# **BROADWAY PALMETTO**

# EXHIBIT "A" TO MASTER DEED BROADWAY PALMETTO HORIZONTAL PROPERTY REGIME

## DESCRIPTION OF PHASE 1 PROPERTY AND FUTURE PHASE PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in Myrtle Beach, Horry County generally known as Phase 1 of Broadway Palmetto Horizontal Property Regime consisting of three parcels containing 0.45 acres, 3.02 acres and 8.80 acres on the plat entitled "Closing Plat of Phase I, Building 26, Broadway Palmetto Horizontal Property Regime Located on Robert M. Grissom Parkway between 28th and 29th Avenues North, City of Myrtle Beach, Horry County, South Carolina" which plat was prepared by Associated Land Surveyors and certified to by Michael D. Oliver, P.L.S. (S.C.) #13520, which plat is dated August 30, 2007, and is recorded in the RMC Office for Horry County, South Carolina in Plat Book 230 at Page 197 ("Plat").

#### **DESCRIPTION OF PHASE 1 PROPERTY**

ALL that certain piece, parcel or lot of land, having and containing 0.45 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described as "Phase 1, 0.45 acres, 19,412 square feet" on the Plat and being a portion of TMS# 173-00-04-0153. Said property is more particularly described by courses and distances, metes and bounds, as follows:

To find the **Point of Beginning** commence at the ½" iron pipe located adjacent to Robert M. Grissom Parkway having a South Carolina Plan Coordinate N 693,016.70, E 2,647,677.03 ("**Point of Commencement**") and proceeding N 49° 12' 09" W for a distance of 530.75 feet to a point; thence proceeding N 54° 57' 02" E for a distance of 76.77 feet to a point, said point marking the **Point of Beginning** for the Phase I Property. From said **Point of Beginning** proceeding N 54° 57' 02" E for a distance of 211.97 feet to a point; thence proceeding S 35° 14' 43" E for a distance of 91.31 feet to a point; thence proceeding S 54° 45' 17" W for a distance of 211.97 feet to a point; thence proceeding N 35° 14' 43" W for a distance of 92.03 feet to a point which marks the **Point of Beginning**.

In the event of any discrepancy between the above descriptions and the aforementioned plat of record, said Plat shall be controlling.

#### **EASEMENTS**

**ALSO**, a non-exclusive perpetual easement of ingress and egress to and from, and use of, the Common Elements as that term is defined in the Master Deed, said easement rights subject to the terms and conditions of the Master Deed and other related project documentation.

The within granted easements are hereby intended to be easements appurtenant to the Property as well as to the Future Phase Property if, and when, incorporated into the Regime, for the use, benefit and to be incident to the ownership of the Regime and the Future Phase Property, as applicable, and any portions thereof, or any condominium and other improvements located therein or thereon now or at any time in the future.

SAVE AND EXCEPT THEREFROM, perpetual, non-exclusive easements for use, ingress, and egress over and across, all roads and walkways shown throughout the Property and all Future Phase property on the Plat, said reserved easements being in favor of the Declarant, its successors and assigns, expressly for, but not limited to, the purposes of construction of the Future Phase Property as depicted on the Plat whether or not said property becomes a part of the Regime; and

FURTHER, SAVE AND EXCEPT, title to and ownership of all telecommunications, telephone and cable systems as excluded in the Master Deed, all water and sewer lines located thereon and hereafter installed thereon, together with all pipes, pumps, pumping stations, or other utility equipment or facilities located thereon, together with a perpetual, non-exclusive easement to such lines, equipment and facilities to allow for the maintenance, repair or replacement of such lines, facilities and equipment or for the purpose of installing additional lines, equipment and facilities thereon from time to time.

FURTHER, SAVE AND EXCEPT, a perpetual, non-exclusive easement over, under and through the Property to install lines, equipment and facilities for utility and drainage purposes and Declarant reserves the right to grant easements over said Property for the installation of maintenance of additional lines, equipment, cable television lines and infrastructure, or facilities for utility, communication, and drainage purposes from time to time; and

**FURTHER**, Declarant reserves the right to assign all above easements, and to grant licenses for use of said reserved easements, to third parties including, but not limited to, the general public.

**FURTHER**, the Declarant expressly reserves the right to improve the aforementioned property by clearing, tree pruning, constructing additional parking and common facilities, including, but not necessarily limited to recreational facilities, drainage facilities, lagoons, and the like, pertaining to Broadway Palmetto Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project including, but not limited to the Future Phase Property and Broadway Plantation Horizontal Property Regime, the use, ingress and egress of the Common Elements, roadways, recreational facilities, if any, located on or to be located in Phase 1 or Future Phase Property described above, said reservation conditioned as set forth in Article VII of the Master Deed.

FURTHER, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to that certain Master Declaration of Covenants, Conditions and Restrictions dated May 27, 1998, and recorded on June 9, 1998 in the Office of the Register of Deeds for Horry County, South Carolina, in Deed Book 2043 at Page 692 as amended by that First Amendment to Master Declaration of Covenants, Conditions and Restrictions dated August 12, 1998 and recorded on September 10, 1998 in the Office of the Register of Deeds for Horry County, South Carolina, in Deed Book 2070 at Page 202 and re-recorded in Deed Book 2071 at Page 1322, as amended by that Second Amendment to Master Declaration recorded in Deed Book 2161, Page 1039, as further amended by that Third Amendment to Master Declaration recorded in Deed Book 2294, Page 927, as further amended by that Fourth Amendment to Master Declaration recorded in Deed Book 2393 at Page 691, as further amended further by that Fifth Amendment to Master Declaration recorded in Deed Book 2752 at Page 217, and as further amended by that Sixth Amendment to Master Declaration recorded in Deed Book 3154 at Page 549, and as may further be amended from time to time.

**FURTHER**, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to all easements and other matters as shown on the above referenced Plat of record and to all existing utility easements or easements to be granted in favor of the applicable utility companies of record in the Office of the Register of Deeds for Horry County, South Carolina including, but not limited to,

Deed Book 1996 at Page 1090, Deed Book 2031 at Page 469, Deed Book 2031 at Page 473, Deed Book 2094 at Page 750, Deed Book 2207 at Page 1051, Deed Book 2936 at Page 296, Deed Book 3050 at Page 793, Plat Book 154 at Page 328 and Plat Book 158 at Page 104, and Plat Book 170 at Page 4.

**FURTHER**, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to taxes for the year 2007, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to rollback taxes assessed pursuant to S.C. Code Ann. §12-43-220 (1976).

**FURTHER**, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to covenants, restrictions, easements, encumbrances, and rights to repurchase contained in the Deed from Myrtle Beach Farms Company, Inc. to Vistana Myrtle Beach, L.P. dated September 26, 2003 and recorded in Deed Book 2646 at Page 833 in the Office of the Register of Deeds for Horry County, South Carolina.

The property intended to be made a part of the Broadway Palmetto Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. September 26, 2003 in Deed Book 2646 at Page 833 in the Office of the Register of Deeds for Horry County, South Carolina.

#### DESCRIPTION OF FUTURE PHASE PROPERTY

ALL that certain piece, parcel or lot of land, having and containing 3.02 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described on the Plat as "Remaining Portions of TMS 173-00-04-153 N/F SVO Myrtle Beach, Inc." Said property is a portion of the 3.47 acre parcel conveyed by Limited Warranty Deed from Myrtle Beach Farms to Vistana M.B., Inc. as recorded on September 26, 2003 in Deed Book 2646 at Page 833 and Plat Book 192 at Page 119 in the Office of the Register of Deeds for Horry County, South Carolina.

ALL that certain piece, parcel or lot of land, having and containing 8.80 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described on the Plat as "Remaining Portions of TMS 173-00-04-158 N/F SVO Myrtle Beach, Inc." Said property is a portion of the 9.26 acre parcel conveyed by Limited Warranty Deed from Myrtle Beach Farms to Vistana M.B., Inc. as recorded on December 23, 2003 in Deed Book 2679 at Page 1077 and Plat Book 194 at Page 160 in the Office of the Register of Deeds for Horry County, South Carolina.

## EXHIBIT "A"

#### <u>TO</u>

## FIRST AMENDMENT TO MASTER DEED BROADWAY PALMETTO HORIZONTAL PROPERTY REGIME, PHASE 2

#### **DESCRIPTION OF PHASE 2 PROPERTY**

ALL that certain piece, parcel or lot of land, having and containing 0.79 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described as "Phase 2, 0.79 acres, 34,322 square feet" on the plat entitled "Broadway Palmetto Horizontal Property Regime Phase 2, Building 18/19 and Phase 3, Building 20" dated February 29, 2008, prepared by Associated Land Surveyors ("Plat") and being a portion of TMS# 173-00-04-0158. Said property is more particularly described by courses and distances, metes and bounds, as follows:

To find the **Point of Beginning** commence at the ½" iron pipe located adjacent to Robert M. Grissom Parkway having a South Carolina Plan Coordinate N 693,016.70, E 2,647,677.03 ("**Point of Commencement**") and proceeding N49°12'09"W for a distance of 530.75 feet to a point; thence proceeding N54°57'02"E for a distance of 303.25 feet to a point; thence proceeding N38°21'38"E for a distance of 223.28 feet to a point; thence proceeding N51°38'21"W for a distance of 65.93 feet to the southwestern corner of the Phase 2 Property, said point marking the **Point of Beginning** for the Phase 2 Property ("P.O.B" Phase 2 N 693754.02, E 2647610.68). From said **Point of Beginning** proceeding N51°38'21"W for a distance of 112.97 feet to a point; thence proceeding N41°19'59"E for a distance of 306.97 feet to a point; thence proceeding S48°51'23"E for a distance of 112.82 feet to a point; thence proceeding S41°19'59"W for a distance of 301.48 feet to the point which marks the **Point of Beginning**.

In the event of any discrepancy between the above descriptions and the aforementioned plat of record, said Plat shall be controlling.

#### **EASEMENTS**

**ALSO**, a non-exclusive perpetual easement of ingress and egress to and from, and use of, the Common Elements as that term is defined in the Master Deed, said easement rights subject to the terms and conditions of the Master Deed and other related project documentation.

The within granted easements are hereby intended to be easements appurtenant to the Property as well as to the Future Phase Property if, and when, incorporated into the Regime, for the use, benefit and to be incident to the ownership of the Regime and the Future Phase Property, as applicable, and any portions thereof, or any condominium and other improvements located therein or thereon now or at any time in the future.

SAVE AND EXCEPT THEREFROM, perpetual, non-exclusive easements for use, ingress, and egress over and across, all roads and walkways shown throughout the Property and all Future Phase property on the Plat, said reserved easements being in favor of the Declarant, its successors and assigns, expressly for, but not limited to, the purposes of construction of the Future Phase Property as depicted on the Plat whether or not said property becomes a part of the Regime; and

**FURTHER, SAVE AND EXCEPT**, title to and ownership of all telecommunications, telephone and cable systems as excluded in the Master Deed, all water and sewer lines located thereon and hereafter installed thereon, together with all pipes, pumps, pumping stations, or other utility equipment or facilities located thereon, together with a perpetual, non-exclusive easement to such lines, equipment and facilities to allow

for the maintenance, repair or replacement of such lines, facilities and equipment or for the purpose of installing additional lines, equipment and facilities thereon from time to time.

FURTHER, SAVE AND EXCEPT, a perpetual, non-exclusive easement over, under and through the Property to install lines, equipment and facilities for utility and drainage purposes and Declarant reserves the right to grant easements over said Property for the installation of maintenance of additional lines, equipment, cable television lines and infrastructure, or facilities for utility, communication, and drainage purposes from time to time; and

**FURTHER**, Declarant reserves the right to assign all above easements, and to grant licenses for use of said reserved easements, to third parties including, but not limited to, the general public.

**FURTHER**, the Declarant expressly reserves the right to improve the aforementioned property by clearing, tree pruning, constructing additional parking and common facilities, including, but not necessarily limited to recreational facilities, drainage facilities, lagoons, and the like, pertaining to Broadway Palmetto Horizontal Property Regime.

**FURTHER**, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project including, but not limited to the Future Phase Property and Broadway Plantation Horizontal Property Regime, the use, ingress and egress of the Common Elements, roadways, recreational facilities, if any, located on or to be located in Phase 1 or Future Phase Property described above, said reservation conditioned as set forth in Article 7 of the Master Deed.

FURTHER, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to that certain Master Declaration of Covenants, Conditions and Restrictions dated May 27, 1998, and recorded on June 9, 1998 in the Office of the Register of Deeds for Horry County, South Carolina, in Deed Book 2043 at Page 692 as amended by that First Amendment to Master Declaration of Covenants, Conditions and Restrictions dated August 12, 1998 and recorded on September 10, 1998 in the Office of the Register of Deeds for Horry County, South Carolina, in Deed Book 2070 at Page 202 and re-recorded in Deed Book 2071 at Page 1322, as amended by that Second Amendment to Master Declaration recorded in Deed Book 2161, Page 1039, as further amended by that Third Amendment to Master Declaration recorded in Deed Book 2393 at Page 691, as further amended further by that Fifth Amendment to Master Declaration recorded in Deed Book 2752 at Page 217, as further amended by that Sixth Amendment to Master Declaration recorded in Deed Book 3154 at Page 549, and as may further be amended from time to time.

**FURTHER**, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to all easements and other matters as shown on the above referenced Plat of record and to all existing utility easements or easements to be granted in favor of the applicable utility companies of record in the Office of the Register of Deeds for Horry County, South Carolina including, but not limited to, Deed Book 1996 at Page 1090, Deed Book 2031 at Page 469, Deed Book 2031 at Page 473, Deed Book 2094 at Page 750, Deed Book 2207 at Page 1051, Deed Book 2936 at Page 196, Deed Book 3050 at Page 793, Plat Book 154 at Page 328 and Plat Book 158 at Page 104, and Plat Book 170 at Page 4.

**FURTHER**, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to taxes for the year 2008, and all subsequent years, not yet due and payable.

**FURTHER**, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to rollback taxes assessed pursuant to S.C. Code Ann. §12-43-220 (1976).

McNAIR LAW FIRM, P.A.

ATTORNEYS AND

**FURTHER**, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to covenants, restrictions, easements, encumbrances, and rights to repurchase contained in the Deed from Myrtle Beach Farms Company, Inc. to Vistana Myrtle Beach, L.P. dated December 23, 2003 and recorded in Deed Book 2679 at Page 1077 in the Office of the Register of Deeds for Horry County, South Carolina.

The property intended to be made a part of the Broadway Palmetto Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. December 23, 2003 in Deed Book 2679 at Page 1077 in the Office of the Register of Deeds for Horry County, South Carolina.

#### DESCRIPTION OF FUTURE PHASE PROPERTY

ALL that certain piece, parcel or lot of land, having and containing 3.02 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described on the Plat as "Remaining Portions of TMS 173-00-04-153 N/F SVO Myrtle Beach, Inc." Said property is a portion of the 3.47 acre parcel conveyed by Limited Warranty Deed from Myrtle Beach Farms to Vistana M.B., Inc. as recorded on September 26, 2003 in Deed Book 2646 at Page 833 and Plat Book 192 at Page 119 in the Office of the Register of Deeds for Horry County, South Carolina.

ALL that certain piece, parcel or lot of land, having and containing 7.45 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described on the Plat as "Remaining Portions of TMS 173-00-04-158 N/F SVO Myrtle Beach, Inc." Said property is a portion of the 9.26 acre parcel conveyed by Limited Warranty Deed from Myrtle Beach Farms to Vistana M.B., Inc. as recorded on December 23, 2003 in Deed Book 2679 at Page 1077 and Plat Book 194 at Page 160 in the Office of the Register of Deeds for Horry County, South Carolina.

HILTONHEAD-#666524-v4 116234,00016

McNAIR LAW FIRM, P.A.

ATTORNEYS AND COUNSELORS AT LAW

## EXHIBIT "A" TO

# SECOND AMENDMENT TO MASTER DEED BROADWAY PALMETTO HORIZONTAL PROPERTY REGIME, PHASE 3

#### **DESCRIPTION OF PHASE 3 PROPERTY**

ALL that certain piece, parcel or lot of land, having and containing 0.56 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described as "Phase 3, 0.56 acres, 24,563 square feet" on the plat entitled "Broadway Palmetto Horizontal Property Regime Phase 2, Building 18/19 and Phase 3, Building 20" dated February 29, 2008, prepared by Associated Land Surveyors ("Plat") and being a portion of TMS# 173-00-04-0158. Said property is more particularly described by courses and distances, metes and bounds, as follows:

To find the **Point of Beginning** commence at the ½" iron pipe located adjacent to Robert M. Grissom Parkway having a South Carolina Plan Coordinate N 693,016.70, E 2,647,677.03 ("**Point of Commencement**") and proceeding N49°12'09"W for a distance 530.75 feet to a point; thence proceeding N54°57'02"E for a distance of 303.25 feet to a point; thence proceeding N38°21'38"E for a distance of 223.78 feet; thence proceeding N51°38'21"W for a distance of 216.72 feet; thence proceeding N47°11'59"E for a distance of 79.14 feet; thence proceeding N42°48'01"W for a distance of 235.14 feet; thence proceeding N47°06'26"E for a distance of 143.46 feet to a point, said point marking the **Point of Beginning** for the Phase 3 Property (P.O.B. Phase 3 N 694171.55, E 2647495.86). From said **Point of Beginning** proceeding N47°06'20"E for a distance of 111.69 feet to a point; thence proceeding S46°17'00"E for a distance of 217.00 feet to a point; thence proceeding S43°43'00"W for a distance of 111.49 feet to a point; thence proceeding N46°17'00"W for a distance of 223.61 feet to the point which marks the **Point of Beginning**.

In the event of any discrepancy between the above descriptions and the aforementioned plat of record, said Plat shall be controlling.

#### **EASEMENTS**

**ALSO**, a non-exclusive perpetual easement of ingress and egress to and from, and use of, the Common Elements as that term is defined in the Master Deed, said easement rights subject to the terms and conditions of the Master Deed and other related project documentation.

The within granted easements are hereby intended to be easements appurtenant to the Property as well as to the Future Phase Property if, and when, incorporated into the Regime, for the use, benefit and to be incident to the ownership of the Regime and the Future Phase Property, as applicable, and any portions thereof, or any condominium and other improvements located therein or thereon now or at any time in the future.

**SAVE AND EXCEPT THEREFROM**, perpetual, non-exclusive easements for use, ingress, and egress over and across, all roads and walkways shown throughout the Property and all Future Phase property on the Plat, said reserved easements being in favor of the Declarant, its successors and assigns, expressly for, but not limited to, the purposes of construction of the Future Phase Property as depicted on the Plat whether or not said property becomes a part of the Regime; and

thereon, together with a perpetual, non-exclusive easement to such lines, equipment and facilities to allow for the maintenance, repair or replacement of such lines, facilities and equipment or for the purpose of installing additional lines, equipment and facilities thereon from time to time.

**FURTHER, SAVE AND EXCEPT**, a perpetual, non-exclusive easement over, under and through the Property to install lines, equipment and facilities for utility and drainage purposes and Declarant reserves the right to grant easements over said Property for the installation of maintenance of additional lines, equipment, cable television lines and infrastructure, or facilities for utility, communication, and drainage purposes from time to time; and

**FURTHER**, Declarant reserves the right to assign all above easements, and to grant licenses for use of said reserved easements, to third parties including, but not limited to, the general public.

**FURTHER**, the Declarant expressly reserves the right to improve the aforementioned property by clearing, tree pruning, constructing additional parking and common facilities, including, but not necessarily limited to recreational facilities, drainage facilities, lagoons, and the like, pertaining to Broadway Palmetto Horizontal Property Regime.

**FURTHER**, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project including, but not limited to the Future Phase Property and Broadway Plantation Horizontal Property Regime, the use, ingress and egress of the Common Elements, roadways, recreational facilities, if any, located on or to be located in Phase 1 or Future Phase Property described above, said reservation conditioned as set forth in Article 7 of the Master Deed.

**FURTHER**, the above property is submitted to the Broadway Palmetto Horizontal Property Regime subject to that certain Master Declaration of Covenants, Conditions and Restrictions dated May 27, 1998, and recorded on June 9, 1998 in the Office of the Register of Deeds for Horry County, South Carolina, in Deed Book 2043 at Page 692 as amended by that First Amendment to Master Declaration of Covenants, Conditions and Restrictions dated August 12, 1998 and recorded on September 10, 1998 in the Office of the Register of Deeds for Horry County, South Carolina, in Deed Book 2070 at Page 202 and re-recorded in Deed Book 2071 at Page 1322, as amended by that Second Amendment to Master Declaration recorded in Deed Book 2161, Page 1039, as further amended by that Third Amendment to Master Declaration recorded in Deed Book 2294, Page 927, as further amended by that Fourth Amendment to Master Declaration recorded in Deed Book 2393 at Page 691, as further amended further by that Fifth Amendment to Master Declaration recorded in Deed Book 2752 at Page 217, as further amended by that Sixth Amendment to Master Declaration recorded in Deed Book 3154 at Page 549, and as may further be amended from time to time.

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The property intended to be made a part of the Broadway Palmetto Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. December 23, 2003 in Deed Book 2679 at Page 1077 in the Office of the Register of Deeds for Horry County, South Carolina.

## **DESCRIPTION OF FUTURE PHASE PROPERTY**

ALL that certain piece, parcel or lot of land, having and containing 3.02 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described on the Plat as "Remaining Portions of TMS 173-00-04-153 N/F SVO Myrtle Beach, Inc." Said property is a portion of the 3.47 acre parcel conveyed by Limited Warranty Deed from Myrtle Beach Farms to Vistana M.B., Inc. as recorded on September 26, 2003 in Deed Book 2646 at Page 833 and Plat Book 192 at Page 119 in the Office of the Register of Deeds for Horry County, South Carolina.

ALL that certain piece, parcel or lot of land, having and containing 7.45 acres, more or less, lying and being in the City of Myrtle Beach, Horry County, South Carolina and being shown and described on the Plat as "Remaining Portions of TMS 173-00-04-158 N/F SVO Myrtle Beach, Inc." Said property is a portion of the 9.26 acre parcel conveyed by Limited Warranty Deed from Myrtle Beach Farms to Vistana M.B., Inc. as recorded on December 23, 2003 in Deed Book 2679 at Page 1077 and Plat Book 194 at Page 160 in the Office of the Register of Deeds for Horry County, South Carolina.

HILTONHEAD-#667074-v2 116234-00016

McNAIR LAW FIRM, P.A.

ATTORNEYS AND
COUNSELORS AT LAW