

STATE OF SOUTH CAROLINA) AMENDMENT TO SUPPLEMENTAL
) DECLARATION: OAK POINTE AT
COUNTY OF HORRY) BAREFOOT RESORT

THIS AMENDMENT TO SUPPLEMENTAL DECLARATION: OAK POINTE AT BAREFOOT RESORT (hereinafter "Amendment"), is made this 5th day of January, 2012 by Centex Homes, a Nevada general partnership, its successors and/or assigns (hereinafter the "Declarant").

WITNESSETH:

WHEREAS, on April 13, 2000 the Declarant caused to be filed the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties Deed Book 2251 at Page 384 in the Office of the Register of Deeds for Horry County (which, together with all amendments and supplements thereto, shall collectively be referred to as the "Master Declaration"), which is incorporated herein by reference; and

WHEREAS, pursuant to Section 9.3 of the Declaration, the Declarant caused to be filed the Supplemental Declaration of Covenants, Conditions and Restrictions for Oak Pointe at Barefoot Resort, which was filed May 15, 2007 in Deed Book 3244 at Page 2580 in the Office of the Register of Deeds for Horry County, South Carolina (hereinafter "Oak Pointe Supplement"), which is incorporated herein by reference and which designated the property described therein as a Neighborhood (hereinafter "Oak Pointe") and subjected it to additional restrictions as more particularly set forth therein; and

WHEREAS, the Oak Pointe Supplement included a requirement that Owners of unimproved Units commence construction within thirty six (36) months of the Unit's purchase from the Declarant; and

WHEREAS, as set forth in Section 19.1 of the Declaration, the Declarant reserved the right to amend the Declaration, including the Oak Pointe Supplement, and as such, is desirous of filing this Amendment to amend the Oak Pointe Supplement by extending the time in which Owners of unimproved Units must commence construction, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Declarant hereby amends the Oak Pointe Supplement as more particularly set forth below, and declares as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as if fully set forth below. The capitalized terms used in this Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Declaration and the Oak Pointe Supplement.

2. Amendment. Section 2 of the Oak Pointe Supplement shall be deleted in its entirety and replaced with the following:

Residential Improvements to Oak Pointe Lots. Upon the recordation of this Amendment in the Horry County Register of Deeds, the period in which construction on an unimproved Unit must commenced shall be calculated as follows:

2.1 Unimproved Units sold to Owners. Each unimproved Unit sold or resold prior to the date of this Amendment shall be granted an additional twenty four (24) months (beyond the original thirty six (36) month commencement of construction requirement) to obtain a building permit from the applicable governmental authority (hereinafter "Permit"). A Certificate of Occupancy from the City of North Myrtle Beach (hereinafter "CO") must be issued for the residence constructed within twelve (12) months from the date the Permit is issued.

By way of example:

Buyer purchased an unimproved Unit in Oak Pointe from the Declarant on December 31, 2010. Pursuant to the provisions of the Oak Pointe Supplement then in effect, Buyer was required to obtain a Permit within thirty six (36) months thereafter, or December 31, 2013, with a CO issued within twelve (12) months from the date construction was commenced. Upon recordation of this Amendment, Buyer would be granted an additional twenty four (24) months beyond the original thirty six (36) month requirement to obtain a Permit (in this example, the date for commencing construction being extended to no later than December 31, 2015) with a subsequent CO issued within twelve months thereafter.

Or:

Buyer purchased an unimproved Unit in Oak Pointe from the Declarant on December 31, 2008. Pursuant to the provisions of the Oak Pointe Supplement then in effect, Buyer was required to obtain a Permit within thirty six (36) months thereafter, or December 31, 2011, with a CO issued within twelve (12) months from the date construction was commenced. Upon recordation of this Amendment, Buyer would be granted an additional twenty four (24) months beyond the original thirty six (36) month requirement to obtain a Permit (in this example, the date for commencing construction being extended to no later than December 31, 2013) with a subsequent CO issued within twelve months thereafter.

2.2 Future Sales of Unimproved Units. An Owner of an unimproved Unit sold must obtain a Permit and commence construction within twenty four (24) months of the date of the Unit's purchase. Construction must be completed and a CO issued within twelve (12) months thereafter.

3. Ratification. Unless amended as set forth herein, the Oak Pointe Supplement is hereby ratified, confirmed and adopted in all respects and in all particulars as to each and every provision thereof. This Amendment shall, and does hereby, constitute an amendment to the Oak Pointe Supplement with regard to the matters and things set forth herein, is incorporated therein and made a part and parcel thereof.

4. Binding Effect. This Amendment shall be binding upon, and inure to the benefit of, all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner in Oak Pointe.

[signature page to follow]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to Supplemental Declaration: Oak Pointe at Barefoot Resort to be executed the day and year first above written.

WITNESSES:

CENTEX HOMES, a Nevada general partnership
By: Centex Real Estate Corporation, its
Managing General Partner

Tiffany D. Cicala
Cy [Signature]

[Signature]
By Matt Raines
Its: Vice President of Land: Coastal
Carolinas

STATE OF SOUTH CAROLINA)
)
COUNTY OF Horry)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 5th day of January, 2012 by Matt Raines, the Vice President of Land: Coastal Carolina for Centex Real Estate Corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, on behalf of the corporation.

[Signature]
Notary Public for the State of South
Carolina
My Commission Expires 6/20/18