

BROADWAY PLANTATION

EXHIBIT "A"
TO
MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 2 AND PHASE 28 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in Myrtle Beach, Horry County, South Carolina generally known as Phases 2 and 28 of Broadway Plantation Horizontal Property Regime consisting of two parcels containing 0.94 acres and 1.36 acres, more or less, said parcels shown and described as "Phase 2 Property" and "Phase 28 Property" on the plat entitled "As-Built Survey, Phases 2 and 28, Broadway Plantation Horizontal Property Regime," 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 May 26, 1998, and is recorded in the RMC Office for Horry County, South Carolina in Plat Book 155 at Page 119 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 2

ALL that certain piece, parcel or lot of land, having and containing 0.94 acres, more or less, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "Phase 2, 40,749 sq. ft., 0.94 acres" on the plat entitled "Asbuilt Plat of Broadway Plantation Horizontal Property Regime Phases 2 and 28, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated May 26, 1998 and recorded June 2, 1998 in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 155 at Page 119. Said property is more particularly described by courses and distances, metes and bounds, as follows:

Beginning at a 1/2" iron Pipe, at the common corner for the 29th Place at Carriage Row, Myrtle Beach Farms Co., Inc., and Phase 2 and having a South Carolina Plan Coordinate N 692,756.44, E 2,646,851.52 and thence proceeding N 16° 14'25" E for a distance of 80.00 feet to a point; thence proceeding N 55° 15'31" E for a distance of 155.00 feet to a point; thence proceeding S 67° 55'58" E for a distance of 56.48 feet to a point; thence proceeding S 33° 46'29" W for a distance of 59.98 feet to a point; thence proceeding S 41° 29'04" E for a distance of 78.95 feet to a point; thence proceeding S 25° 02'15" W for a distance of 128.99 feet to a point; thence proceeding N 86° 33'04" W for a distance of 247.51 feet to a point; thence proceeding N 50° 14'29" E for a distance of 104.86 feet to the point which marks the Point of Beginning.

PHASE 28

ALL that certain piece, parcel or lot of land, having and containing 1.36 acres, more or less, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "Phase 28, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A'" on the plat entitled "Asbuilt Plat of Broadway Plantation Horizontal Property Regime Phases 2 and 28, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated May 26, 1998 and recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 155 at Page 119. Said property is more particularly described by courses and distances, metes and bounds, as follows:

Beginning at South Carolina State Plane Coordinate N 693,126.23, E 2,647,531.53, which is referenced to the North American Datum of 1983, and proceeding S 24°05'08" W for a distance of 69.87 feet to a point; thence proceeding S 65°54'52" E for a distance of 5.91 feet to a point; thence proceeding S 24°05'08" W for a distance of 50.00 feet to a point; thence proceeding N 65°54'52" W for a distance of 94.00 feet to a point; thence proceeding S 24°05'08" W for a distance of 57.13 feet to a point; thence proceeding S 25°40'45" E for a distance of 108.49 feet to a point; thence proceeding S 20°06'10" W for a distance of 14.99 feet to a point; thence proceeding S 65°06'10" W for a distance of 49.12 feet to a point; thence proceeding N 25°40'45" W for a distance of 125.69 feet to a point; thence proceeding S 64°19'15" W for a distance of 50.95 feet to a point; thence proceeding S 24°04'53" W for a distance of 36.03 feet to a point; thence proceeding N 65°55'07" W for a distance of 30.95 feet to a point; thence proceeding N 03°43'05" E for a distance of 34.33 feet to a point; thence proceeding N 60°53'44" E for a distance of 34.44 feet to a point; thence proceeding S 65°55'07" E for a distance of 32.10 feet to a point; thence proceeding N 24°04'53" E for a distance of 48.26 feet to a point; thence proceeding N 65°55'07" W for a distance of 34.00 feet to a point; thence proceeding N 24°04'54" E for a distance of 70.66 feet to a point; thence proceeding N 65°55'07" W for a distance of 69.47 feet to a point; thence proceeding N 24°04'54" E for a distance of 12.32 feet to a point; thence proceeding N 65°55'07" W for a distance of 42.09 feet to a point; thence proceeding N 23°56'56" E for a distance of 20.87 feet to a point; thence proceeding N 66°03'04" W for a distance of 9.70 feet to a point; thence proceeding N 23°56'56" E for a distance of 30.90 feet to a point; thence proceeding N 66°03'04" W for a distance of 10.79 feet to a point; thence proceeding N 24°04'53" E for a distance of 17.49 feet to a point; thence proceeding N 66°04'08" W for a distance of 17.24 feet to a point; thence proceeding N 38°48'52" E for a distance of 39.63 feet to a point; thence proceeding N 68°20'50" E for a distance of 39.63 feet to a point; thence proceeding S 06°58'13" E for a distance of 19.30 feet to a point; thence proceeding N 75°04'47" E for a distance of 9.49 feet to a point; thence proceeding N 34°39'27" E for a distance of 16.00 feet to a point; thence proceeding N 75°21'59" E for a distance of 16.00 feet to a point; thence proceeding S 63°55'30" E for a distance of 16.00 feet to a point; thence proceeding S 19°35'04" E for a distance of 18.70 feet to a point; thence proceeding S 63°59'46" E for a distance of 25.72 feet to a point; thence proceeding S 23°53'03" E for a distance of 25.72 feet to a point; thence proceeding S 38°36'51" E for a distance of 18.28 feet to a point; thence proceeding S 18°33'51" E for a distance of 11.78 feet to a point; thence proceeding S 65°54'52" E for a distance of 170.48 feet to the point which marks the Point of Beginning.

In the event of any discrepancy between the above description 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to that certain Master Declaration of Covenants, Conditions and Restrictions dated May 27, 1998, and recorded in the RMC Office for Horry County, South Carolina, in Deed Book 2043 at Page 692.

FURTHER, the above property is submitted to the Broadway Plantation 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 RMC Office for Horry County, South Carolina.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to taxes for the year 1998, and all subsequent year, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 30, 1996 and recorded December 31, 1996 in Deed Book 1911 at Page 099, records of Horry County, South Carolina

DESCRIPTION OF FUTURE PHASE PROPERTY

11.70 Acre Tract

ALL that certain piece, parcel or lot of land, having and containing 11.70 acres, more or less, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and located on the western right-of-way of Central Parkway and being shown and described as "Reserved for Future Phase Property Vistana M.B., Inc." on the

plat entitled "Asbuilt Plat of Broadway Plantation Horizontal Property Regime Phases 2 and 28, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated May 26, 1998 and recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 155 at Page 119. Said property is more particularly described by courses and distances, metes and bounds, as follows:

Beginning at a 1/2" iron pipe on the northwestern right-of-way line of Central Parkway, being 1,849 feet ± west of the western right-of-way of 38th Avenue North and having a South Carolina State Plane coordinate value of N 693,016.70, E 2,647,677.03, which is referenced to the North American Datum of 1983, and running with said right of way of Central Parkway, along a curve in a southwesterly direction having a Delta of 20°00'00", a radius of 776.20 feet, a length of 270.95 feet, and a chord bearing of S 27°34'04" W for a distance of 269.57 feet to a point; thence S 17°34'04" W, for a distance of 87.42 feet to a point; thence proceeding along a curve in a southwesterly direction having a Delta of 30°00'09", a radius of 758.51 feet, a length of 397.19 feet and a chord bearing of S 32°34'09" W for a distance of 392.67 feet to a point; thence proceeding S 47°34'13" W for a distance of 232.31 feet to a point; thence proceeding N 42°25'47" W for a distance of 609.69 feet to a point; thence proceeding N 50°14'29" E for a distance of 51.02 feet to a point; thence proceeding S 86°33'04" E for a distance of 247.51 feet to a point; thence proceeding N 25°02'15" E for a distance of 128.99 feet to a point; thence proceeding N 41°29'04" W for a distance of 78.95 feet to a point; thence proceeding N 33°46'29" E for a distance of 59.98 feet to a point; thence proceeding N 67°55'58" W for a distance of 56.48 feet to a point; thence proceeding N 06°19'47" E for a distance of 89.00 feet to a point; thence proceeding N 80°19'56" W for a distance of 87.00 feet to a point; thence proceeding N 13°08'51" E for a distance of 180 feet to a point; thence proceeding N 33°47'51" E for a distance of 159.00 feet to a point; thence proceeding S 59°52'09" E for a distance of 40.00 feet to a point; thence proceeding N 35°17'51" E for a distance of 102.00 feet to a point; thence proceeding N 81°47'51" E for a distance of 78.12 feet to a point; thence proceeding S 49°12'09" E for a distance of 596.39 feet to the point which marks the Point of Beginning.

SAVE AND EXCEPT therefrom the 1.36 acre parcel depicted on said plat as "Phase 28" 59,293 sq. ft., 1.36 acres inclusive of Commercial Unit 'A'".

AND ALSO "OPTION PARCEL" (Future Phase Property)

All that certian piece, parcel or tract of land, situate, lying and being in Horry County, State of South Carolina, containing 26.00 acres, more or less, as shown on a map entitled "Map of 14.0 Acres and 26.0 Acres of Land, located Between U.S. Hwy 17 Bypass and Central Parkway and Between 29th and 30th Avenues North, Dogwood Neck Township, Myrtle Beach, Horry County, S. C." prepared for Myrtle Beach Farms Company, Inc. by Associated Land Surveyors dated December 26, 1996, said property have such courses, distances, metes and bounds as are more fully shown on said map, which map is incorporated herein by reference and being more particularly described as follows:

BEGINNING at a point which is located six (6) calls and distances as measured from the northeastern right-of-way line of 29th Avenue North at its intersection with Central Parkway: (1) N 38-46-20 E 423.21 feet to a point thence; (2) with the arch of a circular curve to the right having a radius of 1,969.83 feet, an arch distance of 343.80 feet and subtended by a chord bearing of N 43-46-20 E 343.36 feet; thence (3) N 48-46-20 E 263.98 feet thence; (4) with the arch of a circular curve to the left having a radius of 758.51 feet, an arch distance of 397.19 feet and subtended by a chord bearing N 33-46-16 E 392.67 feet thence; (5) N 18-46-11 E 87.42 feet thence; (6) with the arch of a circular curve to the right having a radius of 776.20 feet, an arch

distance of 270.94 feet and subtended by a chord bearing N 28-46-11 E 269.57 feet to the point of beginning and run thence N 48-00-00 W 596.38 feet to a point thence S 83-00-00 W 78.12 feet to a point thence; S 36-30-00 W 102.00 feet to a point thence N 58-40-00 W 40.00 feet to a point thence; S 35-00-00 W 159.00 feet to a point thence; S 14-21-00 W 180.00 feet to a point thence; S 79-07-47 E 87.0 feet to a point thence; S 07-31-56 W 89.00 feet to a point thence; S 56-27-40 W 155.00 feet to a point thence S 17-26-34 W 80.00 feet to a point thence; N 52-53-05 W 609.79 feet to a point thence; N 48-18-33 E 1737.90 feet to a point thence; S 40-21-39 E 802.74 feet to a point, said point being located in the northwestern right-of-way line of Central Parkway, and run with said right-of-way with the arch of a circular curve to the right having a radius of 1,213.22; an arch distance of 265.01 feet and subtended by a chord bearing S 32-30-43 W 264.48 feet to a point; thence continuing with the aforesaid right-of-way S 38-46-11 W 572.37 feet to the point and place of BEGINNING, containing 26.00 acres more or less as shown on survey prepared by Associated Land Surveyors dated December 26, 1996.

In the event of any discrepancy between the above description and the aforementioned plats or map, said plat or map shall be controlling.

{146133.2} 12731-00301

EXHIBIT "A"
TO
FIRST AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 1 AND PHASE 33 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as Phase 1 and Phase 33 of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.67 acres, more or less, said parcel shown and described as "Phase 1, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft Phase 33 (1st floor)" on the plat entitled "As-Built Plat of Broadway Plantation Horizontal Property Regime Phases 1 and 33 Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc." 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 July 21, 1998, and is recorded in the RMC Office for Horry County, South Carolina in Plat Book 157 at Page 65 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

To find the Point of Beginning commence at a point located at the southern common boundary corner of Myrtle Beach Farms Co., Inc. and the right of way of Central Parkway and proceeding from said **Point of Commencement** N 16°01'28" E for a distance of 445.44 feet to the point located at South Carolina State Plane Coordinate N 692,634.86, E 2,647,266.00 which point marks the **Point of Beginning** for the Phase 1 property. From said **Point of Beginning** proceeding N 67°56'51" W for a distance of 241.82 feet to a point; thence proceeding N 25°02'15" E for a distance of 127.24 feet to a point; thence proceeding S 67°55'59" E for a distance of 191.54 feet to a point; thence proceeding S 21°00'00" E for a distance of 63.94 feet to a point; thence proceeding S 22°03'09" W for a distance of 80.30 feet to the point which marks the Point of Beginning.

In the event of any discrepancy between the above description 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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 RMC Office for Horry County, South Carolina, in Deed Book 2043 at Page 692.

FURTHER, the above property is submitted to the Broadway Plantation 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 RMC Office for Horry County, South Carolina.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to taxes for the year 1998, and all subsequent year, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 30, 1996 and recorded December 31, 1996 in Deed Book 1911 at Page 099, records of Horry County, South Carolina

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "**Phase 2**, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "**Phase 28**, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119", and "**Phase 1**, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. **Phase 33** (1st floor)" on the plat entitled "Asbuilt Plat of Broadway Plantation Horizontal Property Regime Phases 1 and 33, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated July 21, 1998 and recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 157 at Page 65.

(148106.3) 12731-00302

EXHIBIT "A"
TO
THIRD AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 3 AND PHASE 4 PROPERTY

ALL those certain pieces, parcels or tracts of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 3** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.41 acres, more or less, said parcel shown and described as "Phase 3, 17,726 sq. ft., 0.41 acres" and **Phase 4** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.54 acres, more or less, said parcel shown and described as "Phase 4, 23,647 sq. ft., 0.54 acres" on the plat entitled "As-Built Plat of Broadway Plantation Horizontal Property Regime Phases 3 and 4 Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc." 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 October 7, 1998, and is recorded in the RMC Office for Horry County, South Carolina in Plat Book 15 & Page 244 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 3

To find the Point of Beginning commence at the point located at the southwestern common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with 29th Place at Carriage Row and proceeding from said **Point of Commencement** S 72°40'29" E for a distance of 149.11 feet to the point located at South Carolina State Plane Coordinate N 692,612.35 E 2,646,874.03, which point marks the **Point of Beginning** for the Phase 3 property. From said **Point of Beginning** proceeding N 50°42'20" E for a distance of 104.15 feet to a point; thence proceeding S 86°33'04" E for a distance of 5.51 feet to a point; thence proceeding S 39°17'40" E for a distance of 160.16 feet to a point; thence proceeding S 50°42'20" W for a distance of 108.20 feet to a point; thence proceeding N 39°17'40" W for a distance of 163.90 feet to the point which marks the **Point of Beginning**.

PHASE 4

To find the Point of Beginning commence at the point located on the southwestern common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with the right of way of Central Parkway and proceeding from said **Point of Commencement** N 32°45'03" E for a distance of 200.09 feet to the point located at South Carolina State Plane Coordinate N 692,375.02 E 2,647,251.28, which point marks the **Point of Beginning** for the Phase 4 property. From said **Point of Beginning** proceeding N 75°02'36" W for a distance of 217.95 feet to a point; thence proceeding N 15°02'49" E for a distance of 108.51 feet to a point; thence proceeding S 74°57'11" E for a distance of 217.95 feet to a point; thence proceeding S 15°02'49" W for a distance of 108.17 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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 RMC Office 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 RMC Office for Horry County, South Carolina, in Deed Book 2070 at Page 202 and as further amended by that Second Amendment to Master Declaration of Covenants, Conditions and Restrictions dated August 12, 1998 and recorded on September 10, 1998 in the RMC Office for Horry County, South Carolina, in Deed Book 2070 at Page 204.

FURTHER, the above property is submitted to the Broadway Plantation 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 RMC Office for Horry County, South Carolina.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to taxes for the year 1998, and all subsequent year, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 30, 1996 and recorded December 31, 1996 in Deed Book 1911 at Page 099, records of Horry County, South Carolina

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "Phase 2, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "Phase 28, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "Phase 1, 66,591 sq. ft., 1.53 acres Inclusive of 9,679 sq. ft. Phase 33 (1st floor)," Phase 3, 17,726 sq. ft., 0.41 acres, and Phase 4, 23,647 sq. ft., 0.54 acres on the plat entitled "Asbuilt Plat of Broadway Plantation Horizontal Property Regime Phase 3, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated July 1, 1998 and recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 158 at Page 244 .

{153900.1} 12731-00303

EXHIBIT "A"
TO
FOURTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 7 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as Phase 7 of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.42 acres, more or less, said parcel shown and described as "Phase 7, 18,167 sq. ft., 0.42 acres" on the plat entitled "As-Built Plat of Broadway Plantation Horizontal Property Regime Phase 7 Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc." 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 June 16, 1999, and is recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 163 at Page 123 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 7

To find the Point of Beginning commence at the common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with 29th Place at Carriage Row at a point located at South Carolina State Plane Coordinate N 692,756.44 E 2,646,851.52, an proceeding from said point N 08°35'45" E for a distance of 100.83 to the point which marks the **Point of Beginning** for the Phase 7 property. Said **Point of Beginning** located at State Plane Coordinate N 692,856.14 E 2,646,866.59. From said **Point of Beginning** proceeding N 52°25'10"W for a distance of 163.62 feet to a point; thence proceeding N 37°34'50" E for a distance of 111.03 feet to a point; thence proceeding S 52°25'10" E for a distance of 163.62 feet to a point; thence proceeding S 37°34'50" W for a distance of 111.03 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 Property herein and 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, re-recorded in Deed Book 2071 at Page 1322; and as further amended by that Second Amendment to Master Declaration of Covenants, Conditions and Restrictions dated June 29, 1999 and recorded on July 2, 1999 in the Office of the Register of Deeds for Horry County, South Carolina, in Deed Book 2161 at Page 1037, and as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to taxes for the year 1999, and all subsequent year, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 October 29, 1998 and recorded November 2, 1998, in Deed Book 2085 at Page 1183, records of Horry County, South Carolina

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated October 29, 1998 and recorded November 2, 1998 in Deed Book 2085, Page 1183, records of Horry County.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "Phase 2, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "Phase 28, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "Phase 1, 66,591 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. Phase 33 (1st floor)," Phase 3, 17,726 sq. ft., 0.41 acres, Phase 4, 23,647 sq. ft., 0.54 acres, and Phase 7, 18,167 sq. ft., 0.42 acres, on the plat entitled "Asbuilt Plat of Broadway Plantation Horizontal Property Regime Phase 7, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated June 16, 1999 and recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 163 at Page 123.

(180465.2) 12731-00304

173-19-01-106 thru 125
SPRINT FROM 173-00-04-131
Map Blk Parcel 5/19/00
3"

BJ&G:CSG: 5/9/00

EXHIBIT "A"
TO
FIFTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 8 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 8** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.45 acres, more or less, said parcel shown and described as "Phase 8, 18,698 sq. ft., 0.45 acres" on the plat entitled "Record Drawing of Broadway Plantation Horizontal Property Regime Phase 8 Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc." 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 May 1, 2000, and is recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book ~~169~~ at Page ~~238~~ ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 8

To find the Point of Beginning commence at the point located on the southwestern common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with the right of way of Central Parkway and proceeding from said Point of Commencement N 42°25'47" W for a distance of 609.69 feet to a point; thence proceeding N 50°14'29" E for a distance of 155.88 feet to a point located at South Carolina State Plane Coordinate N 692,756.44, E 2,646,851.52; thence proceeding N 54°05'12" W for a distance of 380.00 feet to a point; thence proceeding N 35°54'48" E for a distance of 73.81 feet to a point located at South Carolina State Plane Coordinate N 693,039.12, E 2,646,587.05, which point marks the **Point of Beginning** for the Phase 8 property. From said **Point of Beginning** proceeding N 35°54'48" E for a distance of 114.40 feet to a point; thence proceeding S 59°43'26" E for a distance of 174.25 feet to a point; thence proceeding S 37°34'50" W for a distance of 114.78 feet to a point; thence proceeding N 59°43'26" W for a distance of 170.90 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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 and as further amended by that Second Amendment to Master Declaration recorded in Deed Book 2161, Page 1039, and as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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, Plat Book 154 at Page 328 and Plat Book 158 at Page 104.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to taxes for the year 2000, and all subsequent year, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 October 29, 1998 and recorded November 2, 1998, in Deed Book 2085 at Page 1183, records of Horry County, South Carolina

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated October 29, 1998, and recorded November 2, 1998 in Deed Book 2085, Page 1183, records of Horry County.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "**Phase 2**, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "**Phase 28**, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "**Phase 1**, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. **Phase 33** (1st floor)," **Phase 3**, 17,726 sq. ft., 0.41 acres, **Phase 4**, 23,647 sq. ft., 0.54 acres, **Phase 7**, 18,167 sq. ft., 0.42 acres, and **Phase 8**, 18,698 sq. ft., 0.45 acres on the plat entitled "Record Drawing of Broadway Plantation Horizontal Property Regime Phase 8, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated May 1, 2000, and recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 169 at Page 238.

{180472.2} 12731-003-04

EXHIBIT "A"
TO
SIXTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 9 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 9** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.40 acres, more or less, said parcel shown and described as "Phase 9, 17,469 sq. ft., 0.40 acres" on the plat entitled "Record Drawing of Broadway Plantation Horizontal Property Regime Phase 9 Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc." 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 14, 2000, and is recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 172 at Page 54 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 9

To find the Point of Beginning commence at the point located on the southwestern common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with the right of way of Central Parkway and proceeding from said **Point of Commencement** N 42°25'47" W for a distance of 609.69 feet to a point; thence proceeding N 50°14'29" E for a distance of 155.88 feet to a point located at South Carolina State Plane Coordinate N 692,756.44, E 2,646,851.52; thence proceeding N 54°05'12" W for a distance of 380.00 feet to a point; thence proceeding N 35°54'48" E for a distance of 136.25 feet to a point located at South Carolina State Plane Coordinate N 693,089.69, E 2,646,623.67, which point marks the **Point of Beginning** for the Phase 9 property. From said **Point of Beginning** proceeding N 59°17'06" W for a distance of 98.78 feet to a point; thence proceeding N 30°42'64" E for a distance of 172.09 feet to a point; thence proceeding N 55°44'30" E for a distance of 21.87 feet to a point; thence proceeding S 45°29'59" E for a distance of 60.01 feet to a point; thence proceeding S 43°27'04" W for a distance of 37.88 feet to a point; thence proceeding S 54°05'12" E for a distance of 52.18 feet to a point; thence proceeding S 35°54'48" W for a distance of 136.49 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

SAVE AND EXCEPT THEREFROM, perpetual, non-exclusive easement of the elevators and elevator building which is part of Phase 9, said reserved easement being in favor of the Declarant, its successors and assigns.

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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, and as further amended by that Third Amendment to Master Declaration recorded in Deed Book ~~2161~~, Page ~~1039~~, and as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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, Plat Book 154 at Page 328 and Plat Book 158 at Page 104.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to taxes for the year 2000, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 October 29, 1998 and recorded November 2, 1998, in Deed Book 2085 at Page 1183, records of Horry County, South Carolina.

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "**Phase 2**, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "**Phase 28**, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "**Phase 1**, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. **Phase 33** (1st floor), "**Phase 3**, 17,726 sq. ft., 0.41 acres, **Phase 4**, 23,647 sq. ft., 0.54 acres, **Phase 7**, 18,167 sq. ft., 0.42 acres, **Phase 8**, 18,698 sq. ft., and 0.45 acres **Phase 9**, 17,469 sq. ft., 0.40 acres, on the plat entitled "Record Drawing of Broadway Plantation Horizontal Property Regime Phase 9 and Phase 10, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated August 14, 2000, and recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 172 at Page 54.

{218176.2} 12731-00307

EXHIBIT "A"
TO
SEVENTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 10 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as Phase 10 of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.42 acres, more or less, said parcel shown and described as "Phase 10, 18,157 sq. ft., 0.42 acres" on the plat entitled "Corrective Plat of Broadway Plantation Horizontal Property Regime Phase 9 and Phase 10 Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc." 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 14, 2000, and is recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 172 at Page 246 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 10

To find the Point of Beginning commence at the point located on the southwestern common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with the right of way of Central Parkway and proceeding from said Point of Commencement N 42°25'47" W for a distance of 609.69 feet to a point; thence proceeding N 50°14'29" E for a distance of 155.88 feet to a point located at South Carolina State Plane Coordinate N 692,756.44, E 2,646,851.52; thence proceeding N 54°05'12" W for a distance of 380.00 feet to a point; thence proceeding N 35°54'48" E for a distance of 272.74 feet to a point located at South Carolina State Plane Coordinate N 693,200.24, E 2,646,703.73, which point marks the Point of Beginning for the Phase 10 property. From said Point of Beginning proceeding N 54°05'12" W for a distance of 52.18 feet to a point; thence proceeding N 43°27'04" E for a distance of 37.88 feet to a point; thence proceeding N 45°29'59" W for a distance of 60.01 feet to a point; thence proceeding N 55°44'30" E for a distance of 144.73 feet to a point; thence proceeding S 42°53'34" E for a distance of 80.32 feet to a point; thence proceeding S 56°12'09" E for a distance of 43.52 feet to a point; thence proceeding S 59°36'24" W for a distance of 161.33 feet to a point; thence proceeding S 34°54'48" W for a distance of 20.94 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, and as further amended by that Third Amendment to Master Declaration recorded in Deed Book 2294, Page 927, and as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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, Plat Book 154 at Page 328 and Plat Book 158 at Page 104.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to taxes for the year 2000, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "Phase 2, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "Phase 28, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "Phase 1, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. Phase 33 (1st floor)," Phase 3, 17,726 sq. ft., 0.41 acres, Phase 4, 23,647 sq. ft., 0.54 acres, Phase 7, 18,167 sq. ft., 0.42 acres, Phase 8, 18,698 sq. ft., 0.45 acres Phase 9, 17,469 sq. ft., 0.40 acres, and Phase 10, 18,157 sq. ft., 0.42 acres, on the plat entitled "Corrective Plat of Broadway Plantation Horizontal Property Regime Phase 9 and Phase 10, Located on Central Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for Vistana MB, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated August 14, 2000 and revised September 11, 2000, and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 172 at Page 246.

{226141.2} 12731-00308

EXHIBIT "A"
TO
EIGHTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 11 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 11** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.55 acres, more or less, said parcel shown and described as "Phase 11 Located on Robert M. Grissom Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc." 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 June 25, 2001, and is recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 178 at Page 154 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 11

To find the Point of Beginning commence at the point located on the southwestern common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with the right of way of Robert M. Grissom Parkway and proceeding from said **Point of Commencement** N 42°25'47" W for a distance of 609.69 feet to a point; thence proceeding N 50°14'29" E for a distance of 155.88 feet to a point located at South Carolina State Plane Coordinate N 692,756.44, E 2,646,851.52; thence proceeding N 54°05'12" W for a distance of 380.00 feet to a point; thence proceeding N 47°06'26" E for a distance of 480.20 feet to a point; thence proceeding S 42°53'34 E for a distance of 67.07 feet to a point located at South Carolina State Plane Coordinate N 693,391.82, E 2,646,755.10, which point marks the **Point of Beginning** for the Phase 11 property. From said **Point of Beginning** proceeding N 43°41'16" E for a distance of 216.93 feet to a point; thence proceeding S 46°14'04" E for a distance of 109.66 feet to a point; thence proceeding S 43°52'07" W for a distance of 219.73 feet to a point; thence proceeding N 56°12'09" W for a distance of 15.46 feet to a point; thence proceeding N 42°53'34" W for a distance of 67.07 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, and 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 ~~191~~, and as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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, 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 Plantation Horizontal Property Regime subject to taxes for the year 2001, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 August 30, 2000 and recorded August 31, 2000 in Deed Book 2295, Page 70, records of Horry County, South Carolina.

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated August 30, 2000 and recorded August 31, 2000 in Deed Book 2295, Page 70, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "Phase 2, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "Phase 28, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "Phase 1, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. Phase 33 (1st floor)," Phase 3, 17,726 sq. ft., 0.41 acres, Phase 4, 23,647 sq. ft., 0.54 acres, Phase 7, 18,167 sq. ft., 0.42 acres, Phase 8, 18,698 sq. ft., 0.45 acres Phase 9, 17,469 sq. ft., 0.40 acres, Phase 10, 18,157 sq. ft., 0.42 acres, and Phase 11, 24,034 sq. ft., 0.55 acres, on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phases 11, 12 and 13, Located on Robert M. Grissom Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated June 25, 2001, and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 178 at Page 154.

{250651.2}

EXHIBIT "A"
TO
NINTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 12 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 12** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.45 acres, more or less, said parcel shown and described as "Phase 12, 19,729 sq. ft., 0.45 acres" on the plat entitled "Record Drawing of Broadway Plantation Horizontal Property Regime Phases 11, 12 and 13 Located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc." 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 June 25, 2001, and is recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 178 at Page 154 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 12

To find the Point of Beginning commence at the point located on the southwestern common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with the right of way of Central Parkway and proceeding from said **Point of Commencement** N 42°25'47" W for a distance of 609.69 feet to a point; thence proceeding N 50°14'29" E for a distance of 155.88 feet to a point located at South Carolina State Plane Coordinate N 692,756.44, E 2,646,851.52; thence proceeding N 54°05'12" W for a distance of 609.79 feet to a point; thence proceeding N 47°06'26" E for a distance of 1,041.15 feet to a point located at South Carolina State Plane Coordinate N 693,780.44, E 2,647,074.87, which point marks the **Point of Beginning** for the Phase 12 property. From said **Point of Beginning** proceeding S 30°39'44" E for a distance of 169.79 feet to a point; thence proceeding S 24°57'09" W for a distance of 58.35 feet to a point; thence proceeding S 46°09'24" W for a distance of 50.25 feet to a point; thence proceeding N 57°41'00" E for a distance of 22.69 feet to a point; thence proceeding N 29°30'20" W for a distance of 171.49 feet to a point; thence proceeding N 47°06'26" E for a distance of 106.35 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.

[It is noted for the record that the note/legend on the aforementioned plat which depicts the Unit Numbers and elevations refers to Units 1210 and 1220 which do not exist as separate Units. The first and second floor Units start at Units 1211 and 1221].

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

SAVE AND EXCEPT THEREFROM, perpetual, non-exclusive easement of the elevators and elevator building which is part of Phase 12, said reserved easement being in favor of the Declarant, its successors and assigns.

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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, and 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, and as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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 2262 at Page 936, Plat Book 154 at Page 328, Plat Book 158 at Page 104, and Plat Book 170 at Page 4.

FURTHER, the above property is submitted to the Broadway Plantation Horizontal Property Regime subject to taxes for the year 2002, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 August 30, 2000 and recorded August 31, 2000, in Deed Book 2295 at Page 70, records of Horry County, South Carolina.

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated August 30, 2000 and recorded August 31, 2000 in Deed Book 2295, Page 70, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "**Phase 2**, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "**Phase 28**, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "**Phase 1**, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. **Phase 33** (1st floor)," **Phase 3**, 17,726 sq. ft., 0.41 acres, **Phase 4**, 23,647 sq. ft., 0.54 acres, **Phase 7**, 18,167 sq. ft., 0.42 acres, **Phase 8**, 18,698 sq. ft., and 0.45 acres **Phase 9**, 17,469 sq. ft., 0.40 acres, **Phase 10**, 18,157 sq. ft, 0.42 acres, **Phase 11**, 24,034 sq. ft., 0.55 acres, **Phase 12**, 19,729 sq. ft., 0.45 acres, on the plat entitled "Record Drawing of Broadway Plantation Horizontal Property Regime Phases 11, 12 and Phase 13, Located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated June 25, 2001, and recorded in the Office of the Register of Mesne Conveyances for Horry County, South Carolina in Plat Book 178 at Page 154.

{258084.1}

EXHIBIT "A"
TO
TENTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 13 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 13** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.36 acres, more or less, said parcel shown and described as "Phase 13, 15,656 sq. ft., 0.36 acres" on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phases 11, 12, and 13 Located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc." 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 June 25, 2001, and is recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 178 at Page 154 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 13

To find the Point of Beginning commence at the point located on the northeastern common boundary line with Myrtle Beach Farms Co., Inc. where it intersects with the right of way of Robert M. Grisson Parkway and proceeding from said **Point of Commencement** N 49°12'09" W for a distance of 596.39 feet to a point; thence proceeding N 19°43'53" E for a distance of 53.05 feet to a point located at South Carolina State Plane Coordinate N 693,456.31, E 2,647,243.46, which point marks the **Point of Beginning** for the Phase 13 property. From said **Point of Beginning** proceeding N 57°41'00" W for a distance of 169.04 feet to a point; thence proceeding N 46°09'24" E for a distance of 50.25 feet to a point; thence proceeding N 24°57'09" E for a distance of 58.35 feet to a point; thence proceeding S 56°39'53" E for a distance of 127.98 feet to a point; thence proceeding S 05°40'13" E for a distance of 20.10 feet to a point; thence proceeding S 19°43'53" for a distance of 82.65 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 ANDEXCEPT 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, and 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, and as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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, 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 Plantation Horizontal Property Regime subject to taxes for the year 2003, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "**Phase 2**, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "**Phase 28**, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "**Phase 1**, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. **Phase 33** (1st floor)," **Phase 3**, 17,726 sq. ft., 0.41 acres, **Phase 4**, 23,647 sq. ft., 0.54 acres, **Phase 7**, 18,167 sq. ft., 0.42 acres, **Phase 8**, 18,698 sq. ft., 0.45 acres **Phase 9**, 17,469 sq. ft., 0.40 acres, **Phase 10**, 18,157 sq. ft., 0.42 acres, **Phase 11**, 24,034 sq. ft., 0.55 acres, **Phase 12**, 19,729 sq. ft., 0.45 acres, and **Phase 13**, 15,656 sq. ft., 0.36 acres, on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phase 12 and Phase 13, Located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated June 25, 2001, and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 178 at Page 154.

{258097.1}

EXHIBIT "A"
TO
ELEVENTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 14 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as Phase 14 of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.44 acres, more or less, said parcel shown and described as "Phase 14, 19,058 sq. ft., 0.44 acres" on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phases 14 and 15 located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc." 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 May 19, 2004, and is recorded in the RMC Office for Horry County, South Carolina in Plat Book E at Page 21 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 14

To find the Point of Beginning commence at the point marked by a 1/2" iron pin and located on the southeastern corner of a 3.47 acre tract of SVO Myrtle Beach, Inc. where it intersects with the right of way of Robert M. Grisson Parkway and proceeding from said Point of Commencement N 49°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 222.78 feet to a point; thence proceeding along a Survey Tie Line S83°57'33"W for a distance of 111.02 feet to a point; thence proceeding S34°27'44"W for a distance of 173.15 feet to a point located at South Carolina State Plane Coordinate N 693558.66, E 2647453.99, which point marks the Point of Beginning for the Phase 14 property. From said Point of Beginning proceeding S62°58'17"W for a distance of 122.76 feet to a point; thence proceeding S82°43'51"W for a distance of 89.25 feet to a point; thence proceeding N19°43'53"E for a distance of 45.17 feet to a point; thence proceeding N05°40'13"W for a distance of 30.10 feet to a point; thence proceeding N56°39'53"W for a distance of 17.06 feet to a point; thence proceeding N61°38'51"E for a distance of 145.06 feet to a point; thence proceeding S61°18'37"E for a distance of 107.41 feet to a point; thence proceeding S34°27'44"W for a distance of 38.93 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

BETHEA, JORDAN
& GRIFFIN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW

Exhibit "A" to Eleventh Amendment to Master Deed of
Broadway Plantation Horizontal Property Regime

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, as the elevators servicing the Phase 14 Building are located within the Phase 14 Property and will also serve the Future Phase 15 Property, Declarant reserves a perpetual and non-exclusive easement for the use of said elevators for the Future Phase 15 Property, and the right, but not the obligation, to maintain said elevator facilities.

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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, and as further amended further by that Fifth Amendment to Master Declaration recorded in Deed Book ~~2752~~ at Page ~~217~~, as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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, 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 Plantation Horizontal Property Regime subject to taxes for the year 2004, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "Phase 2, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "Phase 28, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "Phase 1, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. Phase 33 (1st floor)," Phase 3, 17,726 sq. ft., 0.41 acres, Phase 4, 23,647 sq. ft., 0.54 acres, Phase 7, 18,167 sq. ft., 0.42 acres, Phase 8, 18,698 sq. ft., 0.45 acres Phase 9, 17,469 sq. ft., 0.40 acres, Phase 10, 18,157 sq. ft., 0.42 acres, Phase 11, 24,034 sq. ft., 0.55 acres, Phase 12, 19,729 sq. ft., 0.45 acres, Phase 13, 15,656 sq. ft., 0.36 acres, and Phase 14, 19,058 sq. ft., 0.44 acres on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phases 14 and 15, located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated May 19, 2004, and recorded in the RMC Office for Horry County, South Carolina in Plat Book E at Page 21.

condo

BJ&G:CSG
6/4/04 Final
{258097.2}

BETHEA, JORDAN
& GRIFFIN, P.A.
ATTORNEYS AND
COUNSELORS AT LAW

Exhibit "A" to Eleventh Amendment to Master Deed of
Broadway Plantation Horizontal Property Regime

EXHIBIT "A"
TO
TWELFTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 15 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 15** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.44 acres, more or less, said parcel shown and described as "Phase 15, 14,831 sq. ft., 0.34 acres" on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phases 14 and 15 located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc." 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 May 19, 2004, and is recorded in the RMC Office for Horry County, South Carolina in Condominium Plat Book E at Page 21 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 15

To find the Point of Beginning commence at the point marked by a ½" iron pin and located on the southeastern corner of a 3.47 acre tract of SVO Myrtle Beach, Inc. where it intersects with the right of way of Robert M. Grisson Parkway and proceeding from said **Point of Commencement** N 49°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 222.78 feet to a point; thence proceeding along a Survey Tie Line S83°57'33"W for a distance of 111.02 feet to a point located at South Carolina State Plane Coordinate N 693701.42, E 2647551.97, which point marks the **Point of Beginning** for the Phase 15 property. From said **Point of Beginning** proceeding S34°27'44"W for a distance of 134.22 feet to a point; thence proceeding N61°18'37"W for a distance of 107.41 feet to a point; thence proceeding N35°28'22"E for a distance of 146.88 feet to a point; thence proceeding S54°31'38"E for a distance of 104.30 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, and as further amended further by that Fifth Amendment to Master Declaration recorded in Deed Book 2752 at Page 217, as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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, 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 Plantation Horizontal Property Regime subject to taxes for the year 2004, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same

property conveyed to Declarant by Myrtle Beach Farms Company, Inc. dated August 4, 1999 and recorded August 12, 1999 in Deed Book 2177, Page 190, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "Phase 2, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "Phase 28, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "Phase 1, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. Phase 33 (1st floor)," Phase 3, 17,726 sq. ft., 0.41 acres, Phase 4, 23,647 sq. ft., 0.54 acres, Phase 7, 18,167 sq. ft., 0.42 acres, Phase 8, 18,698 sq. ft., 0.45 acres Phase 9, 17,469 sq. ft., 0.40 acres, Phase 10, 18,157 sq. ft., 0.42 acres, Phase 11, 24,034 sq. ft., 0.55 acres, Phase 12, 19,729 sq. ft., 0.45 acres, Phase 13, 15,656 sq. ft., 0.36 acres, Phase 14, 19,058 sq. ft., 0.44 acres and Phase 15, 14,831 sq. ft., 0.34 acres, on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phases 14 and 15, located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated May 19, 2004, and recorded in the RMC Office for Horry County, South Carolina in Plat Book E at Page 21.

EXHIBIT "A"
TO
THIRTEENTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 16 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 16** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.57 acres, more or less, said parcel shown and described as "Phase 16, 24,742 sq. ft., 0.57 acres" on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phase 16 located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc." 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 April 24, 2005, and is recorded in the RMC Office for Horry County, South Carolina in Condominium Plat Book E at Page 175 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 16

To find the Point of Beginning commence at the point marked by a ½" iron pin and located on the southeastern corner of a 3.47 acre tract of SVO Myrtle Beach, Inc. where it intersects with the right of way of Robert M. Grisson Parkway and proceeding from said **Point of Commencement** N 49°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 223.78 feet to a point; thence proceeding N51°38'21"W for a distance of 235.43 feet to a point; thence proceeding N46°50'03"W for a distance of 77.58 feet to a point; thence proceeding N41°38'39"W for a distance of 139.15 feet to a point; thence proceeding along a Survey Tie Line S47°06'26"W for a distance of 128.25 feet to a point located at South Carolina State Plane Coordinate N 693928.98, E 2647234.76, which point marks the **Point of Beginning** for the Phase 16 property. From said **Point of Beginning** proceeding S42°36'59"E for a distance of 224.10 feet to a point; thence proceeding S47°23'01"W for a distance of 110.54 feet to a point; thence proceeding N42°36'59"W for a distance of 223.57 feet to a point; thence proceeding N47°06'26"E for a distance of 110.54 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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, and as further amended further by that Fifth Amendment to Master Declaration recorded in Deed Book 2752 at Page 217, as may be amended from time to time.

FURTHER, the above property is submitted to the Broadway Plantation 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, 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 Plantation Horizontal Property Regime subject to taxes for the year 2005, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation 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 6, 2002 and recorded September 6, 2002 in Deed Book 2516, Page 1219, records of Horry County, South Carolina.

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. September 6, 2002 and recorded September 6, 2002 in Deed Book 2516, Page 1219, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "**Phase 2**, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "**Phase 28**, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "**Phase 1**, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. **Phase 33** (1st floor)," **Phase 3**, 17,726 sq. ft., 0.41 acres, **Phase 4**, 23,647 sq. ft., 0.54 acres, **Phase 7**, 18,167 sq. ft., 0.42 acres, **Phase 8**, 18,698 sq. ft., 0.45 acres **Phase 9**, 17,469 sq. ft., 0.40 acres, **Phase 10**, 18,157 sq. ft., 0.42 acres, **Phase 11**, 24,034 sq. ft., 0.55 acres, **Phase 12**, 19,729 sq. ft., 0.45 acres, **Phase 13**, 15,656 sq. ft., 0.36 acres, **Phase 14**, 19,058 sq. ft., 0.44 acres, **Phase 15**, 14,831 sq. ft., 0.34 acres, and **Phase 16**, 24,742 sq. ft., 0.57 acres, on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phase 16, located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated April 14, 2005, and recorded in the RMC Office for Horry County, South Carolina in Plat Book E at Page 175

Condominium

EXHIBIT "A"
TO
FOURTEENTH AMENDMENT TO MASTER DEED OF
BROADWAY PLANTATION HORIZONTAL PROPERTY REGIME

DESCRIPTION OF PHASE 17 PROPERTY

ALL that certain piece, parcel or tract of land situated, lying and being in the city of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina generally known as **Phase 17** of Broadway Plantation Horizontal Property Regime consisting of one parcel containing 0.60 acres, more or less, said parcel shown and described as "Phase 17, 26,006 sq. ft., 0.60 acres" on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phase 17 located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc." 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 May 9, 2006, and is recorded in the ROD Office for Horry County, South Carolina in Condominium Plat Book 6 at Page 56 ("Plat"). The Property is described by courses and distances, metes and bounds, as follows, to-wit:

PHASE 17

To find the Point of Beginning commence at the point marked by a ½" iron pin and located on the southeastern corner of a 3.47 acre tract of SVO Myrtle Beach, Inc. where it intersects with the right of way of Robert M. Grisson Parkway and proceeding from said **Point of Commencement** N 49°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 223.78 feet to a point; thence proceeding N51°38'21"W for a distance of 216.72 feet to a point; thence proceeding N47°11'59"W for a distance of 31.50 feet to a point; thence proceeding N42°48'01"W for a distance of 234.96 feet which point marks the **Point of Beginning** for the Phase 17 property. From said **Point of Beginning** proceeding N47°06'26"E for a distance of 110.64 feet to a point; thence proceeding S42°48'01"E for a distance of 235.14 feet to a point; thence proceeding S47°11'59"W for a distance of 110.64 feet to a point; thence proceeding N42°48'01"W for a distance of 234.96 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 Plantation Horizontal Property Regime.

FURTHER, Declarant expressly reserves the right to grant to others, including, any condominium regime or non-condominium project created on the balance of what is known as the Future Phase Property an easement appurtenant for the use, ingress and egress of the recreational facilities located on or to be located in Phase 28 or Future Phase Property described above, said reservation conditioned as set forth in Article XIV of the Master Deed.

FURTHER, the above property is submitted to the Broadway Plantation 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 9, 1998 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 ~~6~~ at Page ~~56~~ as may be amended from time to time.

³¹⁵⁴ ⁵⁴⁹
FURTHER, the above property is submitted to the Broadway Plantation 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, 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 Plantation Horizontal Property Regime subject to taxes for the year 2006, and all subsequent years, not yet due and payable.

FURTHER, the above property is submitted to the Broadway Plantation 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 Plantation Horizontal Property Regime subject to covenants, restrictions, easements, encumbrances, and rights to repurchase contained in the Deed from Myrtle Beach Farms Company, Inc. to SVO Myrtle Beach, Inc. dated December 23, 2003 and recorded December 23, 2003 in Deed Book 2679, Page 1077, records of Horry County, South Carolina and to covenants, restrictions, easements, encumbrances, and rights to repurchase contained in the Deed from Myrtle Beach Farms Company, Inc. to SVO Myrtle Beach, Inc. dated September 6, 2002 and recorded September 6, 2002 in Deed Book 2516 at Page 1219, in the records of Horry County, South Carolina

The property intended to be made a part of the Broadway Plantation Horizontal Property Regime is a portion of the same property conveyed to Declarant by Myrtle Beach Farms Company, Inc. on December 23, 2003, and recorded December 23, 2003 in Deed Book 2679, Page 1077, records of Horry County, South Carolina and on September 6, 2002 and recorded September 6, 2002 in Deed Book 2516, Page 1219, records of Horry County, South Carolina.

DESCRIPTION OF ALL PHASES

ALL those certain pieces, parcels or lots of land, lying and being in the City of Myrtle Beach, Dogwood Neck Township, Horry County, South Carolina and being shown and described as "**Phase 2**, 40,749 sq. ft., 0.94 acres, Plat Book 155, Page 119", "**Phase 28**, 59,293 sq. ft., 1.36 acres Inclusive of Commercial Unit 'A', Plat Book 155, Page 119, " and "**Phase 1**, 29,281 sq. ft., 0.67 acres Inclusive of 9,679 sq. ft. **Phase 33** (1st floor)," **Phase 3**, 17,726 sq. ft., 0.41 acres, **Phase 4**, 23,647 sq. ft., 0.54 acres, **Phase 7**, 18,167 sq. ft., 0.42 acres, **Phase 8**, 18,698 sq. ft., 0.45 acres **Phase 9**, 17,469 sq. ft., 0.40 acres, **Phase 10**, 18,157 sq. ft., 0.42 acres, **Phase 11**, 24,034 sq. ft., 0.55 acres, **Phase 12**, 19,729 sq. ft., 0.45 acres, **Phase 13**, 15,656 sq. ft., 0.36 acres, **Phase 14**, 19,058 sq. ft., 0.44 acres, **Phase 15**, 14,831 sq. ft., 0.34 acres, **Phase 16**, 24,742 sq. ft., 0.57 acres, and **Phase 17**, 26,006 sq. ft., 0.60 acres on the plat entitled "Plat of Broadway Plantation Horizontal Property Regime Phase 17, located on Robert M. Grisson Parkway Between 29th and 38th Avenues North, City of Myrtle Beach, Dogwood Neck Township, Horry County, S.C., Prepared for SVO Myrtle Beach, Inc.", said plat prepared by Associated Land Surveyors, a Division of Castles Consulting Engineers, Inc., certified by Michael D. Oliver, P.L.S. (S.C.) 13520, dated May 9, 2006, and recorded in the ROD for Horry County, South Carolina in Condominium Plat Book 6 at Page 56.