

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

**SECOND AMENDMENT TO THE SUPPLEMENTAL
DECLARATIONS OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
COQUINA POINTE AT BAREFOOT RESORT**

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties ("Declaration") is recorded in Deed Book 2251 at page 384 in the office of the Registrar of Deeds & Conveyances for Horry County, State of South Carolina; and

WHEREAS pursuant to *Section 9.3* of the Declaration, the Supplemental Declaration of Covenants, Conditions and Restrictions for Coquina Pointe at Barefoot Resort ("CCR") is recorded in Deed Book 2332 at page 79 in the office of the Registrar of Deeds & Conveyances for Horry County, State of South Carolina; and

WHEREAS, the CCR were amended on August 2, 2022 upon the filing of the First Amendment to the Supplemental Declarations of Covenants, Conditions and Restrictions for Coquina Pointe at Barefoot Resort which was recorded in Deed Book 4578 at page 2130 in the office of the Registrar of Deeds & Conveyances for Horry County, State of South Carolina; and

WHEREAS there are ninety-six (96) owners of homes within Coquina Pointe at Barefoot Resort; and

WHEREAS the owners of homes within Coquina Pointe at Barefoot Resort have asked to amend their CCR as herein after described and to ensure the owners of homes within Coquina Pointe at Barefoot Resort support the proposed Amendment was presented to the owners; and

WHEREAS the owners of homes within Coquina Pointe at Barefoot Resort held a vote on the proposed Amendment and seventy-six (76) owners, comprising seventy-nine (79%) percent voted to approve the Amendment; eight (8) owners, composing eight (8%) percent of the membership voted against the Amendment; and twelve (12) owners,

composing thirteen (13%) percent of the membership abstained from voting on the Amendment; and

WHEREAS the owners of homes within Coquina Pointe at Barefoot Resort have received the approval required by *Section 19.2* of the Declaration to ratify their vote and desired change to the CCR as set out below:

**SECOND AMENDMENT TO THE DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
COQUINA POINTE AT BAREFOOT RESORT**

*Sub-Section 2.20(a) of the CCR
Association Fence and Landscape Maintenance*

**IS HEREBY AMENDED, REPLACED AND/OR DELETED
AND REPLACED WITH THE FOLLOWING:**

Section 2.20(a) Association Fence and Landscape Maintenance:

- a. **Association Fence Maintenance.** The Association shall be responsible for insuring, maintaining, painting and replacing (as well as establishing and maintaining reasonable reserves therefor) the fencing along the front and side property lines of all Coquina Pointe lots adjacent to paved rights-of-way installed by Centex within the easement area and pursuant to the authorities therein granted under Section 3.7.
- b. **Association Provided Landscape Maintenance – Common Areas.** The Association shall be responsible for ensuring that routine landscape maintenance (as defined below) is performed on the lawns, shrubs, beds, and trees (both canopy and palm) and floral programs for monuments located within the Common Areas of Coquina Pointe. The Association shall also have the responsibility to remove and/or replace any diseased or dead grass, diseased or dead shrubs and trees (canopy and palm) and all other diseased or dead landscape covering in the Common Areas of Coquina Pointe.
- c. The Association shall be responsible for entering into an annual contract with a qualified professional landscape company to perform all of the full-service landscape maintenance obligations described above.
- d. The Association's said duties shall be undertaken within and pursuant to the authorities granted to it therein pursuant to Section 3.6(b) below. The costs and expenses of the Association's said routine landscape maintenance shall constitute Service Area Expenses and shall be assessed solely against

the Coquina Pointe lots by the Master Association as Service Area Assessments pursuant to the Master Declaration.

- e. **Association Provided Routine Landscape Maintenance – Individual Owner’s Lots.** The Association shall be responsible for ensuring that routine landscape maintenance (as defined below) is performed on the lawns, shrubs, beds, and trees (both canopy and palm) located within the area between the white picket fencing along said property lines of the Coquina Pointe lots and the paving of the adjacent right-of-way, whether or not such area is a part of the Owner's lot.
- i. Routine landscape maintenance shall include periodic:
 1. Lawn mowing, edging and debris removal;
 2. Pruning of trees, shrubs and palms;
 3. Fertilization of lawns, trees and shrubs;
 4. Lawn weed and pest (insect and mole) control;
 5. Bed care (mulch installation and weed control);
 6. Irrigation control; and
 - ii. The Association's said duties shall be undertaken within and pursuant to the authorities granted to it therein pursuant to Section 3.6(b) below. The costs and expenses of the Association's said routine landscape maintenance shall constitute Service Area Expenses and shall be assessed solely against the Coquina Pointe lots by the Master Association as Service Area Assessments pursuant to the Master Declaration.
 - iii. The Association’s obligation shall solely be to perform routine landscape maintenance. The Association shall have no responsibility to remove and/or replace any diseased or dead grass or diseased or dead shrubs or trees (canopy and palm) except in the common areas of Coquina Pointe. The Association shall enter into an annual contract with a qualified professional landscape company to perform full-service routine landscape maintenance obligations hereunder.
 - iv. An Owner may not add, remove, change, or alter any of the landscape plantings between the fencing on the Owner's lot and the adjacent, paved right-of-way bordering the Owner's lot unless such addition, removal, change, or alteration is first approved, in writing, by the ARC as provided in the Master Covenants. Each Owner shall be responsible for maintaining and, when necessary, removing and replacing all landscape plantings added by the Owner.

- f. **Owner Provided Landscape Maintenance.** Each Owner shall be responsible for maintaining on a regular basis the landscaping, if any, and ground cover on the inside of the fenced front yard of Coquina Pointe lots, whether or not such area is a part of the Owner's lot or within the right-of-way adjacent thereto. Each Owner shall also be responsible for maintaining on a regular basis the landscaping and ground cover in their back and side yards. Each Owner's said maintenance will be of such quality and effort as is required to maintain an appearance and cleanliness of their back and side yards that is comparable to that provided for their front yards by the Association. An Owner's responsibility under this Section to provide regular maintenance shall be fulfilled regardless of whether or not an Owner permanently resides in Coquina Pointe.

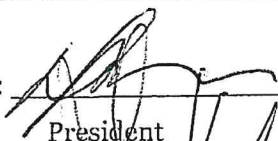
The CCR are re-affirmed and shall remain unchanged in all other respects.

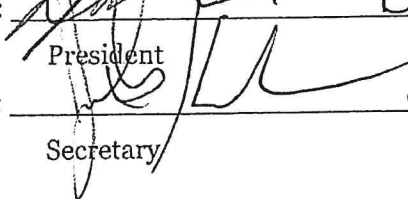
This Amendment is hereby adopted in all respects as to the provision as stated above. This Amendment shall and does constitute an Amendment to the Declaration, the Supplemental Declaration of Covenants, Conditions and Restrictions for Coquina Pointe at Barefoot Resort and made part and parcel thereof.

This Amendment shall be binding upon, and inure to the benefit of, all parties having any right, title, or interest in the properties which constitute Coquina Pointe at Barefoot Resort, their respective heirs, successors, and assigns.


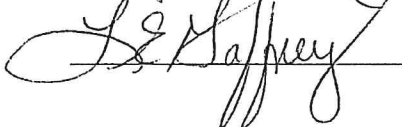
IN WITNESS WHEREOF, pursuant to the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties, the President and Secretary of the Barefoot Resort Residential Owners' Association, Inc. have executed this Amendment to the Covenants, Conditions and Restrictions of Coquina Pointe at Barefoot Resort this the 20 day of March 2025.

Barefoot Resort Residential Owners' Association

By:  Dara Baltuskonis
President

By:  Jack Haines
Secretary

Witnesses:

Kelly White

Lucy Gaffney

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

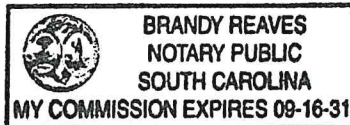
Personally, appeared before me the undersigned witness who, being duly sworn, deposes and says that he/she saw the President and Secretary of the Barefoot Resort Residential Owners' Association sign, seal and deliver this Amendment to Master Deed pursuant to the Declaration of Covenants, Conditions and Restrictions for Barefoot Resort Residential Properties and that he/she with the other witness named as subscribed above witnessed the execution thereof. Further, none of the subscribing witnesses or the notary public have an interest, financial or otherwise, in the execution and recording of this Amendment.

 Kelly White

SWORN to before me this
the 20 day of March 2025.



Notary Public for South Carolina
My Commission Expires: 9/16/2031



CERTIFICATION


Matter: **Coquina Pointe at Barefoot Resort**

Location: North Myrtle Beach, Horry County,
South Carolina

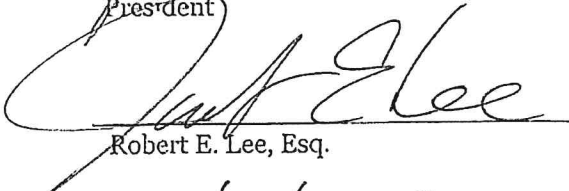
Association Manager: Ponderosa Management, LLC

Address: 4876 Barefoot Resort Bridge Rd Ste. C, North Myrtle Beach, SC
29582

The Second Amendment to the Supplemental Declarations of Covenants,
Conditions and Restrictions for the above-named Association were approved by the
Board and President prior to filing.



President



Robert E. Lee, Esq.

4/3/25

Date of Approval

**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Restrictions

DATE OF INSTRUMENT: _____

DOCUMENT SHALL BE RETURNED TO:

NAME: Robert E. Lee LLC

ADDRESS:

111 Witcover St

Marion, SC 29571-2929

TELEPHONE: (843) 423-1313

FAX: (843) 423-1313

E-MAIL ADDRESS: rel@rellawfirm.com

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$.

BRIEF PROPERTY DESCRIPTION: Second Amendment to the Supplemental Declarations of Covenants, Conditions and
Restrictions for Coquina Pointe at Barefoot Resort

TAX MAP NUMBER (TMS #), / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1. <u>RESORT</u>	<u>COQUINA POINTE AT</u>	<u>BAREFOOT</u>

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1. <u>RESORT</u>	<u>COQUINA POINTE AT</u>	<u>BAREFOOT</u>