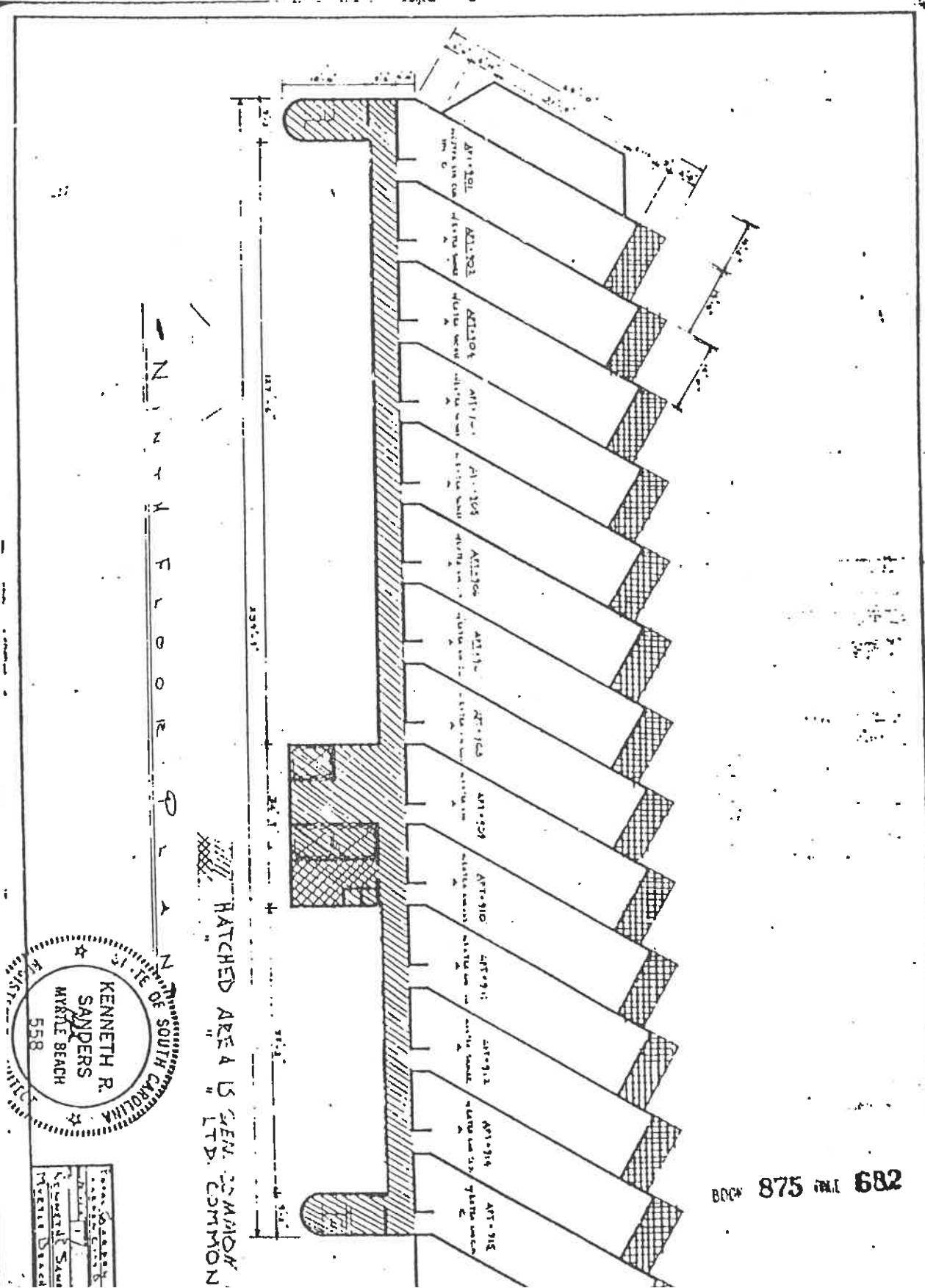


E I S A T H F L O O R E

HATCHED AREA 5 GEN COMMISSION



KENNETH R. SANDERS
 SECRETARY
 HYATTE BEACH



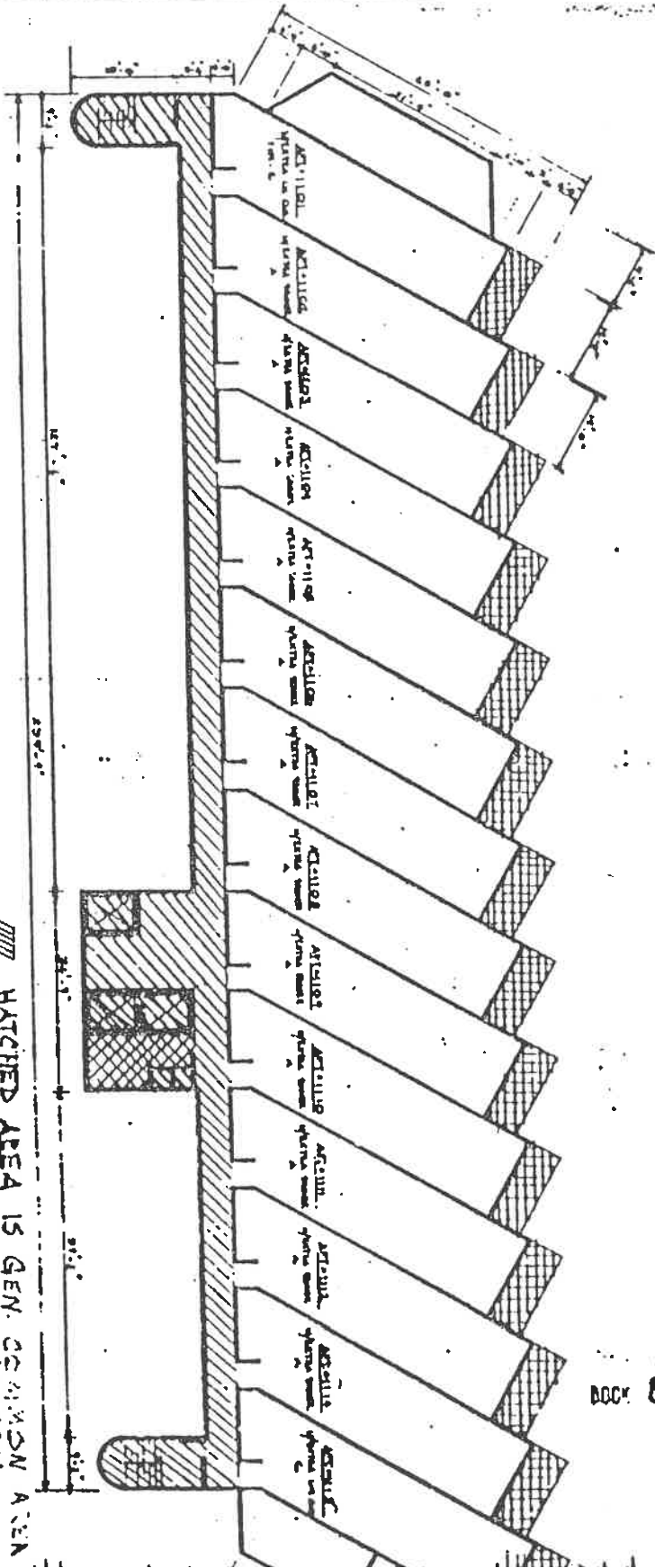
KENNETH R. SANDERS
 MYRTLE BEACH
 558

Myrtle Beach
 Myrtle Beach
 Myrtle Beach

BOOK 875 PAGE 682

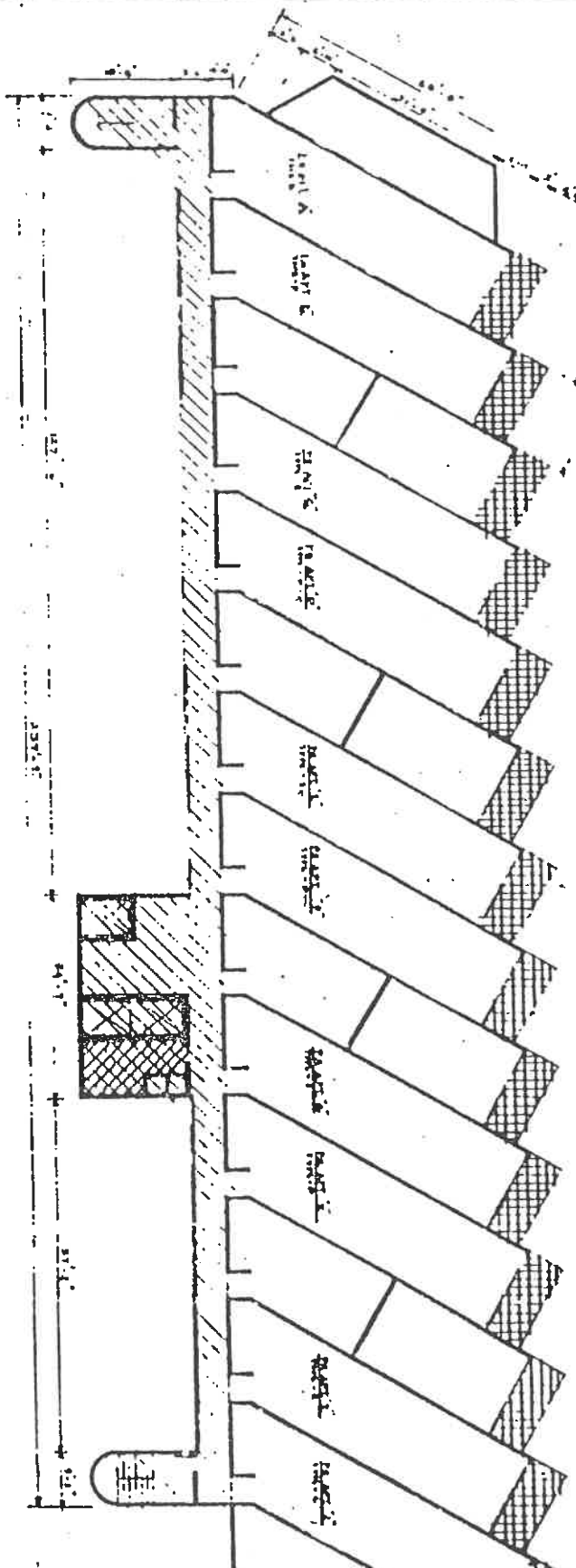
B-E L E V E N T H F E L D O R P L A

HATCHED AREA IS GEN. COMMON AREA



STATE OF SOUTH CAROLINA
 KENNETH R. SANDERS
 MYRTLE BEACH 558

RECORDED
 DEPARTMENT OF REVENUE
 MYRTLE BEACH



OFFICE HOUSE FLOOR PLAN

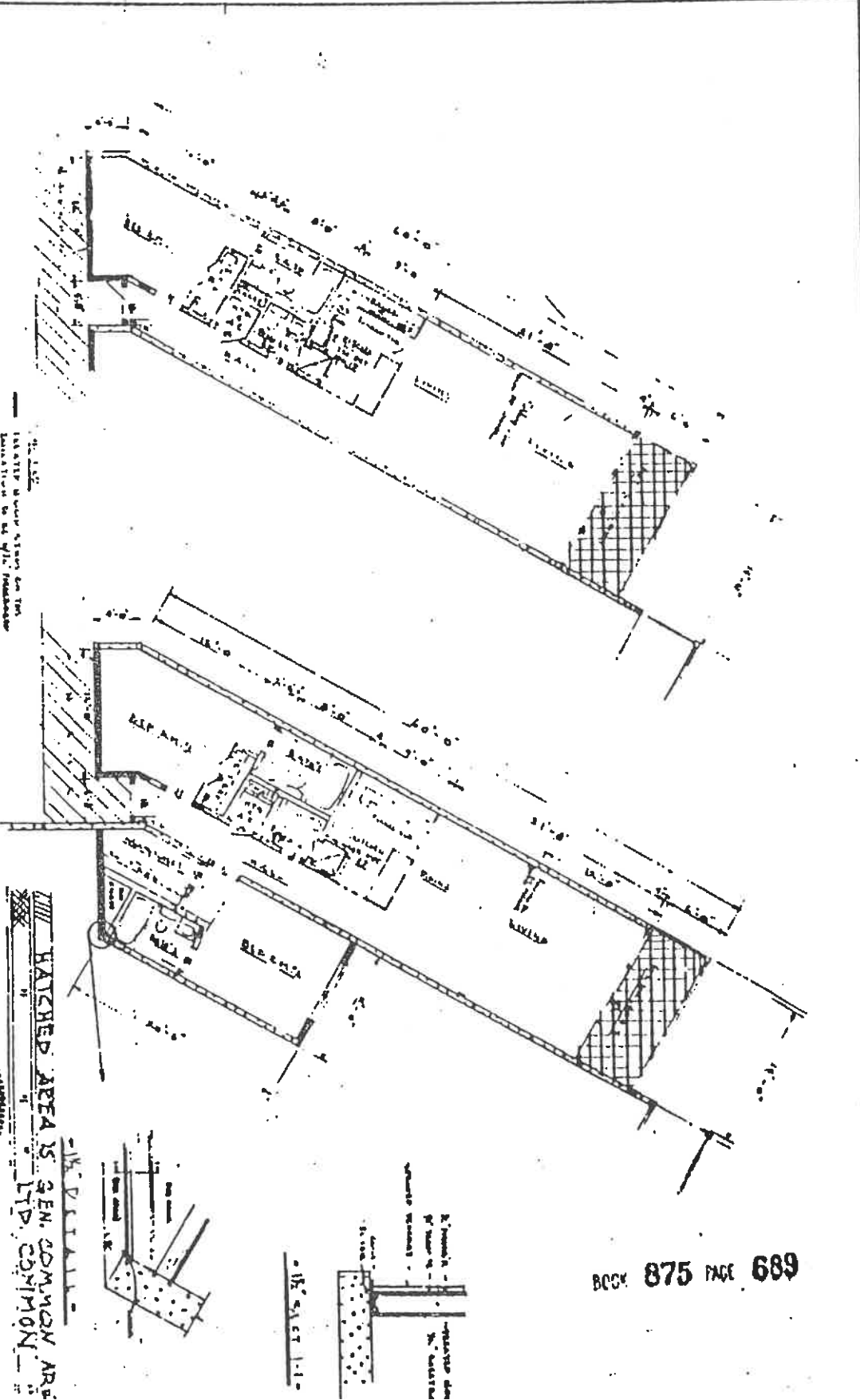
STATE OF SOUTH CAROLINA
 REGISTERED ARCHITECT
 KENNETH R. SANDERS
 MYRTLE BEACH
 558

/// HATCHED AREA IS SEW GRAB

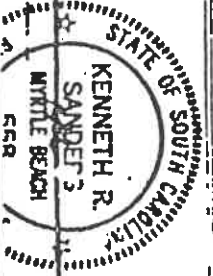
TITICAT UNIT A
(751 - 211) SCALE - 1/4" = 1'-0"

INDICATE DUMP SYSTEM ON THIS
DRAWING BY A DOTTED LINE
FOR THE PURPOSE OF INDICATING
THE LOCATION OF THE
DUMP SYSTEM COMPONENTS.

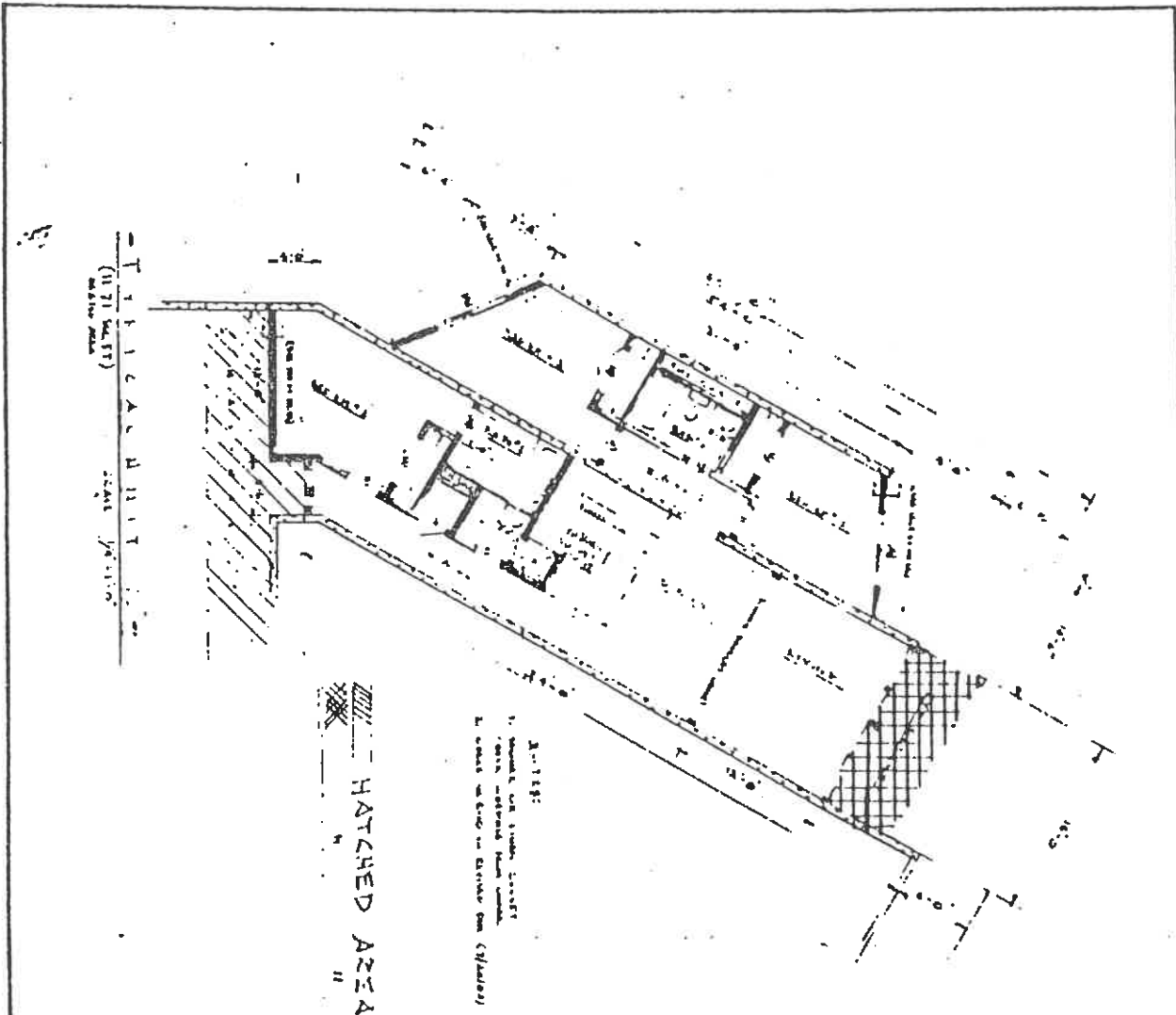
TITICAT UNIT B
(571 - 211) SCALE - 1/4" = 1'-0"



HATCHED AREA IS GEN. COMMON AREA
LTD. COMMON



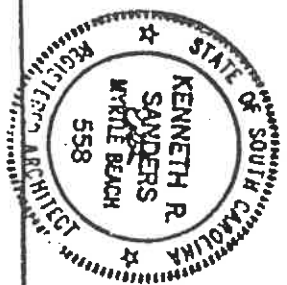
10/11/68
KENNETH R. SANDEF'S
MIDDLE BEACH
FCR



HATCHED AREA IS GEN. COMMON AREA

NOTES:
 1. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS OF EXISTING STRUCTURE.
 2. CHECK WITH OWNER FOR ALL DIMENSIONS (If needed)

TYPICAL SECTION
 (1/2" = 1'-0")



| | |
|-------------|------------------|
| DATE | 1/11/58 |
| BY | K. R. SANDERS |
| CHECKED BY | |
| SCALE | AS SHOWN |
| PROJECT NO. | 558 |
| CLIENT | GEN. COMMON AREA |

EXHIBIT "C"

Schedule of Percentage of Undivided Interest in the General Common Elements appurtenant to Units in Royal Garden Resort Horizontal Property Regime, pursuant to Section 27-31-60, South Carolina Code of Laws, 1976, as amended:

| <u>Unit Number</u> | <u>Value for Statutory Purposes</u> | <u>Percentage of Undivided Interest in General Common Elements</u> |
|--------------------|-------------------------------------|--|
| 101 | \$130,000.00 | .6163 |
| 102 | 93,000.00 | .4409 |
| 103 | 93,000.00 | .4409 |
| 104 | 93,000.00 | .4409 |
| 105 | 93,000.00 | .4409 |
| 106 | 93,000.00 | .4409 |
| 107 | 93,000.00 | .4409 |
| 108 | 93,000.00 | .4409 |
| 109 | 93,000.00 | .4409 |
| 110 | 93,000.00 | .4409 |
| 111 | 93,000.00 | .4409 |
| 112 | 93,000.00 | .4409 |
| 114 | 93,000.00 | .4409 |
| 115 | 120,000.00 | .5689 |
| 201 | \$130,000.00 | .6163 |
| 202 | 93,000.00 | .4409 |
| 203 | 93,000.00 | .4409 |
| 204 | 93,000.00 | .4409 |
| 205 | 93,000.00 | .4409 |
| 206 | 93,000.00 | .4409 |
| 207 | 93,000.00 | .4409 |
| 208 | 93,000.00 | .4409 |
| 209 | 93,000.00 | .4409 |
| 210 | 93,000.00 | .4409 |
| 211 | 93,000.00 | .4409 |
| 212 | 93,000.00 | .4409 |
| 214 | 93,000.00 | .4409 |
| 215 | 120,000.00 | .5689 |
| 301 | \$130,000.00 | .6163 |
| 302 | 93,000.00 | .4409 |
| 303 | 93,000.00 | .4409 |
| 304 | 93,000.00 | .4409 |

| | | |
|-----|--------------|-------|
| 307 | 93,000.00 | .4409 |
| 308 | 93,000.00 | .4409 |
| 309 | 93,000.00 | .4409 |
| 310 | 93,000.00 | .4409 |
| 311 | 93,000.00 | .4409 |
| 312 | 93,000.00 | .4409 |
| 314 | 93,000.00 | .4409 |
| 315 | 120,000.00 | .5689 |
| 401 | \$130,000.00 | .6163 |
| 402 | 93,000.00 | .4409 |
| 403 | 93,000.00 | .4409 |
| 404 | 93,000.00 | .4409 |
| 405 | 93,000.00 | .4409 |
| 406 | 93,000.00 | .4409 |
| 407 | 93,000.00 | .4409 |
| 408 | 93,000.00 | .4409 |
| 409 | 93,000.00 | .4409 |
| 410 | 93,000.00 | .4409 |
| 411 | 93,000.00 | .4409 |
| 412 | 93,000.00 | .4409 |
| 414 | 93,000.00 | .4409 |
| 415 | 120,000.00 | .5689 |
| 501 | \$130,000.00 | .6163 |
| 502 | 93,000.00 | .4409 |
| 503 | 93,000.00 | .4409 |
| 504 | 93,000.00 | .4409 |
| 505 | 93,000.00 | .4409 |
| 506 | 93,000.00 | .4409 |
| 507 | 93,000.00 | .4409 |
| 508 | 93,000.00 | .4409 |
| 509 | 93,000.00 | .4409 |
| 510 | 93,000.00 | .4409 |
| 511 | 93,000.00 | .4409 |
| 512 | 93,000.00 | .4409 |
| 514 | 93,000.00 | .4409 |
| 515 | 120,000.00 | .5689 |
| 601 | \$130,000.00 | .6163 |
| 602 | 93,000.00 | .4409 |
| 603 | 93,000.00 | .4409 |
| 604 | 93,000.00 | .4409 |
| 605 | 93,000.00 | .4409 |
| 606 | 93,000.00 | .4409 |
| 607 | 93,000.00 | .4409 |

| | | |
|-----|--------------|-------|
| 609 | 93,000.00 | .4409 |
| 610 | 93,000.00 | .4409 |
| 611 | 93,000.00 | .4409 |
| 612 | 93,000.00 | .4409 |
| 614 | 93,000.00 | .4409 |
| 615 | 120,000.00 | .5689 |
| 701 | \$130,000.00 | .6163 |
| 702 | 93,000.00 | .4409 |
| 703 | 93,000.00 | .4409 |
| 704 | 93,000.00 | .4409 |
| 705 | 93,000.00 | .4409 |
| 706 | 93,000.00 | .4409 |
| 707 | 93,000.00 | .4409 |
| 708 | 93,000.00 | .4409 |
| 709 | 93,000.00 | .4409 |
| 710 | 93,000.00 | .4409 |
| 711 | 93,000.00 | .4409 |
| 712 | 93,000.00 | .4409 |
| 714 | 93,000.00 | .4409 |
| 715 | 120,000.00 | .5689 |
| 801 | \$ 30,000.00 | .6163 |
| 802 | 93,000.00 | .4409 |
| 803 | 93,000.00 | .4409 |
| 804 | 93,000.00 | .4409 |
| 805 | 93,000.00 | .4409 |
| 806 | 93,000.00 | .4409 |
| 807 | 93,000.00 | .4409 |
| 808 | 93,000.00 | .4409 |
| 809 | 93,000.00 | .4409 |
| 810 | 93,000.00 | .4409 |
| 811 | 93,000.00 | .4409 |
| 812 | 93,000.00 | .4409 |
| 814 | 93,000.00 | .4409 |
| 815 | 120,000.00 | .5689 |
| 901 | \$130,000.00 | .6163 |
| 902 | 93,000.00 | .4409 |
| 903 | 93,000.00 | .4409 |
| 904 | 93,000.00 | .4409 |
| 905 | 93,000.00 | .4409 |
| 906 | 93,000.00 | .4409 |
| 907 | 93,000.00 | .4409 |
| 908 | 93,000.00 | .4409 |
| 909 | 93,000.00 | .4409 |

| | | |
|------|--------------|-------|
| 911 | 93,000.00 | .4409 |
| 912 | 93,000.00 | .4409 |
| 914 | 93,000.00 | .4409 |
| 915 | 120,000.00 | .5689 |
| 1001 | \$130,000.00 | .6163 |
| 1002 | 93,000.00 | .4409 |
| 1003 | 93,000.00 | .4409 |
| 1004 | 93,000.00 | .4409 |
| 1005 | 93,000.00 | .4409 |
| 1006 | 93,000.00 | .4409 |
| 1007 | 93,000.00 | .4409 |
| 1008 | 93,000.00 | .4409 |
| 1009 | 93,000.00 | .4409 |
| 1010 | 93,000.00 | .4409 |
| 1011 | 93,000.00 | .4409 |
| 1012 | 93,000.00 | .4409 |
| 1014 | 93,000.00 | .4409 |
| 1015 | 120,000.00 | .5689 |
| 1101 | \$130,000.00 | .6163 |
| 1102 | 93,000.00 | .4409 |
| 1103 | 93,000.00 | .4409 |
| 1104 | 93,000.00 | .4409 |
| 1105 | 93,000.00 | .4409 |
| 1106 | 93,000.00 | .4409 |
| 1107 | 93,000.00 | .4409 |
| 1108 | 93,000.00 | .4409 |
| 1109 | 93,000.00 | .4409 |
| 1110 | 93,000.00 | .4409 |
| 1111 | 93,000.00 | .4409 |
| 1112 | 93,000.00 | .4409 |
| 1114 | 93,000.00 | .4409 |
| 1115 | 120,000.00 | .5689 |
| 1201 | \$130,000.00 | .6163 |
| 1202 | 93,000.00 | .4409 |
| 1203 | 93,000.00 | .4409 |
| 1204 | 93,000.00 | .4409 |
| 1205 | 93,000.00 | .4409 |
| 1206 | 93,000.00 | .4409 |
| 1207 | 93,000.00 | .4409 |
| 1208 | 93,000.00 | .4409 |
| 1209 | 93,000.00 | .4409 |
| 1210 | 93,000.00 | .4409 |
| 1211 | 93,000.00 | .4409 |
| 1212 | 93,000.00 | .4409 |
| 1214 | 93,000.00 | .4409 |

| | | |
|------|--------------|-------|
| 1215 | 120,000.00 | .5689 |
| 1401 | \$130,000.00 | .6163 |
| 1402 | 93,000.00 | .4409 |
| 1403 | 93,000.00 | .4409 |
| 1404 | 93,000.00 | .4409 |
| 1405 | 93,000.00 | .4409 |
| 1406 | 93,000.00 | .4409 |
| 1407 | 93,000.00 | .4409 |
| 1408 | 93,000.00 | .4409 |
| 1409 | 93,000.00 | .4409 |
| 1410 | 93,000.00 | .4409 |
| 1411 | 93,000.00 | .4409 |
| 1412 | 93,000.00 | .4409 |
| 1414 | 93,000.00 | .4409 |
| 1415 | 120,000.00 | .5689 |
| 1501 | \$130,000.00 | .6163 |
| 1502 | 93,000.00 | .4409 |
| 1503 | 93,000.00 | .4409 |
| 1504 | 93,000.00 | .4409 |
| 1505 | 93,000.00 | .4409 |
| 1506 | 93,000.00 | .4409 |
| 1507 | 93,000.00 | .4409 |
| 1508 | 93,000.00 | .4409 |
| 1509 | 93,000.00 | .4409 |
| 1510 | 93,000.00 | .4409 |
| 1511 | 93,000.00 | .4409 |
| 1512 | 93,000.00 | .4409 |
| 1514 | 93,000.00 | .4409 |
| 1515 | 120,000.00 | .5689 |

Penthouse

| | | |
|----------|--------------|-------|
| A - 1601 | \$160,000.00 | .7585 |
| B - 1602 | 160,000.00 | .7585 |
| C - 1603 | 160,000.00 | .7585 |
| D - 1604 | 160,000.00 | .7585 |
| E - 1605 | 160,000.00 | .7585 |
| F - 1606 | 160,000.00 | .7585 |
| G - 1607 | 160,000.00 | .7585 |
| H - 1608 | 160,000.00 | .7585 |
| I - 1609 | 160,000.00 | .7585 |
| J - 1610 | 160,000.00 | .7585 |

Commercial

| | | |
|---|--------------|--------|
| 1 | \$233,000.00 | 1.1046 |
| 2 | 116,000.00 | .5499 |
| 3 | 20,000.00 | .0965 |

EXHIBIT "D"

ARTICLES OF INCORPORATION

OF

ROYAL GARDEN RESORT REGIME HOMEOWNERS ASSOCIATION, INC.

(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the laws of the State of South Carolina for the formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I.

The name of the proposed corporation shall be:

ROYAL GARDEN RESORT REGIME HOMEOWNERS ASSOCIATION, INC.

ARTICLE II.

The purposes and objects of the corporation shall be to administer the operation and management of Royal Garden Resort, a Horizontal Property Regime (hereinafter referred to as the "REGIME"), a multi-story apartment project to be established in accordance with the Horizontal Property Act of the State of South Carolina upon property situate, lying and being in Horry County, South Carolina, and being more particularly described in Exhibit A annexed herewith; and to undertake the performance of the acts and duties incident to the administration of the operation and management of said REGIME in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Master Deed, which will be recorded in the Public Records of Horry County, South Carolina, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said REGIME. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III.

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation including, but not limited to, the following:

(a) To make and establish reasonable rules and regulations governing the use of condominium UNITS (hereinafter referred to as "UNITS") and COMMON ELEMENTS in said REGIME as said terms may be defined in said Master Deed to be recorded.

(b) To levy and collect assessments against members of the Corporation to defray the common expenses of the REGIME as may be provided in said Master Deed and in the By-Laws of the Corporation which

may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, convenient in the operation and management of the REGIME and in accomplishing the purposes set forth in said Master Deed.

(c) To maintain, repair, replace, operate and manage the REGIME and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements of the REGIME property.

(d) To contract for the management of the REGIME and to delegate to such contractor all of the powers and duties of the ASSOCIATION except those which may be required by the Master Deed to have approval of the Board of Directors or Membership of the Corporation.

(e) To enforce the provisions of said Master Deed, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said REGIME as same may be hereafter established.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Master Deed aforementioned.

ARTICLE IV.

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all UNITS in the REGIME shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Item (5) of Article IV.

2. Membership shall be established by the acquisition of fee simple title to a UNIT in the REGIME or by acquisition of a fee ownership interest therein, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any UNITS, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more UNITS, or who may own a fee ownership interest in two or more UNITS, so long as such party shall retain title to or a fee ownership interest in any UNITS.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his UNITS. The funds and assets of the Corporation shall be loaned solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Master Deed and in the By-Laws which may be hereafter adopted.

4. On all matters which the Membership shall be entitled to vote, the number of votes of each member, as owner of a UNIT, shall have is as follows: each owner shall have the same number of votes as he has percentage interest in all of the Common Elements, which percentage is specified on Exhibit "C" to the Master Deed, and thus the total number of votes available to all of the unit owners shall equal one hundred (100) votes. Should any member own more than one UNIT, such member shall be entitled to exercise or cast votes for each such UNIT that he owns, in the manner provided by said By-Laws. In the event that a UNIT is owned by two or more persons, those persons must designate a member,

and that member must vote all of the votes for that unit in the same manner.

5. Until such time as the property described in Article II hereof, and the improvements which may be hereafter constructed thereon, are submitted to a plan of REGIME ownership by the recordation of said Master Deed, the Membership of the Corporation shall be comprised of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

ARTICLE V.

The Corporation shall have perpetual existence.

ARTICLE VI.

The principal office of the Corporation shall be located in South Carolina, but the Corporation may maintain offices and transact business in such other places within or without the State of South Carolina as may from time to time be designated by the Board of Directors. The principal office of the Corporation shall be located at the site of the REGIME in Garden City, South Carolina.

ARTICLE VII.

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the direction of the Board of Directors. The Board of Directors, may employ a Managing Agent or such other managerial and supervisory personnel, or contract other entities to manage, administer, and assist in the management of the operation of the REGIME, and the affairs of the Corporation; and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

ARTICLE VIII.

The number of members of the first Board of Directors of the Corporation shall be three (3). The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the Membership as provided by the By-Laws of the Corporation, and all of the members of the Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation. Notwithstanding the foregoing, and subject to the following, Royal Garden Resort, Inc., hereinafter referred to as "OWNER", shall initially have the right to designate and select all of the persons who shall serve as members of each Board of Directors of the ASSOCIATION. OWNER may continue to designate and select the person or persons to serve as a member or members of each said Board of Directors in the manner provided in the By-Laws of the Corporation, but this power of the OWNER to so designate directors shall terminate no later than the earlier of the following events:

(1) One hundred eighty (180) days after seventy-five (75%) percent of the UNITS of the project have been conveyed; or

ARTICLE IX.

The Board of Directors shall elect a President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE X.

The names and post office addresses of the first Board of Directors, who, subject to the provision of the Articles of Incorporation, the By-Laws, and the laws of the State of South Carolina, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified are as follows:

| NAME | ADDRESS |
|-----------------------|--|
| Lucius W. Greene, Jr. | 9600 N. Kings Highway Myrtle Beach, S. C. 29577 |
| Whitfield M. Howard | 9600 N. Kings Highway Myrtle Beach, S. C. 29577 |
| William J. Burk | 9600 N. Kings Highway Myrtle Beach, S. C. 29577 |

ARTICLE XI.

The subscribers to these Articles of Incorporation are two of the persons herein named to act and serve as members of the first Board of Directors of the Corporation, the names of said two Subscribers and their respective post office addresses are more particularly set forth in Article X above.

ARTICLE XII.

The Officers of the Corporation, who shall serve until the first election under these Articles of Incorporation, shall be the following:

| | |
|------------|--|
| President: | Whitfield M. Howard 9600 North Kings Highway Myrtle Beach, S. C. 29577 |
| Secretary: | W. J. Burk 9600 North Kings Highway Myrtle Beach, S. C. 29577 |

ARTICLE XIII.

The first By-Laws of the Corporation shall be adopted by the board of Directors and may be altered, amended, or rescinded in the manner provided in the By-Laws.

ARTICLE XIV.

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

ARTICLE XV.

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by a majority of the votes of the members, whether such vote arises out of a meeting or by instrument in writing signed by the respective parties. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other Officer of the Corporation in the absence of the members of the President who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Corporation and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Meeting stating the time and place of the Meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) or more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member, may by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. At such Meeting, the Amendment or Amendments proposed shall be approved by an affirmative vote two-thirds (2/3) of the total votes of all of the members, including the votes of those members who are not present.

Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of South Carolina, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public records of Horry County, South Carolina, within ten (10) days from the date on which the same are so registered. At any Meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such Meeting.

WHEREFORE, Your Petitioners pray that the Secretary of State does issue to the aforesaid Royal Garden Resort Condominium Homeowners Association, Inc., a charter with all rights, powers, privileges and

immunities and subject to all of the limitations and liabilities conferred by Chapter 31, Title 33, South Carolina Code of Laws, 1976, as Amended and acts amendatory thereto.

/s/ Whitfield M. Howard

/s/ William J. Burk

Dated: June 6, 1984

This is to certify that I have examined and approved the foregoing Articles and Declarations of Incorporation pursuant to Section 33-31-40, South Carolina Code of Laws, 1976, as Amended.

/s/ M. L. Brown, Jr.

M. L. Brown, Jr.

Sheriff for Horry County

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

BY-LAWS OF ROYAL GARDEN RESORT CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION AND MEMBERSHIP

Section 1. Name. The name of the association is Royal Garden Resort Condominium Homeowners Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be located at 129 N. Waccamaw Drive, Garden City, South Carolina, Horry County, South Carolina, but meetings of the Board of Directors may be held at such places designated by the Board in accordance with the provisions of these By-Laws.

Section 3. Membership. Each and every record owner of a fee or undivided fee interest in any Royal Garden Resort Condominium Unit shall be a member of the Association, excluding persons who hold such interest under a deed to secure debt, mortgage, or deed of trust. Membership in the Association shall be confined to such Owners and shall be appurtenant to and inseparable from Unit ownership. Such Owner or Owners of each Condominium Unit shall designate in writing, delivered to the Secretary, one member of the Association from among such Owner or Owners of such Unit, or a member of the immediate family of such Owner or Owners, and such member shall represent the Owner or Owners of such Unit in connection with the activities of the Association and exercise the voting rights thereof. Such designation shall be valid until revoked in writing, delivered to the Secretary, or until such Owner sells his Condominium Unit, whichever event shall first occur. No Unit Owner shall be required to pay any consideration whatsoever for his membership.

Section 4. Suspension of Membership and Voting Rights. During any period in which an Owner or Owners of a Condominium Unit shall be in default of the payment of any annual or special Assessment levied by the Association, the voting rights of the member designated by such Owner or Owners and the rights of such Owner or Owners, the members

and Limited Common Elements may also be suspended by the Board of Directors until such time as the Assessment has been paid. Such rights may also be suspended by the Board of Directors for the violation of the published rules and regulations with respect to the use of the General Common Elements and the Limited Common Elements as published from time to time by the Board of Directors. Such rules shall be kept in the Office of the Association as a matter of record, and copies thereof shall be furnished to any Unit Owner on request.

Section 5. Applicability. These By-Laws are established pursuant to the "Horizontal Property Act", Chapter 31 of Title 26, South Carolina Code of Laws, 1976, As Amended; are applicable to the Royal Garden Resort Condominiums, General Common Elements, Limited Common Elements, and the Association; and are binding on all Condominium Owners, their families, tenants and guests, and any other persons residing in or occupying a Condominium Unit. Each and every person who accepts a deed to, a lease of, or who occupies any Condominium Unit thereby consents to be bound by the provisions of these By-Laws.

ARTICLE II

DEFINITIONS

Section 1. Definitions. The terms used in these By-Laws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the recorded Master Deed of Conditions and Restrictions for Royal Garden Resort Condominiums to which these By-Laws are annexed.

ARTICLE III

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Delegation of Property Rights. Each member of the Association shall be entitled to the use and enjoyment of the General Common Elements and Limited Common Elements as provided in the Declaration. Any member may assign his rights of enjoyment and use of the General Common Elements and the Limited Common Elements to the members of his immediate family, to his guests, or to his tenants who reside in his Condominium Unit. Such member shall notify the Secretary of the Association in writing of the name or names of any such assignees. The

same extent as those of the member.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Place of Meeting. Meetings of the Association shall be held at Royal Garden Resort Condominiums in Horry County, South Carolina, at such suitable place convenient to the members as may be designated by Grantor with regard to the first annual meeting and by the Board of Directors with regard to all subsequent meetings.

Section 2. Annual Meeting. The first annual meeting shall be called by Grantor and shall be held on the 9th day of July, 1984, at 10:00 A. M. o'clock at the offices of Royal Garden Resort, located at 129 Waccamaw Drive, Garden City, South Carolina. Thereafter, regular annual meetings shall be held on the first (1st) Monday in July of each calendar year at 10:00 o'clock, unless otherwise provided by the members at any previous meeting. If the date of the annual meeting shall fall on a legal holiday, the meeting shall be held at the same hour on the next following business day.

Section 3. Special Meetings. Special meetings of the Association may be called at any time by the President, by resolution of the Board of Directors, or upon the receipt by the Secretary of a petition signed by members holding greater than twenty percent (20%) of the total vote of the Association. The call of a special meeting shall be by notice stating the date, time, place, purpose and order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

Section 4. Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at the last address of such member furnished to the Secretary at least ten (10) but not more than twenty (20) days prior to such meeting. Mailing notice as herein provided shall be deemed delivery thereof. Any member may waive notice of the meeting in writing either before or after the meeting. Attendance of a member at a meeting, either in person or by proxy, except for the purpose of stating, at the beginning of the

waiver of notice and any objection of any nature whatsoever as to the transaction of any business at such meeting. Notice given to one tenant in common, joint tenant or tenant by the entirety shall be deemed notice to all such Owners.

Section 5. Order of Business. The order of business of each annual meeting shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees, if any.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

Section 6. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of members holding greater than fifty percent (50%) of the total vote of the Association. If a quorum shall not be present at any meeting, a majority vote of that percentage present, in person or by proxy, may adjourn the meeting from time to time until a quorum can be obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 7. Voting Rights. The Association shall have one (1) class of voting membership, which shall consist of all Owners of both residential and commercial Condominium Units in Royal Garden Resort Horizontal Property Regime. On all matters which the Membership shall be entitled to vote, the number of votes for each member, as owner of a UNIT, shall have is as follows: each owner shall have the same number of votes as he has percentage interest in all of the Common Elements, which percentage is specified on Exhibit "C" to the Master Deed, and thus the total number of votes available to all of the unit owners shall equal one hundred (100) votes. Should any member own more than one UNIT, such member shall be entitled to exercise or cast votes for each such UNIT that he owns in the manner provided by said By-Laws. In the

designate a member, and that member must vote all of the votes for that UNIT in the same manner. In addition to those voting rights granted herein, and any provisions herein or in the By-Laws to the contrary notwithstanding, Royal Garden Resort, Inc., shall have the following rights and powers:

(i) Until such time as Royal Garden Resort, Inc., has sold, conveyed or otherwise disposed of seventy-five percent (75%) of all Condominium Units located in the Royal Garden Resort, Inc., i.e. One Hundred Fifty-Seven (157) units, Royal Garden Resort, Inc., shall retain the right to exercise all voting rights of the members of the Association and to exercise and perform all of its duties and functions.

(ii) Until such time as Royal Garden Resort, Inc. has sold, conveyed or otherwise disposed of Seventy-Five (75%) percent of the Condominium Units located in the Royal Garden Resort Horizontal Property Regime, the Master Deed and the By-Laws may not be changed, altered, amended or revoked with regard to the method of selecting the managing agent, the imposition of Assessments, the repair or reconstruction of any Condominium Unit, the method and procedure of adopting rules and regulations pertaining to the conduct of members and the use of the General Common Elements and Limited Common Elements without the express written approval of Royal Garden Resort, Inc. first had and obtained.

Section 8. Proxy. Votes by owners may be cast in person or by proxy. Proxies must be filed with the Secretary before the designated time of each meeting.

Section 9. Majority Vote. Acts authorized, approved or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be the acts of the Association, except where a higher percentage vote is required by these By-Laws or by law, and shall be binding for all purposes.

Section 10. Actions Without Meeting. Any action which may be taken at a meeting of the membership may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken or to be taken shall be signed by persons who would be entitled to cast seventy-five percent (75%) of the votes of membership of the Association at a meeting and such consent is filed with the Secretary of the Associ-

ARTICLE V

BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

Section 1. Number. The business and affairs of the Association shall be governed by a Board of Directors (herein sometimes referred to as the "Board"), all of whom, after Royal Garden Resort, Inc. has sold seventy-five percent (75%) of the Units of the Royal Garden Resort Condominiums, shall be Owners of Condominium Units in the Royal Garden Resort Condominiums at all times during their term as directors. The initial Board shall consist of three (3) individuals whose names are set forth in the Articles of Incorporation. From and after the day of the first annual meeting of the Association, there shall be at least three (3) directors, but the membership, by a majority vote, can vote to increase the number of directors as the membership so chooses. Each director shall be at least twenty-five (25) years of age and any qualified director may be re-elected. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualified.

Section 2. Powers and Duties. The Board of Directors shall manage and direct the affairs of the Association and, subject to any restrictions imposed by law, by the Master Deed, or these By-Laws, may exercise all the powers of the Association. The Board of Directors shall exercise such duties and responsibility as shall be incumbent upon it by law, the Master Deed, or these By-Laws as it may deem necessary or appropriate in the exercise of its powers, including, without limitation, the collection of assessments and charges from the Owners, the establishment and amendment from time to time of reasonable regulations governing the use of the General Common Elements and the Limited Common Elements, and the employment and dismissal of personnel necessary for the maintenance and operation of the General Common Elements and the Limited Common Elements. Additionally, the Board of Directors of the Association shall require that each employee of the Association handling or responsible for Association funds be covered by a fidelity bond of at least \$50,000.00 continuously. The premium on such bonds shall be paid by the Association.

the Association managing agent under such terms and conditions as the Board may authorize; provided, however, the Board shall not delegate to such agent the complete and total responsibility of the Association in violation of the provisions of Chapter 31 of Title 33, South Carolina Code of Laws, 1976, As Amended. Such managing agent shall have such duties and shall receive such compensation as determined by the Board.

Section 4. Election and Term of Office. At the first annual meeting of the Association, the members thereof shall elect one (1) director for an initial term of three (3) years, one (1) director for an initial term of two (2) years, and one (1) director for an initial term of one (1) year. At the expiration of the initial term of each respective director, his successor shall be elected for a term of three (3) years. Cumulative voting is not permitted.

Section 5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Vacancies caused by removal shall be filled by vote of the Association at the same meeting at which a director or directors were removed.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a vote of eighty percent (80%) of the total Percentage Interests authorized to vote thereon, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by any Owner or Owners shall be given an opportunity to be heard at such meeting. Sale of his Condominium Unit by a director shall automatically terminate his directorship.

Section 7. Regular Meetings. The first regular meeting of the Board of Directors shall be held immediately following the first annual meeting of the members of the Association and regular meetings thereafter shall be held on such dates and at such place and hour, but not less frequently than biannually, as may be fixed from time to time

of Association: the Board. NOTICE of regular meet of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day of such meeting; provided, however, notice of the first regular meeting shall not be required to be given to the directors provided that a majority of the entire Board is present at such meeting. Should any such 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 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the date, time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the date, time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the then qualified directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Compensation. No director shall receive compensation for any service he may render to the Association nor shall the Association make any loan, directly or indirectly, to a director; provided, however, a director may be reimbursed for the expenses incurred by him in the performance of his duties.

Section 12. Action by Board without Meeting. The Board of Directors shall have the right to take any action which it could take at a meeting by obtaining the written approval of all directors thereto. Any action so approved shall have the same effect as though taken at a meeting of the Board. In addition, the Board of Directors may have a meeting by telephone, or one or more directors may be counted as present if he is in telephone communication with the other members of the Board who are present at a Board Meeting.

Section 13. Liability of Directors. To the extent permitted by Chapter 31, Title 33, South Carolina Code of Laws, 1976, As Amended, in effect at the applicable time, no director shall be liable to any Owner for injury or damage caused by such director in the performance of his duties, unless due to the willful misfeasance or malfeasance of such director. Furthermore, each director shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been a director of the Association, whether or not he is a director of the Association at the times such expenses and liabilities are incurred, except in such cases where the director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Such indemnity shall be subject to approval by the members of the Association only when such approval is required by Chapter 31, Title 33, South Carolina Code of Laws, 1976, As Amended.

ARTICLE VI

OFFICERS

Section 1. Number and Election. There shall be elected annually by and from the Board of Directors a President (who shall also be Chairman of the Board), a Secretary and a Treasurer. The office of Secretary and Treasurer may be filled by the same person. The directors may also elect from time to time such other officers as in their judgment may be needed, which officers need not be directors.

Section Removal and Vacancies. Except as provided to the contrary, the officers shall be elected annually and hold office at the pleasure of the Board. A vacancy in any office may be filled by the Board at its next meeting. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 3. Duties. The duties of the officers shall be as follows:

(a) President. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and the Association, shall see that orders and resolutions of the Board are carried out, shall appoint committees consisting of members of the Association as in his opinion is necessary, shall co-sign with the Treasurer all checks, promissory notes and similar documents, if any, and shall perform such other duties as may be delegated to him by the Board. He shall have all the general powers and duties which are incident to the office of President of a corporation organized under Chapter 31, Title 33, South Carolina Code of Laws, 1976, As Amended, and control and management of the Association in accordance with such Act and these By-Laws.

(b) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association; keep appropriate current records, showing the members of the Association together with their addresses and designating those members entitled to vote; keep custody and attest the seal of the Association; and perform such other duties as may be required of him by the Board or incident to the office of Secretary of a corporation organized under Chapter 31, Title 33, South Carolina Code of Laws, 1976, As Amended.

(c) Treasurer. The Treasurer shall be responsible for the funds of the Association, shall co-sign with the President all checks, promissory notes and similar documents, shall maintain full and accurate fiscal accounts and records, and shall perform such other duties as may be designated by the Board of Directors or

South Carolina Code of Laws, 1976, As Amended.

Section 4. Compensation. Officers shall not be compensated on a regular basis for the usual and ordinary services rendered to the Association incident to their offices, nor shall the Association make loans, directly or indirectly, to any officer of the Association. The officers may be reimbursed for reasonable expenses incurred on behalf of the Association.

Section 5. Liability of Officers. To the extent permitted by Chapter 31, Title 33, South Carolina Code of Laws, 1976, As Amended, in effect at the applicable time, no officer shall be liable to any Owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been an officer of the Association, whether or not he is an officer of the Association at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Such indemnity shall be subject to approval by the members of the Association only when such approval is required by Chapter 31, Title 33, South Carolina Code of Laws, 1976, As Amended.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

Section 1. Agreements. All Owners are obligated to pay monthly assessments imposed by the Association as provided in the Master Deed to meet Common Expenses, which may include the expense of liability insurance coverage and/or hazard insurance coverage for repair and reconstruction. An Owner is required to reimburse the Association for any expense incurred by it in repairing or replacing the General Common Elements and/or the Limited Common Elements damaged by such Owner.

Section 1. Maintenance and Repair.

(a) All maintenance of and repair to any Condominium Unit whether structural or non-structural, ordinary or extraordinary, other than maintenance of and repair to any General Common Elements contained therein or any Limited Common Elements adjacent and appurtenant thereto, and not necessitated by the misuse or neglect of the Owner or Owners of another Condominium Unit, shall be made by the Owner or Owners thereof, and such Owner or Owners shall keep the same in good condition and repair. Each such Owner shall be responsible for any and all damage to any and all other Condominium Units, to the General Common Elements and the Limited Common Elements caused by his failure to do so.

(b) All maintenance, repairs and replacements to the General Common Elements and Limited Common Elements, whether located inside or outside of the Condominium Units, unless necessitated by the negligence, misuse or neglect of the Owner or Owners of a Condominium Unit, in which case the cost shall be borne by the Owner or Owners of such Condominium Unit, shall be made by the Association or at its direction and shall be charged to the members thereof as a Common Expense.

Section 3. Right of Entry. Each and every Owner, by accepting a deed to a Condominium Unit, thereby grants to the managing agent or such other person designated by the Board of Directors, in the event that fire or some similar emergency is, in the opinion of such agent or designated person, threatening his Condominium Unit, the right to enter same, regardless of whether such Owner is present at such time. For such purpose, each and every Owner shall provide the Association with a key to his Condominium Unit.

Section 4. Conduct. All Owners, their families, guests, visitors and tenants, and each and every occupant of a Condominium Unit shall at all times observe the published rules of conduct which may be established from time to time by the Association or its Board of Directors.

Section 5. Notices. An Owner who mortgages his dwelling or executes and delivers a deed to secure debt, deed of trust or other security instrument which may become a lien on his Condominium Unit

shall notify a President or the Board of Directors of the name and address of his mortgagee, or the holder of such deed to secure debt, deed of trust or security instrument, and thereby authorize the Association to furnish such information as such mortgagees may request respecting unpaid assessments, taxes or other reasonable information concerning such Unit.

ARTICLE VIII

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Chapter 31, Title 26, South Carolina Code of Laws, 1976, As Amended. In the event any of these By-Laws conflict with the provisions of said Chapter, the provisions of said Chapter will control.

ARTICLE IX

BOOKS AND RECORDS

Section 1. Inspection. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member at the principal office of the Association. The Master Deed and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased for a reasonable price.

ARTICLE X

ASSOCIATION SEAL

Section 1. Description. The Association shall have a seal in circular form having within its circumference the words: "Royal Garden Resort Condominium Homeowners Association, Inc."

ARTICLE XI

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by a vote of not less than seventy-five percent (75%) of the total vote of the Association at a duly constituted meeting for such purposes, in strict accordance with the recorded Master Deed to which they are attached, and Chapter 31, Title 27, Code of Laws of South Carolina, As Amended. Said amendments shall be set forth in an amended Master Deed and duly recorded. Each and every Owner of a Condominium Unit by accepting a deed therefor thereby agrees to be bound by and benefit from any such amendment hereto.

Resort Condominiums shall be amended only upon the written consent of seventy-five percent (75%) of the total Percentage Interest authorized to vote thereon.

Section 3. Conflicts. In the event of any conflict between the provisions of the Master Deed and the provisions of these By-Laws, the provisions of the Master Deed shall control.

* * * * *

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the ROYAL GARDEN RESORT CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a South Carolina Non-Profit Corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 12th day of June, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 12th day of June, 1984.

William J. Bush
Secretary

EXHIBIT "F"

ARCHITECT'S CERTIFICATE

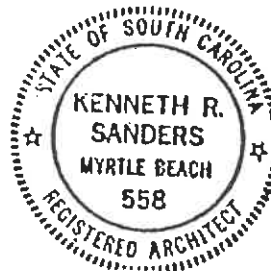
ROYAL GARDEN RESORT HORIZONTAL PROPERTY REGIME OF SURFSIDE BEACH,
HORRY COUNTY, SOUTH CAROLINA

I, KENNETH R. SANDERS, do hereby certify that I am an Architect; that I am authorized and licensed to practice my profession in the State of South Carolina; that my South Carolina Registered Number is 558; that I prepared the plans for the building and improvements in this Regime which are attached to this Master Deed as Exhibit "B", and certify to the accuracy and correctness of same as to the dimensions, area and location of each apartment therein, and the dimensions, area and location of Common Elements affording access to each apartment and other Common Elements affording access to each apartment and other Common Elements, both Limited and General.

This Certificate is being made in accordance with Code Section 27-31-110, Code of Laws of South Carolina, 1976, as amended.


Kenneth R. Sanders

JUNE 5, 1984, 1984
Surfside Beach, South Carolina



units. The charge to each unit for telephone and video service shall be on a per unit basis, but the charge for electricity to each unit shall be based on the respective percentage interest of each unit."

2. Article III, Section 4.(b) (Page 10) is amended as follows: Delete the following sentence: The maintenance assessment fee shall include charges for electricity, telephone, cable T.V., sewer, water, and other utilities for each Residential Unit, which assessment shall be allocated as provided herein.

3. Article III, Section 6 (Page 11) is amended as follows: The word "reserve" is deleted from the second sentence, and the word "working" is substituted therefor, so that said sentence now reads: "Each Unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Unit."

4. Article III, Section 11 (Page 15) The last paragraph is amended by deleting the word "maintenance" from the sentence so that the sentence now reads as follows: "Notwithstanding the above, there will be no assessments on Units which have not been transferred by the Grantor to a Purchaser, but in lieu thereof, the Grantor shall make up any deficiencies in the operating budget until such time as Seventy-Five (75%) percent of the Units have been conveyed by the Grantor to Purchasers."

Should any provision of this Amendment be in conflict with any other provision of the Master Deed, then this Amendment shall be deemed to be controlling.

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IN WITNESS WHEREOF, Royal Garden Resort, Inc. has caused these presents to be executed this 21st day of June, 1984.

In the Presence of:

ROYAL GARDEN RESORT, INC.

[Signature]
Annette R. Michaels
[Signature]
Annette R. Michaels

By: Whitfield M. Howard
Its President

Attest: [Signature]
Its Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me Annette Michaels and made oath that (s)he saw the within named ROYAL GARDEN RESORT, INC., by its duly authorized officers sign, seal, and as its corporate act and deed, deliver the within written Amendment To Master Deed of Royal Garden Resort, Inc. Horizontal Property Regime, and that (s)he with Howard Tolley witnessed the due execution thereof.

[Signature]

SWORN to and subscribed before me this 21st day of June, 1984.

Annette R. Michaels
Notary Public for South Carolina
My Commission Expires: 9/8/93

BOOK 880 PAGE 087

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