

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

**SECOND AMENDMENT TO SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PARK HILL AT
BAREFOOT RESORT**

THIS Second Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Park Hill at Barefoot Resort ("Park Hill Supplemental Declaration") is entered into effective the 20th day of May 2013, by Barefoot Resort Residential Owners Association, Inc., a South Carolina Nonprofit Corporation ("Association").

W I T N E S S E T H:

WHEREAS, Silver Carolina Development Company, LLC and Intracoastal Development Company, LLC, collectively the "Declarant", by "Declaration of Covenants, Conditions, and Restrictions for Barefoot Resort Residential Properties" dated April 12, 2000, recorded in the Office of the 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, the Declarant filed "First Amendment To The Declaration Of Covenants, Conditions And Restrictions For Barefoot Resort Residential Properties" dated December 18, 2000, recorded in the Office of the Register of Deeds of Horry County, South Carolina on December 20, 2000, in Deed Book 2328 at Page 731 (the "First Amendment"); and

WHEREAS, the Declarant filed "Second Amendment To The Declaration of Covenants, Conditions And Restrictions For Barefoot Resort Residential Properties" dated July 13, 2001, recorded in the Office of the Register of Deeds of Horry County, South Carolina on July 17, 2001, in Deed Book 2390 at Page 0324 (the "Second Amendment"); and

WHEREAS, the Declarant filed "Third Amendment To The Declaration of Covenants, Conditions And Restrictions For Barefoot Resort Residential Properties" dated December 12, 2001, recorded in the Office of the Register of Deeds of Horry County, South Carolina, on December 14, 2001, in Deed Book 2435 at Page 0366 (the "Third Amendment"); and

WHEREAS, Centex Homes, the "Successor Declarant", filed "Supplemental Declaration of Covenants, Conditions, and Restrictions for Park Hill at Barefoot Resort" dated February 22, 2007, and recorded in the Office of the Register of Deeds for Horry County, South Carolina on February 23, 2007, in Deed Book 3224 at Page 671 (the "Supplemental Declaration"); and

WHEREAS, the Successor Declarant filed "Amendment to Supplemental Declaration: Park Hill at Barefoot Resort" dated January 5, 2012, and recorded in the Office of the Register of Deeds for Horry County, South Carolina on January 11, 2012, in Deed Book 3561 at Page 2456 (the "First Supplemental Amendment"); and

WHEREAS, Section 9.3 of the Master Declaration provides, in relevant part, that the Association 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, the Association desires to modify the Declaration, First Amendment to the Declaration, Second Amendment to the Declaration, Third Amendment to the Declaration, Supplemental Declaration and the First Amendment to the Supplemental Declaration by deleting the provisions contained in the Supplemental Declaration and the First Amendment to the Supplemental Declaration and replacing all provisions as set out hereinbelow.

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

PART I. Definitions: The words used in this Second Amendment to 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 Neighborhood on Exhibit "F" a new Neighborhood known as, "Parkhill," which is described as follows:

**Instrument#: 2013000062717, DEED BK:
3660 PG: 985 DOCTYPE: 069 05/29/2013 at
02:14:23 PM, 1 OF 12 BALLERY V.
SKIPPER, HORRY COUNTY, SC
REGISTRAR OF DEEDS**

Park Hill – The land to be know 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. The real property described in Exhibit "A" attached hereto, pursuant to Section 9.3 of the Master Declaration, is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the following additional covenants, conditions, restrictions and easements:

Park Hill Service Area: Association Obligations: Park Hill Owners Subject to Service Area Assessment.

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 Supplement Declaration.

Park Hill Service Area Assessment. The costs and expenses incurred by the Association in discharging its obligations under sub paragraph 1.18 below 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.

1. Park Hill Owners' Covenants and Use Restrictions.

1.1 Architectural and Landscaping Approvals. In order to preserve the natural setting and beauty of Park Hill, to establish and preserve a harmonious and aesthetically pleasing design for Park Hill, and to protect and promote the value of the Park Hill property and all improvements located therein or thereon, including, but not limited to, landscaping, driveways, culverts, mailboxes, pools, pool houses, walls and fencing, will be subject to the prior review and approval of the Architectural Review Committee ("ARC") established pursuant to the Master Declaration and in accordance with Design Guidelines for such improvements or work published, from time to time, by the ARC, and no improvements of any nature whatsoever will be constructed, altered, added to, or maintained upon any part of Park Hill, and no landscaping, grading, excavation, or filling of any nature whatsoever will be implemented and installed within Park Hill, except in accordance with such guidelines and approval of the ARC.

1.2 Building Restrictions. Except as may be otherwise set forth in this Park Hill Supplemental Declaration, on the plat of Park Hill, or in writing filed in the ROD, in any agreement with Centex, or by specific deed restriction, the following building restrictions will apply with respect to Park Hill and other properties subject to this Park Hill Supplemental Declaration:

(a) Number of Buildings on Lots. No structure will be constructed on a Park Hill lot other than one (1) detached single-family dwelling. No separate storage, tent (other than overnight tents used by children which remain in place less than 24 hours), barn, shed, shack, tree house or other out building shall be permitted. All storage rooms must be attached to, form a part of and conform to the architectural scheme and appearance of the dwelling.

(b) Completion of Improvements. The exterior of all dwellings and other structures constructed upon any lot must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder thereof due to strikes, fires, national emergencies or natural calamities. No dwelling under initial construction shall be occupied until construction is completed and all necessary approvals of any governmental authorities have been obtained.

(c) Other Requirement of Residences. In addition, all residential structures constructed on a lot will be designed and constructed in compliance with the requirements of the Building Code of the City of North Myrtle Beach, and/or such other political subdivision with jurisdiction thereof, related to construction in flood hazard areas.

1.3 Trees. No Owner, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of four (4) inches above the ground level, or other significant vegetation as designated, from time to time, by the ARC, without obtaining the prior approval of the ARC, provided that dead or diseased trees which are inspected and certified as dead or diseased by the ARC or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any property by the Owner thereof. Nothing herein shall be construed so as to limit any applicable law or ordinance.

1.4 Use of Lots and Dwellings. Except as permitted by Section 2.22, each lot and dwelling will be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a dwelling as an office by an Owner or occupant will not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic; provided that in no event will any lot or dwelling be used as the office of or storage area for any building contractor, real estate developer or real estate broker. Nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on a lot or the showing of dwellings for the purpose of selling houses in Park Hill.

Lease or rental of a dwelling for residential purposes will also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire dwelling and all the improvements thereon, and (ii) is otherwise in compliance with rules and regulations as may be promulgated and published. All leases or rental agreements will be required to be for a duration of 6 (six) months or more and will be in writing, and upon request, the Owner will provide the Master Association Management Company with copies of such lease or rental agreement. Any dwelling will, in all respects, be subject to the terms and conditions of this Park Hill Supplemental Declaration and the rules and regulations adopted hereunder.

(a) Time Sharing and Vacation Multiple Ownership Plans. No part of Park Hill, including any improvements thereon or to be built thereon will be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27-32-10, et. seq., any subsequent laws of this State dealing with that or similar type of ownership by an Owner, or which is used for, in conjunction with and/or as an advertised part of any time share exchange program which makes available as accommodations any part of the Park Hill property and which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Plan or which utilizes any part of the Park Hill property as accommodations for time share sale prospects of any Person.

1.5 Antennas. No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of Park Hill, except as required by the Telecommunications Act of 1996 and implementing rules therefore issued by the Federal Communications Commission and by Centex in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Master Association will not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems with Park Hill.

1.6 Clotheslines. No clotheslines or drying yards shall be located upon any part of Park Hill so as to be visible from any common area or from any adjoining property or lot.

1.7 Propane Gas Tanks. Any propane gas tanks shall be buried underground on a Park Hill lot and the lid ground level and shielded from the view from any road by plantings or other means approved by the ARC.

1.8 Firearms and Fireworks. No firearms or fireworks of any variety shall be discharged upon the lots, in any dwelling, or upon any common area or wetland area. The

term "firearms" shall include, without limitation, guns, "B-B" guns and pellet guns.

1.9 Water Wells and Septic Tanks. No private water wells or septic tanks may be drilled, installed or maintained on any of Park Hill. Shallow wells may be authorized by the Master Association, in its sole and absolute discretion, for closed-end, geo-thermal residential systems; provided, however, no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the Master Association approved architectural design of a structure. Under no circumstances shall solar panels be installed that will be visible from any street in Park Hill.

1.10 Signs. Except as may be required by law or by legal proceedings, no signs or advertising posters of any kind, including, but not limited to, "For Rent," "For Sale," and other similar signs, shall be erected by an Owner, or any agent, broker, contractor, or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any window or on the exterior of any improvements or on any unimproved portion of property located within Park Hill, without the express written permission of the Master Association and the ARC. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Master Association and/or. In addition, the Master Association shall have the right to erect reasonable and appropriate signs on any portion of the common areas in accordance with the Design Guidelines adopted therefore by the ARC and, if required, approved by governmental authority with jurisdiction thereof.

1.11 Pets. No animals of any kind shall be kept by any occupant upon any portion of Park Hill, provided that a reasonable number of generally recognized house pets, not to exceed three (3), may be kept in dwellings, subject to rules and regulations adopted and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose; provided further, however, no exterior dog houses, kennels, fenced runs or pens for the housing of any pet shall be maintained on any lot. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash at all times when walked or exercised in any portion of the common areas and the owner of such pet shall clean up after such pet. The Board of Directors of the Master Association shall have the further right to fine any occupant for the violation of these pet restrictions by such occupant, and the occupant shall be liable to the Master Association for the cost of repair of any damage to the common areas caused by the dwelling's pet. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such dwelling and its Owner are subject.

1.12 Drainage. No Owner shall channel or direct drainage water onto a neighboring lot, common area or any golf course land except in accordance with a drainage plan approved by Master Association and in the case of drainage onto any golf course land, the owner of the golf course land. No Owner shall make any change to or modification of the originally established grades, swales and slopes of his or her lot in any way which changes or impedes the originally established flow of storm water drainage. Nothing shall be done by an Owner which disturbs or potentially disturbs any wetlands located within or adjacent to the property described in Exhibit A in any manner unless approved by the proper regulatory authority. Further, no dredging or filling of wetlands shall be undertaken by an Owner in any manner.

1.13 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of Park Hill. Exterior sculpture, benches, artwork, furniture, fountains, flags, and similar items are subject to ARC prior approval; provided, however, that nothing contained herein shall prohibit the appropriate display of the American flag.

1.14 Nuisances. No rubbish or debris of any kind will be dumped, placed, or permitted to accumulate upon any portion of Park Hill, nor will any nuisance or odors be permitted to exist or operate upon or arise from Park Hill, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of Park Hill. Noxious or offensive activities will not be carried on in any part of Park Hill, and each Owner and occupant will refrain from any act or use which could cause

disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to other portions of Park Hill or which could result in a cancellation of any insurance for any portion of Park Hill, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, will be located, used, or placed within Park Hill, except as may be permitted pursuant to terms, conditions, rules and regulations adopted therefore. Any Owner or occupant who dumps or places any trash or debris upon any portion of Park Hill will be liable to the Master Association for the actual costs of removal thereof plus an administrative fee of \$100.00, or such other sum set therefore by the Board as a recoupment of administrative costs in administering the cleanup and notices to the Owner and occupant, and such sum will be added to and become a part of that portion of any assessment next becoming due to which such Owner and his property is subject.

1.15 Motor Vehicles, Trailers, Boats, Etc. Each Owner will provide for parking of automobiles off the streets and roads within Park Hill. There will be no outside storage or parking upon any portion of Park Hill of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices, except in a dwelling's garage. Any permitted parking of a mobile or motor home within a garage will not be construed as to permit any person to occupy such mobile or motor home, which is strictly prohibited. Furthermore, although not expressly prohibited hereby, rules may be adopted which prohibit or impose specific restrictions with respect to the operating of mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, all terrain vehicles (ATVs), and other vehicles, or any of them, upon any portion of Park Hill if it is determined such prohibition or restriction will be in the best interests of Park Hill. Such policies may change from time to time with changing technology. The storage of any such vehicles within a garage will be permitted, even if operating the same is prohibited. No Owners or other dwellings of any portion of Park Hill will repair or restore any vehicle of any kind upon or within a property subject to this Park Hill Supplemental Declaration except (i) within enclosed garages, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

1.16 Mining and Drilling. Neither derrick nor other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of Park Hill, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or materials of any kind be produced or extracted from the premises.

1.17 Garbage Disposal. Each lot Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by the ARC, or a roll-out garage rack of the type approved by the ARC, which shall be visible from the streets on garbage pickup days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage on any lot or within Park Hill shall be permitted; provided, however, the Master Association shall be permitted to modify the requirements of this Section 1.17 where necessary to comply with orders of governmental bodies.

1.18 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 facade 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.

1.19 Owner Recording Additional Restrictions on Park Hill Property. No Owner may impose additional restrictive covenants on any lands within Park Hill without consent of the Master Association. The Master Association may impose additional restrictive covenants on property then owned by the Master Association without the consent of any other Owner.

1.20 Owner's Re-subdivision. No lot will be subdivided, or its boundary lines changed, nor will application for the same be made to any political subdivision with jurisdiction thereof, except with the prior written approval of the Master Association.

a. Consolidation of Lots. The provisions of this Section 1.20 will not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot will be considered in the interpretation of this Park Hill Supplemental Declaration. Consolidation of lots, as described herein, must be approved by Centex, said approval to be granted in its respective sole discretion upon the terms and conditions established by it from time to time, including specific provisions for the payment of Assessments.

1.21 Other Rights and Reservations. **THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS PART II OF THE PARK HILL SUPPLEMENTAL DECLARATION WILL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE MASTER ASSOCIATION WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THIS PARK HILL SUPPLEMENTAL DECLARATION.**

2. PROPERTY RIGHTS

2.1 General Rights of Owners. Each lot and dwelling will for all purposes constitute real property which will be owned in fee simple and which, subject to the provisions of this Park Hill Supplemental Declaration, maybe conveyed, transferred, and encumbered the same as any other real property. Each Owner will be entitled to the exclusive ownership and possession of his said property, subject to the provisions of this Park Hill Supplemental Declaration, including without limitation, the provisions of this Section 2.1. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any support to any lot or dwelling lie partially within and partially outside of the designated boundaries of the lot, any portions thereof which serve only such property will be deemed to be a part thereof, and any portions thereof which serve more than one such lot or dwelling or any portion of a common area will be deemed to be a part of the common area.

2.2 Common Area Easements for Centex. During the period that Centex owns any of Park Hill for sale, Centex will have an alienable and transferable right and easement on, over, through, under, and across the common areas for the purpose of constructing improvements in and to the lots and for installing, maintaining, repairing and replacing other improvements to Park Hill contemplated by this Park Hill Supplemental Declaration or as Centex desires, in its sole discretion.

2.3 Easements for Utilities. The Association as successor to Centex, will have the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across (i) all of the common areas in accordance with this Park Hill Supplemental Declaration; (ii) strips of land will be of reasonable width, running adjacent to and parallel with the front and side of the side lot lines of each lot, not to conflict with any drainage easements thereon, and as further shown on the final plat of Park Hill; and (iii) such other easement areas shown on any final plat or recited in any declaration for the purpose of installing, replacing, repairing, maintaining, and using master

television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such easements may be granted or accepted by the Association. To the extent practical, in Association's sole discretion, all utility lines and facilities serving Park Hill and located therein will be located underground. By virtue of any such easement and facilities, it will be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of Park Hill so encumbered, (A) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (B) to cut and remove any trees, bushes, or shrubbery, (C) to grade, excavate, or fill, or (D) to take any other similar action reasonable necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

2.4 General Maintenance Easement. The Association will have an alienable, transferable, and perpetual right and easement to enter upon any Park Hill property subject to this Park Hill Supplemental Declaration for the purpose of providing insect and reptile control, mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within Park Hill, provided that such easements will not impose any duty or obligation upon Centex to perform any such actions, or to provide garbage or trash removal services. Furthermore, the Association will have an alienable, transferable, and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of a lot or dwelling which is located within twenty (20) feet from the water's edge of any lagoon, pond or other body of water within Park Hill for the purpose of (i) mowing such area and keeping the same clear and free from unsightly growth and trash, (ii) maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards, and (iii) installing, constructing, repairing, replacing, and maintaining erosion control devices, provided that the foregoing easements will not be deemed to limit the responsibility therefore by Owners under Section 4.1 hereof. The costs thereof incurred as a result of the action or inaction of any Owner will be paid by such Owner, and until paid will be a continuing lien upon the Owner's lot or dwelling.

2.5 Environmental Easement. The Association will have an alienable, transferable, and perpetual right and easement on, over, and across all unimproved portions of properties subject to this Park Hill Supplemental Declaration for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted therefore, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

2.6 Front Yard Fencing and Landscape Maintenance Easements.

(a) Master Association Easement for Fencing and Landscape Maintenance. The Master Association will have an alienable, transferable and perpetual easement on, over and across the front yard of each Park Hill lot, and the side yard of any corner lot, adjacent to a right-of-way for the maintenance, repair and replacement of front yard fencing and landscaping pursuant to its duties under Section 1.18 above. The said easement is forty (40) feet in depth and running parallel with the adjacent right-of-way; provided, however, it shall limit its activities within the easement area to the area from the front of the fencing to the paved portion of the adjacent right-of-way, except as circumstances may require for complete structural maintenance and painting of the fencing, and the repair and replacement of the fencing, as well as landscaping and ground cover in front thereof.

2.7 Easements Deemed Granted and Reserved. All conveyances of a lot hereunder, whether by Centex or otherwise, will be deemed to have granted and reserved, as the context will require, all easements set forth in this Park Hill Supplemental Declaration, including, but not limited to, those set forth in this Section 2.

2.8 No Partition. There will be no judicial partition of Park Hill or any part thereof,

nor will any person acquiring any interest in Park Hill or any part thereof seek any such judicial partition unless Park Hill has been removed from the provisions of this Park Hill Supplemental Declaration.

3. Maintenance

3.1 Responsibilities of Owners. Unless specifically identified herein as the responsibility of the Master Association, all maintenance and repair of lots and dwellings, or the marsh and waterfront property adjacent to any such property, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within such property will be the responsibility of the Owner thereof. Each Owner will be responsible for maintaining his or its property in a neat, clean, and sanitary condition, and such responsibility will include the maintenance and care of all exterior surfaces of all dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. Each Owner will also be obligated to pay for the costs incurred for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner will (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a dwelling, building or other structure, or the landscaping, grounds, or other improvements within his or its property unless such decoration, change, or alteration is first approved, in writing, by the ARC as provided in the Master Covenants, or (ii) do any work which would jeopardize the soundness and safety of Park Hill, reduce the value thereof, or impair any easement or hereditament thereto.

4. General Provisions.

4.1 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Park Hill Supplemental Declaration will be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions will continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Rose Kennedy, mother of U.S. Senator Edward Kennedy.

4.2 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 the Master Association 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 which 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.

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

4.4 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.

4.5 Rights of Third Parties. This Park Hill Supplemental Declaration will be filed in the ROD for the benefit of the Association, the Owners, 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.

4.6 Conflicts. In the case of any conflict between the Master Declaration and this Park Hill Second Amendment to 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 Second Amendment to Supplemental Declaration less restrictive, in which later case the applicable provision of this Park Hill Second Amendment to Supplemental Declaration shall control.

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

4.8 Binding Effect. This Second Amendment to Supplemental Declaration 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.

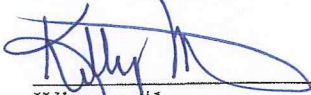
(SIGNATURE PAGE TO FOLLOW)

FURTHER, except as specifically amended hereby, the Master Declaration remains unchanged.

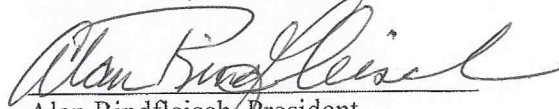
WITNESS our hands and seals the date first above written.

SIGNED, SEALED AND DELIVERED
South THE PRESENCE OF:

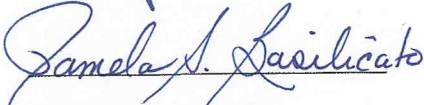
Barefoot Resort Residential Owners Association, Inc., a
Carolina Nonprofit Corporation



Witness #1



Alan Rindfleisch, President



Witness #2 or Notary



William Hartman, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, Pamela S. Basilicato, a Notary Public for the State of South Carolina, do hereby certify that Alan Rindfleisch as President of Barefoot Resort Residential Owners Association, Inc., and William Hartman as Secretary Barefoot Resort Residential Owners Association, Inc., of personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of May, 2013.



Notary Public for South Carolina
My Commission Expires: 10-24-2016

(Seal)



EXHIBIT "A"

ALL those certain parcels, pieces or lots of land, situate, lying and being in the State of South Carolina, County of Horry, shown and designated as Lots X thru X on a plat prepared by DDC Engineers, Inc. dated April 4, 2000 for Centex Homes entitled, "Bonded Final Plat of Tract W, Phase 1 - Barefoot Resort" and recorded April 11, 2000 in Horry County Office of Register of Deeds in Book 169, Page 27.

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