

STATE OF SOUTH CAROLINA) SUPPLEMENTAL DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS FOR
) OAK POINTE
COUNTY OF HORRY) AT BAREFOOT RESORT

THIS Supplemental Declaration of Covenants, Conditions and Restrictions for Oak Pointe at Barefoot Resort (“Oak Pointe Supplemental Declaration”) is entered into effective the 15th day of May, 2007, by Centex Homes, a Nevada general partnership (hereinafter, sometimes referred to as “Centex” and sometimes referred to as “Declarant”).

WITNESSETH:

WHEREAS, Silver Carolina Development Company, L.L.C., a Delaware limited liability company and Intracoastal Development Company, LLC, a South Carolina limited liability company (collectively, “Silver Carolina”), by “Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties” dated April 12, 2000, recorded in the Office of Register of Deeds of Horry County, South Carolina (“ROD”) in Book 2251 at Page 384, made certain properties in Horry County, South Carolina subject to the aforesaid Declaration (the “Master Declaration”); and

WHEREAS, by Assignment of Declarant Rights Under Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties (the “Assignment”) dated December 12, 2001, recorded December 14, 2001 in the ROD in **Book 2438, Page 388¹**, Silver Carolina assigned to Declarant all of Silver Carolina’s “Retained Rights” under the Master Declaration, as further described in the Assignment; and

WHEREAS, Section 9.3 of the Master Declaration provides, in relevant part, that Declarant, as assignee of Silver Carolina’s Retained Rights, may subject any portion of the Property subject to the Master Declaration to additional covenants, conditions and restrictions upon the consent of the Owner of any such portion of the Property by filing a Supplemental Declaration with respect thereto; and

WHEREAS, Declarant is the Owner of a tract of land subdivided, or to be subdivided, into thirty-six (36) single-family residential lots further described in Exhibit “A” hereto and made a part hereof by this reference (the lots, improvements thereon, and Common Areas thereof, if any, being collectively referred to as “Oak Pointe”), to be assigned hereby to the Neighborhood called, “Oak Pointe.”

KNOW ALL MEN BY THESE PRESENTS THAT the Declarant does hereby declare as follows:

PART I. Definitions. The words used in this Supplemental Declaration of Covenants, Conditions and Restrictions for Oak Pointe at Barefoot Resort, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Master Declaration.

PART II. Designation of Oak Pointe as a Neighborhood. Exhibit “F” of the Master Declaration is amended by adding to the designated Neighborhoods on Exhibit “F” a new Neighborhood known as, “Oak Pointe,” which is described as follows:

Oak Pointe - The land to be known as “Oak Pointe” is depicted on a survey prepared by DDC Engineers, Inc. dated, January 24, 2006, entitled, “CENTEX TRACT ‘Y’ - PHASE 2-B, CITY OF NORTH MYRTLE BEACH, Horry County, South Carolina, FINAL SUBDIVISION PLAT,” recorded in Book 216, Pages 65 and 65A.

¹ s/b **Book 2435, Page 388**

PART III. Submission of Oak Pointe to Additional Covenants, Conditions and Restrictions.

Pursuant to Section 9.3 of the Master Declaration, Oak Pointe is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the following additional covenants, conditions, restrictions and easements:

1. Oak Pointe Service Area: Association Obligations: Oak Pointe Owners Subject to Service Area Assessment.

1.1 Oak Pointe Designated Service Area. All the Units within Oak Pointe shall constitute a Service Area subject to the provision of certain maintenance services by the Association pursuant to Section 7.13 of the Master Declaration and described in this Oak Pointe Supplemental Declaration.

1.2 Association's Maintenance Obligations for Benefit of Oak Pointe. The Association shall maintain insurance and shall perform maintenance, repair, and replacement of the roadways within the Oak Pointe Service Area (Stonegate Drive and Birdsong Court) and the gate providing limited access to such roadways and the Oak Pointe Service Area Units, and all areas designated "Common Open Space" within said Oak Pointe Service Area. The Association shall be solely responsible, in the exercise of the Board's reasonable business judgment, for the determination of the insurance to be maintained and the maintenance, repair, and replacement to be performed.

1.3 Oak Pointe Service Area Assessment. The costs and expenses incurred by the Association in discharging its obligations under subparagraph 1.2 above shall be subject to separate budgeting and shall constitute Service Area Expenses assessed against Oak Pointe Units and Owners as Service Area Assessments pursuant to Section 8.2 of the Master Declaration.

2. Residential Improvements to Oak Pointe Lots. The Owner of an unimproved Unit (lot) shall commence construction, as evidenced by the issuance of a building permit therefor, not later than thirty-six (36) months following the Owner's purchase of the unimproved Unit from the Declarant; and the Owner shall complete such construction not later than twelve (12) months following commencement of construction, which completion shall be evidenced by the issuance of a Certificate of Occupancy therefor by the City of North Myrtle Beach.

3. General Provisions

3.1 Interpretation. In all cases, the provisions set forth or provided for in this Oak Pointe Supplemental Declaration will be construed together and given that interpretation or construction which, in the opinion of Centex will best effect the intent of the general plan for Oak Pointe. The provisions hereof will be liberally interpreted and, if necessary, they will be so extended or enlarged by implication as to make them fully effective. The provisions of this Oak Pointe Supplemental Declaration will be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The effective date of this Oak Pointe Supplemental Declaration will be the date of its filing in the ROD. The captions of each Section hereof as to the contents thereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Section to which it refers. This Oak Pointe Supplemental Declaration will be construed under and in accordance with the laws of the State of South Carolina.

3.2 No Affirmative Obligation Unless Stated. ANY RESERVATION OR RIGHT OF CENTEX WHICH IS STATED IN OR IMPLIED FROM THIS DECLARATION WILL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED IN THIS DECLARATION.

3.3 Severability. Whenever possible, each provision of this Oak Pointe Supplemental Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Oak Pointe Supplemental Declaration to any person or to any property will be prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Oak Pointe Supplemental Declaration are declared to be severable.

3.4 Rights of Third Parties. This Oak Pointe Supplemental Declaration will be filed in the ROD for the benefit of Centex, the Owners of Oak Pointe Units, and their mortgagees as herein provided, and by such recording, no adjoining property owner or third party will have any right, title or interest whatsoever in Oak Pointe, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof.

3.5 Conflicts. In the case of any conflict between the Master Declaration and this Oak Pointe Supplemental Declaration, the applicable provision of the Master Declaration shall control, unless the effect thereof would be to make the applicable provision of this Oak Pointe Supplemental Declaration less restrictive, in which later case the applicable provision of this Oak Pointe Supplemental Declaration shall control.

PART IV Completeness. Except as herein provided, the Master Declaration, as previously amended, shall remain in full force and effect, without modification, the said Master Declaration, as previously amended and as amended hereby, being the complete text of said instrument as of the date hereof.

IN WITNESS WHEREOF, the Declarant and Centex have caused this instrument to be executed the day and year first above written.

WITNESSES:

Centex Homes,
a Nevada general partnership

Licki L. Cooper
[Signature]

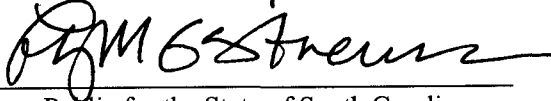
By: [Signature]

Its: Asst. Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within Centex Homes, a Nevada general partnership, by Kellie Honeycutt, its Asst. Secretary, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me
this 15th day of May, 2007.



Notary Public for the State of South Carolina

My commission expires: 11/15/14

EXHIBIT "A"

ALL those certain pieces, parcels and lots of land, situate, lying and being in Horry County, South Carolina, shown and designated on a survey prepared by DDC Engineers, Inc. dated, January 24, 2006, entitled, "CENTEX TRACT 'Y' - PHASE 2-B, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, FINAL SUBDIVISION PLAT," recorded in Book 216, Pages 65 and 65A.

SAID pieces, parcels or tracts of land having such size, shape, dimensions, and boundaries as will by reference to said plat more fully appear.