

**NO TITLE EXAMINATION PERFORMED
IN CONNECTION WITH THIS DOCUMENT**

RETURN TO
BELLAMY, RUTENBERG, COPELAND
EPPS, GRAVELY & BOWERS, P.A.
POST OFFICE BOX 357
MYRTLE BEACH, SC 29578
843-448-2400

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) DECLARATION OF CROSS EASEMENT

This Declaration of Easement made and entered into this 18th day of February, 2010 by and between The Lakes Property Owners Association, Inc. (hereinafter referred to as "The Lakes POA"), The Lakes at Myrtle Beach, Incorporated (hereinafter referred to as "The Lakes at Myrtle Beach"), Flagship Construction, Inc. (hereinafter referred to as "Flagship"), Anderson Brothers Bank (hereinafter referred to as "Anderson Brothers") and Meadows of St. Patrick Homeowners Association, Inc. (hereinafter referred to as "Meadows of St. Patrick HOA").

WITNESSETH:

WHEREAS, The Lakes POA is the property owners association which is charged with the responsibility of owning and managing the Common Areas of a residential subdivision located in Horry County, South Carolina, commonly known as The Lakes (hereinafter referred to as "The Lakes"); and

WHEREAS, The Lakes was established by that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Lakes Subdivision dated January 30, 1989, and recorded February 23, 1989, in Deed Book 1289 at Page 272, records of Horry County, South Carolina, including all amendments thereto (hereinafter referred to as "The Lakes Declaration"); and

WHEREAS The Lakes at Myrtle Beach is the owner of all of the property (hereinafter referred to as "The Lakes at Myrtle Beach Tract") submitted to The Lakes Declaration by virtue of that certain Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Lakes Subdivision dated January 28, 1997, and recorded January 28, 1997,

in Deed Book 1916 at Page 1350, (hereinafter referred to as the "January 28, 1997 Lakes Amendment"), including the Lots and Common Areas to be designated on a supplement or supplements to such Amendment and a plat or plats to be prepared in connection thereto; and

WHEREAS, a portion of the Common Areas within The Lakes is a road which is known as "Waccamaw River Road" as it is shown and designated on various plats referred to in The Lakes Declaration or as it exist on the ground (hereinafter referred to as "Waccamaw River Road") with the exception of the portion of Waccamaw River Road which is located or to be located on the property submitted by the January 28, 1997 Lakes Amendment; and

WHEREAS, The Lakes at Myrtle Beach shall construct an extension of Waccamaw River Road within the property described in the January 28, 1997 Lakes Amendment, the location of which will be within the property described in Exhibit "A" attached hereto (hereinafter referred to as "Waccamaw River Road Extension"); and

WHEREAS, Anderson Brothers is the owner of a tract of land which is more particularly described in that certain deed from Gatesman - Majors Partners, LLC dated September 30, 2009 and recorded October 2, 2009 in Deed Book 3423 at Page 2445, (hereinafter referred to as the "Anderson Brothers Tract"); and

WHEREAS, Anderson Brothers shall construct and extension to the road known as "Meadowoods Drive" within the Anderson Brothers Tract, the location of which will be within the property described on Exhibit "B" attached hereto (hereinafter referred to as the "Anderson Brothers Meadowoods Drive Extension"); and

WHEREAS, Flagship Construction, Inc. is the owner of a tract of land more particularly described in that certain deed from Gatesman - Majors Partners, LLC to Flagship Construction, Inc. dated September 7, 2006, and recorded September 7, 2006, in Deed Book 3153 at Page 1468 (hereinafter referred to as the "Flagship Tract"), (although Flagship may have sold one or

more lots out of the original Flagship Tract); and

WHEREAS, Flagship has constructed a portion of Meadowoods Drive within the Flagship Construction Tract as more particularly described on Exhibit "C" attached hereto (hereinafter referred to as the "Flagship Meadowoods Drive Extension"); and

WHEREAS, The Meadows of St. Patrick HOA is the property owners association which is charged with the responsibility of owning and managing the Common Areas of a residential subdivision located in Horry County, South Carolina, commonly known as Meadows of St. Patrick (hereinafter referred to as "Meadows of St. Patrick"); and

WHEREAS, Meadows of St. Patrick was established by that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Meadows of St. Patrick dated November 3, 2008 and recorded November 4, 2008 in Deed Book 3371 at Page 2728, records of Horry County, South Carolina, including all amendments thereto (hereinafter referred to as the "Meadows of St. Patrick Declaration"); and

WHEREAS, all of the parties find that it is desirable and in their best interests and in the best interest of all owners and occupants of all of the property hereinabove described, to create an alternative and secondary access for all such property.

NOW THEREFORE, FOR AND IN CONSIDERATION of the foregoing premises and the additional sum of Five and No/100 (\$5.00), the sufficiency and receipt of which is hereby acknowledged, the parties hereto do hereby declare and agree as follows:

1. Waccamaw River Road, Waccamaw River Road Extension, Anderson Brothers Meadowoods Drive Extension and Flagship Meadowoods Drive Extension (all such parcels or tracts being hereinafter collectively referred to as the "Easement Parcels"), shall be held, mortgaged, transferred, sold, conveyed, leased and occupied subject to a non-exclusive, appurtenant, perpetual easement over,

through and across the Easement Parcels for providing vehicular and pedestrian ingress and egress to all or any portion of the property hereinabove described and/or referenced.

2. With regard to the incomplete roadways within the Easement Parcels, the following shall apply:

Within ten (10) days from the date hereof, The Lakes at Myrtle Beach shall submit or cause to be submitted detailed and acceptable constructions plans for Waccamaw River Road Extension to Horry County and Anderson Brothers Bank shall submit or cause to be submitted detailed and acceptable construction plans for Anderson Brothers Meadowoods Drive Extension. Further, within ten (10) days after both sets of Plans described in the previous sentence are submitted and the amount has been determined by Horry County, The Lakes at Myrtle Beach shall post or cause to be posted a bond or letter of credit acceptable to Horry County to ensure completion of Waccamaw River Road Extension and Anderson Brothers shall post or cause to be posted a bond or letter of credit acceptable to Horry County to ensure completion of Anderson Brothers Meadowoods Drive Extension. Thereafter, The Lakes at Myrtle Beach (with regard to Waccamaw River Road Extension) and Anderson Brothers (with regard to Anderson Brothers Meadowoods Drive Extension) shall complete such road as an all weather road or paved road (as prescribed by Horry County) within the time periods required by Horry County or prior to the expiration of the application letter of credit (subject to permitted extensions) but in any event not later than January 1, 2015. Further, both The Lakes at Myrtle Beach and Anderson Brothers shall promptly comply with such other requirements relative

to the property which they own which is the subject of this easement as Horry County may impose as a condition to: (i) the issuance of any permits required for the construction or development of single family residential subdivisions on either the Anderson Brothers Tract or The Lakes at Myrtle Beach Tract; (ii) the approval for recording of a final subdivision plat for any such new subdivision; (iii) the issuance of a building permit for the construction of a single family residence within any such subdivision or; (iv) the issuance of a certificate of occupancy for any new dwelling or structure erected within any such subdivision.

Upon completion of Waccamaw River Road Extension and Anderson Brothers Meadowoods Drive Extension, the owner of each of the Easement Parcels over which such roads run (or the applicable homeowners association, if designated a Common Area of duly constituted homeowners association) shall be responsible for maintaining the roadway surface within the Easement Parcel which it owns sufficient to support the easement for its intended purposes. The parties acknowledge and agree to Horry County's requirements relative to the above are as set forth in a separate letter agreement dated February 23, 2009. Further, in the event a party fails to promptly comply with its obligations hereunder after having been given notice to do so relative to its portion of the road, the other party shall have the right, but not the obligation, to satisfy the defaulting party's obligations, including, but not limited to: (i) the submission of satisfactory plans for such road; (ii) the actual completion of such road; and (iii) the posting of a letter of credit for such road. Finally, the defaulting party shall be solely responsible for all losses or damages associated with its failure to satisfy its

obligations hereunder, including, but not limited to all cost and expenses incurred by the non defaulting party in performing the defaulting party's obligations hereunder and all cost and expenses, including reasonable attorney's fees, in an effort to collect the same from the developing party.

3. It is contemplated that the Easement Parcels which are not currently designated as Common Areas will eventually be designated as a Common Area for the benefit of the surrounding subdivision, at which time the applicable property owners association or homeowners association may be designated the responsibility of maintaining that section of the Easement Parcel, upon which such property owners association or homeowners association shall assume the responsibilities for maintaining that section of the Easement Parcel. Further, at such time all or any portion of the properties referred to herein are further developed into multi-lot developments, each owner of any portion shall enjoy the benefit of easements herein. Further, it is contemplated that Anderson Brothers may convey the Anderson Brothers Tract prior to the completion or fulfillment of its obligations under Paragraph 2 above. In such an event, the grantee of the Anderson Brothers Tract shall, by the acceptance of the deed for the Anderson Brothers Tract, assume all remaining and continuing obligations of Anderson Brothers under Paragraph 2 above. Finally, provided Anderson Brothers is not in default hereunder at the time of such conveyance, Anderson Brothers shall be released from the obligations under Paragraph 2 upon such conveyance.
4. Each and every owner of all or any portion of each of the properties referred to herein or any subdivided portion thereof, now or hereafter existing, regardless of whether or not it shall be so expressed in the deed or other conveyance of any

portion of the properties, shall be deemed to have succeeded to the rights and easements hereunder. Further, all easements hereunder shall be deemed easements appurtenant to all or any portion of the properties referred to herein and shall run with the land both as to benefit and burden. Further, the conveyance of portions of the properties and/or submissions to multi-phased, multi-unit or multi-lot developments and succession to the rights and obligations hereunder by the Association and the owners shall not be deemed an over-burdening of any easement herein. All provisions of this instrument shall be binding upon all other owners of all or any portion of the properties, their respective heirs, successors and assigns.

5. All of the parties hereto do hereby grant to each of the other parties, their successors, heirs and assigns, without warranty, an appurtenant non-exclusive perpetual easement for the purposes of ingress and egress, of pedestrian or vehicular traffic over, upon, and across its property described herein. Neither party shall obstruct, impede, or interfere, either with the other, in the reasonable use of the Easement Area by each other for the purpose of ingress and egress. Further, neither Flagship, Anderson Brothers, Meadows of St. Patrick HOA or their successors or assigns shall use the Waccamaw River Road or the Waccamaw River Road Extension for construction traffic access. Also further, neither the Lakes POA, The Lakes at Myrtle Beach or their successors or assigns shall use the Anderson Brothers Meadowoods Drive Extension or Flagship Meadowoods Drive Extension for construction traffic access.
6. Any party, its successors and assigns, may dedicate to the public, the Easement Parcel which it owns, however, such dedication shall not affect the easement

rights hereunder. Upon dedication of any portion of any Easement Parcel, the rights and easements herein shall extend to the party accepting dedication.

7. Upon completion of all of the roadways within the Easement Parcels, all parties agree that such roadways shall at all times remain open and un-gated.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Easement the day and year first written above.

IN THE PRESENCE OF:

THE LAKES PROPERTY OWNERS
ASSOCIATION, INC.

[Signature]
#1 witness sign here

[Signature]
Notary sign here as #2 witness

By: [Signature]
Its: President of the POA

[Signature]
#1 witness sign here
[Signature]
Notary sign here as #2 witness

THE LAKES AT MYRTLE BEACH, INC.

By: [Signature]
Its: Pres

[Signature]
#1 witness sign here
[Signature]
Notary sign here as #2 witness

FLAGSHIP CONSTRUCTION, INC.

By: [Signature]
Its: Pres

Lina Brunkell
#1 witness sign here
Amy L Carter
Notary sign here as #2 witness

ANDERSON BROTHERS BANK

By: [Signature]
Its: Vice President

MEADOWS OF ST. PATRICK HOMEOWNERS
ASSOCIATION, INC.

Bridget Ostrick
#1 witness sign here
Connie Rawls
Notary sign here as #2 witness

By: Stacy E Parker
Its: Pres

The undersigned does hereby join in the execution hereof, without warranty, for the sole purpose of confirming the easements granted herein over any portions of Waccamaw River Road in which he may have an interest.

Lina Brunkell
#1 witness sign here
Amy L Carter
Notary sign here as #2 witness

[Signature]
Edward J. Edelen

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that the above subscribed Edward J. Edelen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of February 2010.

Chmy Y Carter
Notary Public for the State of South Carolina
My Commission Expires: 6/25/19

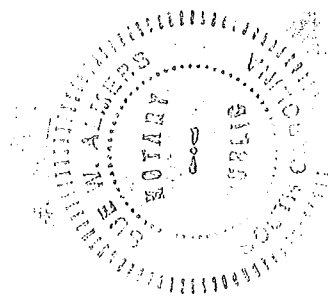
STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that the above subscribed The Lakes Property Owners Association, Inc, by its duly authorized Officer(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 19th day of FEBRUARY, 2010.

Sam W. Allen
Notary Public for the State of South Carolina
My Commission Expires August 19, 2014



STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that the above subscribed The Lakes at Myrtle Beach, Inc., by its duly authorized Officer(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of February, 2010.

Amy K. Carter
Notary Public for the State of South Carolina
My Commission Expires: 6/25/19

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that the above subscribed Flagship Construction, Inc., by its duly authorized Officer(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of Feb., 2010.

Connie Rauls
Notary Public for the State of South Carolina
My Commission Expires: 1-9-19

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that the above subscribed Anderson Brothers Bank, by its duly authorized Officer(s), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of February, 2010.

Amy K. Carter
Notary Public for the State of South Carolina
My Commission Expires: 6/25/19

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned notary, do hereby certify that the above subscribed Meadows of St. Patrick Homeowners Association, Inc., by its duly authorized Officer(s), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of Feb, 2010.

Connie Rawls
Notary Public for the State of South Carolina
My Commission Expires: 1-9-19

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

)
) AFFIDAVIT FOR EXEMPT TRANSFERS
)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The Easement being transferred is located in Horry County, South Carolina, was transferred by The Lakes Property Owners Association, Inc., The Lakes at Myrtle Beach, Incorporated, Flagship Construction, Inc. and Anderson Brothers Partners, LLC on February 18, 2010.
3. The Declaration of Easement is exempt from the deed recording fee because (See Information section of affidavit):
transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
GRANTORS
5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

The Lakes at Myrtle Beach

By: EK. de la Cruz

Its: Pres.

Sworn to before me this
18 day of February, 2010.

Amy L. Carter
Notary Public for the State of South Carolina

My Commission Expires: 6/25/19

EXHIBIT "A"

Waccamaw River Road Extension

ALL AND SINGULAR, that certain piece, parcel or strip of land, situate, lying and being in Socastee Township, Horry County, South Carolina, being designated as "Waccamaw River Road Extension (66' R/W INGRESS/EGRESS EASEMENT)" and also designated as "66' R/W Easement Parcel No. 2 81,596 sq. ft. 1.87 AC." and "66' R/W Easement Parcel No. 1 45,508 sq. ft. 1.04 AC." on that certain Plat entitled "EASEMENT PLAT OF WACCAMAW RIVER ROAD EXTENSION, A 66' R/W INGRESS/EGRESS EASEMENT AT THE LAKES, SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared for: The Lakes at Myrtle Beach, Inc. by Robert L. Bellamy & Associates, Inc. dated November 4, 2009, Revised February 3, 2010 and recorded 3/2/10, 2009 in Plat Book 248 at page 28 in the office of the Register of Deeds for Horry County, referenced to said plat is craved as forming a part of these presents.

EXHIBIT "B"

Anderson Brothers Meadowoods Drive Extension

All and Singular, all that certain piece, parcel or strip of land located in Horry County, South Carolina and being mor particularly shown and designated as "Meadow Woods Drive Extension (66' R/W Ingress/Egress Easement)" on Inset A and Inset B of that certain plat entitled "EASEMENT PLAT OF MEADOWOODS DRIVE EXTENSION FOR THE PURPOSE OF INGRESS/EGRESS FOR THE LAKES, MEADOWOODS, & AND THE MEADOWS OF ST. PATRICK SUBDIVISIONS SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA PREPARED FOR: ANDERSON BROTHERS BANK" prepared by Earthworks planning and design consultants dated October 8, 2008, revised December 4, 2009 and recorded 3/2/10, 2010 in Plat Book 248 at Page 29, records of Horry County, South Carolina, which plat is incorporated herein by this reference.

EXHIBIT "C"

Flagship Meadowoods Drive Extension

ALL AND SINGULAR, all that certain piece, parcel or strip of land located in Horry County, South Carolina, and being more particularly shown and designated as "MEADOWOODS DRIVE" on that certain map or plat entitled "FINAL PLAT FOR MEADOWS OF ST. PATRICK, PHASE I" prepared by Beasley Land Surveying, Inc., dated January 28, 2008, most recently revised on August 4, 2008, and recorded in Plat Book 239 at Pages 277 and 278, records of Horry County, South Carolina, which plat is incorporated herein by this reference.