

DISCLAIMER

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MYRTLE TRACE  
THE RETIREMENT COMMUNITY

Planned Unit Development Documents

Including

Master Declaration of Covenants, Conditions,  
Reservations and Restrictions -- Myrtle Trace,  
The Retirement Community

Supplement No. 1 to Master Declaration of Covenants,  
Conditions, Reservations and Restrictions -- Myrtle Trace,  
The Retirement Community

Supplement No. 2 to Master Declaration of Covenants,  
Conditions, Reservations and Restrictions -- Myrtle Trace,  
The Retirement Community

Supplement No. 3 to Master Declaration of Covenants,  
Conditions, Reservations and Restrictions -- Myrtle Trace,  
The Retirement Community

Supplement No. 4 to Master Declaration of Covenants,  
Conditions, Reservations and Restrictions -- Myrtle Trace,  
The Retirement Community

Supplement No. 5 to Master Declaration of Covenants,  
Conditions, Reservations and Restrictions -- Myrtle Trace,  
The Retirement Community

Certificate of Incorporation

Articles of Incorporation

and

Bylaws of The Myrtle Trace Homeowners  
Association, Inc.

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**"BLUE BOOK" INDEX**  
MTHOA, Inc,

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STATE OF SOUTH CAROLINA        ) MASTER DELARATION OF COVENANTS,  
  ) CONDITIONS, RESERVATIONS AND RESTRICTIONS  
COUNTY OF HORRY                 ) MYRTLE TRACE, THE RETIREMENT COMMUNITY

THIS DECLARATION, made on the date hereinafter set forth by INTERNATIONAL PAPER REALTY CORPORATION, hereinafter referred to as "Declarant,"

WITNESSETH THAT:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires that there be created thereon a retirement community with permanent parks, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, open spaces and other common facilities; and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, reservations, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS; Developer; as hereinafter defined, has incorporated under the laws of the State of South Carolina, as a non-profit corporation, THE MYRTLE TRACE HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW. THEREFORE, the Declarant declares that the real party described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, 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.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Myrtle Trace Homeowners Association, Inc.

(b) "The properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article 11 hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual Lot.

(g) "Townhome" shall mean and refer to a single dwelling

unit which is attached to another unit, each of which is located on a single lot.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Living Unit or Townhome situated upon The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(j) "Declarant" shall mean and refer to International Paper Realty Corporation, or

(i) any person or entity who succeeds to the title of Declarant to all or a portion of The Properties by sale or assignment of all of the interest of the Declarant in the Properties, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant or a deed in lieu thereof; or

(ii) any person or entity to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Declarant by the Declaration, Articles of Incorporation or Bylaws of the Association.

(k) "Developer" shall mean and refer to Myrtle Trace, a partnership, its successors and assigns.

(l) "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to The Properties recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION  
ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Horry County, South Carolina, and is more particularly described as follows:

(SEE EXHIBIT A ATTACHED)

all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with that General Plan of Development prepared by the Declarant and which is available for inspection in the sales office of the Developer and by way of brochure has been made available to all interested persons.

Such General Plan of Development shows the proposed additions to the Existing Property and contains: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of any proposed common facilities and improvements; (4) a statement: that proposed additions, if made, will become subject to assessments for their just share of expenses of Myrtle Trace Homeowners Association, Inc.; and (5) a schedule for termination of the Declarant's rights under the provisions of this subsection to bring additional development stages within the scheme. Unless otherwise stated therein, such General Plan shall not bind the Declarant, its successors and assigns, to make the proposed additions, or



to adhere to the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection shall be made by filing of record a supplementary Declaration with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. That property from which proposed additional properties may be taken is more particularly described as follows:

(SEE EXHIBIT B ATTACHED)

Such supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a supplementary Declaration as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another 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 the 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 Existing Property 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 Existing Property except as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit 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 classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be Declarant. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 and for every Living Unit in any Multifamily Structure owned by it until such Unit is first sold or leased, provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1991

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for-membership under Section 1.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Declarant may retain the legal title to the Common Properties until such time as the improvements thereon have been completed and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns. that it shall convey the Common Properties in each phase of development to the Association, free and clear of all liens and encumbrances, before the conveyance of the first Lot in that phase.

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

(a) the right of the Declarant and the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage be lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the

possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of individual Members to the exclusive use of parking spaces as provided in Section 4 hereof; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 4. Parking Rights. The Association shall maintain upon the Common Properties at least two parking spaces for each Living Unit in a Multifamily structure and for each Townhome. Subject to reasonable rules and conditions, the Association shall designate at least two parking spaces conveniently located with respect to each Living Unit and Townhome for the exclusive use of the Members residing therein, their families and guests. The use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal: Obligation

Of Assessments. The Declarant for each Lot and Living Unit owned By it within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be 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 fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment for each Lot in the Properties shall be payable monthly, in advance, and the amount thereof shall be determined as follows:

- (a) Up to and including January 1, 1985, the maximum

annual assessment shall be Six Hundred and No/100 Dollars (\$600.00), per Lot.

(b) The maximum annual assessment for the calendar year beginning January 1, 1985, and for each calendar year thereafter, shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed Ten Percent (10%) of the maximum annual assessment of the previous year.

(c) The maximum annual assessment may be increased without limit by the affirmative vote of Two-thirds (2/3) of those members who are entitled to vote and who are voting in person or by proxy, at a meeting duly called for such purpose.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per unit.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixture and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each of those Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and

for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of those Members who are entitled to vote and are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of those members who are entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Lots Owned by Declarant. It is anticipated that the Lots owned by the Declarant will not be furnished all of the services available to Lots which have been acquired by other owners.

a) Unoccupied Lots owned by the Declarant shall at the option of Declarant, be exempt from the payment of assess-

ments. If the Declarant shall exercise its option to be so exempt, Developer agrees to pay to the Association at the end of its annual accounting period, a sum of money equal to the operating deficit experienced by the Association during such year, including however, no amount for reserves for the replacement of improvements. The existence of an amount of any such deficit shall be determined by subtracting the cash expenses of operation from the total amount received by the Association; the Declarant is obligated to pay such deficit expressly contingent upon its notice of the amount thereof not more than sixty (60) days after the end of such accounting. A lot shall be deemed "unoccupied" within the meaning of this section when no person has begun to use such Lot as a permanent or temporary place of residence.

(b) When an unoccupied Lot becomes occupied or when the ownership thereof is transferred from the Declarant to any other person or entity, whichever occurs first, the said Lot shall become subject to payment of the full annual assessment, beginning with the month immediately following the day such Lot becomes occupied or is transferred, whichever occurs earlier, for the remaining portion of the year and thereafter.

Section 8. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance. One-twelfth (1/12) of the annual assessment shall be payable to the Association on the first day of each month. The first annual assessments shall be made for the balance of the calendar year, and the first monthly payment shall due and payable on the day fixed for commencement and all payments due and payable thereafter shall become due and payable on the first day of each month.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual



assessment provided for in Section 3 hereof as the remaining number of months in that year to twelve; The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and 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 and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the monthly portion of the assessment is not paid within thirty (30) days after the date when due, the full annual assessment shall become at once due and payable without notice, and the assessment shall bear interest from the date of delinquency at the rate of fourteen percent (14%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing 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 attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1, hereof; (c) All properties exempted from taxation by the laws of the State of South Carolina, upon the terms and to the extent of such legal exemption.

#### ARTICLE VI

##### REPAIR, RESTORATION AND REBUILDING: INSURANCE

Section 1. Repair, Restoration and Rebuilding. In the event any part of the Properties or any of the Living Units or Townhomes thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner or Owners of the property so damaged or destroyed shall cause it to be repaired, restore or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, subject only to the right of the Association (which right is hereby granted to the Association. to authorize and direct such different action as shall be recommended by the Board of Directors and approved by affirmative vote of not less than two-thirds (2/3) of the members which majority shall

include the affirmative vote of all the Owners whose homes shall have been damaged or destroyed.

Section 2. Board of Directors to Supervise. All repair, restoration or rebuilding pursuant to the provision of this Article VI shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each home which has been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

Section 3. Rights of Association. The Association is hereby given and shall have the right reasonably to approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding, to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various homes which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various homes; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

Section 4. Lien Rights of Association. In any case in which the Owner or Owners of the home concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VI, or shall request the Association to carry out and see to such repair, restoration or rebuilding, the Association may carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VI, provided, however, that to the extent the insurance proceeds referred to in Section 5 are insufficient as to any home, the particular Owner shall be responsible to the Association for such deficiency, and the

Association shall have, and is hereby given, a continuing lien on the Lot for which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the cost thereof, (b) interest at the rate of interest permitted by law on money judgments in South Carolina from the date of the Association's payment of such costs, and (c) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall encumber such Lot in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Association therefor, as aforesaid, such lien may be foreclosed against the Lot by the Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien in this Section 4 provided shall be subordinate to the lien of any first mortgage, now or hereafter placed upon the Lot.

Section 5. Insurance Required. Each Owner shall maintain in full force at all times insurance covering the improvements erected upon his Lot, his Living Unit or Townhome, consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred percent (100%) of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. All such insurance shall be issued by companies reasonably acceptable to the Association, shall name the Association as a loss payee and shall provide that all proceeds becoming payable on account of loss of or damage to such improvements shall be payable to or as directed by the Association, subject only to the rights, limited as herein provided, of any mortgagee for value of the premises. The policies themselves or appropriate certificates showing the evidence of such insurance shall be furnished to the Association (and new policies or certificates

evidencing the renewal of each expiring policy of insurance shall be furnished to the Association), in each case at least ten (10) days prior to the expiration date of the expiring insurance. The policies or certificates shall contain a provision that prior to cancellation, the Association shall receive at least ten (10) days written notice thereof, In the event a damaged or destroyed home shall not be repaired, restored or rebuilt pursuant to a decision not to repair, restore or rebuild, as provided in Section 1, the proceeds of such insurance shall be payable to such owner, or the mortgagee of his home as provided in Section 11.

Section 6. Association Not Liable. The Association and its officers, directors, employees, agents and representatives shall have no liability to any Owner for damage to or loss of either the real or any personal property of said Owner. Each insurer of any of said Owner's interest in said real or personal property shall be bound by the provisions of this Section 6 and shall, by appropriate provision in each policy of insurance concerned, waive its rights of subrogation against the Association and its officers, directors, employees, agents and representatives.

Section 7. Association's Right to Insurance. The failure by any Owner to carry, maintain, or renew any insurance required by this Article VI shall give the Association the right (but not the duty) to proceed to obtain such insurance or lesser coverage as it may deem advisable, and the cost thereof shall be due to the Association from the Owner of the Lot so insured forthwith upon demand, and such cost shall be collectible in the same manner as assessments.

Section 6. Insurance Insufficient. In any case in which insurance proceeds shall not be paid or payable on account of any damage to, or destruction of, any home, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is by the provisions of this Article VI permitted to

carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available may be borne and paid for by the Association, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against any parson or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission or against any Owner for his failure to maintain insurance coverage in accordance with Section 7.

Section 9. Obligation of Association. Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of this Article VI shall be limited to the repair, restoration and rebuilding of the Common Area, and the Association shall not be responsible for repair, restoration or replacement of any personal property of the Owners or others.

Section 10. Common Area. The Association may obtain and maintain property insurance covering all of the Common Areas (except land, foundations, excavations and other items normally excluded from coverage), including building service equipment and fixtures, insuring against loss by fire and other perils normally covered by standard extended coverage and all other perils normally covered by the standard "all risk" endorsement, for an amount equal to one hundred percent (100%) of the current replacement cost of such items, which policy or policies shall provide that the terms thereof may not be cancelled or substantially modified without at least ten (10) days' written notice to the Association.

Section 11. Use of Proceeds. Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Properties, the proceeds of any insurance becoming payable on account of any loss of, or damage to, the part of the properties so mortgaged shall be paid first to such mortgagee to the extent of its interest; provided, however, that such mortgagee

shall cause or permit all such proceeds received by it to be applied upon the cost of repair, restoration or rebuilding of such loss or damage; and shall not apply or seek to apply such proceeds to reduce such mortgage, except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of this Declaration that such loss or damage is not to be required or restored.

Section 12. Debris. In the event a dwelling is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; if he fails to so remove the debris, the Association may cause it to be removed, and the cost of such removal shall constitute a lien upon the Lot until paid by the Owner, unless the Lot is there after acquired by the Association.

Section 13. Application of Declaration and Bylaws. Any residence which has been destroyed, in whole or in part, by fire or other casualty, and subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the Bylaws of the Association.

#### ARTICLE VII

##### COVENANTS, RESERVATIONS AND RESTRICTIONS

Section 1. In order to restrict the Properties to use as a retirement community, no family may occupy a Living Unit unless at least one member thereof has attained the age of Fifty Five (55) years.

Section 2. No building, fence side walk or other structure shall be erected, placed or altered on any portion of the Properties until building plans, specifications and plot plans (showing the proposed location of such building or structure) shall have been approved in writing by 'the Declarant, its successors and assigns. No area of the properties shall be cleared or thinned of vegetation nor shall any changes be made it the landscaping without the written approval of the Declarant. Refusal of approval plans, location

or specifications may be based by Declarant upon any ground, including purely aesthetic considerations, which, in the sole and uncontrolled discretion of Declarant, shall seem sufficient. No alteration of the plans or exterior appearance of any structure shall be made without the written consent of Declarant. All improvements must conform to the design standards of the Properties. In the event Declarant shall disapprove as provided hereinabove, then Declarant agrees to suggest those changes which will permit approval.

Section 3. Declarant herein reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or structure upon any Lot. Any building or structure must be completed no later than six (6) months after the construction shall have commenced. No building shall be occupied until construction is completed.

Section 4. All Lots shall be used for residential purposes except that the Declarant may use one or more units for purposes of a sales office and model homes and the Declarant may permit one or more units to be used by health care professionals for purposes consistent with needs of retirees, provided that no such use shall be permitted which increases the parking in any Common Area or which requires the use of signage. No buildings or structures shall be erected or altered, so as to exceed Thirty-five feet (35') in height to the ridge of the roof, or to any other element of the dwelling.

Section 5. Each Owner shall be responsible for providing maintenance to his or her Lot, together with the improvements thereon, including but not limited to the following: Staining and painting of the exterior of the residences, repair, replacement and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, glass surfaces, doors and party walls and other exterior improvements. In effectuating repair, the Owner shall not change the architect's design of the structure or the color of the structure without the written approval of the Association. If in the opinion of



the Board of Directors of the Association, any Owner fails to maintain his yard or residence in a neat and orderly manner or fails to maintain or reconstruct his dwelling unit in the event of any casualty, the Association may provide such maintenance, reconstruction or repairs as may be reasonably necessary, and the cost thereof shall be added to and become part of the assessment to which such Living Unit is subject.

Section 6. No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance. There shall not be maintained any plants, poultry, animals or device or thing of any sort, the normal activities or existence of which is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property by the Owner thereof.

Section 7. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, but this restriction may be waived by Declarant. No exposed or exterior radio or television transmission or receiving antennae shall be erected, placed, or maintained on any part of the Properties, but this restriction may be waived by Declarant. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennae.

Section 8. No billboards or signs of any character shall be erected, placed, permitted, or maintained on the Property or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the Lot Owner on request by Declarant, shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by Declarant, only when, in its discretion the same is necessary to promote the sale of property in and the development of the Properties.

Section 9. Declarant shall approve the location, color, size, design, lettering, and all other particulars of mail or paper delivery boxes, and standards and brackets and name signs for

such boxes in order that the area be strictly uniformed in appearance with respect thereto.

Section 10. Each Owner shall provide underground or screened garbage receptacles or similar facility in accordance with reasonable standards approved by Declarant, or a roll-out garbage rack of type approved by Declarant, which shall be visible from streets on garbage pick-up day only. No garbage or trash incinerators shall be permitted upon the premises.

Section 11. Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon, across and under the Properties for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, including easement for privately owned television and other communications cable and equipment, and Declarant may further cut drainways for surface water wherever and whenever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading' of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other said installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service. Declarant agrees that in exercising the rights of this easement that no water, sewer, or power lines or other installations above said shall be located upon in any area more than fifteen (15) feet from the property line, except

to service the Properties. No structures, including, walls, fences, paving or planting shall be erected upon any part of the Properties, which will interfere with the rights of ingress and egress provided for in this paragraph.

Section 12. No structure of a temporary character shall be placed upon the Properties at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction, it being clearly understood that these latter temporary shelters may not, at any time, be used as residence or permitted to remain on the Properties after completion of construction.

Section 13. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently.

Section 14. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only with the main structure or buried underground.

Section 15. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of Declarant.

Section 16. No individual water supply system shall be permitted upon the Properties, except for irrigation purposes.

Section 17. No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on the Properties except on a temporary basis. Parking of trucks, boats, buses, trailers, camping trailers, motor homes and recreational vehicles are prohibited on the Properties, or on rights-of way of any public or private street in or adjacent to the Properties.

Section 18. Owners of non-attached units shall provide adequate off-street, paved parking for full-sized automobiles.

Section 19. No septic tank or other sewage disposal facility shall be placed upon any Lot in the subdivision, but the sewage treatment plant and sewer system for the collection

and disposal of sewage provided for the development shall be used as the sole means of sewage disposal for the premises.

Section 20. In the event any Owner permits any underbrush, weeds, etc., to grow upon the Property to a height of one (1) foot (except as part of a landscaping plan approved by Declarant) and on request fails to have the Lot cut within thirty (30) days, agents of Declarant may enter upon said land and remove the same at the expense of the Owner, provided, however, that such expense shall not exceed Fifty Dollars (\$50.00) monthly. Declarant may likewise enter upon said land to remove any trash which has collected on the Property without entrance and removal being deemed a trespass, all at the expense of the Owner of said Lot; provided, however, that such expense shall not exceed Fifty Dollars (\$50.00) monthly. This provision shall not be construed as an obligation on the part of Declarant to provide garbage or trash removal services.

Section 21. It is agreed that time is of the essence with regard to these restrictions, covenants, limitations and conditions.

Section 22. In the event of a violation or breach of any of these restrictions by an Owner or agent of such Owner, the Declarant shall have the right to proceed at law or in equity to compel a compliance to the terms hereof to prevent the violation or breach in any event. In addition to the foregoing, Declarant, its successors and assigns, shall have the right, whenever there shall have been built any structure which is in violation of these restrictions to enter upon the property where such violations exists, and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be

deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued shall not be deemed a waiver of the rights to do so hereafter as the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Should Declarant employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Declarant's counsel, shall be paid by the Owner and Declarant shall have a lien upon such Property with regard to which there is a breach of these covenants, conditions, reservations, or restrictions to secure payment of all such costs and fees.

Section 23. Easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the lots which are subject to these restrictions are hereby granted and established. These acts which include, but not limited to, the recovery of golf balls from such lots, the flight of such golf balls over and upon such lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of golf, together with all the normal and usual activities associated with the operation of a golf course.

Section 24. The Declarant reserves a non-exclusive five foot (5') easement over the sides of those Lots which border any water located on the Properties and an additional ten foot (10') easement or. said Lots is reserved to the Declarant over that portion of the Lots which actually borders on the water for the maintenance of lakes, streams, canals or any other such water as may be found on the Properties.

Section 25. Declarant shall have the right to grant and convey all its rights to enforce these covenants and restrictions to the Association at such time as in the sole judgment of Declarant

such Association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same powers as if the Association had been Declarant. Declarant may also delegate to the Developer the right to enforce any or all of the provisions of this agreement or to make any or all determinations herein reserved to the Declarant and any such delegation shall be by supplement and recorded in the Clerk of Court for Horry County.

Section 26. All mineral substances in The Properties and Common Areas presently owned by Declarant shall be conveyed together the full and exclusive executory rights to lease such substances, SUBJECT HOWEVER, and there is hereby reserved to Declarant, its successors and assigns, and excepted from any conveyance of property which is subject to this Declaration, the following:

1. An undivided one-eighth (1/8) non-participating royalty interest in oil, gas and associated hydrocarbons.
2. An undivided one-half (1/2) of any and all bonus consideration, rentals, royalties and other payments provided for in any mineral lease or leases executed by any Grantee, its successors and assigns, covering lead, zinc, copper, coal, lignite, sulphur, phosphate, iron ore, sodium, salt, leucoxene, ilmenite, zircon, monzonite, thorium, molybdenum, vanadium, titanium and other fissionable materials, gold, silver, bauxite, limestone, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above (but not including sand, clay and gravel). In the event Grantee, its successors and assigns, elects to develop and produce any mineral substances described in this paragraph, there is further hereby reserved to Declarant, its successors and assigns, an undivided one-half (1/2) of the proceeds of said development, exclusive of all expenses incurred by any Grantee, its successors or assigns in said development.

This reservation is subject to all outstanding oil, gas and

other mineral and/or royalty rights and interest shown of record on any of said lands.

#### ARTICLE VIII

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against Such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE IX  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with, and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Books and Records. The books, records and papers of the Association shall at all times, during reasonable



business hours, or other reasonable circumstances, be subject to inspection by any member and by any holder, insurer or guarantor of any first mortgage. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Upon request, any owner or the holder of any first mortgage on any lot, shall be entitled to a financial statement showing the statement of operations and the balance sheet of the Association for the immediately preceding fiscal year.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation 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 6. Developer's Acknowledgment. The Developer joins in this Declaration for the purpose of signifying the acceptance of the obligations and duties of Developer set forth herein.

IN WITNESS WHEREOF, INTERNATIONAL PAPER REALTY CORPORATION has caused this Declaration to be executed on this the 7<sup>th</sup> day of October, 1983.

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]

INTERNATIONAL PAPER REALTY CORPORATION  
(SEAL) DECLARANT

BY: [Signature] (RAS)  
Its: President  
BY: [Signature]  
Its: Secretary

MYRTLE TRACE, a South Carolina  
Partnership (SEAL) DEVELOPER

Myrtle Trace  
Susan M. Huggins  
Myrtle Trace  
Susan M. Huggins

BY: Myrtle Trace Development Company,  
Inc., Partner

BY: [Signature]  
W. Hall, President

BY: [Signature]  
John W. Huggins, Secretary

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF HORRY                    ) AMENDMENT TO MASTER DECLARATION  
  ) OF COVENANTS, CONDITIONS AND  
  ) RESTRICTIONS -- MYRTLE TRACE,  
  ) THE RETIREMENT COMMUNITY

THIS AMENDMENT, made on the day hereinafter set forth by International Paper Realty Corporation, as Declarant, Myrtle Trace, a Partnership, as Developer, and other property owners whose names and property designations are hereunto affixed,

WITNESSETH THAT:

WHEREAS, by Master Declaration of Covenants, Conditions, Reservations and Restrictions -- Myrtle Trace, The Retirement Community, dated October 7, 1983, and recorded November 3, 1983, in Deed Book 830 at page 904 in the Office of the Clerk of Court for Horry County ("the Master Declaration"), the Declarant and the Developer did impose certain covenants, conditions, reservations and restrictions upon the real property described therein, which run with the title to the land therein described; and

WHEREAS, the Declarant and the Developer are the legal and beneficial owners of all the real property described in the Master Declaration not heretofore conveyed; and

WHEREAS, the other signatories hereto are the current owners of lots previously conveyed by Declarant to Developer and by Developer to the original purchasers of the same; and

WHEREAS, all of the undersigned desire, as to the properties owned by each of them, to amend the Master Declaration as hereinafter set forth,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the

*Amendment for age restriction as seen  
on page 19*

Master Declaration be and it hereby is amended as follows:

1. Article VII, Section 1 is amended, so that, as amended, the same shall read as follows:

Section 1. In order to restrict the Properties to use as a retirement community, no family may occupy a Living Unit unless at least one member thereof has attained the age of fifty-five (55) years.

2. Except as herein provided, the Master Declaration shall remain of full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 7 day of July, 1993.

WITNESSES:

Luis Suarez  
Cathy Okei  
Marilyn J. Lewis  
Kathleen J. Williams  
(Witnesses as to  
International Paper  
Realty Corporation)

DECLARANT:

INTERNATIONAL PAPER REALTY  
CORPORATION (SEAL)

By: [Signature]  
Its President  
By: [Signature]  
Its Secretary

DEVELOPER:

MYRTLE TRACE, A SOUTH CAROLINA  
PARTNERSHIP (SEAL)

BY: Myrtle Trace Development  
Company, Inc. Its Partner

By: [Signature]  
Glen W. Hall, President  
By: [Signature]  
Michael W. Tighe,  
Assistant Secretary

Ralph L. Moore  
Shirley D. Kay  
(Witnesses as to  
Myrtle Trace, A South  
Carolina Partnership)

SUMMARY OF SUPPLEMENTS TO THE MASTER DECLARATION  
OF COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS  
FOR MYRTLE TRACE

There were 7 supplements added to the Master Declaration. All of them dealt with transfers of property from International Paper Corporation to Glenn Hall or to Myrtle Trace. There are no changes to the requirements of homeowners in these supplements. A summary of the supplements is provided below. Recent research at the Courthouse failed to find any recording of these supplements. However, plat maps for all of the phases described in the 7 supplements are available in our clubhouse. Copies of the written documents for supplements 1 through 5 are available for inspection as are plat maps of all the phases. Request to inspect the available documents from a Board Member or the Chairman of the Property Committee. Personal copies of plat maps can be made at the Courthouse for a fee. Just use the reference number from the plat map in the clubhouse (book number-page number hand written).

The Myrtle Trace phonebook has a map which includes phase numbers. Spot your street on the map to determine the phase.

SUPPLEMENT #1 (Phase 1)

This supplement gives general boundaries for Phase 1 lots and common areas that were added to Myrtle Trace. The property transfer was recorded 8/10/1984.

SUPPLEMENT #2 (Phases 2 and 3)

This supplement gives specific boundaries for lots and common areas for Phases 2 and 3 that were added to Myrtle Trace. The property transfer was recorded 6/11/1986.

SUPPLEMENT #3 (Phase 4)

This supplement gives specific boundaries for lots and common areas in Phase 4. The property transfer was recorded 5/28/1987.

SUPPLEMENT #4 (Phase 5)

This supplement gives specific boundaries for lots and common areas in Phase 5. The property transfer was recorded 11/20/1987.

SUPPLEMENT #5 (Phase 6)

This supplement gives specific boundaries for lots and common areas in Phase 6. The property transfer was recorded 1/20/1989.

SUPPLEMENT #6 (Phase 7)

This supplement gives specific boundaries for lots and common areas in Phase 7. The property transfer was recorded 7/22/1989.

SUPPLEMENT #7 (Phase 8)

This supplement gives specific boundaries for lots and common areas in Phase 8. The property transfer was recorded 12/8/1994.

ARTICLES OF INCORPORATION  
OF  
THE MYRTLE TRACE HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Code of Laws of South Carolina, 1976, as amended, Chapter 31, Title 33, and Acts amendatory thereto, the undersigned, all of whom are residents of Lexington and Richland Counties, South Carolina, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

Name

The name of the corporation is THE MYRTLE TRACE Homeowners ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

Office

The principal office of the Association is located at 100 Hickory Drive, Conway, South Carolina.

ARTICLE III

Registered Agent

Glen W. Hall, whose address is 100 Hickory Drive, Conway, South Carolina, 29526, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

Purpose and Powers of The Association

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Properties within that certain tract of property described as:

SEE ATTACHED EXHIBIT "A"

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration of Covenants, Conditions, Reservations and Restrictions, Myrtle Trace, The Retirement Community, hereinafter called the "Declaration," applicable to the property and recorded, or to be recorded, in the office of the Register of Mesne Conveyances for Horry County, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the Members, mortgage, pledge, deed in trust, or hypothecate - any and all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3)

of the members agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional residential property and Common Properties, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the Members of the Association;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of South Carolina by law may now or hereafter have or exercise.

## ARTICLE V

### Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Living Unit or Townhome which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## ARTICLE VI

### Voting Rights

The Association shall have two (2) classes of voting membership:

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

Class B. The Class B Member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3)



votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1993.

#### ARTICLE VII

##### Board of Directors

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
John W. Huggins Columbia, SC 29210	30 Cromwell Manor Drive
O. S. Wooten Columbia, SC 29206	7604 Yorkhouse Road
Glen W. Hall Columbia, SC 29202	Post Office Box 2254

At the first annual meeting, the Members shall elect: two (2) directors to serve for a term of one year; two (2) directors for a term of two (2) years; and one (1) director for a term of three (3) years; and at each annual meeting thereafter, the Members shall fill vacancies by electing directors to serve for terms of three (3) years.

#### ARTICLE VIII

##### Officers

The Officers of the Association shall be President and Vice President, who shall be Members of the Board of Directors, and a Secretary and Treasurer. Officers shall be elected by the

Members as may be provided in the Bylaws, but until their successors are selected at the first annual meeting of the Members, the following persons shall serve in the capacities set forth beside their respective names:

President..... Glen W. Hall  
Vice President ..... John W. Huggins  
Secretary-Treasurer..... O. S. Wooten

ARTICLE IX

Additions to Property and Membership

Additions to the properties may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such properties. Where the applicable covenants require that certain additions be approved by this corporation, such approval must have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE X

Mergers and Consolidations

Subject to the provisions of the recorded covenants and restrictions applicable to the properties and to the extent permitted by law, the corporation may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE XI

Quorum for Any Action Governed by Articles  
IX AND X of these Articles

The quorum required for any action governed by Articles IX and X of these Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE XII

Dedication of Properties or Transfer of Function  
to Public Agency or Utility

The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE XIII

Dissolution

The Association may be dissolved during the first twenty (20) years following recordation of the Declaration only with the written assent of ninety percent (90%) of the membership; thereafter, by written assent of seventy-five percent (75%) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIV

Duration

The corporation shall exist perpetually.

ARTICLE XV

Amendments

Amendments of these Articles (not extending to dissolution) shall require the assent of seventy-five percent (75%) of the membership.

ARTICLE XVI

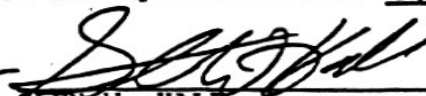
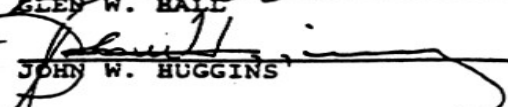
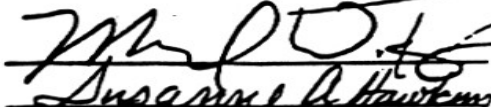
Declaration and Petition for Incorporation

The Incorporators shall prepare and extract from these Articles of Incorporation the necessary and proper information in order to file with the South Carolina Secretary of State the Declaration and Petition for Incorporation pursuant to Chapter 31, Title 33, of the South Carolina Code of Laws, 1976, as amended, and Acts amendatory thereto, to provide for the incorporation of THE MYRTLE TRACE HOMEOWNERS ASSOCIATION, INC. The charter issued by the Secretary of State pursuant to said Declaration shall be deemed incorporated in and made a part of these Articles.

Three (3) days' notice in The Sun News, a newspaper published in the County of Horry, has been given that the Declaration and Petition for Incorporation would be filed.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of South Carolina, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 25<sup>th</sup> day of October, 1983.

WITNESSES:

	_____	(SEAL)
GLEN W. HALL		
	_____	(SEAL)
JOHN W. HUGGINS		
		
Susanna A. Hawkins		



The State of South Carolina  
EXECUTIVE DEPARTMENT

CERTIFICATE OF INCORPORATION  
BY THE SECRETARY OF STATE

WHEREAS: Glen V. Hall, 100 Hickory Drive, Conway, SC  
John V. Huggins, 30 Cromwell Manor Dr., Columbia, SC  
O. S. Wooten, 7604 Yorkhouse Rd., Columbia, SC

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

THE MYRTLE TRACE HOMEOWNERS ASSOCIATION, INC.

which has been duly and regularly organized, did on the 31st day of

October, A. D. 19 83 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 Berry 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 THE MYRTLE TRACE HOMEOWNERS ASSOCIATION, INC.

THIRD: The place at which it proposes to have its headquarters or be located is 100 Hickory Drive Conway, SC

FOURTH: The purpose of the said proposed Corporation is to provide for maintenance, preservation, and architectural control of the residence lots and common area within the land owned by the members and this association.

PK-830 pg. 934

934 9

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

Glen V. Hall	100 Hickory Dr., Conway, SC	President/Director
O. S. Wooten	7604 Yorkhouse Rd., Columbia, SC	Secretary/Treas. Director
John V. Huggins	30 Cromwell Manor Dr., Columbia, SC	Vice 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 31st day of October in the year of our Lord one thousand nine hundred and 83 and in the two hundred and eighth year of the Independence of the United States of America.

JOHN T. CAMPBELL  
Secretary of State

BYLAWS OF  
THE MYRTLE TRACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is The Myrtle Trace Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 100 Hickory Drive, Conway, South Carolina, but meetings of members and directors may be held at such within the State of South Carolina, County of Horry, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to The Myrtle Trace Homeowners-Association, Inc., its successors and assigns.

Section 2. "The Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners of The Properties.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

Section 5. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 6. "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual Lot.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Living Unit or Townhome situated upon The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 8. "Member" shall mean and refer to every person or entity who is a record Owner of a fee or undivided fee interest in any Lot, Living Unit or Townhome, which is subject by covenants of record to assessment by 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 9. "Developer" shall mean and refer to Myrtle Trace a Partnership, or any person or entity who succeeds to the title of "Developer" to all or a portion of The Properties by sale or assignment of all of the interest of the Developer in The Properties if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure or a mortgage given by the Developer or a deed in lieu thereof. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation or Bylaws of the Association.

Section 10. "Declarant" shall mean and refer to International Paper Realty Corporation, or

(i) any person or entity who succeeds to the title of Declarant to all or a portion of The Properties by sale or assignment all of the interest of the Declarant in The Properties, if the instrument of sale or assignment expressly so provides, or by exercise of a right of foreclosure of a mortgage given by the Declarant or a deed in lieu thereof; or

(ii) any person or entity to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise



all rights and powers conferred upon Declarant by the Declaration, Articles of Incorporation or Bylaws of the Association.

Section 11. "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions Reservations and Restrictions -Myrtle Trace, The Retirement Community applicable to The Properties recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina.

Section 12. "Townhome" shall mean and refer to a single dwelling unit which is attached to another unit, each of which is located on a single Lot.

### ARTICLE III

#### Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify

the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE IV

##### Board of Directors; Selection; Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association; provided, however, that until the first annual meeting, there shall be only three (3) directors.

Section 2. Term of Office. At the first annual meeting, the Members shall elect two (2) directors for a term of one year, two (2) directors for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect successor directors for terms of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the

remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or Nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and

authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board Of Directors unless such absence shall have been excused by a majority of the Board; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereto to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against the Lots, Living Units and Townhomes, at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of the assessments to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to

issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Properties to be maintained,

(h) cause at least two parking spaces to be designated for the exclusive use of each Living Unit in a Multifamily structure and for each Townhome.

#### ARTICLE VIII

##### Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform, such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any

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

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section B. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 9. Compensation. No Officer shall receive compensation for any service he or she may render to the Association. However, any Officer may be reimbursed for his or her actual expenses incurred in the performance of their duties.

#### ARTICLE IX Committees

The Association shall appoint a Nominating Committee as provided in these ByLaws and an Architectural Control Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. No committee member shall receive compensation for any service he or she may render to the Association. However, any committee member may be reimbursed for his or her actual expenses incurred in the performance of their duties.

#### ARTICLE X Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, or other reasonable circumstances, be subject to inspection by any Member and by any holder, insurer or guarantor of any first mortgage. The Declaration, the Articles of Incorporation and the ByLaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Upon request, any owner or the holder of any first mortgage on any Lot, shall be entitled to a financial statement showing the statement of operations and the balance sheet of the Association for the immediately preceding fiscal year.

#### ARTICLE XI Assessments

As more fully provided in the declaration, each Member

- 10 -

ByLAWS

Rev. 10/16/92

Section 9 was amended to provide for reimbursement of expenses to committee members.



is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fourteen percent (14%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

#### ARTICLE XII

##### Corporate Seal

The Association may have a seal in circular form having within its circumference the words: The Myrtle Trace Homeowners Association, Inc.

#### ARTICLE XIII

##### Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

#### ARTICLE XIV

##### Miscellaneous

The fiscal year of the Association shall begin on the



Certification

I, the undersigned, do hereby certify:



That I am the duly elected and acting Secretary of  
The Myrtle Trace Homeowners Association, Inc., a South Carolina  
corporation, and,

That the foregoing Bylaws constitute the original  
Bylaws of said Association, as duly adopted at a meeting of the  
Board of Directors thereof, held on the 25<sup>th</sup> day of October,  
1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name  
and affixed the seal of said Association this 25<sup>th</sup> day of  
October 1983.

  
\_\_\_\_\_  
SECRETARY

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF ~~SOUTH CAROLINA~~ <sup>New York</sup> )  
COUNTY OF ~~Richland~~ <sup>New York</sup> )

PROBATE

PERSONALLY appeared before me Nancy Dowling  
and made oath that (s)he saw the within-named INTERNATIONAL PAPER  
REALTY CORPORATION, by Leonard H. Ronnie its President  
and Richard A. Shepard its Secretary, sign, seal,  
and as its act and deed, deliver the within-written Master Declaration  
of Covenants, Conditions, Reservations and Restrictions for the uses  
and purposes therein mentioned, and that (s)he with  
Dickie L. Mizurek witnessed the execution thereof.

Nancy Dowling

SWORN to before me this  
1<sup>th</sup> day of October, 1983.

Sherry Weinberg (L.S.)  
Notary Public for South Carolina

My Commission Expires: ENTERY WEINBERG  
Notary Public for New York  
Commission Expires March 22, 1985

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

PROBATE

PERSONALLY appeared before me Susanne A. Hawkins  
and made oath that (s)he saw the within-named MYRTLE TRACE, a South  
Carolina Partnership by Myrtle Trace Development Company, Inc., its  
Partner, by Glen W. Hall, its President, and John W. Huggins, its  
Secretary, sign, seal, and as its act and deed, deliver the within-  
written Master Declaration of Covenants, Conditions, Reservations  
and Restrictions for the uses and purposes therein mentioned, and  
that (s)he with Michael W. Tighe witnessed the execution  
thereof.

Susanne A. Hawkins

SWORN to before me this  
25<sup>th</sup> day of October, 1983.

M. W. K. (L.S.)  
Notary Public for South Carolina

My Commission Expires: 12-18-90

April 17, 1996

MEMO

TO: Myrtle Trace Homeowners  
FROM: Board of Directors  
SUBJECT: Amendment to Covenants and Bylaws

Attached is a copy of the amendment to the Bylaws relative to Annual Meetings. This Amendment was approved at the 1995 Annual Meeting of the MTHOA.

This copy of the Amendment is for insertion to page 3 (946) of the Bylaws in the "Blue Book".

Cordially,

Board of Directors  
Myrtle Trace Homeowners Assoc

Board Members:

Ted Ackley, Pres.  
Jack Peterman, Vice Pres.  
Cy Blackfan, Treas.  
Ted Paffenback, Secy.  
Fred Barrett, Dir at Large

*Amendment*  
*page 1*

ARTICLE III

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and subsequent regular annual meetings will be held each February beginning in 1997.

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BYLAWS

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