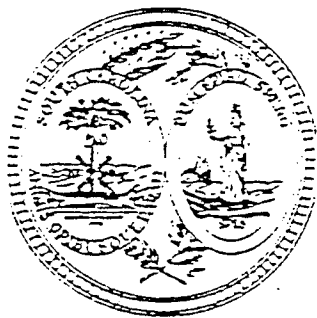


The State of South Carolina



Office of Secretary of State Jim Miles Certificate of Incorporation, Nonprofit Corporation

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

SPRINGLAKE PROPERTY OWNERS ASSOCIATION, INC.,
a nonprofit corporation duly organized under the laws of the state of South Carolina on August 23rd, 1996, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose.

Now, therefore, I Jim Miles, Secretary of State, by virtue of the authority in me vested, by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of
the State of South Carolina this 27th day of
August, 1996.

EXHIBIT "B"

A handwritten signature in cursive script that reads "Jim Miles".

Jim Miles, Secretary of State

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

FIRST AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR
SPRINGLAKE AT CAROLINA FOREST
DEED BOOK 1901 AT PAGE 541

This First Amendment is made this 3rd day of MARCK, 1997 and is effective upon recording in the Office of the RMC for Horry County, South Carolina.

WHEREAS, Springlake Development Company, Inc. ("Declarant") made, executed and delivered that certain "Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens for Springlake at Carolina Forest" dated November 1, 1996 and recorded in Deed Book 1901 at Page 541 records of Horry County, South Carolina (together with all and any prior amendments is hereafter called "Declarations"); and

WHEREAS, the Declaration provides that it may be amended by execution of an amendment by Owners (as defined in the Declaration) holding not less than two-thirds of the membership of the Association (as defined in the Declaration); and

WHEREAS, Declarant is an Owner holding not less than two-thirds vote of the membership in the Association; and

WHEREAS, Declarant wishes to amend the Declaration as set out below.

NOW THEREFORE, the Declarant amends the Declaration in the following particulars:

1. Article VII (Assessments for the Maintenance and Operation of Common Areas and Facilities) is amended by deleting Section 2(b) in its entirety and inserting in lieu thereof the following -

The Assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Development, and in particular for the improvement and maintenance of the Common Areas and, upon determination by the Board of Directors, improvements located outside of the Properties (including, without limitation, identification and/or directional signage [including landscaping] either exclusively or in cooperation with other associations or parties) now or hereafter designated or existing, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereof, the cost of

labor, equipment, materials, management and supervision thereof, the employment of attorneys to represent the Association when necessary and such other needs as may arise. In the event that Declarant performs any of the foregoing services for Association, including, but not limited to, accounting and bookkeeping services, it shall have the right to receive a reasonable fee therefore and such shall not be deemed to be a conflict of interest.

2. Article VIII Section 2 of the Declaration (Architectural Standards and Control) is amended by adding thereto the following paragraph:

Nothing in this Declaration shall be construed to prohibit the ARC from promulgating different Guideline's and/or Procedures for each Phase or portion thereof of the Properties and the ARC is specifically authorized to do so. Additionally, all reasonable costs incurred by the ARC in reviewing and approving applications to the ARC shall be the responsibility of the applicant. Unless specifically waived by the ARC, all applications and submissions must be accompanied by a review fee of \$200.00 or such other sum as is established by the ARC from time to time.

3. Article X (Phased Development) is amended by adding the following Section 5-

Section 5. Identification of Additional Phases. Nothing in this Declaration shall prohibit Declarant from naming or identifying any Phase or portions thereof by a name other than "Springlake" or "Springlake at Carolina Forest" and any such other designation shall in no way prejudice the rights or obligations under this Declaration of any Owner of any Lot in any such section or Phase.

All provisions of the Declaration shall remain in full force and effect as amended hereby and the Declaration and this Amendment shall be read and construed as a single document.

IN WITNESS WHEREOF, Springlake Development Company, Inc., has caused this First Amendment to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

DECLARANT:

SPRINGLAKE DEVELOPMENT COMPANY, INC.

By: Roger E. Grigg
Roger E. Grigg, its President

Attest: Donald D. Leonard
Donald D. Leonard, its Secretary

Sylvia J. Cheek
Veronica S. Drake

Springlake Property Owners Association, Inc. and Centex Real Estate Corporation execute this First Amendment for the purpose of consenting and agreeing to the terms and conditions hereof.

CENTEX REAL ESTATE CORPORATION

SPRINGLAKE PROPERTY OWNERS ASSOCIATION, INC.

By: David C. Blum
Title: Asst. Secretary

By: Roger E. Grigg
Roger E. Grigg, its President

Attest: Donald D. Leonard
Donald D. Leonard, its Secretary

