

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

THIS Supplemental Declaration of Covenants, Conditions and Restrictions for Park Hill at Barefoot Resort ("Park Hill Supplemental Declaration") is entered into effective the 22<sup>nd</sup> day of February, 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 388, 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-four (34) 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 "Park Hill"), to be assigned hereby to the Neighborhood called, "Park Hill."

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 Park Hill 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 Park Hill 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, "Park Hill," which is described as follows:

**Park Hill** -The land to be known as "Park Hill" is depicted on a survey prepared by DDC Engineers, Inc. dated, April 4, 2004 and revised April 29, 2004, entitled, "MAP OF PARK HILL, TRACT 'Y' - PHASE 1C, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, FINAL SUBDIVISION PLAT," recorded May 26, 2004 in Book 197, Page 173.

PART III. Submission of Park Hill to Additional Covenants, Conditions and Restrictions. Pursuant to Section 9.3 of the Master Declaration, Park Hill is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the following additional covenants, conditions, restrictions and easements:

1. Park Hill Service Area; Association Obligations; Park Hill Owners Subject to Service Area Assessment.

1.1 Park Hill Designated Service Area. All the Units within Park Hill 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 Park Hill Supplemental Declaration.

1.2 Association's Maintenance Obligations for Benefit of Park Hill. The Association shall maintain, and shall perform minor repairs to, the pvc fencing on or about the front property line of the Units in Park Hill. Furthermore, the Association shall perform routine grounds maintenance to the lawns located in the front yards, side yards, and the rear yards of the Units in Park Hill; provided further, however, such grounds maintenance shall be to such defined lawns only, and no landscape maintenance shall be performed on any trees or shrubs located within such front and side yards of Park Hill Units. Finally, the Association's obligations hereunder shall solely be to perform routine maintenance and minor repair. The Association shall not have any responsibility to replace any damaged or destroyed pvc fencing or any diseased or dead grass within the front and side yards of Park Hill Units. The Association shall be solely responsible, in the exercise of the Board's reasonable business judgment, for the determination of what constitutes minor repair for which the Association shall be responsible.

1.3 Park Hill 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 Park Hill Units and Owners as Service Area Assessments pursuant to Section 8.2 of the Master Declaration.

2. General Provisions

2.1 Interpretation. In all cases, the provisions set forth or provided for in this Park Hill 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 Park Hill. 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 Park Hill 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 Park Hill 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 Park Hill Supplemental Declaration will be construed under and in accordance with the laws of the State of South Carolina.

2.2 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.

2.3 Severability. Whenever possible, each provision of this Park Hill Supplemental Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Park Hill 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 Park Hill Supplemental Declaration are declared to be severable.

2.4 Rights of Third Parties. This Park Hill Supplemental Declaration will be filed in the ROD for the benefit of Centex, the Owners of Park Hill 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 Park Hill, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof.

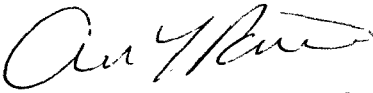
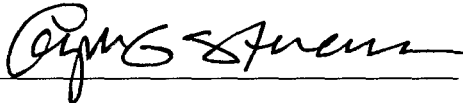
2.5 Conflicts. In the case of any conflict between the Master Declaration and this Park Hill Supplemental Declaration, the applicable provision of the Master Declaration shall control, unless the effect thereof would be to make the applicable provision of this Park Hill Supplemental Declaration less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

By:

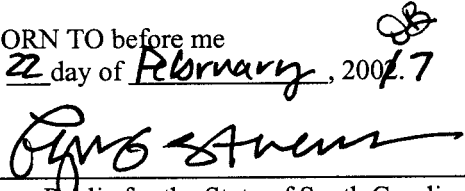
  
\_\_\_\_\_

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 Assistant 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 22 day of February, 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, April 4, 2004 and revised April 29, 2004, entitled, "MAP OF PARK HILL, TRACT 'Y' - PHASE 1C, CITY OF NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, FINAL SUBDIVISION PLAT," recorded May 26, 2004 in Book 197, Page 173.

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