

06042

HORRY COUNTY ASSESSOR  
131-00-04-022

Map Blk Parcel  
7/13/88 2/28/81

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF MYRTLE BEACH R.V. RESORT

THIS DECLARATION made this 21st day of July,  
1987, by Myrtle Beach R. V. Resort Realty, Inc., hereinafter referred to  
as "Developer".

Deed BK 1232 pg 686

WITNESSETH:

WHEREAS, the Developer is an owner of certain real property in  
Horry County, South Carolina, described in "Exhibit A" attached hereto;  
and

WHEREAS, the Developer intends to develop and is developing  
portions of said property into a recreational vehicle lot subdivision with  
certain related amenities and common areas, and desires to subject said  
property so developed to the provisions of this Declaration all of which is  
and are for the benefit of the property of each owner thereof; and

WHEREAS, for the efficient preservation of the values and  
amenities of Myrtle Beach R.V. Resort (hereinafter referred to as the "RV  
Resort"), the Developer has caused to be incorporated under the laws of  
the State of South Carolina the Myrtle Beach R.V. Resort Owners  
Association, a non-profit corporation, and hereby delegates and assigns to  
it the powers of owning, maintaining and administering the common  
properties, amenities and facilities and administering and enforcing the  
covenants, conditions, restrictions, and easements, collecting and  
disbursing the assets and charges hereinafter created and promoting the  
recreation, health, safety, and welfare of the residents and preserving the  
natural and manmade environment.

NOW, THEREFORE, the Developer declares that the real property  
described in "Exhibit A", is and shall be held, transferred, sold, and  
conveyed and occupied subject to the covenants, restrictions, conditions,  
and easements, charges, and liens herein set forth.

ARTICLE I

DEFINITIONS

1.1 Assessment shall mean a share of the funds required for  
the payment of the Common Expenses from time to time is assessed by the  
Association against the Lot Owner.

080

1.2 Association shall mean Myrtle Beach R.V. Resort, its successors and assigns.

1.3 By-Laws shall mean the By-Laws of the Association.

1.4 Common Area or Common Properties shall mean and refer to those areas of land which are deeded to and/or leased to and/or owned by the Association and designated in said deed and/or lease as "Common Property". The term "Common Property" shall also include any personal property acquired by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Lot Owners, their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision, subject to the fee schedules and operating rules adopted by the Association. The Common Property includes, but is not limited to, the following: the water, sewage, cable television and electrical distribution facilities in the recreation area, parking areas, drainage facilities, swimming pools, bath houses, garbage and trash sites, L.P. gas lines, walkways, steps and docks, tennis courts, alleys, medians, green areas, lagoons, streams, ponds, easement areas designated as common areas, access easements across other real property, parks and the like as shown on the subdivision plat and any other areas which are for the common benefit and enjoyment of the owners of Lots and which are conveyed or leased as "Common Property". Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public. However, no part of the Property which may later be developed as additional phases of the development shall be included as Common Property nor shall the Association or any owner be entitled to any right, title or interest therein unless and until such adjoining area shall have been formally included as a part of the development by the Developer pursuant to the terms hereinafter contained. PROVIDED, HOWEVER, the Developer shall and does retain certain right to conduct commercial activities as outlined in Article IX, Section 12.

1.4.1 Buffer Zone shall mean and refer to those areas of land designated as buffer zones which are contained in the general description of "Common Area or Common Properties". These areas are subject to all of the limitations of the Common Areas as herein described and are further limited to preserve certain designated areas in a natural state for the esthetics of the development and for the enhancement of the naturally occurring wildlife. At no time may these areas be disturbed, encroached upon or altered for any purpose other than said enhancement.

1.5 Common Expenses shall mean the expenses for which the Lot Owners are liable to the Association, and shall include, but not limited to, the following:

(a) The actual or projected cost of operating and maintaining the Common Property as enumerated in Paragraph 1.4 above, telephone, legal, accounting or other professional fees, insurance and expenses, providing water, sewer, garbage disposal service, electricity, cable television, telephone;

(b) All taxes and assessments levied by any governmental instrumentality on the Common Property.

1.6 Declaration shall mean the covenants, conditions, and restrictions and all other provisions herein set forth in this entire Document, as same may from time to time be amended.

1.7 Developer shall mean and refer to Myrtle Beach R.V. Resort Realty, Inc., its successors and assigns.

1.8 Lot or Lots shall mean and refer to any lot in the subdivision together with such other lots as may be hereafter subjected to the provision of the Declaration by the Developer. Any plot of land shown on the subdivision plat which does not have a number designation shall not be considered as a Lot.

1.9 Lot Owner shall mean and refer to the record owner, whether one or more person, firm, association, partnership, corporation or legal entity, in fee title to any Lot. A lessee or tenant of the owner shall not be considered as the "Owner".

1.10 Member shall mean a member of the Association.

1.11 Occupant shall mean and refer to the occupant of a Living Unit who shall be either the Owner, a lessee or their guests or invitee.

1.12 Park Model shall mean a recreational vehicle containing less than 400 square feet which may be erected on certain lots for sale or rent by the Developer or Lot Owner.

1.13 Recreation Vehicle shall mean those vehicles including tent-type folding trailers, pickup campers, fifth wheel campers, modern travel trailers, motor homes, park models or other similar types of camping trailers and equipment that are mobile or semi-mobile which shall not exceed 400 square feet in living space. Any dispute as to whether or not a vehicle qualifies as a recreation vehicle shall be determined by the Architectural Review Board of the Association.

1.14 Plat shall mean any recorded plat of the property approved by the Developer as may be amended from time to time which shows and designates the separate lots in Common Property that are subject to the provisions of this Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

#### AND 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 described in Exhibit "A" attached hereto.

#### Section 2. Additions to Existing Property.

(a) Additions by the Developer. Added properties may become subject to this Declaration by the Developer, its successors and assigns who shall have the right to bring within the scheme of this Declaration those additional properties in the future stages of development described in Exhibit "B" attached hereto.

The additions authorized under this section by the Developer shall be made by filing of record one or more Supplemental Declarations of Covenants and Restrictions with respect to the additional property and by the filing with the Association a General Plan of Development for the

BCJ 1232 PAGE 689

proposed additions. Unless otherwise stated therein, such General Plan shall not bind the Developer to make the proposed additions.

(b) Mergers. The properties, rights and obligations of the Association 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 with 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

Section 1. Membership. Every person or entity who is a record owner of a fee and undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be an owner member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

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

Class A. Class A members shall be all lot owner members as herein defined except the Developer and shall be entitled to one vote for each lot owned. When more than one person holds such an interest in any one lot, the vote attributable to such lot shall be exercised as such persons may mutually determine, but in no event shall more than one vote be cast with respect to such lot.

Class B. Class B member shall be the Developer who shall have four votes for each lot in which it holds an interest. The Class B membership and all rights appurtenant to such membership shall expire

upon the occurrence of the following: 1) written notice to the Association from the Developer that it voluntarily gives up its Class B membership; 2) conveyance by the Developer of the last portion of any property which is the subject to this Declaration.

Section 3. Developer's Membership on the Board of Directors.

Notwithstanding the above, so long as the Developer is the Owner of Five (5) or more Lots it shall have the right to designate and select at least one of the persons who shall serve as members of each Board of Directors of the Association. The Developer shall have the right to remove any person or persons selected by it to act and serve on said Board and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed from the remainder or the unexpired term of any Director so removed. Any Director designated and selected by the Developer need not be a Lot Owner. Anything to the contrary notwithstanding the power of the Developer to designate Directors shall terminate on 31 December 1995.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary order and repair in compliance with standards set by the Board of Directors of the Association.

Section 2. Title to Common Property. The Developer hereby covenants for itself, its successors and assigns, that on or before June 1, 1990, it will convey to the Association, a fee simple title to the Common Property, subject, however, to all liens and encumbrances of record.

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

(a) The right of the Developer, and of the Association to dedicate, transfer or convey all or any part of the Common Property, with or without consideration, to any successor association, governmental body,

1091

district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Property by the Members of the Association;

(b) The right of the Developer, and of the Association, to grant and reserve easements and right-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, electricity, gas and other utilities and services, including a cable (CATV) or community antenna television system and irrigation or lawn sprinkler systems and the right of the Developer to grant and reserve easements and rights-of-way through, over and upon and across the Common Property for the completion of the Property, and for the operation and maintenance of the Common Property;

(c) The right of visitors, invitees, etc., to ingress and egress in and over those portions of the Common Property that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Property in the case of landlocked adjacent owners) to the nearest public highway;

(d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; provided, however, that the right of a Member to ingress and egress over the roads and/or parking areas for the limited purpose of access to and from that Member's Lot shall not be suspended;

(e) The rights of the Association, in accordance with law, and its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Property and in pursuance thereof to mortgage the same;

(f) All easements, restrictions, reservations and conditions of record prior to the time of the execution of this Declaration by the Developer;

(g) A perpetual, non-exclusive easement across the Property for access, egress, ingress, utilities, drainage and all other purposes

reasonably necessary or appropriate (in the sole discretion of the Developer, its successors and assigns) for the use and occupancy of and development of and construction of improvements upon any property owned by the Developer or by Myrtle Beach R.V. Resort.

Section 4. Delegation of Use. Any member may delegate his right of enjoyment to the Common Areas and facilities to the members of his family, to his tenants, guests, licensees and agents subject to such general regulations as may be established from time to time by the Association.

Section 5. Buffer Zone. The Developer has designated certain areas of the land within the "Common Area or Common Properties" of the Park as buffer zones. The buffer zone areas shall be maintained by the Developer in their natural state to maintain the esthetics of the development and the enhancement of the naturally occurring wildlife. At no time shall these areas be disturbed, encroached upon or altered for any purpose other than said enhancements.

Section 6. Damage or Destruction of Common Area by Owner.

In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize and direct the Association to repair said damaged area; the Association shall repair said damaged area in good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount incurred for such repairs shall become a special assessment upon the Lot of said Owner and if remaining unpaid after 30 days from date of assessment shall become a lien against such Lot.

#### ARTICLE V

#### USE OF COMMON PROPERTY

A Lot Owner is entitled to the exclusive possession of his Lot subject to the provisions of this Declaration. Such Lot Owner shall be entitled to use the Common Property in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon



the lawful rights of other Lot Owners. Each Lot Owner shall also hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Lot Owner in the Association shall be acquired pursuant to the provision of the Certificate of Incorporation of the Association and By-Laws of the Association.

#### ARTICLE VI

##### COMMON EXPENSES AND SURPLUS

The Common Expenses of the Association shall include the expenses of the operation, maintenance, repair, improvement, insurance or replacement of the Common Property, cost of carrying out the powers and duties of the Association and any other expense designated as Common Expense by the Association. Each Lot Owner shall be responsible and liable for an equal share of the Common Expenses regardless of the purchase price, size or location of the lot. Developer will maintain, at its own expense, unsold Lots, which Lots will not be subject to maintenance fees, assessments and the like until sold. Common Surplus is owned by the Lot Owners in the same shares as their ownership interest in the Common Property as set forth above. Provided, however, a share in the Common Surplus does not include the right to withdraw or require payment or distribution of the same except as otherwise set forth herein.

#### ARTICLE VII

##### MAINTENANCE, ALTERATION AND IMPROVEMENTS

Responsibility for the maintenance of the Property and restrictions on the alteration and improvement thereon shall be as follows:

7.1 Common Property - The maintenance and operation of the Common Property shall be the right and responsibility of the Association and expense associated therewith shall be designated as Common Expense. After the completion of the improvements, including the Common Property contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Property that shall cost in excess of \$10,000.00 without prior authorization of the Board of Directors of the Association, and ratified by the affirmative vote of Lot Owners casting not less than sixty-six and two-thirds (66 2/3%) per cent of the total votes of the members of the Association present or represented

by proxy at any regular or special meeting of the Lot Owners called for that purpose. The cost of the foregoing shall be assessed as Common Expenses. There shall be no change in the shares and rights of Lot Owners in the Common Property altered or further improved whether or not the Lot Owner contributes to the cost of such alteration(s) or improvements.

7.2 Maintenance of Lots - It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition of such Lot or vehicles or structures thereon which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. General lawn maintenance and weeding, on every lot shall be the responsibility and expense of the Association, except for excessive or extraordinary maintenance, which shall be the responsibility and expense of each Lot Owner. Subject to the foregoing, every Owner shall maintain the structures and grounds on each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot to the Association and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. Any owner may choose to perform maintenance on

his own yard that would normally be the responsibility of the Association, but in no event, shall such Owner be entitled to any offset or deduction in his assessment, for performing such maintenance. The Association is hereby granted a perpetual easement across each lot for the purpose of carrying out its responsibilities under this Section.

7.3 Contracts - The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Property. The Board may likewise enter into a contract with the owners of any public or private utility for the furnishing of such services as electricity, sewage disposal to the Property, water and garbage service, gas service, cable television, telephone, pool maintenance and other general services beneficial to the Resort.

7.4 Architectural Control - No building, fence, wall or other structure, and no change in topography, landscaping or any other item shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to the same's compliance with this Declaration, the same's harmony of the external design and location in relation to the surrounding structures and topography by the Developer. Provided, however, that upon the Developer's selling of all the Lots in the subdivision, this right of approval shall be transferred to an architectural review board of the Association. Such architectural review board shall be comprised of not less than three (3) members to be appointed by the Board of Directors of the Association. Provided, further, that the Developer may transfer its rights of approval under this Declaration prior to its selling all of the Lots in the Property if it so chooses. In the event the Developer or the architectural review board fails to approve or disapprove any request within thirty (30) days after complete written plans and specifications have been submitted to it, the same shall be deemed approved, and this article shall be deemed to have been fully complied with, provided, however, that no such failure to act shall be deemed an approval of any matters specifically prohibited by any other provision of this Declaration. Refusal

1094

or approval of plans, specifications and plot plans or any of them may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or the architectural review board may deem sufficient. Any change in exterior appearance of any building, wall, fence or other structural improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The transfer of control shall not be mandatory on the part of the Developer if the Developer has brought another phase under the terms of this Declaration on or before the time the last Lot in the other phase or phases has been sold.

#### ARTICLE VIII

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each owner of any lot by acceptance of a deed thereof, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments and charges established herein and paid in the manner hereinafter provided.

All such assessments, together with 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 interest thereon and costs of collection thereof, 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. General Assessments.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvements, maintenance, replacement and operation of the Common Area and facilities and to preserve the natural and manmade environment.

(b) Contribution by Developer. To the extent the Developer owns Living Lots which are occupied, such property shall be assessed as

provided above. The Developer shall not be assessed without its consent for unsold lots or land in the Resort.

(c) Annual Assessment.

(1) The Developer shall establish the annual assessment for the portion of the calendar year remaining from the date of dedication.

(2) From and after January 1 of the year immediately following the commencement of assessments each year the Board of Directors of the Association shall have authority to establish the general assessment.

(d) Method of Assessment. By a vote of 51% of the Directors, the Board shall fix the annual general assessment upon the basis provided that the General Assessment shall be sufficient to meet the obligations imposed by this Declaration. The Board shall set the date such assessment shall become due.

Section 3. Parcel Assessments. Parcel assessments shall be used for such purposes as are authorized by any Supplementary Declaration for a given Parcel. The assessment shall be levied by the Association against lots in a parcel using the basis set forth in any Supplementary Declaration for the given parcel and collected and disbursed by the Association. By a vote of 51% of the Directors, the Board shall fix the annual parcel assessment for each parcel and date such assessment become due. PROVIDED HOWEVER, no assessment shall be levied against unsold lots or undeveloped parcels owned by the Developer without the Developer's consent.

Section 4. Special Assessment. In addition to the annual general assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year and payable as determined by the Board of Directors. Such payment to be made in accordance with the terms and conditions set forth in the special assessment levy for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, replacement or refinancing of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment

1 00

shall have the assent of the Developer and 51% vote of the Class A members of the Association which are cast on the question.

Section 5. Special Parcel Assessments. In addition to the annual assessments authorized above, the Association shall levy in any assessment year a special assessment against the lots of the parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement and refinancing of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3rds of the votes of the Owners of lots in the parcel which are cast on the question.

Section 6. Date of Commencement of Annual Assessments. The first day of the month following the day of conveyance of a lot to any Owner at which time it will become an Assessable Unit, providing, it becomes an Assessable Unit during the first fifteen days of that month; the first annual general assessment of any Assessable Unit shall commence on and be prorated to the first day of the month in which it first becomes an Assessable Unit, providing it becomes an Assessable Unit during the first fifteen days of that month; otherwise, the first annual general assessment shall be prorated to the first day of the following month; except that no assessments within a parcel shall commence until the first day of the month following conveyance of the First Lot to an Owner. Said assessment shall be paid on a monthly basis.

Section 7. Effect of Nonpayment of Assessments: Remedies of  
the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at a percentage rate no greater than 12% per annum, provided however, that the Board may waive such interest for good cause shown. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full, plus interest and costs of collection. No Owner may waive or otherwise escape liability

for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter become due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) 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; (2) all Common Areas; (3) all properties exempted from taxation by state and local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLES IX

#### USE OF PROPERTY

It is the specific intent of this Declaration to create and maintain a resort for Recreation Vehicles. All Lots shall be restricted to use for recreational campsites, camping vehicles, including but not limited to, modern travel trailers, park models, motor homes and other similar type of camping trailers and equipment that are mobile. No Lot Owner, or member, or their heirs or assigns shall, construct or locate on any Lot the following:

- (a) Mobile homes;
- (b) Carport, metal awings or any other type of permanent extension or overhanging (except approved by architectural review committee);

TM

(c) Any structure (except as approved by architectural review committee) which cannot be transported within the pulling vehicle or the vehicle installed on the Lot itself;

(d) Folding tents not mounted on wheels;

(e) Round umbrella type reuseable clothes line facilities only are permitted and no other type of clothes line shall be installed;

(f) Any storage sheds of any kind (except approved by Architectural Review Committee);

(g) No fences, radio and TV antennas shall be erected on any Lot nor shall more than one (1) Recreation Vehicle be located on any one (1) Lot.

(h) No boats shall be stored on any lot.

(i) Not more than two passenger type vehicles (automobile or pickup) shall be permitted on any lot in addition to the recreational vehicle.

Section 1. Park Models. Park models as used herein shall mean all park models except park models longer than 40 feet or wider than 12 feet in a fully installed condition (which 12 feet includes tipouts or slideouts) of which exceed 400 square feet, notwithstanding that any county, state or federal government or agency identifies or licenses such trailers prohibited hereunder as "Recreation Vehicles". Park models will adhere to all local building codes in reference to anchors, sewer and water hook-ups. All park models will be skirted, and towing hitches and LP tanks will be placed in an inconspicuous place.

Section 2. Nuisances. No noxious or offense activity shall be carried on or shall anything be done in the subdivision tending to cause discomfort or a nuisance to the neighborhood. There shall not be maintained any plant, poultry, animal other than household pets, or devises or things of any sort, the normal activity or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of other property in the neighborhood. Dogs, cats, and other pets are to be carried in vehicles or kept on a leash while outside of the Owner's recreational vehicle. Under no circumstances are such animals to be left unattended outside the



Owner's recreational vehicle and all pets are to be fed and watered inside the Owner's vehicle. Owners are absolutely responsible for complete clean up and removal of pet waste that may cause a nuisance to the R.V. Park... No fireworks or firearms are permitted to be discharged at any time within the Park. In the event that any RV located upon any owned lot becomes deteriorated or depreciated to the point that it is unsightly and creates a nuisance to the Park, the Board shall be authorized to require the Owner to improve the appearance of said RV or direct its removal from the Park upon giving thirty (30) days written notice to the Owner. In the event the Owner fails to make corrections or removals within the thirty (30) days, the Board of Directors shall have authority to remove the same from the Park at the Owner's expense.

Section 3. Mail Boxes. Each section of the Park shall have a cluster of mail boxes located in a common area as designated by the Board of Directors of the Association. Upon residency, a unit owner shall notify the Postmaster at North Myrtle Beach that he is now a resident and will have assigned to him an address which shall be installed on a particular unit's mail box. The Owner will be given a key to the cluster mail box from the Park's offices.

Section 4. Protection of Trees. No trees located on any residential lot shall be removed without the approval of the Architectural Review Board unless such trees are destroyed by lightning, wind storm, or other conditions of weather or by disease.

Section 6. Damage to Premises - All Common Area. If any recreational vehicle is substantially damaged by fire, wind storm or other cause, the Home Owner in the case of a recreational vehicle or the Owner's Association in the case of a common area, shall repair or remove the damage within a reasonable time or the Developer may do so at the Owner's expense. If the Owner elects to repair the damage, such repair shall begin as soon as practical after the damage has occurred. All debris shall be removed immediately.

Section 7. Maintenance. Each Owner shall keep his lot and all improvements thereon in good order and repair free of all debris including but not limited to seeding, watering, mowing of lawns, pruning, cutting of

all trees and shrubbery in a manner and with frequency as is consistent with good property management and under the direction of the Architectural Review Board. Garbage is to be kept in trash bags and stored in mobile totter units or other containers approved by the Architectural Review Board. On trash pick-up days, said mobile totters are to be wheeled to the edge of the driveway and after pick-up restored to an inconspicuous area.

Section 8. Utility Installations. All electrical service, telephone and cable television lines shall be placed underground and no outside electrical lines shall be placed overhead.

Section 9. Prohibition Against Sub-division. No further subdivision of lots shall be permitted.

Section 10. Prohibition Against "Time-Sharing". No Lot shall be "time-shared", nor shall any Lot or structure be owned, used or operated in violation of the statutory provisions regulating Vacation Time Sharing Plans, nor shall any Lot be owned, used or operated so as to constitute such Lot or structure as a "time-sharing unit" within the meaning of the code of laws of South Carolina.

Section 11. Outside Toilet. No outside toilets shall be installed or allowed on any Lot. The Developer has or will install usable and adequate sanitary facilities as provided by the laws of the State of South Carolina.

Section 12. Commercial Activity. No commercial activity of any kind whatsoever shall be conducted on or from any of the RV Lots on the Property. PROVIDED HOWEVER, the foregoing shall not prevent the Developer from designating certain areas in the Property, including Lots owned by the Developer, for the Developers commercial use, such as rental offices, temporary sales offices, miniature golf courses, carpet golf courses, club houses with kitchen facilities, game rooms, laundry rooms and such other incidental operations as shall be beneficial to the Park. Lot Owners are prohibited from placing "for sale" signs anywhere on their Lot.

Section 13. Other Restrictions. Other reasonable rules and restrictions governing use and occupancy and which do not alter or are

703

not in contradiction of any of the foregoing provisions may be made and amended from time to time by the Association, provided that such Rules or Regulations do not impair or infringe upon the Developer's rights hereunder, without the prior written consent of the Developer, in the manner provided by the Association's Certificate or Incorporation or By-Laws.

Section 14. Interference With Developer. Neither the Lot Owners nor the Association nor their use of the Property shall interfere with the completion of the contemplated improvements or sale of said Lots by the Developer. The Developer may make such use of the unsold Lots and the Common Property as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display sale signs, showing the Lots for sale to prospective purchasers, and renting of unsold Lots to the public.

Section 15. Right of Entry for Emergency. In case of any emergency originating in or threatening any Lot or Common Property, regardless of whether the Lot Owner is present at the time of such emergency, the Board of Directors of Association or any other person or firm authorized by it, or the managing agent, shall have the right to enter such Lot for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

Section 16. Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter upon Lot for the purpose of performing any maintenance, alteration or repair to any portion of the Common Areas or Property, the Lot Owner of each Lot shall permit the duly constituted and authorized agent of the Developer or the Association, to enter upon his Lot.

#### ARTICLE X

#### INSURANCE

Section 1. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Property and the Lots and insuring the Association and the Lot Owners as it and their interests appear, and in such amount as the Board of Directors of the Association may determine

ndl

from time to time. Said insurance shall include, but not limited the same, to water damage, if available, legal liability, hired automobile non-owned automobile and off the premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Lot Owners as a group to a Lot Owner. Premiums for the payment of such insurance shall be paid by the Association as a Common Expense.

Section 2. Casualty Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Property, including personal property owned by the Association, in and for the interest of the Association, all Lot Owners and their mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board of Directors of the Association and in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. The premium for such coverage and any other expenses in connection therewith shall be paid by the Association and charged as a Common Expense. The company or companies with whom the Association shall place insurance coverage as provided in this Declaration shall be good and responsible companies authorized to do business in the State of South Carolina.

Section 3. Repair After Casualty. If any part of the Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) If the damaged improvement is Common Property, the same shall be reconstructed or repaired by the Association subject to the following provisions:

(b) When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain at least three (3) reliable and detailed estimates of the cost to repair or rebuild.

(c) If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made

against the Lot Owners in sufficient amounts to provide funds for the payment of such cost. Such assessments on account of damage to Common Property shall be in proportion to the Owner's share in the Common Property.

Section 4. Developer's Easement to Correct Drainage. For a period of five years from the date of conveyance of the first lot in a parcel, the Developer reserves a blanket easement and right on, over and under the ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

#### ARTICLE XI

#### COMPLIANCE AND DEFAULT

Each Lot Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto. Failure of the Lot Owner to comply therewith shall entitle the Association, other Lot Owners, or the Developer, as the case may be, to the following relief in addition to other remedies provided in this Declaration, the By-Laws and the laws of the State of South Carolina.

(a) The Association, the Developer and appropriate employees, pursuant to authorization from the Board of Directors, are hereby empowered to enforce this Declaration, By-Laws, Rules and Regulations of the Association, and may bring any proceeding at law or in equity against the person(s) violating or attempting to violate any such covenant, restriction or regulation.

(b) A Lot Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his acts, negligence or carelessness or by that of any member of his family, his

70r

lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or its appurtenants, or of the Common Property.

(c) In any proceeding arising because of an alleged failure of a Lot Owner to comply with the terms of this Declaration, By-Laws, Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees, as they may be awarded by the court; including any actions brought by the Developer to enforce such documents.

(d) The failure of the Developer, the Association, or any Lot Owner to enforce any covenant, restriction of this Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of 10 years, unless at the expiration of the 20 year term or any 10 year term extension period the covenants and restrictions are expressly terminated by an instrument signed by the Developer, until such time as the Developer (Class B membership) shall expire and then by not less than 75% of the owners present and voting. Any such termination must be recorded.

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by the Developer, until such time as the Developer (Class B membership) shall expire, and then by not less than 66 2/3% of the Lot Owners/Members. Any such amendment shall be recorded in the public records of Horry County.

707

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand and seal this 21st day of July, 1987.

Witnesses:

MYRTLE BEACH R. V. RESORT REALTY, INC.

Patsy R. Eaddy  
W. C. Coffey, Jr.

By: Joseph J. Saleeby  
Its: President

ATTEST: [Signature]  
Its: Secretary

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

PROBATE

PERSONALLY appeared before me Patsy R. Eaddy and made oath that she saw the within-named Myrtle Beach R. V. Resort Realty, Inc., by Joseph J. Saleeby its President, sign, seal and as its act and deed, deliver the within Declaration of Covenants, Conditions, Restrictions and Easements of Myrtle Beach R. V. Resort for the uses and purposes therein mentioned, and that she with W. C. Coffey, Jr., witnessed the execution thereof.

SWORN to before me this 21st day of July 19 87.

W. C. Coffey, Jr.  
Notary Public for South Carolina  
My Commission Expires: 11/19/89

[Signature]

[Handwritten mark]

EXHIBIT A

All that piece, parcel or tract of land lying, being and situate in Little River Township, Horry County, South Carolina, containing 34.17 acres, more or less, bounding on the Northeast by the right-of-way of South Carolina Highway S-236; On the Southeast by the Salt Marsh; On the Southwest by Cherry Grove FFA Camps; On the Northwest by Little River Neck Road (S. C. Road 236), all of which is more particularly described on a plat made by DDC Engineers, Inc., by Larry T. Beasley, RLS, dated July 6, 1988, recorded in the Office of the Clerk of Court of Horry County in Plat Book 100 at Page 253, and having such boundaries, metes, courses and distances as are shown and delineated on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina.

The above described tract having been conveyed to Myrtle Beach R. V. Resort Realty, Inc. by deed of James A. Ham, G. Ray Coker, John N. Jordan, Joseph J. Saleeby and J. Blakeney Jackson, Jr., dated June 17, 1987, recorded in the Office of the Clerk of Court of Horry County in Deed Book 1269 at Page 606.

Said tract being designated as Horry County Tax Map Parcel Number 131-00-04-022.

7/21



*J*

*Deed BK 132*  
*pg. 30*

*118444*

FILED  
HORRY COUNTY, S.C.  
MAY 26 PM 1:24  
R.H.C.

HORRY COUNTY ASSESSOR  
131-22-01-001 thru 179

Map \_\_\_ Blk \_\_\_ Parcel  
131-23-01-001 thru 117  
*5-30-89 jlf*

STATE OF SOUTH CAROLINA )  
  ) FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
  ) CONDITIONS, RESTRICTIONS AND EASEMENTS  
  ) OF MYRTLE BEACH R. V. RESORT  
COUNTY OF HORRY )

This FIRST AMENDMENT OF THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS OF MYRTLE BEACH R. V. RESORT,  
made this 28 day of April, 1989 by Myrtle Beach  
R. V. Resort Realty, Inc., hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, the "Developer" did, on the 21st day of July 1987,  
execute Declaration of Covenants, Conditions, Restrictions and  
Easements of Myrtle Beach R. V. Resort, which "DECLARATION" was duly  
recorded in the Office of the RMC of Horry County in Deed Book 1,232 at  
Page 686, and

WHEREAS, Article XII, Section 2, entitled "Amendment", provides  
that the "Developer" shall have authority to amend the aforesaid  
"Declaration" so long as it shall retain its Class B membership, and

WHEREAS, the "Developer" as of this date has made no conveyance of  
lot in the recreational vehicle park to which the "Declaration" applies  
and now desires to amend the same.

NOW, THEREFORE, the "Developer" does hereby amend ARTICLE IX - USE  
OF PROPERTY, by inserting therein Section 17 as follows:

Section 17. The Developer hereby reserves an easement for  
the installation of water and sewer services measuring 15  
feet in width (7 1/2 feet on each side of center line) across  
the common area, common property and individual lots as  
reflected on the sewer and water plans of the RV Park  
prepared by D.D.C. Engineers, Inc., which plans are on file  
in the City Hall of North Myrtle Beach, South Carolina. The  
Developer further reserves the right to approve the location  
of any building, structure or permanent improvement within  
the easement by any lot owner prior to the construction  
thereof.

In all other respects, the aforesaid Declaration of Covenants, Conditions, Restrictions and Easements of Myrtle Beach R. V. Resort dated 21 July 1987 are hereby confirmed.

IN WITNESS WHEREOF, the undersigned being the Developer herein, has hereto set its Hand and Seal the day and year first above written.

Witnesses:

Shannon P. Lukas

Ed Blanton

MYRTLE BEACH R. V. RESORT REALTY, INC.

BY: Joseph J. Saleeby  
Joseph J. Saleeby, President

BY: J. Blakeney Jackson, Jr.  
J. Blakeney Jackson, Jr., Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF )

Personally appeared before me Shannon P. Lukas

who being duly sworn says that (s)he saw the within named Myrtle Beach R. V. Resort Realty, Inc., by its President, Joseph J. Saleeby and by its Secretary, J. Blakeney Jackson, Jr., sign, seal and as its act and deed deliver the within written First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Myrtle Beach R. V. Resort for the uses and purposes therein mentioned and that (s)he with

Ed Blanton witnessed the execution thereof.

SWORN to before me this 25<sup>th</sup>  
day of April, 1989.

Shannon P. Lukas

Douglas W. Walters  
Notary Public of South Carolina

My Commission Expires: MAY 3, 1998