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Deed CB 667 pg. 496
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STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

HOLIDAY TOWERS, INC., A SOUTH CAROLINA CORPORATION,

TO
HOLIDAY TOWERS HORIZONTAL PROPERTY REGIME

1980 FEB 14 P 2 31
WILLIAM RICHARDSON
CLERK OF COURT

AMENDMENT TO MASTER DEED OF HOLIDAY TOWERS HORIZONTAL PROPERTY REGIME

WHEREAS, the Master Deed from Holiday Towers, Inc. to Holiday Towers Horizontal Property Regime was executed on December 7, 1979 and recorded in the Office of Clerk of Court for Horry County in Deed Book 661 at Page 575 and;

WHEREAS, Holiday Towers, Inc., the Grantor on said Deed, is desirous of amending said Master Deed to eliminate the question on the probate clause on said Master Deed as it appears on Page 586 in said Deed Book and;

WHEREAS, no deeds have been issued from the Holiday Towers Horizontal Property Regime, and the developer-grantor Holiday Towers, Inc., finds it advisable to make changes in the prior Master Deed filing in Deed Book 661 at Pages 575, 576, 583, 584, 586, 590, 591, 592, 594, 601, 602, 606, 613, 617 and 618;

NOW, THEREFORE, said Master Deed is hereby amended, corrected, published and declared by Holiday Towers, Inc., a South Carolina corporation, (hereinafter referred to as "Grantor") with its principal offices and place of business in Myrtle Beach, Horry County, State of South Carolina, this 14th day of February, 1980, whose tax mailing address is: P. O. Box 2190, Myrtle Beach, S. C. 29577.

FIRST: The purpose of this Master Deed (as herein amended) is to establish, pursuant to the Horizontal Property Act of the State of South Carolina, a horizontal property regime to be known as Holiday Towers Horizontal Property Regime (hereinafter referred to as the "Regime"). The land and improvements to be submitted to the provisions of the Horizontal Property Act and to the terms of this Master Deed are described within this Master Deed as the Condominium Property. Grantor, by filing of record this Master Deed, publishes and declares that the Condominium Property shall be owned, occupied, used, conveyed, encumbered, leased and improved in accordance with the provisions of

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Section 10.4. Covenants Running With the Land. All provisions of this Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein including, but not limited to, every unit and the appurtenances thereto; and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

Section 10.05. Duration. So long as South Carolina law limits the period during which covenants restricting lands to certain uses may run, it shall be the duty of the Board of Directors to cause the covenants contained herein, as amended from time to time, to be extended when necessary by filing a document bearing the signatures of a majority of the then owners reaffirming and newly adopting the Declaration and covenants then existing in order that the same may continue to be covenants running with the land. Such adoption by a majority shall be binding on all, and each owner of any unit, by acceptance of a deed therefor, is deemed to agree that the Declaration and covenants may be extended as provided in this Section.

Section 10.06: By-Laws. A true copy of the By-Laws of the Association, which together with this Declaration, shall govern the administration of the development, is incorporated herewith and made a part hereof.

Section 10.07. Enforcement. Each owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant hereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his unit. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages, and legal fees or for injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.08. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XI

COMPLIANCE

These Declarations are intended to comply with the requirements of the Horizontal Property Act of South Carolina. In case any of these Declarations conflict with the provisions of the law, it is hereby acknowledged that the Statute will prevail.

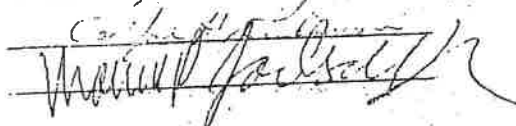
If conflicts or inconsistencies develop between the various documents establishing this regime, it is understood that the order of priority shall be as follows:

- (1) Master Deed
- (2) Declarations of Covenants, Conditions, and Restrictions
- (3) By-Laws

WITNESS the Corporate Hand and Seal of Holiday Towers, Inc. this

14th day of February, 1980.

In the Presence of:



HOLIDAY TOWERS, INC., A South Carolina Corporation

By H. Clayton B. Floyd President

By [Signature] Secretary

ARTICLE VIII

USE RESTRICTIONS

Section 8.01. Residential and Office Purposes. All units contemplated shall be and the same hereby restricted exclusively to one family residential use except that Declarant, its successors or assigns, or successors in title, may utilize Unit 105 and PH 1 (1501) as offices. Owners may sub-lease or enter into other rental arrangements as to their individual units. No structures of a temporary character, including but not limited to a trailer, a tent, a shack, a car garage, a barn or other outbuildings shall be erected or constructed on any portion of any of the property at any time. No boats may be parked in the common areas.

Section 8.02. Freehold Estate. Each unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof, and of the Act.

Section 8.03. Construction and Sale Period. Notwithstanding any provisions herein to the contrary, it shall be expressly permissible for the Declarant or the builder, or their successors or assigns, of said units, to maintain, during the period of construction and sale of said units, upon such portion of the property as the Declarant or its successors or assigns may deem necessary, such facilities as in the sole opinion of the Declarant, or its successors or assigns, may be reasonable required, convenient or incidental to the construction and sale of said units, including but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 8.04. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property.

Section 8.05. Signs and Business Activities. No advertising signs, billboards, unsightly objects, or nuisances, shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any unit or any resident thereof. No business activities of any kind whatsoever shall be conducted in any building or in any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboards of the Declarant, its agents or assigns during the construction and sale period.

Section 8.06. Use of Common Area. Except for the right of ingress and egress, the owners of units are hereby prohibited and restricted from using any of said common area except as may be allowed by the Board of Directors or as expressly provided herein. It is expressly acknowledged and agreed by all owners that this paragraph is for the mutual benefit of all owners in the development and is necessary for the protection of said owners.

Section 8.07. Maintenance of Fixtures and Equipment. All fixtures and equipment installed within a unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the interior walls of a unit, shall be maintained and kept in repair by the owner thereof. An owner shall do nothing that will impair the structural soundness or integrity of the building or impair any easement nor do any act nor allow any condition to exist which will adversely affect the buildings, any units or their owners.

Section 8.08. Exterior Antennas. No exterior television or radio antennas shall be placed on any improvements without prior written approval of the Board of Directors.

Section 8.09. Equal Treatment. Other than as expressly provided herein, no action shall at any time be taken by the Association or its Board of Directors which would favor any owner or owners over any other owner or owners.