

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

· TWENTY-FIRST AMENDMENT TO
MASTER DEED OF CLEARWATER BAY
HORIZONTAL PROPERTY REGIME

THIS TWENTY-FIRST AMENDMENT TO MASTER DEED OF CLEARWATER BAY HORIZONTAL PROPERTY REGIME (the "Twenty-First Amendment") is made this 20th day of February, 2010, by Centex Homes, a Nevada general partnership, hereinafter called "Developer."

W I T N E S S E T H:

WHEREAS, the Developer, by "Master Deed of The Clearwater Bay Horizontal Property Regime", recorded February 2, 2007 in the Office of Recorder of Deeds for Horry County in Book 3220 Page 327 (hereinafter referred to as the "Master Deed"), created a horizontal property regime upon certain property situate in Horry County, South Carolina; and

WHEREAS, pursuant to Article XIV, Section 14.2 of the Master Deed, the Developer retained the right to expand the Regime by constructing additional Units on any portion of the Common Area previously submitted to the Regime; and

WHEREAS, Developer desires to amend the Master Deed to submit to the Regime additional Units it has constructed; and

WHEREAS, Developer wishes to further amend the Master Deed to describe in words a Limited Common Element shown and designated as such on the Plans.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer does hereby exercise its right under the Master Deed to expand the Regime by adding as Phase XXI thereto one (1) Building, known as Building 44, such Building containing six (6) Units, which shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the Master Deed, as amended by this Twenty-First Amendment, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth therein, and as further amended hereby, and does further amend the Master Deed's definition of "Limited Common Element" and declare as follows:

I. Definitions. The words used in this Twenty-First Amendment, unless the context shall clearly indicate otherwise, shall have the same meanings as set forth in the Master Deed.

II. Addition of Building 44 as Phase XXI. Exhibit "B" to the Master Deed is hereby amended by the addition thereto of Exhibit "B-16" attached hereto and made a part hereof by this reference, and the Plans of the Regime shall include the site plans and floor plans for Building 44 recorded simultaneously herewith, as referred to in Exhibit "B-16."

III. Amendment of Exhibit "C". Exhibit "C" to the Master Deed, the schedule of "Schedule of Assigned Values and Percentage Interests " for the Regime, is deleted in its entirety; and a

new Exhibit "C" which is attached hereto and made a part hereof by this reference, shall be substituted therefor.

IN WITNESS WHEREOF, the Developer has caused this TWENTY-FIRST AMENDMENT TO MASTER DEED OF THE CLEARWATER BAY HORIZONTAL PROPERTY REGIME to be executed the day and year first above written.

WITNESSES:

Mec D
(Witness No 1)
Eileen Dowling
(Notary)

~~CENTEX HOMES~~, a
Nevada general partnership

By: *Matthew M Raines*
Its: *Director of Land*

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within-named Centex Homes, by *Matthew M Raines*, its *Director of Land*, sign, seal and as its act and deed deliver the foregoing instrument, and that (s)he together with the other witness whose name appears as a witness, witnessed the execution thereof.

Mec D
(Witness #1)

SWORN and subscribed before me
this *12th* day of *February*, 2010.

Eileen Dowling (L.S.)
Notary Public for South Carolina
My commission expires: *6/20/18*

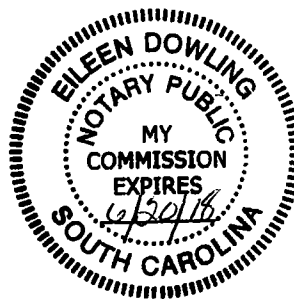


Exhibit "B-16"

SITE PLANS AND FLOOR PLANS

THE CLEARWATER BAY HORIZONTAL PROPERTY REGIME

PHASE XXI

BUILDING 44

NOTE

Exhibit "B-16" is composed of a survey showing the locations of Building 44 and other improvements, as well as the vertical locations of each floor and the Units located therein. Exhibit "B-16" also includes a set of floor plans for Building 44, which shows graphically the dimensions, area and location of each Unit in the Building, and the dimensions, area and location affording access to each such Unit.

The survey for Building 44 has been recorded in Plat Book 248 at Page 80.
The floor plans for Building 44 have been recorded in Condominium Cabinet 248 at Page 81.

Exhibit "B-16" further includes the matters set forth below, and includes the attached certification letter for Building 44 by Miller Design Services, P.A., architect of the above referenced plans, dated February 10, 2010 and recorded herewith.

Building 44 has six (6) Units, and each Unit is individually numbered and described as Units 4401, 4402, 4403, 4404, 4405 and 4406.

Unit 4401 is located on the northeast end of Building 44, and Unit 4406 is located on the southwest end of Building 44. All the Units are two stories in height, with both garage and living area on the ground floor and additional living area on the second floor. Each Unit has an owner's suite and 1½ baths on the ground floor. Unit 4401, Unit 4403, Unit 4404 and Unit 4406 each has 2 bedrooms and 2 baths on the second floor. Unit 4402 and Unit 4405 each have 2 bedrooms and 1 bath on the second floor.

The locations of each Unit and the floor plan for Building 44 are graphically shown on the floor plans of Miller Design Services, P.A. dated February 10, 2010, and also shows each floor and ceiling elevation from ground.

The as-built survey of Robert L. Arrington, PLS entitled, "Record Plat of As-Built Survey of Building 44, Clearwater Bay at Barefoot Landing," dated February 6, 2010 shows the ground location of Building 44, the Building's elevations, and the Common Elements noted thereon, which as-built survey is made a part hereof and recorded simultaneously herewith.

As to each Unit: All built-in kitchen appliances, any refrigerator, air conditioner units and condensers and hot water heater located in each Unit are part of the Unit in which they are located and are not Common Elements. The entry stoop, patio or courtyard adjacent to each

Unit, including the railing thereof, is a Limited Common Element and is subject to restrictions as set forth elsewhere in this Master Deed.

The Developer shall provide either to the Owner or to the Association plywood sheets that may be placed over all of the windows in Building 44 in the event of an impending hurricane or storm. If given to the Association, the Association shall make such plywood sheets available to each Owner in Building 44 in the event of such impending hurricane or storm and if the Association is not to undertake such installation and removal, which the Association is not otherwise obligated to undertake as further provided in Section 4.2 of the Master Deed to which this Exhibit is attached and incorporated by reference. Unless specifically provided in this Exhibit "B-16" or any amendment or addition to this Exhibit for future phases and as may be required by law, the Developer shall not be obligated to provide plywood sheets or other hurricane covering for windows in the Regime's Buildings, other than is covenanted to be provided for Building 44, as herein stated.

Reference to areas as Common Elements or elements in this paragraph will be in addition to and read in conjunction with the further designations of Common Elements and elements set out in other portions of this Master Deed and the survey and floor plans making up the balance of this Exhibit "B-16". The asphalt parking areas designated on the as-built survey are Common Elements.

ARCHITECT'S CERTIFICATION LETTER
Attached Hereto

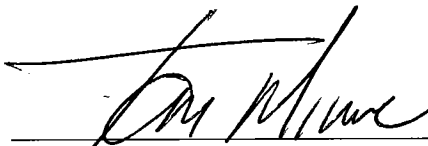


**Brian F. Kernaghan, Esq.
Nexsen Pruet, LLC
P.O. Drawer 14610
Surfside Beach, SC 29587**

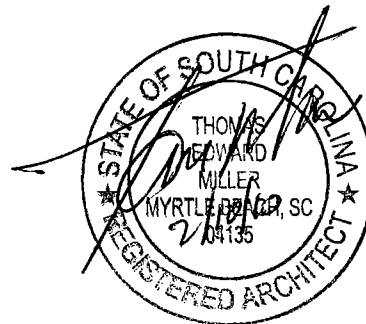
**Re: Clearwater Bay, Building No. 44
6244 Catalina Drive 4401, 4402, 4403, 4404, 4405, and 4406**

This letter is to serve as the Architect's Certification for the above referenced project as requested by you for attachment to the Master Deed.

The undersigned Architect, registered to practice in the State of South Carolina, certifies that these documents reflect, to the best of the Architect's knowledge, information and belief, the observable and accessible configuration of the structures. They show floor plans and elevations of the building, and graphically show the dimensions, area and location of the common elements affording access to each apartment.



Thomas E. Miller, AIA
Miller Design Services, P.A.
South Carolina Architect
License No. 04135



Myrtle Beach, SC
February 10, 2010

Exhibit "C"

Schedule of Assigned Values and Percentage Interests in the Common Elements

This is a schedule of Assigned Values and Percentage Interests in the Common Elements appurtenant to Units in Clearwater Bay. The Developer's current plan provides for sixty-two (62) Buildings developed in sixty-two (62) phases, which the Developer may, but is not obligated to, develop; provided, the Developer has also reserved the right to expand the Regime further by adding an additional sixty-third (63rd) Phase Building. At the date hereof, the Declarant has completed construction of twenty-one (21) Buildings, Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 22, 24 and 44, and being development Phases I –XXI. The Developer has reserved the right, but not the obligation, to develop Phases XXII through LXIII, inclusive. The Assigned Value is for statutory purposes only and has no relationship to the actual value of each Unit.

Clearwater Bay			
Buildings / Units Numbering Per Horizontal Property Regime Act	Assigned Value	Percentage Interests	Propane Tank Ltd Common Element
0111	\$2,000	1.51515%	
0112	\$2,000	1.51515%	
0113	\$2,000	1.51515%	
0211	\$2,000	1.51515%	
0212	\$2,000	1.51515%	
0213	\$2,000	1.51515%	
0311	\$2,000	1.51515%	
0312	\$2,000	1.51515%	
0313	\$2,000	1.51515%	
0411	\$2,000	1.51515%	
0412	\$2,000	1.51515%	
0413	\$2,000	1.51515%	
0511	\$2,000	1.51515%	
0512	\$2,000	1.51515%	
0513	\$2,000	1.51515%	
0611	\$2,000	1.51515%	
0612	\$2,000	1.51515%	
0613	\$2,000	1.51515%	

Clearwater Bay			
Buildings / Units Numbering Per Horizontal Property Regime Act	Assigned Value	Percentage Interests	Propane Tank Ltd Common Element
0711	\$2,000	1.51515%	
0712	\$2,000	1.51515%	
0713	\$2,000	1.51515%	
0811	\$2,000	1.51515%	
0812	\$2,000	1.51515%	
0813	\$2,000	1.51515%	
0911	\$2,000	1.51515%	
0912	\$2,000	1.51515%	
0913	\$2,000	1.51515%	
1011	\$2,000	1.51515%	
1012	\$2,000	1.51515%	
1013	\$2,000	1.51515%	
1111	\$2,000	1.51515%	
1112	\$2,000	1.51515%	
1113	\$2,000	1.51515%	
1211	\$2,000	1.51515%	
1212	\$2,000	1.51515%	
1213	\$2,000	1.51515%	
1311	\$2,000	1.51515%	
1312	\$2,000	1.51515%	
1313	\$2,000	1.51515%	
1411	\$2,000	1.51515%	
1412	\$2,000	1.51515%	
1413	\$2,000	1.51515%	
1511	\$2,000	1.51515%	
1512	\$2,000	1.51515%	
1513	\$2,000	1.51515%	
1611	\$2,000	1.51515%	
1612	\$2,000	1.51515%	
1613	\$2,000	1.51515%	

Clearwater Bay			
Buildings / Units Numbering Per Horizontal Property Regime Act	Assigned Value	Percentage Interests	Propane Tank Ltd Common Element
1711	\$2,000	1.51515%	
1712	\$2,000	1.51515%	
1713	\$2,000	1.51515%	
1811	\$2,000	1.51515%	
1812	\$2,000	1.51515%	
1813	\$2,000	1.51515%	
2211	\$2,000	1.51515%	
2212	\$2,000	1.51515%	
2213	\$2,000	1.51515%	
2411	\$2,000	1.51515%	
2412	\$2,000	1.51515%	
2413	\$2,000	1.51515%	
4411	\$2,000	1.51515%	
4412	\$2,000	1.51515%	
4413	\$2,000	1.51515%	
4414	\$2,000	1.51515%	
4415	\$2,000	1.51515%	
4416	\$2,000	1.51515%	
	\$132,000	99.99990%	

Buildings 19 through 23, 25 through 43, and 45 through and including 63, or any of them, may be submitted in any order as Phases XXII through LXIII of The Clearwater Bay Horizontal Property Regime. As each phase is added, the total Assigned Value of all phases submitted and constituting The Clearwater Bay Horizontal Property Regime at that time and the Percentage Interest of each Unit may be determined. In determining the Percentage Interest of each Unit, a formula is employed using the Assigned Value of each Unit set forth in this Exhibit "C", as amended for each phase added, as the numerator and the total Assigned Values of all Units (including the phase being submitted and all phases previously submitted to the Regime) as the denominator. The resulting fraction will then be expressed as a percentage rounded to the nearest .00001. The total Assigned Values assigned to each Building currently a part of the Regime and that may be constructed and submitted to the Regime as Phases XXII through LXIII, if constructed and submitted, will be in accordance with the following schedule.

Total Assigned Values in Building 44 Submitted Herewith	\$ 12,000
Total Assigned Values in Building 24 Previously Submitted	6,000
Total Assigned Values in Building 18 Previously Submitted	6,000

Total Assigned Values in Building 22 Previously Submitted	6,000
Total Assigned Values in Building 13 Previously Submitted	6,000
Total Assigned Values in Building 17 Previously Submitted	6,000
Total Assigned Values in Building 11 Previously Submitted	6,000
Total Assigned Values in Building 14 Previously Submitted	6,000
Total Assigned Values in Building 16 Previously Submitted	6,000
Total Assigned Values in Building 1 Previously Submitted	6,000
Total Assigned Values in Building 10 Previously Submitted	6,000
Total Assigned Values in Building 12 Previously Submitted	6,000
Total Assigned Values in Building 7 Previously Submitted	6,000
Total Assigned Values in Building 15 Previously Submitted	6,000
Total Assigned Values in Building 6 Previously Submitted	6,000
Total Assigned Values in Building 8 Previously Submitted	6,000
Total Assigned Values in Building 9 Previously Submitted	6,000
Total Assigned Values in Building 4 Previously Submitted	6,000
Total Assigned Values in Building 5 Previously Submitted	6,000
Total Assigned Values in Building 3 Previously Submitted	6,000
Total Assigned Values in Building 2 Previously Submitted	6,000
Total Assigned Values in Future Phases of Units)	<u>246,000</u>

Total Assigned Values of the Project, If All Phases Remaining Are Constructed and Submitted	<u>\$ 378,000</u>
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As an example, if the next Building that is added to the Regime is composed of 3 Units, added as Phase XXII, the total Assigned Values in Phases I – XXI (\$132,000) would be added to the additional Assigned Values in Phase XXII (\$6,000), so that, following submission the total Assigned Values in Phases I – XXII would be \$138,000.00. To determine the Percentage Interest of Unit 3211 if Phase XXII is added to Phases I – XXI and those phases constitute the entire Regime, the following formula would be used:

ASSIGNED VALUE	<u>\$ 2,000</u>	=	1.44928%
TOTAL ASSIGNED VALUES	\$138,000		