

STATE OF SOUTH CAROLINA )  
 ) AMENDMENT TO SUPPLEMENTAL  
 ) DECLARATION: PARK HILL AT  
COUNTY OF HORRY ) BAREFOOT RESORT

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

WITNESSETH:

WHEREAS, the Declarant filed that certain 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 (hereinafter "ROD"), which, together with all amendments and supplements thereto, shall collectively be referred to as the "Declaration" and is incorporated herein by reference; and

WHEREAS, pursuant to Section 9.3 of the Declaration, the Declarant filed the Supplemental Declaration of Covenants, Conditions and Restrictions for Park Hill at Barefoot Resort (hereinafter "Park Hill Supplement") in Deed Book 3224 at Page 671 of the ROD, subjecting the property shown on that certain plat entitled "Map of Park Hill, Tract 'Y' – Phase 1C" (hereinafter "Plat"), which was filed in Plat Book 197 at page 173 of the ROD. The Park Hill Supplement and the Plat are incorporated herein by reference; and

WHEREAS, as set forth in Section 19.1 of the Declaration, the Declarant reserved the right to amend the Declaration, including the Park Hill Supplement, and as such, is desirous of filing this Amendment to amend, clarify, and ratify the Park Hill Supplement as more particularly set forth herein.

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 Park Hill 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 Park Hill Supplement.

2. Amendments. The Park Hill Supplement is hereby amended as follows:

2.1 Section 1.2 of the Park Hill Supplement shall be deleted in its entirety and replaced with the following:

Association's Maintenance Obligations for Benefit of Park Hill.

a) Maintenance.

(i) The Association shall enter into an annual contract with a qualified professional landscape company to provide full service landscaping for the front, side and rear lots of Park Hill (and for establishing and maintaining reasonable reserves therefore). Said contract shall be made available upon request to Park Hill Owners and shall include

mowing, edging, fertilization of lawns, trees and shrubs, weed control, insect control, pruning of trees and shrubs, and irrigation control and maintenance for the front, side and rear lots of Park Hill.

- (ii) The Association will be responsible for insuring, maintaining and replacing as necessary (and establishing and maintaining reasonable reserves therefore) all trees and shrubs installed by Centex on the front, side and back of each Park Hill lot (including those already replaced by the Association). Documentation will be required of each Park Hill Owner certifying plantings received at time of closing with Centex as no such documentation currently exists. Said documentation will be filed with the Association for future reference.
- (iii) Ground cover. One common ground cover shall be maintained and replaced as necessary by the Association on all shrub beds and around all trees and shall be required as part of the Park Hill streetscape. Cost and expenses of said ground cover shall constitute a Service Area Assessment against each of the lots in Park Hill, pursuant to the Declaration.
- (iv) Each Owner shall be responsible for maintaining and replacing dead landscape plantings added by said Owner or previous Owner, if any, on a regular basis. Each Owner's maintenance will be of such quality of maintenance as provided in the Park Hill landscape contract (see Section (a) above). An Owner's obligation under this Section to provide regular maintenance will be required regardless of whether or not said Owner permanently resides in Park Hill.

b) Streetscape.

- (i) Association Fence. The Association will be responsible for insuring, maintaining and minor repair (and establishing and maintaining reasonable reserves therefore) of Association owned white vinyl picket fencing of all Park Hill lots along the front and side property lines adjacent to paved rights-of-way installed by Centex as shown on the Plat. Said fencing shall be required as a part of the Park Hill streetscape.
- (ii) Mailbox. Each Owner shall be responsible to maintain, paint, repair, and replace the white mailbox post along with black mailbox as installed by Centex. Said mailbox and post must be replaced if necessary in accordance with the guidelines established by the ARC and shall be required as a part of the Park Hill streetscape.
- (iii) House Numbers. The Association shall provide house numbers, to be the same size and color, located on the mailbox posts of all Park Hill lots and shall be required as a part of the Park Hill streetscape. Cost and expenses of said house numbers shall constitute Service Area Assessments pursuant to the Declaration. Said house numbers color shall be determined by majority vote of the Park Hill Owners.
- (iv) Trees and Plantings. Each lot within Park Hill shall have one Sabal Palmetto palm tree in each front yard. Each lot within Park Hill shall also have at least one canopy tree in each front yard as provided by Centex, except Lot #179 and Lot #166 (as shown on the Plat) which did not receive said trees due to size of lot. Sabal Palmetto palm tree and one canopy tree shall be required as a part of the Park Hill streetscape. Additional trees may be added to said front yards with the proper ARC submission and approval.

- (v) Shrubs. Each lot within Park Hill shall have a variety of shrubs within the planting beds lining the street side of the white picket fence, back of the picket fence (between fence and home front), sidewalk to the front door, as well as at least one shrub located on each side of the garage door as installed by Centex. Said shrubs shall be required as a part of the Park Hill streetscape. Additional plantings may be added with the proper ARC submission and approval.
- (vi) Common area berms along Clubcourse Drive (as shown on the Plat) shall have similar plantings on both the street and property owner sides as provided and installed by Centex and shall be required as a part of the Park Hill streetscape.

c) Park Hill Architecture Streetscape.

- (i) Each home within Park Hill shall be built with brick or hardi-plank exteriors except Lot #168 (as shown on the Plat).
- (ii) Future rebuilds shall be of the same façade and square footage, within 10%, as the original structure.
- (iii) All homes shall be maintained on a regular basis so as to maintain a development consistency in appearance and cleanliness. An Owner's responsibility under this Section to provide regular maintenance will be required regardless of whether or not the Owner permanently lives in Park Hill.

3. Ratification. Unless amended as set forth herein, the Park Hill 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 Park Hill 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 Park Hill.

(SIGNATURE PAGE TO FOLLOW)

