

Exhibit "C"

OF THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR SUMMERFIELD SUBDIVISION

ARTICLES OF INCORPORATION
OF SUMMERFIELD SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC.

In compliance with the requirements of the South Carolina Nonprofit Act 33-31-101 et seq. Code of Laws of South Carolina (1976), as amended, the undersigned, a natural person of full age, has this day executed these Articles of Incorporation for the purpose of forming a non-profit corporation and hereby certifies:

ARTICLE I
NAME

The name of the corporation is SUMMERFIELD SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II
REGISTERED OFFICE AND INITIAL AGENT

The principal office and the office of the registered agent of the Association is located at 4545 Highway 17 Bypass South, Myrtle Beach, South Carolina 29577. The location of the registered office may be changed by a majority vote of the Board of Directors. The name of the initial registered agent at the above address is Gregory K. Thompson. The principal office and the office of the registered office is located in Horry County, South Carolina.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate a pecuniary gain or profit to the members thereof, and the specific purposes for which it it formed are to provide for maintenance and preservation of the Common Area within the Properties, and to promote the health, safety, and welfare of the residents within the Properties and any

additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, or as determined by the Board of Directors;

(c) providing for the operation, care, upkeep and maintenance of all of the Common Areas;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purpose of equipment, supplied, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by

it and bringing any proceedings which may be instituted o behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys during general business hours on working days at the time an in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting principles;

(m) making available to any prospective purchaser of ea Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration,, the Article of Incorporation, the By-Laws, rules governing the Unit, and all other books, records, and financial statements of the Association ; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

(o) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of South Carolina S33-31-101 et seq., Code of Laws of South Carolina (1976) as amended, may now or hereafter exercise.

ARTICLE IV FINANCE

This corporation is a non-stock corporation and no part of

the profits (if any) of the corporation shall inure to the pecuniary

benefit of its members or to any other person. This is a mutual benefit corporation.

**ARTICLE V
MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject the Declaration of Restrictions and Protective Covenants of Summerfield Subdivision and to assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

**ARTICLE VI
VOTING RIGHTS**

The Association shall have two classes of voting membership:

Class I. Class I members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class II. The Class II member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to four (4) votes for each Unit owned. The Class II membership shall cease and be converted to Class I membership on the happening of either of the following events, whichever occurs earlier:

- (a) When seventy-five percent (75%) of the Units have been conveyed to Class I owners by Declarant; or
- (b) On January 1, 2005; or
- (c) In the discretion of the Declarant.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by an initial Board of five (5) Directors who need not be members of the Association. The number of Directors may be changed by Ammendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Gregory K. Thompson
4545 Highway 17 Bypass South
Myrtle Beach, SC 29577

Michael L. Thompson
4545 Highway 17 Bypass South
Myrtle Beach, SC 29577

Mark D. Utley
4545 Highway 17 Bypass South
Myrtle Beach, SC 29577

Panagiotious G. Sourlis
4545 Highway 17 Bypass South
Myrtle Beach, SC 29577

Aaron J. Petersen
4545 Highway 17 Bypass South
Myrtle Beach, SC 29577

**ARTICLE VIII
DISSOLUTION**

The Association may be dissolved only upon the signed written assent of the members entitled to not less than two-thirds (2/3) of the votes appurtenant to each Class I and Class II Unit. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was credited. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

**ARTICLE IX
DURATION**

The period of existence of this corporation is unlimited.

ARTICLE X

AMENDMENTS

Amendment to these Articles shall require the assent of the members entitled to at least two-thirds (2/3) of the entire vote of the membership.

**ARTICLE XII
INCORPORATION**

The name and address of the incorporator is as follows:

Gregory K. Thompson
4545 Highway 17 Bypass South
Myrtle Beach, SC 29577

IN WITNESS WHEREOF, I, the undersigned incorporator have hereunto set my hand and seal, this the 21st day of July, 2000.

GREGORY K. THOMPSON, Incorporator

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

I, Kimberly R. Hammas, a Notary Public in and for said County and State aforesaid, do hereby certify that GREGORY K. THOMPSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial seal, this the 21st day of July 2000.

Notary Public for South Carolina
My Commission Expires 10/27/2003