 1988.

Signed, Sealed and Delivered  
In the Presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
A South Carolina Limited Partnershi

By: River Hills Golf and  
Country Club, Inc. of  
North Myrtle Beach,  
General Partner

Robert Hill  
W. V. [unclear] [unclear]

By: E. Carroll Rogers  
E. Carroll Rogers, President

Attest: Harry A. Thomas  
Harry A. Thomas, Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named River Hills Limited Partnership, a South Carolina Limited Partnership, by River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, by and through its authorized officers as its Act and Deed deliver the within written FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB; and that s/he with the other witness subscribed above, witnessed the execution thereof and saw the Corporate Seal thereto affixed.

Rodney Hill

SWORN to before me this 24  
day of July, 1988.

W. Paul Strickland (L.S.)  
Notary Public for South Carolina

My Commission Expires: Aug 14 1990



7  
FILED  
HORRY COUNTY, S.C.  
68 JUN -7 PM 4:08  
R.M.C.

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1 - 66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional Phase I Lots to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "GRANTOR"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lots 1 through 18 inclusive, Block E as shown upon a Plat of Block "E", Phase I, prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated May 11, 1988 and recorded June 7th, 1988 in Plat Book 100 at Page 118, in the Office of the RMC for Horry County, South Carolina.

ALL those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lots 1 through 11 inclusive, Block F as shown upon a Plat of Block "F", Phase I, prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated May 11, 1988 and recorded June 7th, 1988 in Plat

Book 100 at Page 118, in the Office of the RMC for Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of Lots 1 through 18 inclusive, Block E and Lots 1 through 11 inclusive, Block F to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties described in Article II of said Declaration, together with the properties described herein shall be subjected to the said Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed this 2nd day of June, 1988.

Signed, Sealed and Delivered  
In the Presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
A South Carolina Limited Partnership

By: River Hills Golf and  
Country Club, Inc. of  
North Myrtle Beach,  
General Partner

Joseph P. Buchelmann

By: E. Carroll Rogers  
E. Carroll Rogers, President

Sam J. McLane

Attest: Harry A. Thomas  
Harry A. Thomas, Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named River Hills Limited Partnership, a South Carolina Limited Partnership, by River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, by and through its authorized officers as its Act and Deed deliver the within written SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB; and that s/he with the other witness subscribed above, witnessed the execution thereof and saw the Corporate Seal thereto affixed.

Joseph P. Bushelman

SWORN to before me this 2nd  
day of June, 1988.

Shirley M. Lamb (L.S.)  
Notary Public for South Carolina

My Commission Expires: July 16, 1994

1988 AUG 12 PM 12: 21

WIMC.

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1 - 66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "GRANTOR"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Tract "A", containing 2.156 acres, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated July 28, 1988 and recorded August 1, 1988 in Plat Book 101 at Page 33, in the Office of the RMC for Horry County, South Carolina; and, also

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Tract "B", containing 2.156 acres, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated July 28, 1988 and recorded August 1, 1988 in Plat Book 101 at Page 34, in the Office of the RMC for Horry County, South Carolina; and, also

ALL that certain place, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Tract "C", containing .151+ acres, as shown upon a plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated July 28, 1988 and recorded August 1, 1988 in Plat Book 101 at Page 32, in the Office of the RMC for Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subjected to the said Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed this 3 day of August, 1988.

Signed, Sealed and Delivered  
In the Presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
A South Carolina Limited Partnership

By: River Hills Golf and  
Country Club, Inc. of  
North Myrtle Beach,  
General Partner

Martha A. Watson

By: E. Carroll Rogers  
E. Carroll Rogers, President

James A. Thomas

Attest: Harry A. Thomas  
Harry A. Thomas, Secretary



STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named River Hills Limited Partnership, a South Carolina Limited Partnership, by River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, by and through its authorized officers as its Act and Deed deliver the within written THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB; and that s/he with the other witness subscribed above, witnessed the execution thereof and saw the Corporate Seal thereto affixed.

Martha A. Watson

SWORN to before me this 3<sup>rd</sup>  
day of August, 1988.

Shirley D. Randle (L.S.)  
Notary Public for South Carolina

My Commission Expires: 3/15/94

DB 1251/56

FILED  
HORRY COUNTY, S.C.

85 SEP 22 AM 10:46

R.M.C.

FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1 - 66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of deleting Article VII of the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "GRANTOR"), as the owner of more than fifty-one (51%) percent of the lots in the River Hills Subdivision pursuant to Article XVI, Section 2 does hereby amend the Declaration as follows:

Article VII, Special Restrictions Affecting Villa Home Sites is deleted in its entirety.

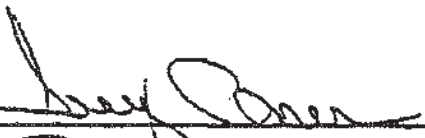
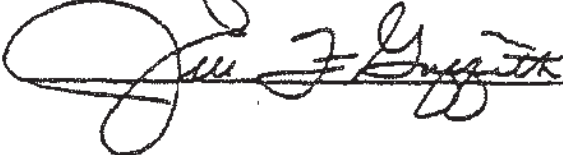
The said Declaration is amended in all particulars, generalities and references so as to reflect the Amendment of the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club to delete Article VII.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed this 26<sup>th</sup> day of September, 1988.

Signed, Sealed and Delivered  
In the Presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
A South Carolina Limited Partnership

By: River Hills Golf and  
Country Club, Inc. of  
North Myrtle Beach,  
General Partner

By:   
E. Carroll Rogers, President

Attest:   
Harry A. Thomas, Secretary

1251-562

ATTEST:

Its:

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PROBATE

PERSONALLY APPEARED BEFORE the undersigned witness who, being duly sworn, deposes and says that s/he saw the within named River Hills Limited Partnership, a S.C. Limited Partnership, by E. CARROLL BUGES, its PRESIDENT and attested by HARRY A. THOMAS, its SECRETARY, sign, seal and as its act and deed deliver the within written Notice of Rights Affecting Real Property, and that s/he, along with the other witness subscribed hereinabove, witnessed the execution thereof.

(L.S.)

Sworn to before me this  
21<sup>st</sup> day of September, 1988.

[Signature] (L.S.)  
Notary Public for S.C.  
My Commission Expires: \_\_\_\_\_

7412  
Horry County, S.C.

EXCISE 25 446:30

R.M.C.

COPY

FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1 - 66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "GRANTOR"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Tract "D-1", containing 12.227 acres, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated September 17, 1987 and recorded in Plat Book 97 at Page 246, in the Office of the RMC for Horry County, South Carolina; and, also

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as "Lot 28, Block D", as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated October 17, 1988 and recorded October 19, 1988 in Plat Book 102 at Page 16, in the Office of the RMC for Horry County, South Carolina; and, also

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as "Lot 19, Block E", as shown upon a plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc. dated July 13, 1988 and recorded October 19, 1988 in Plat Book 102 at Page 17, in the Office of the RMC for Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subjected to the said Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed this 24th day of October, 1988.

Signed, Sealed and Delivered  
In the Presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
A South Carolina Limited Partnership

By: River Hills Golf and  
Country Club, Inc. of  
North Myrtle Beach,  
General Partner

John Cooper  
Joseph Henry Conroy

By: E. Carroll Rogers  
E. Carroll Rogers, President

Attest: Harry A. Thomas  
Harry A. Thomas, Secretary



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named River Hills Limited Partnership, a South Carolina Limited Partnership, by River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, by and through its authorized officers as its Act and Deed deliver the within written FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB; and that s/he with the other witness subscribed above, witnessed the execution thereof and saw the Corporate Seal thereto affixed.

SWORN to before me this 24<sup>th</sup>  
day of October, 1988.

James M. Cooper (L.S.)  
Notary Public for South Carolina

My Commission Expires: 5/17/95

FILED  
HORRY COUNTY  
JAN 15 PM 2:1  
R.M.C.

SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, in DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lot 12, Block F as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated October 19, 1988, and recorded December 5, 1988, in Plat Book 102 at page 167, revised and rerecorded December 6, 1988, 1988, in Plat Book 102 at page 167-A, in the Office of the Register for Mesne Conveyances for Horry County, South Carolina, and also

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lot 1, Block I as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated November 17, 1988, and recorded December 5, 1988, in Plat Book 102 at page 166, revised and rerecorded December 6, 1988, 1988, in Plat Book 102 at page 167-B, in the Office of the Register for Mesne Conveyances for Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partners, has caused these presents to be executed the 9th day of December, 1988.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

Janet B. Cooke  
Sue L. McLaughlin

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: Harry A. Thomas (LS)  
Harry A. Thomas as Secretary

STATE OF SOUTH CAROLINA )

PROBATE

COUNTY OF HORRY )

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
9th day of December, 1988.

Sue L. McLaughlin (LS)  
Notary Public for SC

My commission expires: July 16, 1994

Janet B. Cooke

21

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partners, has caused these presents to be executed the 9th day of December, 1988.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

Janet B. Cooke  
Sue L. McLaughlin

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: Harry A. Thomas (LS)  
Harry A. Thomas as Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
9th day of December, 1988.

Sue L. McLaughlin (LS)  
Notary Public for SC

My commission expires: July 16, 1994

Janet B. Cooke

FILED  
HORRY COUNTY, S.C.

COPY

89 JAN 31 PM 2:50  
SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lots 1 through 16 (inclusive) of Block A, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated February 3, 1988, and recorded February 15, 1988, in Plat Book 99 at page 44, recorded in the Office of the Register for Mesne Conveyances for Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

1283-556



IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partners, has caused these presents to be executed the 31st day of January, 1989.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: Harry A. Thomas (LS)  
Harry A. Thomas as Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
31st day of January, 1989.

James H. [Signature] (LS)  
Notary Public for SC  
My commission expires: 5/17/99

Bonnie L. Thompson

24  
C

EIGHTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, S.C. AND RECORDED ON MAY 13, 1988, in DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA. 89 JUL 26 AM 10:12

Pursuant to the terms and conditions of the aforesaid Declaration<sup>R.M.C.</sup> and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lot 1 of Block L, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated March 17, 1989, and recorded July 13, 1989, in Plat Book 105 at page 114; Lot 28, Block D, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated May 23, 1988 and recorded January 17, 1989 in Plat Book 102 at page 16; Lot 12, Block F, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated October 19, 1988 and recorded December 6, 1988 in Plat Book 102 at page 167-A; Lot 19, Block E, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated July 13, 1988 and recorded October 19, 1988 in Plat Book 102 at page 17; and Lots 38, 39, 40, 41, and 42, Block C, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated April 7, 1988, revised January 31, 1989 and recorded July 24, 1989 in Plat Book 105 at page 151; all recorded in the Office of the Register for Mesne Conveyances for Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

1327-555

1-2-7-555

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed the 17th day of July, 1989.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH;  
as General Partner

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: Harry A. Thomas (LS)  
Harry A. Thomas as Secretary

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
17th day of July, 1989.

John W. [Signature] (LS)

Notary Public for SC

My commission expires: 31/10/92

COPY

FILED  
HORRY COUNTY, S.C.

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

RIVER HILLS GOLF AND COUNTRY CLUB  
SUPPLEMENTAL DECLARATION (AMENDMENT)

89 AUG -1 PM 2:15

R.M.C.

1  
9TH

WHEREAS, River Hills Limited Partnership, a South Carolina Limited Partnership ("Declarant") is the developer of River Hills Golf and Country Club, a subdivision described upon a series of maps by Atlantic Land Surveying, Inc., recorded in the records of Horry County; and

WHEREAS, the lots shown upon said maps are subject to that certain Declaration of Restrictions and Protective Covenants ("Restrictions") dated March 21, 1988 and recorded May 13, 1988 in Deed Book 1218 at page 001, records of Horry County, and all subsequent amendments thereto; and

WHEREAS, said restrictions permit the resubdivision of a lot if it results in an increase in the size of a lot; and

WHEREAS, Declarant has resubdivided Lots 31 and 32 of Block C as shown on a map recorded in Plat Book 99 at page 230; and

WHEREAS, Lots 31 and 32 of Block C will be conveyed by reference to a revised map prepared by Atlantic Land Surveying, Inc., dated April 7, 1988, and revised January 31, 1989 and recorded in Plat Book 105 at page 151, records of Horry County; and

WHEREAS, Declarant has resubdivided Lots 37 and 38 of Block B as shown on a map recorded in Plat Book 100 at page 043, eliminating Lot 37, Block B and increasing in size Lot 38, Block B; and

WHEREAS, Lot 38, Block B was previously conveyed to John W. Reynolds by Deed recorded in Deed Book 1311 at page 811, records of Horry County, referencing Plat Book 100 at page 43; and

WHEREAS, it is to be reconveyed referencing the revised map by Atlantic Land Surveying, Inc., dated May 11, 1988 and revised March 22, 1989 and recorded in Plat Book 105 at page 150, records of Horry County; and further

1329-142

WHEREAS, Declarant has resubdivided Lots 11 and 12 of Block H, increasing Lot 11, Block H in size, as shown on a map dated April 7, 1989 and revised February 7, 1989 and recorded in Plat Book 99 at page 229; records of Horry County; and

WHEREAS, Delcarant desires to and does amend the subdivision maps recorded in Plat Book 99 at page 229, Plat Book 99 at page 230, Plat Book 100 at page 043, records of Horry County to reflect the modifications above stated and, additionally, referred to below.

W I T N E S S E T H

1. That Declarant, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends certain subdivision maps of River Hills Golf and Country Club to reflect the resubdivision of Lots 31 and 32, of Block C as shown on a map revised January 31, 1989 and recorded in Plat Book 105 at page 151, records of Horry County, and to eliminate Lot 37 of Block B and increase in size Lot 38 of Block B as shown on a map revised March 22, 1989 and recorded in Plat Book 105 at page 150 and to resubdivide Lots 11 and 12 of Block H, increasing Lot 11, Block H in size as shown on a map revised February 7, 1989 and recorded in Plat Book 99 at page 229, records of Horry County.

2. That the maps as amended are declared to be subject to that certain Declaration of Restrictions and Protective Covenants dated March 21, 1988 and recorded May 13, 1988 in Deed Book 1218 at page 001, records of Horry County, and that reference in any instrument to the original map and amended map shall be of equal force and effect except as to matters revised or amended since the date of the original maps and in such event such revisions and amendments shall be controlling.



IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration  
this 28<sup>th</sup> day of July, 1989.

In the presence of:  
a South Carolina Limited Partnership

RIVER HILLS LIMITED PARTNERSHIP,

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH  
as General Partner

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: Harry A. Thomas (LS)  
Harry A. Thomas as Secretary

STATE OF SOUTH CAROLINA     )  
                                      )  
COUNTY OF HORRY             )

PROBATE

Personally appeared before me the undersigned witness and made oath that  
s/he saw the within named duly authorized officers of River Hills Golf and  
Country Club, Inc. of North Myrtle Beach, General Partners of River Hills  
Limited Partnership, a South Carolina Limited Partnership, sign, seal and as  
its act and deed, deliver the within written instrument and that s/he  
together with the other witness subscribed below, witnessed the execution  
thereof.

SWORN to before me this  
28<sup>th</sup> day of July, 1989.

Tommy Meyer Conner (LS)  
Notary Public for SC

My commission expires: 5/17/92

Jim A. Cooper

FILED  
HORRY COUNTY, S.C.

1989 DEC -4 AM 11:30

29  
FILED  
HORRY COUNTY, S.C.

1989 DEC -1 PM 4:48

TENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lots 1 through 14 (inclusive) of Block A, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated March 23, 1989, and recorded November 20 1989, in Plat Book 107 at page 068, records of Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

1355-412

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed the 20th day of November, 1989.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: John J. Mancino (LS)  
John J. Mancino as Secretary

STATE OF SOUTH CAROLINA }

COUNTY OF HORRY }

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
20th day of November, 1989.

Frank M. Cooper (LS)  
Notary Public for SC

My commission expires: 5/17/93

John A. Cooper

DEED BOOK 1500

pg. 609

12588

125820

33

118-26-01-001 New 014

HORRY COUNTY, S.C.

HORRY COUNTY, S.C.

1989 DEC -1 PM 4:18:22

Map Lix Parcel 12-5-89 1989 DEC -1 AM 11:20

TENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB; SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, in DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lots 1 through \*14 (inclusive) of Block A, as shown \*15 upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated March 23, 1989, and recorded November 20 1989, in Plat Book 107 at page 068, records of Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

\*RECORDED TO CORRECT SCRIVENERS ERROR IN LOTS TO BE INCLUDED IN THIS AMENDMENT. CORRECT LOTS ARE 1 through 15 (inclusive) of Block A.

DB 1417 / 154

12588 609

609  
412

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed the 20th day of November, 1989.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

Dee A Cooper  
Dee A Cooper

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: John J. Mancino (LS)  
John J. Mancino as Secretary

STATE OF SOUTH CAROLINA )

COUNTY OF Horry )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
20th day of November, 1989.

John J. Mancino (LS)  
Notary Public for SC

My commission expires: 5/17/95

Dee A Cooper





90 APR 26 AM 10:46

R.M.C.

ELEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, in DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina and being more particularly described as Lots 2, 3, 4 and 5, of Block L, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership, by Atlantic Land Surveying, Inc., dated January 5, 1990, and recorded April 26, 1990, in Plat Book 109 at page 99, records of Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

1387-335

1

12-7-2017

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed the 12 day of April, 1990.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST John J. Mancino (LS)  
John J. Mancino as Secretary

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
12 day of April, 1990.

John J. Mancino (LS)  
Notary Public for SC

My commission expires: 5/17/91

FILED  
HORRY COUNTY

TWELFTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB. SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1-66. RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

WHEREAS, Article III, Section 1 of the Declaration of Restrictions provides that River Hills Limited Partnership, a South Carolina Limited Partnership, its successors and assigns, may subject any property described therein in Exhibit "B" to the provisions of the said Restrictions;

WHEREAS, River Hills Limited Partnership, a South Carolina Limited Partnership, conveyed a tract of land containing 4.974 acres, more or less, to John J. Mancino and Richard M. White, Jr., by Deed recorded in Deed Book 1395 at page 325, records of Horry County, and

WHEREAS, John J. Mancino and Richard M. White, Jr., subsequently conveyed the identical tract of land to their corporation, R W M, Inc., a South Carolina Corporation, by Deed recorded in Deed Book 1409 at page 508, records of Horry County, and

WHEREAS, R W M, Inc., desires to amend the Restrictions to submit the property described hereinbelow to the Declaration of Restrictions dated March 21, 1988 and recorded on May 13, 1988, in Deed Book 1218 at pages 1-66, records of Horry County.

NOW THEREFORE, Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, R W M, Inc., a South Carolina Corporation having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in Little River Township, Horry County, South Carolina containing 4.974 acres, more or less, more particularly shown described on a Plat prepared for River Hills Limited Partnership by Atlantic Land Surveying, Inc., dated May 9, 1990 and recorded in Plat Book 109 at page 212, records of Horry County, South Carolina, together with access thereto from U. S. Highway 17 North over and across River Hills Drive and Cedar Creek Run.

306  
DB1414-306

GENERALY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

River Hills Limited Partnership, a South Carolina Limited Partnership, as Grantor as defined in the aforesaid Declaration hereby acknowledges, joins in and consents to the Amendment of Declaration as set forth herein.

IN WITNESS WHEREOF, R W M, Inc., a South Carolina Corporation, by and through Richard M. White, Jr., its President and Greg H. Richardson, its Secretary, has caused these presents to be executed the 25th day of August, 1990, and E. Carroll Rogers as President and John J. Mancino, as Secretary of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partner of River Hills Limited Partnership, a South Carolina Limited Partnership, have consented thereto.

IN THE PRESENCE OF:

Richard M. White, Jr.  
Greg H. Richardson  
E. Carroll Rogers

R W M, INC., a South Carolina Corporation

BY: Richard M. White, Jr. (LS)  
Richard M. White, Jr. as President

ATTEST: Greg H. Richardson (LS)  
Greg H. Richardson as Secretary

ACKNOWLEDGED BY:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: John J. Mancino (LS)  
John J. Mancino as Secretary

STATE OF SOUTH CAROLINA        )  
                                      )  
COUNTY OF HORRY                )        PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of R W M, Inc., a South Carolina Corporation by Richard M. White, Jr., its President and Greg H. Richardson its Secretary, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
25<sup>th</sup> day of April, 1990.

John M. White (LS)  
Notary Public for SC  
My commission expires: 01/17/93

Richard M. White



FILED  
HORRY COUNTY, S.C.  
1990 OCT 12 PM 2:59

R.M.C.

THIRTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, in DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

PARCEL I:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as 4.393 acres, more or less, along with that portion of a 50' right of way described as Hermitage Drive, on a map or plat entitled "4.393 +- ACRES OF LAND LOCATED IN RIVER HILLS GOLF & COUNTRY CLUB, INC., LITTLE RIVER TOWNSHIP - HORRY COUNTY, SC" dated September 11, 1990 and recorded October 3, 1990, in Plat Book 111 at page 139, records of Horry County.

PARCEL II:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as 5.158 acres, more or less, along with that portion of a 50' right of way described as Hermitage Drive, on a map or plat entitled "5.158 +- ACRES OF LAND LOCATED IN RIVER HILLS GOLF & COUNTRY CLUB, INC., LITTLE RIVER TOWNSHIP - HORRY COUNTY, SC" dated September 11, 1990 and recorded October 3, 1990, in Plat Book 111 at page 140, records of Horry County.

MB 1427 848

PARCEL III:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as 2.492 acres, more or less, along with that portion of a 50' right of way described as Hermitage Drive, on a map or plat entitled "2.492 +- ACRES OF LAND LOCATED IN RIVER HILLS GOLF & COUNTRY CLUB, INC., LITTLE RIVER TOWNSHIP - HORRY COUNTY, SC" dated September 11, 1990 and recorded October 3, 1990, in Plat Book 111 at page 141, records of Horry County.

PARCEL IV:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as 4.577 acres, more or less, along with that portion of a 50' right of way described as Hermitage Drive, on a map or plat entitled "4.577 +- ACRES OF LAND LOCATED IN RIVER HILLS GOLF & COUNTRY CLUB, INC., LITTLE RIVER TOWNSHIP - HORRY COUNTY, SC" dated September 11, 1990 and recorded October 3, 1990, in Plat Book 111 at page 142, records of Horry County.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed the 9th day of October, 1990.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

BY: E. Carroll Rogers (LS)  
E. Carroll Rogers as President

ATTEST: John J. Mancino (LS)  
John J. Mancino as Secretary


STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
9th day of October, 1990.

 (LS)  
Notary Public for SC

My commission expires: 4/10/2000

  
\_\_\_\_\_

4  
COPY

FOURTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

WHEREAS, Article XVI, Section 1 of the Declaration of Restrictions provides that the restrictions may be amended by an instrument signed by the Owners of not less than fifty-one (51%) percent of the lots; and

WHEREAS, a meeting was held on September 29, 1990 with a quorum present and fifty-one (51%) percent of the Owners voted in favor of the following amendments.

NOW, THEREFORE, pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, the said Declaration is amended as follows:

1. Article VI, Section 2. Landscape Requirements, is amended to delete the last sentence therein in its entirety and to replace it with the following sentence:

All individual lot landscaping plans must be approved by the Architectural Review Board before implementation.

2. Article VI, Section 5. Distracting Activity Prohibited, is amended to delete the final sentence in its entirety and to replace it with the following sentence:

No fences shall be allowed on lots bordering the golf course, except as required by governmental authorities.

3. Article VIII, Section 4. Capital Contribution, is amended to delete the first sentence in its entirety and to replace it with the following:

Each Owner of a lot shall be assessed at closing an amount equal to one-sixth (1/6) of the annual assessment, or One Hundred and No/100 (\$100.00) Dollars, whichever is greater, for start-up costs which shall be designated a capital contribution.

4. Article IX. Architectural Review, is amended to add the following paragraph to the end of said Article:

No occupancy shall be permitted or certificate of occupancy issued until the dwelling and lot improvements have passed the final inspection of the Architectural Review Board.

db 1433 117

5. Article X, Section 4. Gardens, is amended to add the following sentence:

No fruit or vegetable gardens may be planted or prepared without the express written consent of the Architectural Review Board.

6. Article X, Section 9. Signs, is amended to delete the final sentence in its entirety and to replace it with the following sentences:

One sign designating the general contractor shall be allowed to be placed on a lot during the period of construction. All signs must be approved by the Architectural Review Board prior to placement. Upon completion of the improvements, the sign shall be removed. Completion shall be determined in the sole discretion of the Architectural Review Board. Contractor signs shall only be allowed to be displayed during the initial construction and shall not be allowed to be placed on the property during renovation or remodeling projects.

7. Article X, Section 11. Garbage Disposal, is amended to delete the third sentence of said section and to replace it with the following sentence:

No Owner may change or supplement the garbage disposal facilities provided for such Owner's residence on the date of completion of construction thereof unless the Architectural Review Board shall first approve in writing the change or addition to the method of storage.

8. Article X, Section 14. Fences, is amended to add the following phrase at the end of the second sentence:

,except as required by governmental authorities including, but not limited to, fencing around swimming pools. The design and materials used for any fence must be approved by the Architectural Review Board prior to placement on the property.

9. Article X, Section 17. Water and Sewer Systems, is amended to add the following:

Lawn pumps, wells for lawn irrigation and irrigation systems may be installed on a lot after approval by the Architectural Review Board. The design of any pump house located on any lot must also be approved by the Architectural Review Board.



10. Article X. Use Restrictions, is amended to add the following section:

Section 21. Erosion Control. Each Owner shall provide an erosion control system to prevent soil erosion or sediment run-off from his lot onto any adjacent lot, waterway or roadway. Owner shall take whatever actions are necessary to prevent erosion including, but not limited to, silt fencing during construction if necessary. All erosion control plans shall be approved by the Architectural Review Board.

11. Article XI, Section 2. Easements and Setbacks, is amended to add the following provision at the end of the paragraph:

Each Owner is responsible for maintaining and landscaping the street right-of-way in the same manner as his lot, which landscaping plan must be approved by the Architectural Review Board. The right-of-way shall be maintained to give a ribbon effect appearance to the rights of way adjacent to all roads within the subdivision.

12. Article XI, Section 3. Easements and Setbacks, is amended as required by Horry County zoning ordinances to add side corner lot setbacks as follows:

The side setback from a corner lot shall be one and one-half (1½') times the normal side setback (i.e., custom lots shall have a fifteen (15') foot setback from the side of the lot abutting the street on a corner).

13. Article XI, Section 3. Easements and Setbacks, is further amended to add the following paragraph:

Owners of lots upon which utility boxes have been situated shall be required to plant shrubbery or flowering plants so as to screen the boxes from view. Plantings shall not interfere in any way with the operation or maintenance of the utility boxes.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the amendments to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by E. Carroll Rogers as President and John J. Mancino, as Secretary of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partner, has caused these

presents to be executed along with Owners representing fifty-one (51%) percent of the lots in the subdivision the 27th day of SEPTEMBER, 1990.

IN THE PRESENCE OF:

RIVER HILLS LIMITED  
PARTNERSHIP, A SOUTH CAROLINA  
LIMITED PARTNERSHIP

By: RIVER HILLS GOLF AND  
COUNTRY CLUB, INC. OF  
NORTH MYRTLE BEACH  
Its: General Partner

Paul L. Stuchlik

Paul L. Stuchlik

By:

E. J. Mancino  
Its: President

Attest:

Mary A. Thomas  
John J. Mancino  
Its: Secretary

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, as General Partner of River Hills Limited Partnership, a South Carolina Limited Partnership, by its president, E. Carroll Rogers, and its Secretary, John J. Mancino, Sign, Seal and as its Act and Deed deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.



SWORN to before me this 29

day of September, 1990.

Andrew H. Bellamy (L.S.)  
Notary Public for South Carolina

My Commission Expires: June 21, 1993

MINUTES OF ANNUAL MEETING OF THE RIVER HILLS GOLF  
AND COUNTRY CLUB PROPERTY OWNER'S ASSOCIATION, INC.,  
A SOUTH CAROLINA CORPORATION, HELD AT THE CLUB HOUSE AT  
RIVER HILLS GOLF AND COUNTRY CLUB IN NORTH MYRTLE BEACH,  
SOUTH CAROLINA ON SEPTEMBER 29, 1990

The River Hills Golf and Country Club Property Owner's Association, Inc. met on the 29th day of September, 1990 and approved the Amendment to the Declaration of Covenants and Restrictions for River Hills Golf and Country Club to which these Minutes of Annual Meeting are attached.

RIVER HILLS LIMITED  
PARTNERSHIP, A SOUTH CAROLINA  
LIMITED PARTNERSHIP

By: RIVER HILLS GOLF AND  
COUNTRY CLUB, INC. OF  
NORTH MYRTLE BEACH  
Its: General Partner

By: [Signature]  
John Mancino, Jr.  
Its: President

Number of Lots: 71  
Developer

Lot # 18 , Tract E (1)  
Lot # 11 , Tract F (1)  
Lot # 29 , Tract J (1)  
Lot # 16 , Tract C (1)  
Lot # 38 , Tract B (1)  
Lot # 5 , Tract G (1)  
Lot # 6 , Tract G (1)  
Lot # 36 , Tract C (1)  
Lot # 2 , Tract G (1)  
Lot # 1 , Tract G (1)  
Lot # 15 , Tract C (1)

MICHAEL FOWES BY [Signature] Standard  
JOHN GIVENS BY [Signature] Standard  
THOMAS GIVENS BY [Signature] Standard  
JAMES HENSON BY [Signature] Standard  
JOHN REYNOLDS BY [Signature] Standard  
F. DANIEL JACKSON BY [Signature] Standard  
" " " BY [Signature] Standard  
VAUGHN BOGLE BY [Signature] Standard  
" " " BY [Signature] Standard  
" " " BY [Signature] Standard  
R. LANCE ELLIOT BY [Signature] Standard

Lot # 12 , Tract K (1)  
 Lot # 14 , Tract K (1)  
 Lot # 9 , Tract E (1)  
 Lot # 7 , Tract J (1)  
 Lot # 30 , Tract C (1)  
 Lot # 33 , Tract B (1)  
 Lot # 13 , Tract K (1)  
 Lot # 18 , Tract J (1)  
 Lot # 2 , Tract F (1)  
 Lot # 12 , Tract C (1)  
 Lot # 12 , Tract D (1)  
 Lot # 4 , Tract E (1)  
 Lot # 12 , Tract E (1)  
 Lot # 8 , Tract F (1)  
 Lot # 20 , Tract D (1)  
 Lot # 10 , Tract D (1)  
 Lot # 11 , Tract K (1)  
 Lot # 24 , Tract D (1)  
 Lot # 8 , Tract B (1)  
 Lot # 9 , Tract D (1)  
 Lot # 7 , Tract F (1)

CHARLES RISHEL BY Tracy Stenlund  
CONRAD HODGER BY Tracy Stenlund  
DAVID MOUNTAIN BY Tracy Stenlund  
SUSAN KECEMER BY Tracy Stenlund  
WILLIAM WINGATE BY Tracy Stenlund  
WILLIAM WILSON BY Tracy Stenlund  
LENNART ASINIA BY Tracy Stenlund  
ROBERT PALMER BY Tracy Stenlund  
CHARLES LENCER BY Tracy Stenlund  
VICOR BACZENSKI BY Tracy Stenlund  
L.E. WILLIAMS, JR. BY Tracy Stenlund  
ERNE KUNTS BY Tracy Stenlund  
" " " BY Tracy Stenlund  
" " " BY Tracy Stenlund  
BELLE MCWISSE BY Tracy Stenlund  
FRANK DEVARE BY Tracy Stenlund  
TED SHAMMAN BY Tracy Stenlund  
JUL GRIFFIN BY Tracy Stenlund  
R.J. WHITFIELD BY Tracy Stenlund  
D.W. KELLOGG BY Tracy Stenlund  
SM KARRICH BY Tracy Stenlund



Lot # 11 , Tract E (1)  
 Lot # 21 , Tract C (1)  
 Lot # 15 , Tract D (1)  
 Lot # 6 , Tract A (1)  
 Lot # 4 , Tract F (1)  
 Lot # 2 , Tract L (1)  
 Lot # 10 , Tract C (1)  
 Lot # 31 , Tract B (1)  
 Lot # 14 , Tract D (1)  
 Lot # 7 , Tract E (1)  
 Lot # 10 , Tract O (1)  
 Lot # 11 , Tract J (1)  
 Lot # 1 , Tract L (1)  
 Lot # 14 , Tract I (1)  
 Lot # 14 , Tract O (1)  
 Lot # 9 , Tract G (1)  
 Lot # 7 , Tract A (1)  
 Lot # 6 , Tract H (1)  
 Lot # 5 , Tract L (1)  
 Lot # 16 , Tract D (1)  
 Lot # 5 , Tract H (1)

NEEL LINDHOLM BY RAY L. STANBROOK  
C. MARTIN BY RAY L. STANBROOK  
J. CICORIA " RAY L. STANBROOK  
J. F. WENZEL " RAY L. STANBROOK  
W. A. CHRISTENSEN " RAY L. STANBROOK  
HERBERT JONES " RAY L. STANBROOK  
JAMES COWARD " RAY L. STANBROOK  
A. DECRISTOFARO " RAY L. STANBROOK  
F. R. ZUPAN " RAY L. STANBROOK  
V. G. CALFAPETRA BY RAY L. STANBROOK  
J. T. O'NEILL BY RAY L. STANBROOK  
J. D. COFFIN " RAY L. STANBROOK  
WILLIAM PENNEY " RAY L. STANBROOK  
R. MATIOLA " RAY L. STANBROOK  
W. PETERSON " RAY L. STANBROOK  
RAY L. STANBROOK  
J. HUMMELSBACH BY RAY L. STANBROOK  
D. WHITTENDRE " RAY L. STANBROOK  
T. MITTON " RAY L. STANBROOK  
K. LEANOR " RAY L. STANBROOK  
C. FLOYD " RAY L. STANBROOK

Lot # 19 , Tract D (1)  
 Lot # 16 , Tract E (1)  
 Lot # 13 , Tract I (1)  
 Lot # 17 , Tract J (1)  
 Lot # 19 , Tract J (1)  
 Lot # 20 , Tract J (1)  
 Lot # 21 , Tract J (1)  
 Lot # 22 , Tract J (1)  
 Lot # 25 , Tract J (1)  
 Lot # 3 , Tract K (1)  
 Lot # 4 , Tract K (1)  
 Lot # 7 , Tract K (1)  
 Lot # 8 , Tract K (1)  
 Lot # 1 , Tract O (1)  
 Lot # 2 , Tract O (1)  
 Lot # 3 , Tract O (1)  
 Lot # 4 , Tract O (1)  
 Lot # 5 , Tract O (1)  
 Lot # 6 , Tract O (1)  
 Lot # 7 , Tract O (1)  
 Lot # 8 , Tract O (1)

G. BELL BY High Standard  
 P. DAVIS " High Standard  
 D. CLAY " High Standard  
 C.W. BELLAMY BY High Standard  
 LEONARD DENDY BY High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 G. RICHARDSON BY High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard  
 " " " High Standard

Lot # 11 , Tract D (1)  
 Lot # 12 , Tract D (1)  
 Lot # 13 , Tract D (1)  
 Lot # 15 , Tract D (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)  
 Lot # \_\_\_\_\_, Tract \_\_\_\_\_ (1)

G. Harrison By John Stenlund  
 " " John Stenlund  
 " " John Stenlund  
 " " John Stenlund

PROXIES TOTALED 78, FOR A GRAND TOTAL OF 149 INCLUDING DEVELOPER LOTS.  
 THIS REPRESENTED 56% OF TOTAL LOTS.

There being no further business the meeting was adjourned.

John Stenlund  
 John Stenlund, President

ATTESTED BY:

Harry A. Thomas  
 Harry A. Thomas, Secretary

1001341446  
HORRY COUNTY ASSESSOR

FILED  
HORRY COUNTY, S.C.

139797

NEW PARCEL 118-00-04-161

1991 JAN 17 PM 1:36

SPLIT FROM 118-00-04-025

Map Blk Parcel 118-00-04-025 R.M.C.

gl

FIFTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1 - 66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

R.H. Golf Course Limited Partnership and each being Wherefore, /River Hills Limited Partnership, /a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "GRANTOR"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1 - 66, records of Horry County pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in Little River Township, Horry County, South Carolina, and being more particularly described as 9.668± acres, Block P, as shown upon a plat prepared for Mancino-White Development, Inc. by Atlantic Land Surveying Co., Inc. dated January 3, 1991, and recorded January 7, 1991, in Plat Book 112 at Page 183, in the Office of the RMC for Horry County, South Carolina.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tract to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subjected to the said Declaration of Restrictions and Protective Covenants.

INITIALS  
1446  
PAGE 024  
INITIALS  
INITIALS  
24

1

IN WITNESS WHEREOF, R. H. Golf Course Limited Partnership and River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed this 11th day of January, 1991.

Signed, Sealed and Delivered  
In the Presence of:

Michael Barnett  
John J. Mancino

RIVER HILLS LIMITED PARTNERSHIP,  
A South Carolina Limited  
Partnership

By: River Hills Golf and  
Country Club, Inc. of  
North Myrtle Beach,  
General Partner

By: E. Carroll Rogers  
E. Carroll Rogers, President

Attest: John J. Mancino  
John J. Mancino, Secretary

R. H. GOLF COURSE LIMITED PARTNERSHIP

By: River Hills Golf & Country Club, Inc.  
of North Myrtle Beach, General Partner

Michael Barnett  
John J. Mancino

By: E. Carroll Rogers  
E. Carroll Rogers, President

By: Hank Thomas  
Hank Thomas, Secretary/Treasurer



5

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named River Hills Limited Partnership, a South Carolina Limited Partnership, by River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, by and through its authorized officer(s) as its Act and Deed deliver the within written FIFTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB; and that s/he with the other witness subscribed above, witnessed the execution thereof and saw the Corporate Seal thereto affixed.



SWORN to before me this

11<sup>th</sup> day of January, 1991.

Michael Barnett (L.S.)  
Notary Public for South Carolina

My Commission Expires: 4-24-94

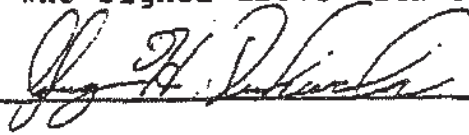
BOOK 1446 PAGE 026

STATE OF SOUTH CAROLINA

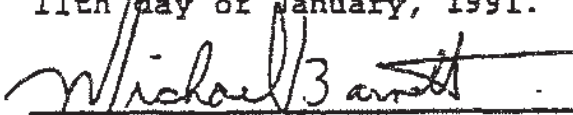
COUNTY OF HORRY

PROBATE

PERSONALLY APPEARED before me the undersigned witness, who upon being duly sworn states that (s)he saw the within named R. H. Golf Course Limited Partnership by River Hills Golf & Country Club, Inc. of North Myrtle Beach, by and through its authorized officers sign, seal and as its act and deed deliver the within written FIFTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, and that (s)he with the other witness who signed above witnessed the execution thereof.



Sworn to before me this  
11th day of January, 1991.



Notary Public for South Carolina

My Commission Expires: 4-28-94

BOOK 1446 PAGE 027

NOTARY PUBLIC

91 JUL 11 PM 4:49



R.M.C.

FIFTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, in DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as Lots 1 through 11 (inclusive) of Block Q, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership by Atlantic Land Surveying Co., Inc., dated April 12, 1991 and recorded May 31 1991 in Plat Book 115 at page 108, records of Horry County.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

db 1481 121

1481-181

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed the 11th day of June, 1991.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

BY: Harry A. Thomas (LS)  
Harry A. Thomas as Vice President

ATTEST: John J. Mancino (LS)  
John J. Mancino as Secretary

[Signature]  
Kris Siger

STATE OF SOUTH CAROLINA )  
COUNTY OF Horry )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
11 day of June, 1991.

Audrey A. Bellamy (LS)  
Notary Public for SC  
My commission expires: 6/31/93

[Signature]

✓ 1011 131 181 4516 6  
RERECORDED TO CORRECT DUPLICATE  
AMENDMENT NUMBER.

FILED  
HORRY COUNTY

91 JUL 11 AM 4:49

91 AUG 22 AM 10:29

SIXTEENTH

SIXTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of submitting additional tracts or lots of land to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

Wherefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as Lots 1 through 11 (inclusive) of Block Q, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership by Atlantic Land Surveying Co., Inc., dated April 12, 1991 and recorded May 31 1991 in Plat Book 115 at page 108, records of Horry County.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

HORRY COUNTY ASSESSOR

NEW PARCEL 118-24-01-114 thru 124

SPLIT FROM 118-00-04-025  
Map Blk Parcel

1481 181

1489-458

7-12-91

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, has caused these presents to be executed the 11th day of June, 1991.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

BY: Harry A. Thomas (LS)  
Harry A. Thomas as Vice President

ATTEST: John J. Mancino (LS)  
John J. Mancino as Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
11 day of June, 1991.

Dudley A. Beckman (LS)  
Notary Public for SC  
My commission expires: 6/31/93

1481 PAGE 182



COPY

HORRY COUNTY, S.C.  
FILED

SEVENTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED ON MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

Pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, River Hills Limited Partnership, a South Carolina Limited Partnership, herein and hereby amends the said Declaration and related documents as set out herein for the purpose of correcting the legal description of certain lots of land and submitting the lots with the revised legal descriptions to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club.

WHEREAS, Lots 2 - 20 (inclusive), Block I of River Hills Golf and Country Club as described on a map by Atlantic Land Surveying, Inc., dated April 7, 1988, and recorded April 15, 1988 in Plat Book 99 at page 299, in the office of the RMC for Horry County, were submitted to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club by document dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at pages 1-66, records of Horry County; and

WHEREAS, Lots 1 through 37 (inclusive) of Block C of River Hills Golf and Country Club as described on a plat prepared by Atlantic Land Surveying, Inc., dated April 7, 1988, and recorded April 15, 1988 in Plat Book 99 at page 230, office of the RMC for Horry County, were submitted to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club by document dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at pages 1-66, records of Horry County; and

WHEREAS, Lots 38, 39, 40, 41 and 42 of Block C of River Hills Golf and Country Club as described on a plat prepared by Atlantic Land Surveying, Inc., dated April 7, 1988, revised January 31, 1989, and recorded July 24, 1989 in Plat Book 105 at page 151, office of the RMC for Horry County, were submitted to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club by Eighth Amendment dated July 17, 1989 and recorded July 26, 1989 in Deed Book 1327 at page 555, records of Horry County; and

WHEREAS, it has become necessary to revise the dimensions of Lots 18, 19 and 20 of Block I and Lots 37, 38 and 39 of Block C, and

WHEREAS, Lots 19 and 20 of Block I and Lots 37, 38 and 39 of Block C are owned by the Grantor herein, River Hills Limited Partnership, a South Carolina Limited Partnership and Lot 18 of Block I is owned by River Hills Foursome, a South Carolina General Partnership, which joins in and consents to the revisions described below; and

WHEREAS, From this date forward the legal description of Lots 18, 19 and 20, Block I and Lots 37, 38 and 39, Block C shall be as described below;

Now therefore, River Hills Limited Partnership, a South Carolina Limited Partnership, having its principal office at North Myrtle Beach, Horry County, South Carolina, (hereinafter referred to as the "grantor"), as the owner of Lots 19 and 20, Block I and Lots 37, 38 and 39, Block C, River Hills, and River Hills Foursome, a South Carolina General Partnership, the owner of Lot 18, Block I River Hills do hereby make,

alb 1486 343

28  
declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, and recorded May 13, 1988, in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as Lots 18, 19 and 20 of Block I, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership by Atlantic Land Surveying Co., Inc., dated April 7, 1988, and finally revised July 23, 1991, and recorded July 30, 1991, in Plat Book 116 at page 031, records of Horry County.

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid and being more particularly shown and designated as Lots 38 and 39 of Block C, as shown upon a Plat prepared for River Hills Limited Partnership, a South Carolina Limited Partnership by Atlantic Land Surveying Co., Inc., dated April 7, 1988, and finally revised May 21, 1991, and recorded May 22, 1991, in Plat Book 115 at page 065, records of Horry County.

GENERALLY: The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina Limited Partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its General Partner, and River Hills Foursome, a South Carolina General Partnership by its Partner have caused these presents to be executed the 5th day of August, 1991.

In the presence of:

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC. OF NORTH MYRTLE BEACH,  
as General Partner

BY: [Signature] (LS)  
Harry A. Thomas as Vice President

ATTEST: [Signature] (LS)  
John J. Mancino as Secretary

RIVER HILLS FOURSOME,  
a South Carolina General Partnership

BY: [Signature] (LS)  
W. Vaughn Stansland, Partner

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
5th day of August, 1991.

Notary Public for SC

My commission expires:

(LS)

5/17/95

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named W. Vaughn Stanaland, as Partner of River Hills Foursome, a South Carolina General Partnership, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
5th day of August, 1991.

Notary Public for SC

My commission expires:

(LS)

5/17/95

*Horii A. Kopp*

STATE OF SOUTH CAROLINA)  
COUNTY OF HORRY )

AMENDMENT TO MASTER DEED

170394

Deed Bb 1614  
B 77

FILED

(NC) EIGHTEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

WHEREAS, Article III, Section 1 of the Declaration of Restrictions provides that River Hills Limited Partnership, a South Carolina Limited Partnership, its successors and assigns, may subject any property described therein in Exhibit "B" to the provisions of the said Restrictions;

WHEREAS, Piver Hills Limited Partnership, a South Carolina Limited Partnership conveyed a tract of land containing 2.73 acres, more or less, to Sundance Development Corporation by Deed dated June 24, 1992 and recorded in Deed Book 1552 at Page 429, Horry County, RMC.

WHEREAS, Sundance Development Corporation desires to amend the Restrictions to submit the property described hereinbelow to the Declaration of Restrictions dated March 21, 1988 and recorded on May 13, 1988, in Deed Book 1218 at Page 1-66, records of Horry County.

NOW THEREFORE, pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988 in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, Sundance Development Corporation, having its principal office in Little River, South Carolina, (hereinafter referred to as "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988 and recorded May 13, 1988 in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

Article II of said Declaration is hereby amended to add the following described property:

ALL AND SINGULAR, that certain piece, parcel or tract of land situated, lying and being in Little River Township, Horry County, South Carolina, to be known as Block R of The Homes of River Bluff, containing 2.73 acres more or less, and described as Tract S-3 on that certain Plat by Atlantic Land Surveying, Joel. F. Floyd, R.L.S. dated 6/23/92 and recorded in the RMC for Horry County, SC in Plat Book 120 at Page 106.

GENERALLY, the said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above-referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously

1614 PAGE 077



described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

River Hills Limited Partnership, a South Carolina Limited Partnership, as Grantor as defined in the aforesaid Declaration hereby acknowledges, joins in and consents to the Amendment of Declaration as set forth herein.

IN WITNESS WHEREOF, Sundance Development Corporation, a South Carolina Corporation, by and through Oliver L. LaBonge as President and Richard M. White as Secretary, has caused these presents to be executed the 15th day of February, 1993 and BENJY HARDEE as President and HARRY A. THOMAS as Secretary, of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partner of River Hills Limited Partnership, a South Carolina Limited Partnership, have consented thereto.

IN THE PRESENCE OF:

SUNDANCE DEVELOPMENT CORPORATION

Billeri S. Dutton  
Margaret M. Moloney

BY

ATTEST:

ACKNOWLEDGED BY;

RIVER HILLS LIMITED PARTNERSHIP,  
a South Carolina Limited Partnership

BY: RIVER HILLS GOLF AND COUNTRY CLUB,  
INC., OF NORTH MYRTLE BEACH, as  
General Partner

Billeri S. Dutton  
Margaret M. Moloney

By:

BENJY HARDEE, PRESIDENT

Attest:

HARRY A THOMAS, SECRETARY

1614 078

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within-named duly authorized officers of River Hills Golf and Country Club, Inc. of North Myrtle Beach, General Partners of River Hills Limited Partnership, a South Carolina Limited Partnership; and also saw the within-named duly authorized officers of Sundance Development Corporation, a South Carolina Corporation, sign, seal and as its act and deed, deliver the within written instrument and that s/he together with the other witness subscribed below, witnessed the execution thereof.

SWORN to before me this  
15th day of February, 1993.

Margaret M. Maloney (LS)  
Notary Public for SC  
My commission expires: 8/28/2000

Billie S. Zetter



301101

FILED  
STATE OF SOUTH CAROLINA ) NINETEENTH AMENDMENT TO DECLARATION  
COUNTY OF HORRY ) OF RESTRICTIONS AND PROTECTIVE  
98 DEC -3 PM 1:31 ) COVENANTS FOR RIVER HILLS GOLF AND  
COUNTY OF HORRY ) COUNTRY CLUB  
R.M.C.

WHEREAS, River Hills Limited Partnership (hereinafter referred to as "Partnership") previously owned certain property generally described as Block U of River Hills Golf and Country Club, which property was transferred to Bayside Construction which subsequently transferred the property to Woodberry Court, L.L.C., which is the current owner of said property; and

WHEREAS, the Partnership and Woodberry Court have caused to be filed at the R.M.C. Office for Horry County, an Assignment of Certain Declarant Rights as will more particularly appear by reference to Deed Book 1971 at Page 979, recorded September 5, 1997, wherein certain Declarant rights are assigned from the Partnership to Woodberry Court; and

WHEREAS, the Partnership and Woodberry Court, by prior acts, have caused to be annexed Block U to River Hills Golf and Country Club so that such property is subject to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, dated March 21, 1988 and recorded May 13, 1988, in Deed Book 1218 at Page 001, as amended from time to time (hereinafter referred to as "Declaration"); and

WHEREAS, the Amendment annexing Block U does not appear of record; and

Law Offices of  
PATRICK, CHANDLER &  
CAMPBELL, L.L.C.  
P. O. Box 15689  
Surfside Beach,  
S.C. 29587

HORRY COUNTY ASSESSOR

118-26-01-017 Thru 039

Map

Blk

Parcel

12-4-98 *ju*

WHEREAS, the Partnership and Woodberry Court, with the consent of River Hills Property Owners' Association, Inc. (hereinafter referred to as the "Association") do desire to evidence annexation of the aforesaid property, effective as of May 9, 1996, by the filing of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned parties agree:

1. That Article II of said Declaration is hereby amended to add the following described property:

ALL AND SINGULAR, those certain pieces, parcels or lots of land situate, lying and being in Little River Township, in the County and State aforesaid and being more particularly shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 & 22 on a map or plat prepared by Atlantic Land Surveying Co., Inc., Joel F. Floyd, R.L.S., dated June 12, 1994, revised July 26, 1995, and recorded on December 22, 1995, in Plat Book 137 at Page 187, in the Register of Mesne Conveyance for Horry County, South Carolina, together with such rights and easements as are set out in that certain Declaration of Restrictions and Protective Covenants for River Hills dated March 21, 1988, and recorded in Deed Book 1218 at Page 001, records of Horry County, together with all Supplemental Declarations and Amendments thereto.

2. The said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above referenced tract to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all the properties previously described in Article II of said Declaration, as amended, together with the properties described herein shall

be subject to said Declaration of Restrictions and Protective Covenants.

3. For the purposes of clarifying Article XIX (Declarant's Rights) the undersigned parties have agreed and do hereby evidence their understanding and agreement, that the Partnership (Declarant) may not assign any of its rights and obligations as Declarant to any person or entity who or which is purchasing and/or developing less than twenty (20) contiguous lots.

4. By way of further clarification of Article XIX of the Declaration, the undersigned parties do further agree that all lot development and construction shall be in accordance with the Architectural Review Board Manual and that Woodberry Court, as the Developer of Block U, shall be responsible for paying to the Association: (a) Architectural Review Board fees; (b) road impact fees; (c) capital contribution fees; and (d) compliance with all ordinary requirements for appropriate construction bonds; however, no general assessments shall be due in the future as long as Woodberry Court elects deficit funding until the particular lot in question is sold by Woodberry Court, or the Declarant's rights otherwise cease therein. Nothing contained herein shall be construed as to require the Association to refund any monies already paid by Partnership or Woodberry Court, L.L.C. towards assessments.

5. The parties further agree that the side setback lines for the Block U lots and all future patio lots shall be a five foot (5') setback on each side.

IN WITNESS WHEREOF, River Hills Limited Partnership, a South Carolina limited partnership, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its general partner, and Woodberry Court, L.L.C., by its managing member, Harry A. Thomas, and River Hills Property Owners' Association, Inc. by its Secretary, William B. Wilson, have caused these presents to be executed this 17<sup>th</sup> day of August, 1998.

WITNESSES:

RIVER HILLS LIMITED PARTNERSHIP,  
A SOUTH CAROLINA LIMITED PARTNERSHIP

Jonica J. Barnett  
Trina D. Ward

By: Benny Hardie  
River Hills Golf and Country Club,  
Inc. of North Myrtle Beach  
Its general partner

WOODBERRY COURT, L.L.C.

Jonica J. Barnett  
Trina D. Ward

By: A. Thomas  
Harry A. Thomas  
Its Managing Member

RIVER HILLS PROPERTY OWNERS'  
ASSOCIATION, INC.

Ketti C Hanna  
[Signature]

By: William B. Wilson  
William B. Wilson  
Its Secretary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me one of the above signed witnesses and after being duly sworn deposes that s/he saw the within named RIVER HILLS LIMITED PARTNERSHIP, A SOUTH CAROLINA LIMITED PARTNERSHIP, by and through River Hills Golf and Country Club, Inc. of North Myrtle Beach, its general partner, as its act and deed sign, seal and deliver the within written NINETEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, and that s/he with the below signed Notary Public witnessed the execution thereof.

Donna J. Barnett  
Witness

Sworn to before me this  
17th day of August, 1998.

James C. White III  
Notary Public for South Carolina  
My Commission Expires: 3/12/2004

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me one of the above signed witnesses and after being duly sworn deposes that s/he saw the within named WOODBERRY COURT, L.L.C., by Harry A. Thomas, its managing agent, as its act and deed sign, seal and deliver the within written NINETEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, and that s/he with the below signed Notary Public witnessed the execution thereof.

Donna J. Barnett  
Witness

Sworn to before me this 17th  
day of August, 1998.

James C. White III  
Notary Public for South Carolina  
My Commission Expires: 3/12/2004



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me one of the above signed witnesses and after being duly sworn deposes that s/he saw the within named RIVER HILLS PROPERTY OWNERS' ASSOCIATION, INC. by William B. Wilson, its Secretary, as its act and deed sign, seal and deliver the within written NINETEENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, and that s/he with the below signed Notary Public witnessed the execution thereof.

Ketti C Hanna  
Witness

Sworn to before me this 2nd  
day of December 1998.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 09/30/2008

HORRY COUNTY ASSESSOR  
118-32-01 -001 thru 030

3/28/2

Map Blk Parcel 4-27-79 J

STATE OF SOUTH CAROLINA )

FILED  
HORRY COUNTY, S.C.

COUNTY OF HORRY )

99 APR 26 PM 1:16

R.M.C.  
TWENTIETH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER HILLS GOLF AND COUNTRY CLUB, SAID DECLARATION BEING DATED MARCH 21, 1988, AND RECORDED MAY 13, 1988, IN DEED BOOK 1218 AT PAGES 1-66, RECORDS OF HORRY COUNTY, SOUTH CAROLINA.

WHEREAS, Article III, Section 1. of the Declaration of Restrictions provides that River Hills Limited Partnership, a South Carolina Limited Partnership, its successors and assigns, may subject any property described therein in Exhibit "B" to the provisions of the said Restrictions;

WHEREAS, River Hills Limited Partnership, a South Carolina Limited Partnership conveyed a tract of land containing 6.66 acres, more or less, to Colonial Charters Development, Inc., by Deed recorded in Deed Book 1963 at Page 1415, Horry County, RMC.

WHEREAS, Colonial Charters Development, Inc., desires to amend the Restrictions to submit the property described hereinbelow to the Declaration of Restrictions dated March 21, 1988 and recorded on May 13, 1988, in Deed Book 1218 at Page 1-66, records of Horry County.

NOW THEREFORE, pursuant to the terms and conditions of the aforesaid Declaration and related documents recorded on May 13, 1988 in Deed Book 1218 at Pages 1-66, records of Horry County, South Carolina, Colonial Charters Development, Inc., having its principal office in Horry County, South Carolina, (hereinafter referred to as "grantor"), as the sole owner of the land hereinafter described, does hereby make, declare and submit the land described herein, including all easements, rights and appurtenances thereto belonging, to the Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988 and recorded May 13, 1988 in Deed Book 1218 at Pages 1-66, records of Horry County, pursuant to the provisions of Article III of said Declaration.

BOOK 2138 PAGE 1272

1272

Article II of said Declaration is hereby amended to add the following described property:

ALL AND SINGULAR, that certain piece, parcel or tract of land situate, lying and being in Little River Township, Horry County, South Carolina, described as Parcel S-5 on a map prepared by Atlantic Land Surveying, Inc., Joel F. Floyd R.L.S., dated February 28, 1992 as revised April 10, 1992, and recorded May 8, 1992 in Plat Book 119 at page 202, in the records of Horry County. Also shown on that Plat of River Run Subdivision, containing 6.66 acres, more or less, and described as River Run Subdivision on that certain Plat by Atlantic Land Surveying, Joel F. Floyd, R.L.S., dated September 1998 and recorded in the RMC for Horry County, SC, on April 12, 1999, in Plat Book 161 at Page 213.

Derivation: Deed from River Hills Limited Partnership to Colonial Charters Development, Inc., recorded August 11, 1998 in Deed Book 1963 at page 1415.

GENERALLY, the said Declaration is further amended in all particulars, generalities and references so as to reflect and include the submission of the above-referenced tracts to the Declaration of Restrictions and Protective Covenants of River Hills Golf and Country Club, so that all of the properties previously described in Article II of said Declaration, together with the properties described herein shall be subject to said Declaration of Restrictions and Protective Covenants.

River Hills Property Owners' Association, Inc., as Successor Declarant as defined in the aforesaid Declaration hereby acknowledges, joins in and consents to the Amendment of Declaration as set forth herein.

IN WITNESS WHEREOF, Colonial Charters Development, Inc., a South Carolina Corporation, by and through its duly authorized officer, has caused these presents to be executed the 22nd day of April, 1999 and George J. AUTH as President, of River Hills Property Owners' Association, Inc., have consented thereto.

IN THE PRESENCE OF:

Golden Baybato  
Golden Baybato

COLONIAL CHARTERS DEVELOPMENT, INC.

BY: [Signature]

ATTEST: ITS PRESIDENT

RIVER HILLS PROPERTY OWNERS  
ASSOCIATION, INC.

BY: [Signature]

ITS PRESIDENT

THE STATE OF SOUTH CAROLINA     )  
COUNTY OF HORRY                     )

PROBATE

PERSONALLY appeared before me Goldie Barbato and made oath that she saw the within-named Jeff Tuton, President of COLONIAL CHARTERS DEVELOPMENT, INC., sign, seal, and as their Act and Deed, deliver the within-written AMENDMENT OF DECLARATIONS; and that she with John L. Martini, Jr. witnessed the execution thereof.

SWORN to before me this 22ND day of April, AD, 1999.

Goldie Barbato  
(Witness #1)

(SEAL)  
Notary Public for SOUTH CAROLINA  
My Commission Expires: 3-27-2007

THE STATE OF SOUTH CAROLINA     )  
COUNTY OF HORRY                     )

PROBATE

PERSONALLY appeared before me Goldie Barbato and made oath that she saw the within-named George J. Auth, President of RIVER HILLS PROPERTY OWNERS ASSOCIATION, INC. sign, seal, and as their Act and Deed, deliver the within-written AMENDMENT OF DECLARATIONS; and that she with John L. Martini, Jr. witnessed the execution thereof.

SWORN to before me this 22ND day of April, AD, 1999.

Goldie Barbato  
(Witness #1)

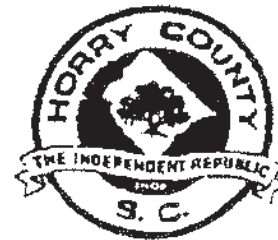
(SEAL)  
Notary Public for SOUTH CAROLINA  
My Commission Expires: 3-27-2007

BOOK 2138 PAGE 1275

1275



REGISTER OF DEEDS  
1316 FIRST AVENUE  
PO BOX 470  
CONWAY, SC 29528



**COURTESY NOTIFICATION**  
**FROM THE INDEXING DEPARTMENT**

TO WHOM IT MAY CONCERN:

Please be advised that the attached instrument was recorded with the discrepancies checked below.

- ( ) Two witnesses to the execution are required.
- ( ) The affidavit of the subscribing witness must conform to requirements.
- ( ) The acknowledgement section incorrect / incomplete.
- ( ) The probate section incorrect / incomplete.
- ( ) Probate / acknowledgement section not on document.
- ( ) An affidavit of consideration must be submitted.
- ( ) Not an original document.
- ( ) Not original signatures.
- ( ) Wrong county.
- ( ) Grantees/mortgagees address was omitted.
- ( ) Mortgage derivation needs to be on the document (book and page).
- ( ) Document must have a proper derivation clause (book and page).
- ( ) Assignment must refer to the original mortgage (book and page).
- ( ) Assignment has an incorrect book and page.
- ( ) Need the notaries date of commission.
- ( ) Property description was omitted.

(X) Other: *This document can only be indexed as one be indexed as twenty first amendment. This is two documents into one, since the Restrictions and By-Laws were filed as separate documents and not as a single document.*

Date: 4/24/01

Signature of clerk: Bernice Willard

Telephone #

: 843-248-1279

**THIS INSTRUMENT SHOULD BE RE-RECORDED WITH THE PROPER CORRECTIONS. PLEASE RE-SUBMIT WITH THE PROPER FILING FEE.**

BOOK 2363

PAGE 139-A

725310

FILED  
STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
2001 APR 16 AM 9:14 )  
R.M.C.

TWENTY-FIRST AMENDMENT TO DECLARATION  
OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR RIVER HILLS GOLF AND COUNTRY CLUB,  
AND FIRST AMENDMENT TO BY-LAWS OF RIVER  
HILLS PROPERTY OWNERS ASSOCIATION, INC.

This Twenty-First Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, and First Amendment to By-Laws of River Hills Property Owners Association, Inc., executed this 10 day of APRIL, 2001.

**WHEREAS**, On May 13, 1988, the Declarant recorded its Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, in Deed Book 1218 at page 001, records of Horry County, as amended (the "Declaration"); and

**WHEREAS**, the River Hills Property Owners Association, Inc. filed its By-Laws of River Hills Property Owners Association, Inc. dated March 21, 1988, in Deed Book 1218 at page 048, records of Horry County (the "By-Laws"); and

**WHEREAS**, ARTICLE XVI, Section 2 of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of not less than 51% of the lots; in duly held meetings on September 23, 1995, September 28, 1996 and September 23, 2000, with a quorum present, Fifty-One (51%) percent of the Owners voted to amend the said Declaration; and

**WHEREAS**, ARTICLE VI, Section 6 of the By-Laws provides that the By-Laws may be amended by the affirmative vote of voting members of not less than 75% of the total votes of the Association; in duly held meeting on September 23, 2000, with a quorum present, Seventy-Five (75%) percent of the voting members of the Association voted to amend the said By-Laws;

**NOW, THEREFORE**, for and in consideration of the above premises, and in accordance with ARTICLE XVI, Section 2 of the Declaration and ARTICLE VI, Section 6 of the By-Laws, the Owners hereby amend the Declaration and By-Laws as follows:

**DECLARATION**

1. ARTICLE VIII, Section 3, Capital Improvements, is amended to delete the last sentence therein in its entirety and to replace it with the following sentence:

The Board of Directors may, in emergency situations, levy a special assessment not to exceed the amount of the current annual assessment per lot. This authorization can be exercised once during a fiscal year.

2. ARTICLE VIII, Section 11, Effect on Declarant, is deleted in its entirety.

FILED  
COUNTY OF HORRY )  
2001 APR 16 AM 9:14 )  
R.M.C.

DEED  
2363 0139

139 K

3. ARTICLE IX. Architectural Review, is amended to delete the second sentence of the fourth paragraph in its entirety and to replace it with the following sentence:

Appeals petitions must be legibly written, state the grounds for appeal and be submitted to the Board of Directors within ten (10) days of receipt of notice of the decision of the Architectural Review Board.

4. ARTICLE X, Section 1. Land Use, is amended to insert the following sentences between the second and third sentences of the section:

Other developers may request authority to operate similar facilities from the Board of Directors by submitting a request through the Architectural Review Board. The request will include a complete outline of the proposed operation, hours and days of operation, staffing, facility(s) to be used, specific descriptions of any signs or other advertising devices to be used including size, number, locations and length of display period.

5. ARTICLE X, Section 3. Pets, is amended to delete the third sentence in its entirety and to replace it with the following sentence:

Pets must be on a leash, under the Owner's immediate control, confined or carried when the pet is not on the Owner's Property.

Further, the same section is amended to delete its last two sentences in their entirety and to replace them with the following sentences:

A pet not on a leash, confined or carried and off the Owner's property shall be deemed a nuisance. Failure to dispose of the waste material from a pet shall be deemed a nuisance.

6. ARTICLE X, Section 8. Recreational Vehicles, Boats and Trailers, is amended to delete the first sentence in its entirety and to replace it with the following sentence:

No campers, trucks, recreational vehicles, trailers, boats, motorbikes, motorcycles or tractors may be parked or kept within the Properties for more than 24 hours unless parked within an enclosed garage or within area(s) designated for such use by the Association and subject to the rules of the Association. Campers, recreational vehicles, or boats may be kept within the properties for not more than two (2) twenty-four hour periods per month.

7. ARTICLE X, Section 9. Signs, (as amended by the fourteenth amendment to the Declaration), is amended to add the following sentence:

The placement of security signs is allowed as long as they are placed in an inconspicuous, functional location. Approval of the location must be given by the Architectural Review Board.

8. ARTICLE X, Section 12. Antennas and Satellite Dishes, is amended to add the following sentence:

Small (18 inches or less) satellite dishes are allowed, however, prior to installation an alteration request must be submitted to the Architectural Review Board for review and approval.

9. ARTICLE X, Section 16. Parking is amended to add the following sentence:

On-street parking is prohibited between 2 a.m. and 6 a.m.

10. ARTICLE X, USE RESTRICTIONS is amended to add the following section:

Section 22. Firearms. The discharging of firearms, of any kind, is strictly prohibited within River Hills. Violations which are against state law will subject the violators to POA fines and prosecution by Horry County Police.

11. ARTICLE X, USE RESTRICTIONS is amended to add the following section:

Section 23. Speeding. Strict adherence to the posted 25 MPH speed limit will be enforced within River Hills. Violators will be subject to tickets and POA fines.

12. ARTICLE X, USE RESTRICTIONS is amended to add the following section:

Section 24. Outdoor Decorations. The exhibition of patriotism is encouraged. The American Flag may be flown at any time in a manner appropriate to its display. Only one additional symbolic, special event, or seasonal flag, banner or windsock may be displayed in addition to the American Flag. Any outdoor decorative items must be appropriate to the season, removed promptly upon passing of the season or event, be kept in good repair and be in keeping with the aesthetic of River Hills as determined by the Board of Directors of the Association.

13. ARTICLE XI, Easements and Setbacks is amended to add the following section:

Section 4. Limited Maintenance Easement. There shall be reserved a three foot (3') easement on the adjoining Lot between the Patio Home and the parallel Lot boundary line for the use and enjoyment of the adjacent Lot Owner, only as hereinafter provided. Said three foot (3') easement area may be used by the adjacent Lot Owner only for the planting and care of shrubbery and other landscaping providing the same does not interfere with the structural integrity of the Patio Home. The use of said easement area by an adjoining Lot Owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the three foot (3') easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance or repair of the Patio Home, shall be repaired at the expense of the adjoining Lot Owner causing such damage.

14. All other terms and conditions of the Declaration described above shall remain unchanged.

#### **BY-LAWS**

1. ARTICLE III, Section 5. Nominations of Directors is amended to delete the sentence "Nominations shall be permitted from the floor."

2. All other terms and conditions of the By-Laws described above shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the date and year first above written.

Witnesses:

**River Hills Property Owners  
Association, Inc.**

James R. Davis  
Wendy M. Siefert

By: [Signature]

Its President

James R. Davis  
Wendy M. Siefert

By: [Signature]

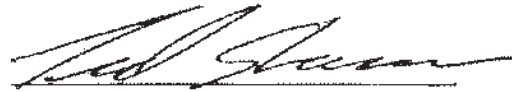
Its Secretary

STATE OF SOUTH CAROLINA )

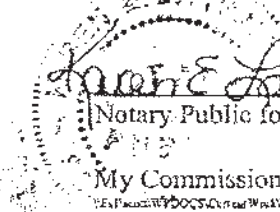
COUNTY OF HORRY )

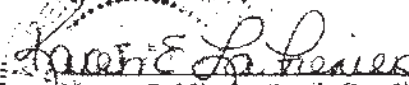
PROBATE

Personally appeared before me the undersigned witness and made oath the s/he saw the within named River Hills Property Owners Association, Inc., by and through its proper officers, sign, seal and deliver the within written Twenty-First Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, and First Amendment to By-Laws of River Hills Property Owners Association, Inc., and that s/he with the other witness whose signature appears above witnessed the execution thereof.



SWORN to and subscribed before me this  
10 day of April, 2001.



  
Notary Public for South Carolina

My Commission Expires:

My Commission Expires 2/15/11



734270

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

FIRST AMENDMENT TO BY-LAWS OF RIVER HILLS  
PROPERTY OWNERS ASSOCIATION, INC.  
HORRY COUNTY

2001 AUG 22 PM 4:00

This First Amendment to By-Laws of River Hills Property Owners Association, Inc., executed this 31 day of May, 2001. R.M.C.

WHEREAS, the River Hills Property Owners Association, Inc. filed its By-Laws of River Hills Property Owners Association, Inc. dated March 21, 1988, in Deed Book 1218 at page 048, records of Horry County (the "By-Laws"); and

WHEREAS, ARTICLE VI, Section 6 of the By-Laws provides that the By-Laws may be amended by the affirmative vote of voting members of not less than 75% of the total votes of the Association; in duly held meeting on September 23, 2000, with a quorum present, Seventy-Five (75%) percent of the voting members of the Association voted to amend the said By-Laws.

NOW, THEREFORE, for and in consideration of the above premises, and in accordance with ARTICLE VI, Section 6 of the By-Laws, the Declaration and By-Laws are amended as follows:

1. ARTICLE III, Section 5. Nominations of Directors is amended to delete the sentence "Nominations shall be permitted from the floor."
2. All other terms and conditions of the By-Laws described above shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the date and year first above written.

Witnesses:

Tracey Forester  
Wendy Saput  
Tracey Forester  
Wendy Saput

River Hills Property Owners  
Association, Inc.

By: [Signature]  
Its President

By: [Signature]  
Its Secretary

DEED  
2401 0246

246<sup>W</sup>

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PROBATE

Personally appeared before me the undersigned witness and made oath the s/he saw the within named River Hills Property Owners Association, Inc., by and through its proper officers, sign, seal and deliver the within written First Amendment to By-Laws of River Hills Property Owners Association, Inc., and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Wendy M. Seifert

SWORN to and subscribed before me this

31 day of MAY, 2001.

Karen E. Henrich

Notary Public for South Carolina

My Commission Expires ~~My~~ My Commission Expires 2/15/11

\\fs001\WFO\CS\Current\Work\8\wffills\Amend: By-Laws.wpd

734270

FILED  
STATE OF SOUTH CAROLINA )  
COUNTY OF Horry )  
2001 AUG 22 PM 3:59  
TWENTY-FIRST AMENDMENT TO DECLARATION  
OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR RIVER HILLS GOLF AND COUNTRY CLUB

R.M.C.

This Twenty-First Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, executed this 31 day of MAY, 2001.

WHEREAS, On May 13, 1988, the Declarant recorded its Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, in Deed Book 1218 at page 001, records of Horry County, as amended (the "Declaration"); and

WHEREAS, the River Hills Property Owners Association, Inc. filed its By-Laws of River Hills Property Owners Association, Inc. dated March 21, 1988, in Deed Book 1218 at page 048, records of Horry County (the "By-Laws"); and

WHEREAS, ARTICLE XVI, Section 2 of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of not less than 51% of the lots; in duly held meetings on September 23, 1995, September 28, 1996 and September 23, 2000, with a quorum present, Fifty-One (51%) percent of the Owners voted to amend the said Declaration; and

WHEREAS, ARTICLE VI, Section 6 of the By-Laws provides that the By-Laws may be amended by the affirmative vote of voting members of not less than 75% of the total votes of the Association; in duly held meeting on September 23, 2000, with a quorum present, Seventy-Five (75%) percent of the voting members of the Association voted to amend the said By-Laws.

NOW, THEREFORE, for and in consideration of the above premises, and in accordance with ARTICLE XVI, Section 2 of the Declaration and ARTICLE VI, Section 6 of the By-Laws, the Owners hereby amend the Declaration and By-Laws as follows:

#### DECLARATION

1. ARTICLE VIII, Section 3. Capital Improvements, is amended to delete the last sentence therein in its entirety and to replace it with the following sentence:

The Board of Directors may, in emergency situations, levy a special assessment not to exceed the amount of the current annual assessment per lot. This authorization can be exercised once during a fiscal year.

2. ARTICLE VIII, Section 11. Effect on Declarant, is deleted in its entirety.

DEED  
2401 0241

24/11

3. ARTICLE IX. Architectural Review, is amended to delete the second sentence of the fourth paragraph in its entirety and to replace it with the following sentence:

Appeals petitions must be legibly written, state the grounds for appeal and be submitted to the Board of Directors within ten (10) days of receipt of notice of the decision of the Architectural Review Board.

4. ARTICLE X, Section 1. Land Use, is amended to insert the following sentences between the second and third sentences of the section:

Other developers may request authority to operate similar facilities from the Board of Directors by submitting a request through the Architectural Review Board. The request will include a complete outline of the proposed operation, hours and days of operation, staffing, facility(s) to be used, specific descriptions of any signs or other advertising devices to be used including size, number, locations and length of display period.

5. ARTICLE X, Section 3. Pets, is amended to delete the third sentence in its entirety and to replace it with the following sentence:

Pets must be on a leash, under the Owner's immediate control, confined or carried when the pet is not on the Owner's Property.

Further, the same section is amended to delete its last two sentences in their entirety and to replace them with the following sentences:

A pet not on a leash, confined or carried and off the Owner's property shall be deemed a nuisance. Failure to dispose of the waste material from a pet shall be deemed a nuisance.

6. ARTICLE X, Section 8. Recreational Vehicles, Boats and Trailers, is amended to delete the first sentence in its entirety and to replace it with the following sentence:

No campers, trucks, recreational vehicles, trailers, boats, motorbikes, motorcycles or tractors may be parked or kept within the Properties for more than 24 hours unless parked within an enclosed garage or within area(s) designated for such use by the Association and subject to the rules of the Association. Campers, recreational vehicles, or boats may be kept within the properties for not more than two (2) twenty-four hour periods per month.

7. ARTICLE X, Section 9. Signs, (as amended by the fourteenth amendment to the Declaration), is amended to add the following sentence:

The placement of security signs is allowed as long as they are placed in an inconspicuous, functional location. Approval of the location must be given by the Architectural Review Board.

8. ARTICLE X, Section 12. Antennas and Satellite Dishes, is amended to add the following sentence:

Small (18 inches or less) satellite dishes are allowed, however, prior to installation an alteration request must be submitted to the Architectural Review Board for review and approval.

9. ARTICLE X, Section 16. Parking is amended to add the following sentence: ..

On-street parking is prohibited between 2 a.m. and 6 a.m.

10. ARTICLE X, USE RESTRICTIONS is amended to add the following section:

Section 22. Firearms. The discharging of firearms, of any kind, is strictly prohibited within river Hills. Violations which are against state law will subject the violators to POA fines and prosecution by Horry County Police.

11. ARTICLE X, USE RESTRICTIONS is amended to add the following section:

Section 23. Speeding. Strict adherence to the posted 25 MPH speed limit will be enforced within River Hills. Violators will be subject to tickets and POA fines.

12. ARTICLE X, USE RESTRICTIONS is amended to add the following section:

Section 24. Outdoor Decorations. The exhibition of patriotism is encouraged. The American Flag may be flown at any time in a manner appropriate to its display. Only one additional symbolic, special event, or seasonal flag, banner or windsock may be displayed in addition to the American Flag. Any outdoor decorative items must be appropriate to the season, removed promptly upon passing of the season or event, be kept in good repair and be in keeping with the aesthetic of River Hills as determined by the Board of Directors of the Association.

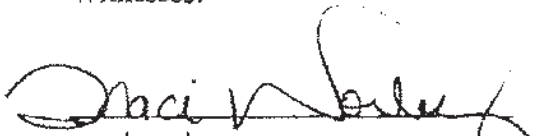
13. ARTICLE XI, Easements and Setbacks is amended to add the following section:

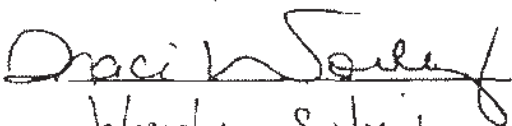
Section 4. Limited Maintenance Easement. There shall be reserved a three foot (3') easement on the adjoining Lot between the Patio Home and the parallel Lot boundary line for the use and enjoyment of the adjacent Lot Owner, only as hereinafter provided. Said three foot (3') easement area may be used by the adjacent Lot Owner only for the planting and care of shrubbery and other landscaping providing the same does not interfere with the structural integrity of the Patio Home. The use of said easement area by an adjoining Lot Owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the three foot (3') easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance or repair of the Patio Home, shall be repaired at the expense of the adjoining Lot Owner causing such damage.

14. All other terms and conditions of the Declaration described above shall remain unchanged.

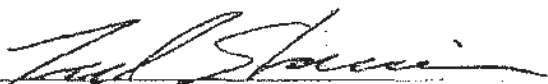
IN WITNESS WHEREOF, the undersigned has set its hand and seal the date and year first above written.


Witnesses:

  
Wendy Sebrit

  
Wendy Sebrit

**River Hills Property Owners  
Association, Inc.**

By:   
Its President

By:   
Its Secretary



STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF HORRY

Personally appeared before me the undersigned witness and made oath the s/he saw the within named River Hills Property Owners Association, Inc., by and through its proper officers, sign, seal and deliver the within written Twenty-First Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, and First Amendment to By-Laws of River Hills Property Owners Association, Inc., and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Wendy M. Siefert

SWORN to and subscribed before me this  
21 day of MAY, 2001.

Karen E. Lawrence  
Notary Public for South Carolina

My Commission Expires 2/15/11

\\Fs1\work\WPDOCS\Current\Work\Kv\TGB\Amend1 Doc.spc

504650

FILED

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
) TWENTY-SECOND AMENDMENT  
) TO DECLARATION OF RESTRICTIONS  
) AND PROTECTIVE COVENANTS  
) FOR RIVER HILLS GOLF AND COUNTRY CLUB

This Twenty-Second Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, executed this 3<sup>rd</sup> day of September, 2004.

WHEREAS, On May 13, 1988, the Declarant recorded its Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, in Deed Book 1218 at page 001, records of Horry County, as amended (the "Declaration"); and

WHEREAS, ARTICLE XVI, Section 2 of the Declaration provides that the Declaration may be amended upon approval by the Owners of not less than 51% of the lots; in a duly held meeting on September 20, 2003, with a quorum present, Fifty-One (51%) percent of the Owners voted to amend the said Declaration; and

NOW, THEREFORE, for and in consideration of the above premises, and in accordance with and pursuant to ARTICLE XVI, Section 2 of the Declaration, the Declaration is amended as follows:

1. The Second Paragraph of the Recital (the first of the paragraphs beginning with "WHEREAS", page 1 of the Declaration) is deleted in its entirety and replaced with the following:

WHEREAS, River Hills Golf and Country Club is being developed as a community of single family homes and villa homes (same as Patio Homes) and various recreational and club facilities.

2. ARTICLE I, Section 6 is amended to delete the fourth sentence which reads "A villa home site, townhouse villa or condominium shall also be known as a lot", to replace it with the following:

A Single Family Home residence or a Villa Home (AKA Patio Home) shall be known as a Lot.

3. ARTICLE I, Section 8 is amended so the second sentence reads as follows: For example, and by way of illustration and not limitation, each single family detached housing development shall constitute a separate neighborhood."

523

HORRY COUNTY ASSESSOR  
+ 118-24-01-001 Parcel 019  
118-22-01-001 Parcel 077 + 118-23-01-001 Parcel 033  
Map BIA Parcel 9-22-019

4. ARTICLE I, Section 15 is amended to delete the first sentence in its entirety and to replace it with the following sentence:

"Villa Home Site" which is interchangeable with Patio Home shall mean and refer to all those parcels or tracts of land subdivided into lots intended for construction of detached single family villa homes.

5. ARTICLE III is amended to add Section 5, which shall read as follows:

Section 5. Cost Analysis. A cost analysis to be supplied by a developer and any other information as deemed necessary by the Board of Directors.

6. ARTICLE VI, Section 3 is amended to delete any reference to townhouse or condominium.

7. ARTICLE VIII, Section 2 is amended to delete the last sentence in its entirety and to replace it with the following sentence:

Any entry upon the property for maintenance or security purposes shall not be deemed a trespass.

8. ARTICLE X, Section 2, is amended so that it now reads, in its entirety, as follows:

Section 2. Nuisance. No noxious, illegal or offensive activity shall be conducted upon any Lot or in any dwelling nor become an annoyance or nuisance to the neighborhood. No burning of any materials, whatsoever, such as but not limited to leaves, debris, trash or refuse. No garage sale/tag sale/yard sale is permitted without prior approval of the Covenants Committee and the Board of Directors. Such sales must be confined to the interior of the house.

9. ARTICLE X, Section 3, is amended to delete the forth sentence "Pets are not allowed on Golf Course Property."

10. ARTICLE X, Section 12, amended to delete the last sentence in its entirety.

11. ARTICLE X, Section 13, is amended to be deleted in its entirety.

12. ARTICLE X, Section 23, as added in the Twenty-First Amendment to the Declaration, is hereby amended to read in its entirety:

Section 23. Obeysance of Traffic Laws. Strict adherence to the posted 25 MPH speed limit and stop signs and all other traffic laws of the State of South Carolina will be enforced within River Hills. Violators will be subject to tickets and POA fines.

13. All other terms and conditions of the Declaration described above shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the date and year first above written.

Witnesses:

Alan C Swanson  
Barbara Cipp  
Alan C Swanson  
Barbara Cipp

River Hills Property Owners  
Association, Inc.

By: Janet B Watkins  
Its President

By: K Wright  
Its Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath the s/he saw the within named River Hills Property Owners Association, Inc., by and through its proper officers, sign, seal and deliver the within written Twenty-First Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, and First Amendment to By-Laws of River Hills Property Owners Association, Inc., and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to and subscribed before me this  
3rd day of Sept., 2004.

Karen K. Hewitt  
Notary Public for South Carolina

My Commission Expires 07/25/2013  
T:\ccit\WPDC\SC\current\Work\RiverHills\PCA\TwentySecond and wpd

Alan C Swanson  
(Witness)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY ) TWENTY-THIRD AMENDMENT TO DECLARATION  
OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR RIVER HILLS GOLF AND COUNTRY CLUB, AND  
SECOND AMENDMENT TO BY-LAWS OF RIVER HILLS  
PROPERTY OWNERS ASSOCIATION, INC.

This Twenty-Third Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, and Second Amendment to By-Laws of River Hills Property Owners Association, Inc., executed this 14 day of April, 2008.

**WHEREAS**, On May 13, 1988, the Declarant recorded its Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, in Deed Book 1218 at page 001, records of Horry County, as amended (the "Declaration"); and River Hills Property Owners Association, Inc. filed its By-Laws of River Hills Property Owners Association, Inc. dated March 21, 1988, in Deed Book 1218 at page 048, records of Horry County (the "By-Laws"); and

**WHEREAS**, ARTICLE XVI, Section 2 of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of not less than 51% of the lots; in a duly held meeting on September 22, 2007, with a quorum present, Fifty-One (51%) percent of the Owners voted to amend the said Declaration; and

**WHEREAS**, ARTICLE VI, Section 6 of the By-Laws provides that the By-Laws may be amended by the affirmative vote of voting members of not less than 75% of the total votes of the Association; in duly held meeting on September 22, 2007, with a quorum present, Seventy-Five (75%) percent of the voting members of the Association voted to amend the said By-Laws.

**NOW, THEREFORE**, for and in consideration of the above premises, and in accordance with ARTICLE XVI, Section 2 of the Declaration and ARTICLE VI, Section 6 of the By-Laws, the Owners hereby amend the Declaration and By-Laws as follows:

#### **DECLARATION**

**ARTICLE XV, Section 3(c)** is amended to add after the last sentence the following:

**"The Board shall have the authority to increase the amounts of fines in special situations or situations where noncompliance is deliberate in nature."**

#### **BY-LAWS**

**ARTICLE III, Section 5, Nominations of Directors** is amended to add after the last sentence the following:

**"Candidates for the Board of Directors shall be members in good standing of the RHPOA and shall have been a full time resident for the calendar year prior to nomination."**

All other terms and conditions of the Declaration and of the By-Laws described above shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the date and year first above written.

Witnesses:

Fred Gumpel  
A. J. Priano  
Fred Gumpel  
A. J. Priano

River Hills Property Owners  
Association, Inc.

By: Janet B. Watkins  
Its President

By: Alice D. Hoffman  
Its Secretary

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath the s/he saw the within named River Hills Property Owners Association, Inc., by and through its proper officers, sign, seal and deliver the within written Twenty-Third Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, and Second Amendment to By-Laws of River Hills Property Owners Association, Inc., and that s/he with the other witness whose signature appears above witnessed the execution thereof.

A. J. Priano  
(Witness)

SWORN to and subscribed before me this  
day of April, 2008.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 9/1/12

2008000049274 DEED BK: 3328 PG: 542 DOCTYPE: 069 04/16/2008 at 04:15:10 PM, 2 OF 2 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY ) TWENTY-FOURTH AMENDMENT TO DECLARATION  
OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR RIVER HILLS GOLF AND COUNTRY CLUB  
(Annexation of Certain Real Property)

This Twenty-Fourth Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, executed this 16<sup>th</sup> day of October, 2010.

**WHEREAS**, On May 13, 1988, the Declarant recorded its Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, in Deed Book 1218 at page 001, records of Horry County, as amended (the "Declaration"); and

**WHEREAS**, Article III of the Declaration provides that properties shown on *Exhibit B* of the Declaration may be submitted, without a vote of the membership, to the subdivision and subject to the provisions of the Declaration by filing an appropriately executed Amendment with the Horry County Register of Deeds; and

**WHEREAS**, Property commonly known as Parcel 1 (TMS #117-23-01-039) is shown on Exhibit B of the Declaration, and the owner(s) of Parcel 1 and the River Hills Property Association, Inc., both desire to annex said property to the subdivision and make it subject to the provisions of the Declaration; and

**NOW, THEREFORE**, for and in consideration of the above premises, and in accordance with ARTICLE III of the Declaration, the Declaration is hereby amended as follows:

ARTICLE II is amended to add the following described property:

ALL AND SINGULAR, those certain pieces, parcels or lots of land situate, lying and being in Little River Township, Horry County, SC, and being more particularly shown and designated as Parcel 1, containing 0.15 acres approximately, of River Hills, on that certain map prepared by Atlantic Land Surveying, Inc., recorded in Plat Book 172 at Page 108, records of Horry County. This being the identical property conveyed to David E. Kulina and Linda W. Kulina by deed of Lisa Yongue recorded on November 18, 2009 in Deed Book 3431 at Page 699, Office of the Register of Deeds for Horry County.

All other terms and conditions of the Declaration and of the By-Laws described above shall remain unchanged.

Instrument#: 2010000107051, DEED BK:  
3487 PG: 1664 DOCTYPE: 069 10/20/2010  
at 02:27:57 PM, 1 OF 2 BALLERY V.  
SKIPPER, HORRY COUNTY, SC  
REGISTRAR OF DEEDS

IN WITNESS WHEREOF, the undersigned has set its hand and seal the date and year first  
above written.

Nancy L. Reynolds  
John W. Reynolds

Nancy L. Reynolds  
John W. Reynolds

David E. Kulina  
David E. Kulina

Linda W. Kulina  
Linda W. Kulina

River Hills Property Owners  
Association, Inc.

Nancy L. Reynolds  
John W. Reynolds

By: Alan A. Swanson  
Its President

Nancy L. Reynolds  
John W. Reynolds

By: Barbara B. Rizzo  
Its Secretary

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath the s/he saw the within named River Hills Property Owners Association, Inc., by and through its proper officers, sign, seal and deliver the within written Twenty-fourth Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, and Second Amendment to By-Laws of River Hills Property Owners Association, Inc., and that s/he with the other witness whose signature appears above witnessed the execution thereof.

Nancy L. Reynolds  
(Witness)

SWORN to and subscribed before me this  
14 day of ~~DECEMBER~~ 2010.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 5/10/13

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
TWENTY-FIFTH AMENDMENT TO DECLARATION  
OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR RIVER HILLS GOLF AND COUNTRY CLUB

This Twenty-Fifth Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, executed this 17th day of October, 2010.

WHEREAS, On May 13, 1988, the Declarant recorded its Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club dated March 21, 1988, in Deed Book 1218 at page 001, records of Horry County, as amended (the "Declaration"); and

WHEREAS, Article III of the Declaration provides that properties shown on *Exhibit B* of the Declaration may be submitted, without a vote of the membership, to the subdivision and subject to the provisions of the Declaration by filing an appropriately executed Amendment with the Horry County Register of Deeds; and

WHEREAS, Properties commonly known as Blocks J, N, O, S, T and W were previously annexed by the Declarant, among other properties, by Amendments to the Declaration, however, said annexations were by acreage without specific reference to lot numbers and this amendment is intended to clarify, more specifically designate and otherwise amend the provisions describing the previously annexed property as such property has been and remains subject to the provisions of the Declaration; and

NOW, THEREFORE, for and in consideration of the above premises, and in accordance with Article III of the Declaration, the Declaration is hereby amended as follows:

ARTICLE II, as amended, is hereby amended to clarify and more specifically designate the following previously annexed properties as having been and continuing to be part of the subdivision and subject to the provisions of the Declaration:

Lots 1 through 17 of Block W, designated on *Exhibit B* of the Declaration as a portion of S-2 on a map at Plat Book 97 at Page 243, and more particularly shown on a map at Plat Book 173 at Page 21, Records of Horry County, SC.

Lots 1 through 15 of Block O, designated on *Exhibit B* of the Declaration as a portion of S-2 on a map at Plat Book 97 at Page 243, and more particularly shown on a map at Plat 110 at Page 147, Records of Horry County, SC.

Lots 1 through 33 of Block J, designated on *Exhibit B* of the Declaration as a portion of S-2 on a map at Plat Book 97 at Page 243, and more particularly shown on a maps at Plat Book 101 at Page 33, Plat Book 101 at Page 34, Plat 101 at Page 99, Records of Horry County, SC.

Lots 1 through 16 of Block N, designated on *Exhibit B* of the Declaration as a portion of S-2 on a map at Plat Book 97 at Page 243, and more particularly shown on a maps at Plat

Book 111 at Page 139, Plat 120 at Page 116, Records of Horry County, SC.

Lots 1 through 21 of Block S, designated on *Exhibit B* of the Declaration as a portion of S-2 on a map at Plat Book 97 at Page 243, and more particularly shown on a maps at Plat Book 111 at Page 142, Plat 142 at Page 128, Records of Horry County, SC.

Lots 1 through 15 of Block T, designated on *Exhibit B* of the Declaration as a portion of S-2 on a map at Plat Book 97 at Page 243, and more particularly shown on a maps at Plat Book 111 at Page 141, Plat 138 at Page 234, Records of Horry County, SC.

All other terms and conditions of the Declaration described above shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the date and year first above written.

Witnesses:

River Hills Property Owners  
Association, Inc.

*Nancy L. Reynolds*  
*John W. Reynolds*

By: *Alan A. Swanson*  
Its President

*Nancy L. Reynolds*  
*John W. Reynolds*

By: *Barbara B. Riggs*  
Its Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

Personally appeared before me the undersigned witness and made oath the s/he saw the within named River Hills Property Owners Association, Inc., by and through its proper officers, sign, seal and deliver the within written Twenty-Fifth Amendment to Declaration of Restrictions and Protective Covenants for River Hills Golf and Country Club, and Second Amendment to By-Laws of River Hills Property Owners Association, Inc., and that s/he with the other witness whose signature appears above witnessed the execution thereof.

*Nancy L. Reynolds*  
(Witness)

SWORN to and subscribed before me this  
14<sup>th</sup> day of OCTOBER 2010.

*[Signature]*  
Notary Public for South Carolina  
My Commission Expires: 5/31/2014