

PART III. Submission of Somerset to Additional Covenants, Conditions and Restrictions. Pursuant to Section 9.3 of the Master Declaration, Somerset is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the following additional covenants, conditions, restrictions and easements:

1. Centex Rights and Approvals. Rights and approvals granted or reserved to Centex hereunder or under any other document filed in support of the within matters shall terminate as to Centex the earlier of (A) December 31, 2015; or (B) three (3) months after the conveyance by Centex of ninety-five percent (95%) of the total number of lots or houses intended for development by Centex on all portions of Somerset, as set forth in a written declaration executed and filed in the ROD by Centex on or before December 31, 2015; or (C) three (3) months following the date Centex surrenders its rights and approvals by an express writing filed in the ROD. The period of time ending with termination of Centex's said rights as above provided is hereinafter referred to as the "Centex Control Period." After termination of the Centex Control Period, all of Centex's rights and approvals granted or reserved hereunder or under any other document filed in support of the within matters shall devolve to such property owners' association as Centex shall designate in a writing filed in the ROD not later than the expiration or six (6) months following termination of the Centex Control Period, or in the absence of any such writing and filing, to the Barefoot Resort Residential Owners Association, Inc. (hereinafter, the "Master Association").

2. Somerset Owners' Covenants and Use Restrictions.

2.1 Architectural and Landscaping Approvals. In order to preserve the natural setting and beauty of Somerset, to establish and preserve a harmonious and aesthetically pleasing design for Somerset, and to protect and promote the value of the Somerset 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 Somerset, and no landscaping, grading, excavation, or tilling of any nature whatsoever will be implemented and installed within Somerset, except in accordance with such guidelines and approval of the ARC.

(a) Architectural Approval; Centex's Concurrent Jurisdiction. All such plans and improvements as shall require the approval of the ARC, as well as such approvals of the ARC as shall be provided herein, shall first be approved by Centex; and no construction or land disturbance shall be undertaken without such approval by Centex, even if such activity has been approved by the ARC.

2.2 Building Restrictions. Except as may be otherwise set forth in this Somerset Supplemental Declaration, on the plat of Somerset, 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 Somerset and other properties subject to this Somerset Supplemental Declaration:

(a) Number of Buildings on Lots, No structure will be constructed on a Somerset 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.

2.3 Trees. No Owner, other than Centex, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four and one-half (4½') feet 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.

2.4 Alteration of Setback Lines in the Best Interest of Somerset. Where because of size, natural terrain, or any other-reason in the opinion of Centex, it should be in the best interest of Somerset that the setback lines of any lot remaining unsold by Centex, as any such setback is not otherwise in conflict with any setback established under the Master Declaration or pursuant to governmental authority with jurisdiction, should be altered or changed, then Centex, its successor or assign, and no other, will have the right to change said setback lines to meet such conditions. Centex will specifically have the right to transfer and assign this right of approval to the ARC. Alteration of setback lines of lots adjoining any golf course land shall, in addition, require the approval of the owner of the golf course land, its successors or assigns.

2.5 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, except as may be on a temporary basis, with the express written consent of Centex, and in accordance with reasonable rules and regulations promulgated therefor. 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 Somerset; and nothing herein shall be construed to

prevent Centex or its permittees from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales in Somerset. 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 from time to time by Centex. All leases or rental agreements will be required to be for a duration of 6 months or more and will be in writing, and upon request, the Owner will provide Centex with copies of such lease or rental agreement. Any dwelling will in all respects be subject to the terms and conditions of this Somerset Supplemental Declaration and the rules and regulations adopted hereunder.

(a) Time Sharing and Vacation Multiple Ownership Plans. No part of Somerset, 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., or 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 Somerset 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 Somerset property as accommodations for time share sale prospects of any Person, without the prior written consent of Centex, which it may grant or deny in whole, or may grant to some and deny to others, in its sole discretion.

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

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

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

2.9 Firearms and Fireworks. No firearms or fireworks of any variety shall be discharged upon the lots, in any dwelling or upon any common area. The term "firearms" shall include, without limitation, guns, "B-B" guns and pellet guns.

2.10 Water Wells and Septic Tanks. No private water wells or septic tanks may be drilled, installed or maintained on any of Somerset. Shallow wells may be authorized by Centex, 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 Centex-approved architectural

design of a structure. Under no circumstances shall solar panels be installed that will be visible from any street in Somerset.

2.11 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 Somerset, without the express written permission of Centex 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 Centex and may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section shall not apply to Centex or to any person having the prior written approval of Centex. 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 therefor by the ARC and, if required, approved by governmental authority with jurisdiction thereof.

2.12 Pets. No animals of any kind shall be kept by any occupant upon any portion of Somerset, 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.

2.13 Lakes. No lake area shown on any map of Somerset or any adjoining land shall be used for swimming, boating or diving, nor shall the use of any personal flotation devices, jet skis or other such items be permitted on any lake. Fishing by Owners may be permitted subject to rules and regulations therefor. No piers, docks or barriers shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof, except those that may be constructed by Centex. No lot Owner may use or permit to be used any water from any lakes or other bodies of water for irrigation of such Owner's lot. Neither Declarant, Centex, the Master Association nor any golf course land owner shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within or contiguous to Somerset. Nothing shall be done which disturbs or potentially disturbs wetlands within Somerset or any golf course land in any manner unless approved by the proper regulatory authority. No dredging or filling shall be undertaken on any property adjacent to any water body or wetland.

2.14 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 Centex 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.

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

2.16 Nuisances. No rubbish or debris of any kind will be dumped, placed, or permitted to accumulate upon any portion of Somerset, nor will any nuisance or odors be permitted to exist or operate upon or arise from Somerset, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of Somerset. Noxious or offensive activities will not be carried on in any part of Somerset, 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 Somerset or which could result in a cancellation of any insurance for any portion of Somerset, 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 Somerset, except as may be permitted pursuant to terms, conditions, rules and regulations adopted therefor. Any Owner or occupant who dumps or places any trash or debris upon any portion of Somerset 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 therefor 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.

2.17 Motor Vehicles, Trailers, Boats, Etc. Each Owner will provide for parking of automobiles off the streets and roads within Somerset. There will be no outside storage or parking upon any portion of Somerset 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 Somerset if it is determined such prohibition or restriction will be in the best interests of Somerset. 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 Somerset will repair or restore any vehicle of any kind upon or within a property subject to this Somerset 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.

2.18 Mining and Drilling. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of Somerset, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or materials of any kind be produced or extracted from the premises.

2.19 Garbage Disposal. Each Jot, Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by Centex, or a roll-out garbage rack of the type approved by Centex, 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 Somerset shall be permitted (except licensed contractors may burn construction debris only during the period of construction of improvements on any lot); provided, however, Centex shall be permitted to modify the requirements of this Section where necessary to comply with orders of governmental bodies.

2.20 Owner's Landscape Maintenance Between Lot Line and Adjacent Paving. Each Owner will be responsible for maintaining on a regular basis the landscaping, if any, and ground cover along the right-of-way roadside or sidewalk, as applicable, bordering the Owner's lot, whether or not such area is a part of the Owner's lot. Each Owner will perform such maintenance within the unpaved area of right-of-way immediately adjacent to a lot's lot line, and will be of such quality of maintenance as is required to maintain a development consistency in appearance and cleanliness. An Owner's responsibility under this Section 2.20 to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his lot or whether or not the Owner permanently resides outside of Somerset.

2.21 Owner's Landscape Maintenance Between Lot Line and Adjacent Lake or Pond. Each Owner will be responsible for maintaining on a regular basis the landscaping, if any, and ground cover along the edge of any lake or pond (above the waterline, from time to time existing) bordering the Owner's lot, whether or not such area is a part of the Owner's lot. Each Owner will perform such maintenance with such quality of maintenance as is required to maintain a development consistency in appearance and cleanliness. An Owner's responsibility under this Section to provide regular maintenance will be fulfilled regardless of whether or not an Owner permanently resides in Somerset. Notwithstanding the foregoing, each Owner hereby acknowledges that the within area is further burdened by the rights and easements of the Master Association and the owner of any golf course land under Section 7.2(d) of the Master Covenants if any such pond is located within an overlay district as part of a master drainage plan.

2.22 Somerset. Sales and Construction Activities of Centex. Notwithstanding any provisions or restrictions contained in this Somerset Supplemental, Declaration to the contrary, Centex and its agents, employees, successors, and assigns will be permitted to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the development, completion, improvement, and sale of the whole or any portion of Somerset, including, without limitation, the installation and operation of development, sales and construction trailers and offices, signs and models, provided that the location of any such trailers of any assignees of Centex's rights under this Section are subject to Centex's prior written approval. The right of Centex to

maintain and carry on such facilities and activities will include specifically the right of Centex to use dwellings as models and as offices for the sale or lease of lots and dwellings and for related activities.

2.23 Owner Recording Additional Restrictions on Somerset Property. No Owner may impose additional restrictive covenants on any lands within Somerset without consent of Centex. Centex may impose additional restrictive covenants on property then owned by Centex without the consent of any other Owner.

2.24 Repurchase Option. So long as Centex has the rights and approvals granted or reserved to it hereunder, Centex will have the right and option to purchase any lot, or dwelling within Somerset which is offered for sale by the Owner thereof, such option to be at the price and on the terms and conditions of any bona fide offer therefor which is acceptable to such Owner and which is made in writing to such Owner. The Owner will promptly submit a copy of the same to Centex, and Centex will have a period of ten (10) business days (exclusive of Saturday, Sunday and Federal holidays) from and after the presentation of such offer to Centex in which to exercise its purchase option by giving such Owner written notice of such exercise. If Centex fails to respond or to exercise such purchase option within said ten (10) -day period, Centex will be deemed to have waived such purchase option. If Centex responds by declining to exercise such option, Centex will execute an instrument evidencing its waiver of its repurchase option, which instrument will be in recordable form. In the event that Centex does not exercise its purchase option and such sale to a third party is not consummated on such terms and conditions set forth in the bona fide offer within six (6) months of the date in which the offer is transmitted to Centex, or within the period of time set forth in such bona fide offer, whichever is later, the terms and limitations of this Section will again be imposed upon any sale by such Owner. If Centex elects to purchase, the transaction will be consummated within the period of time set for closing in said bona fide offer, or within thirty (30) days following delivery of written notice by Centex to such Owner of Centex's decision to so purchase such lot or dwelling, whichever is later.

2.25 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 Centex. However, Centex will have the right to so subdivide, and to take such other steps as are reasonably necessary to make the re-platted property suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, and common areas.

(a) Consolidation of Lots. The provisions of this Section 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 Somerset 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.

2.26 Assignment of Centex's Rights to the Master Association. Centex shall have the right to assign to the Master Association, at its sole discretion, its rights under this Somerset Supplemental Declaration, including all rights set forth in this Section 2.

2.27 Other Rights and Reservations. THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS PART II OF THE COQUINA POINT SUPPLEMENTAL DECLARATION WILL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY CENTEX WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THIS SOMERSET SUPPLEMENTAL DECLARATION.

3. PROPERTY RIGHTS

3.1 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 Somerset Supplemental Declaration, may be 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 Somerset Supplemental Declaration, including without limitation, the provisions of this Section. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services or for the provision of 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.

3.2 Common Area Easements for Centex. During the period that Centex owns any of Somerset 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 Somerset contemplated by this Somerset Supplemental Declaration or as Centex desires, in its sole discretion.

3.3 Easements for Utilities. Centex, its successors and assigns, 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 Somerset 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 Somerset; 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 Centex. To the extent practical, in Centex's sole discretion, all utility lines and facilities serving Somerset 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 Somerset 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.

3.4 General Maintenance Easement. Centex will have an alienable, transferable, and perpetual right and easement to enter upon any Somerset property subject to this Somerset 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 Somerset, 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, Centex 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 Somerset 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 therefor by Owners under Section 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.

3.5 Environmental Easement. Centex will have an alienable, transferable, and perpetual right and easement on, over, and across all unimproved portions of properties subject to this Somerset 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 therefor, 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.

3.6 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 Somerset Supplemental Declaration, including, but not limited to, those set forth in this Section.

3.7 No Partition. There will be no judicial partition of Somerset or any part thereof, nor will any person acquiring any interest in Somerset or any part thereof seek any such judicial partition unless Somerset has been removed from the provisions of this Somerset Supplemental Declaration.

4. Maintenance

4.1 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 Somerset, reduce the value thereof, or impair any easement or hereditament thereto.

5. Owner's Acknowledgment of Carolina Bays Parkway Noises and Nuisances. Each Owner, by acceptance of a deed to a Somerset lot, is deemed to acknowledge that the Carolina Bays Parkway bisects the Barefoot Resort, of which Somerset is a part, and the Owner may experience headlights and noise emanating from the vehicle traffic thereon, as well as flashing lights and sirens of emergency vehicles using said roadway, and the same may be a nuisance to the Owner. Neither Declarant, Centex nor the Master Association, nor any of their respective directors, officers, employees, contractors, consultants, shareholders, affiliates, assignees, successors, nominees or agents, will be liable to any Owner for any inconvenience or damage sustained by such Owner as a result of any such lights and noise emanating from or in proximity to such parkway.

6. General Provisions

6.1 Amendments by Centex. Centex may amend such document incorporating the terms and condition of this Somerset Supplemental Declaration by an instrument in writing filed in the ROD without the approval of any Owner or mortgagee. Provided, however, that, (i) in the event that such amendment has a material adverse effect upon any Owner's rights or adversely affects the title to any lot or dwelling, such amendment will be valid only upon the written consent thereto by a majority in number of then existing Owners affected thereby; and (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment will be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made by Centex pursuant to this Section 6.1 will be certified by Centex as having been duly approved by the Owners and mortgagees if so required, and will be effective only upon it being filed in the ROD or at such later date as will be specified in the amendment itself. Furthermore, following the time when Centex's rights and approvals hereunder would expire and devolve to the Master Association, this Somerset Supplemental Declaration may be amended solely by Centex filing same in the ROD if such amendment is necessary, in the reasonable determination of Centex, (A) to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which will be in conflict therewith, (B) to enable any reputable title insurance company to issue title insurance coverage with respect to any properties subject to this Somerset Supplemental Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Master Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any properties subject to this Somerset Supplemental Declaration, or (D) to enable any governmental agency or reputable private insurance company to insure Mortgages on the properties or other improvements subject to this Somerset Supplemental Declaration. Each Owner by acceptance of a deed agrees to be bound by amendments permitted by this Section, and further agrees, if requested by Centex, to consent to such amendment.

6.2 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Somerset 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.

6.3 Interpretation. In all cases, the provisions set forth or provided for in this Somerset Supplemental Declaration will be construed together and given that interpretation or construction which, in the opinion of Centex will best effect the intent of the general plan for Somerset. 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 Somerset Supplemental Declaration will be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The effective date of this Somerset 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 Somerset Supplemental Declaration will be construed under and in accordance with the laws of the State of South Carolina.

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

6.5 Severability. Whenever possible, each provision of this Somerset Supplemental Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Somerset 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 Somerset Supplemental Declaration are declared to be severable.

6.6 Rights of Third Parties. This Somerset Supplemental Declaration will be filed in the ROD for the benefit of Centex, 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 Somerset, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof.

6.7 Conflicts. In the case of any conflict between the Master Declaration and this Somerset Supplemental Declaration, the applicable provision of the Master Declaration shall control, unless the effect thereof would be to make the applicable provision of this Somerset Supplemental Declaration less restrictive, in which later case the applicable provision of this Somerset Supplemental Declaration shall control.

PART IV

Completeness. Except as herein provided, the Master Declaration, as previously amended, shall remain in full force and effect, without modification, the said Master Declaration, as previously amended and as amended hereby, being the complete text of said instrument as of the date hereof.

IN WITNESS WHEREOF, the Declarant and Centex have caused this instrument to be executed the day and year first above written.

WITNESSES:

Centex Homes,
a Nevada general partnership

Bruce F. Knight
Jana Coody

By: Mike Wyatt
Its: DIVISION PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me the undersigned witness who made oath that (s)he saw the within Centex Homes, a Nevada general partnership, by Mike Wyatt, its Division President, sign, seal and as its act and deed, deliver the within written instrument and that (s)he with the other witness witnessed the execution thereof.

SWORN TO before me
this 12th day of December, 2002.

Laura Blair
Notary Public for the State of South Carolina

My commission expires: 01-07-09

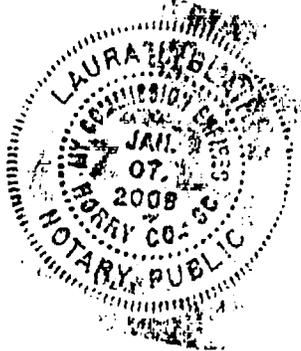


EXHIBIT "A"

ALL those certain pieces, parcels and lots of land, situate, lying and being in Horry County, South Carolina, shown and designated on a plat prepared by DOC Engineers, Inc. dated October 24, 2002, entitled, "MAP OF SOMERSET SUBDIVISION, NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA, FINAL BONDED PLAT," recorded November 14, 2002 in Book 186, Page 154.

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

HORRY COUNTY ASSESSOR
142-21-01-001 Trk 4 0.42
MCD BIK Parcel 12/17/02