

STATE OF SOUTH CAROLINA )  
 ) AMENDMENT TO THE DECLARATION OF  
 ) COVENANTS, CONDITIONS AND RESTRICTIONS  
 ) FOR BAREFOOT RESORT RESIDENTIAL  
 ) PROPERTIES  
COUNTY OF HORRY ) (Re: Termination of Declarant Control Period)

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BAREFOOT RESORT RESIDENTIAL PROPERTIES and BY-LAWS OF BAREFOOT RESORT RESIDENTIAL OWNERS ASSOCIATION, INC. (hereinafter "Amendment") is entered this 15<sup>th</sup> day of December, 2011 by Centex Homes, a Nevada general partnership (hereinafter referred to as "Centex" or "Declarant").

WHEREAS, on April 13, 2000, the Declarant caused to be filed the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties (hereinafter "Barefoot") in 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 "Declaration"); and

WHEREAS, as set forth in Section 19.1 of the Declaration and Section 6.6 of the By-Laws, the Declarant reserved the right to amend the Declaration, which Amendment shall become effective upon recording in the Horry County Register of Deeds; and

WHEREAS, Declarant wishes to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby amend the Declaration and declare as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as if fully set forth below. All capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning as set forth in Declaration.

2. Delegation of Duties: Architectural Review. As set forth in Section 4.2(b) of the Declaration, the Declarant hereby assigns and delegates those rights regarding architectural control to the Barefoot Resort Residential Owners Association, Inc. (hereinafter “Association”). Upon the recordation of this Amendment, the Association shall have exclusive jurisdiction over the matters set forth in Section 4.2 of the Declaration.

3. Creation of Villages. As set forth in Section 6.4(c) of the Declaration, the Declarant reserved the right to designate Villages consisting of one or more Neighborhoods for the purpose of electing directors to the Board, so as to ensure fair representation on the Board from Neighborhoods and other areas throughout Barefoot. Upon the recordation of this Amendment, there shall be created two (2) Villages within Barefoot, the “Single Family Village” and the “Multi Family Village,” all as set forth below.

3.1 Single Family Village. The Single Family Village shall consist of the following designated Neighborhoods within Barefoot, together with the Public Clubhouse, all as set forth below:

- Bridle Ridge
- Brookstone

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- Cedar Creek
- Coquina Pointe
- Leatherleaf
- Longbridge
- Oak Pointe
- Park Hill
- Somerset
- Sweetbriar
- Dye Estates
- Public Clubhouse (containing forty-five (45) Units with the equivalent number of votes, as set forth in Section 8.10(b) of the Declaration)

3.2 Multi-Family Village. The Multi Family Village shall consist of the areas within Barefoot that have been developed as multifamily residences, and are identified as follows:

- Arbor Trace
- Clearwater Bay
- Cypress Bend
- Edgewater
- Greenbriar
- Harbour Cove
- Heron Bay
- Ironwood
- River Crossing
- Tanglewood
- The Havens
- Wedgewood
- Willow Bend
- Woodlands
- Dye Townhomes
- Dye Villas
- Dye Clubhouse (containing fifteen (15) Units and the equivalent number of votes, as set forth in Section 8.10(a) of the Declaration)

4. Amendments to Declaration. The Declaration is hereby amended as follows.

4.1 Section 6.3 is deleted in its entirety and replaced with the following:

Voting. The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A." Class "A" Members shall be all Owners. Each Class "A" Member shall have one vote for each Unit which they own; provided, there shall be only one vote per Unit. Builders will exercise one vote for each Unit or Equivalent Unit that they own. The Golf Course will exercise its votes through the Golf Clubhouses and will have one vote for each Equivalent Unit assigned to it as set forth in Section 8.10.

(b) Class "B." The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member are specified elsewhere in the Governing Documents. No votes shall be exercised

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for any unimproved property owned by the Class "B" Member as long as the Class "B" membership exists, and no votes shall be exercised on account of any property which is exempt from assessment under Section 8.9.

(i) The Class "B" membership shall terminate upon the earlier of: (1) two years after termination of the Class "B" Control Period, or (2) when, in its discretion, the Class "B" Member so determines and declares in a recorded instrument. The Class "B" Control Period shall be deemed to terminate sixty (60) days from the date this Amendment is filed.

5. Amendments to By-Laws: The By-Laws are hereby amended as follows:

5.1 Section 3.2 is deleted in its entirety, and replaced with the following:

Number of Directors. The number of directors in the Association shall be not less than five (5) nor more than seven (7), all as set forth in Section 3.5.

5.2 Section 3.3 is deleted in its entirety.

5.3 Section 3.5 is deleted in its entirety, and replaced with the following:

Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) On December 1<sup>st</sup>, 2011, the Board shall call for the election of three (3) new directors to be elected in the following manner: each Village shall elect one (1) director, with the third (3rd) director elected by an at large vote of all Class "A" Members (hereinafter "Initial Election"). Each candidate for election must designate the representative position for which he or she is seeking election (whether from a Village or from the at large Class "A" Membership) prior to the election, and the slate shall reflect the same. The directors elected at the Initial Election shall serve a two (2) year term.

(b) On December 1<sup>st</sup>, 2011, the directors elected by the Class "A" Members then serving on the Board shall remain in office for one (1) year, at which point their terms shall expire and a second election prior to the annual meeting following the Initial Election (hereinafter "Second Election"). The three (3) new directors shall be elected in the same manner as set forth in Section 5.3(a) above, with each Village electing one (1) director and the third being elected by an at large vote of the Class "A" Members; those persons seeking election shall also designate the representative position for which he or she is running prior to the election, which shall be identified on the voting slate. The directors elected at the Second Election shall serve a two (2) year term.

(c) Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one (1) director. Upon termination of the Class "B" membership, the director appointed by the Class "B" Member shall resign, and the remaining directors shall be entitled to appoint a director to serve the unexpired portion of the term. The Class "A" Members shall be entitled to elect a successor to fill the position of the director appointed by the Class "B" Member at the next annual meeting.

The directors elected by the Class "A" Members shall hold office until December 31<sup>st</sup> of the year when their respective successors have been elected.

5.4 Section 3.19 is deleted in its entirety.

6. **Ratification.** Unless amended as set forth herein, the Declaration and By-Laws of Barefoot Resort Residential Owners Association, Inc. are 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 Declaration and By-Laws with regard to the matters and things set forth herein, is incorporated therein and made a part and parcel thereof.

7. Binding Effect. This Amendment shall be binding upon, and inure to the benefit of, all parties having any right, title or interest in the properties subject to the Declaration, their heirs, successors and assigns, and shall inure to the benefit of each Owner therein.

IN WITNESS WHEREOF, the Declarant has caused this instrument 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

By: Matt Raines  
Its: Vice President of Land: Coastal Carolinas

STATE OF SOUTH CAROLINA

COUNTY OF Horry

## ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 1 day of December, 2011 by Matt Raines, the Vice President of Land: Coastal Carolinas, for Centex Real Estate Corporation, the Managing General Partner of Centex Homes, A Nevada General Partnership, on behalf of the corporation.

Notary Public for South Carolina

My Commission expires: 6/20/18



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