

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

FILED
HORRY COUNTY, S.C.
2004 JUL 30 PM 2:05
BALLEW, J. S. JEFFER
REGISTRAR OF DEEDS

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
THE FARM AT CAROLINA FOREST**

WHEREAS, D.R. Horton, Inc. (the "Declarant"), recorded that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest on February 13, 2004 in Deed Book 2697 at Page 0128 Horry County records (the "Declaration"); and,

WHEREAS, pursuant to Section 16.4 of the Declaration, the Declarant may amend the Declaration without the approval of any Owner or Mortgagee; and,

WHEREAS, the Declarant desires to amend the Declaration in certain particulars set forth herein;

NOW THEREFORE, the Declarant declares that the real property described in the attached Exhibit "A", made a part and parcel of this First Amendment, is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and as already set forth in the Declaration, and that said Declaration shall be amended as follows:

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and shall be, and hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the First Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This First Amendment to the 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, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

AMENDMENTS

1. The following shall be added to Article XVI:
16.6 Annexation. The Declarant for itself and for all present and future owners, their mortgagees and lien holders, does hereby appoint Joe C. Garrell as their attorney in fact solely for the purpose of executing a Petition for Annexation of

the subject property as described in the attached Exhibit "A" in to the City of Myrtle Beach, South Carolina.

IN WITNESS WHEREOF, D.R. Horton, Inc. by its duly authorized officer, has executed this First Amendment to the Declaration of Covenants and Restrictions for The Farm at Carolina Forest, this 30 day of July, 2004.

Carol Beckham
Isaac D. Hs

D.R. HORTON, INC.

By: [Signature]

R. Doug Brown
Asst. Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that R. Doug Brown as Asst. Vice President of D. R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said Corporation.

Witness my hand and official seal this 30 day of July, 2004.

[Signature]
Notary Public for South Carolina

My Commission Expires: 9-16-13

EXHIBIT "A"

Land Initially Submitted

ALL AND SINGULAR, all that certain piece, parcel or tract of land situate lying and being in the County of Horry, State of South Carolina in Conway Township containing **113.710 ± acres** and being more fully shown on a plat entitled **"Boundary Survey of Phase I The Farm at Carolina Forest for D.R. Horton"**, prepared by Survey Technology, Inc. dated December 6, 2002 revised January 14, 2003 and recorded March 14, 2003 in the Office of the ROD for Horry County in Plat Book 188 at Page 201. Said tract of land having such courses, distances, shapes, metes and bounds as will more fully appear by reference to the aforesaid map which is incorporated herein and made a part hereof.

This being the identical property conveyed to D.R. Horton, Inc. by deed of LandBank Fund VII LLC dated March 13, 2003 and recorded March 14, 2003 in Deed Book 2574 at Page 150 in the Office of the ROD for Horry County.

HORRY COUNTY ASSESSOR
TMS #164-00-01-059
Map Blk Parcel 2-17-04 pg

AND

ALL AND SINGULAR, all those certain pieces, parcels or tracts of land situate lying and being in the County of Horry, State of South Carolina in Conway Township being more fully described as follows: **Parcel A** containing 3.222 acres, more or less, and **Parcel B** containing 21.524 acres, more or less and **Parcel C** containing 19.0 acres, more or less; and **Parcel D** containing 2.298 acres, more or less and **Parcel E** containing 21.026 acres, more or less and **Parcel G** containing 5.590 acres, more or less said **parcels totaling 72.66 acres, more or less**, all a more particularly shown on that certain plat entitled **"Boundary Survey of a Portion of Tract 22A"**, prepared by Survey Technology, Inc. dated January 9, 2004 and recorded January 16, 2004 in the Office of the ROD for Horry County in Plat Book 195 at Page 39. Said tracts of land having such courses, distances, shapes, metes and bounds as will more fully appear by reference to the aforesaid map which is incorporated herein and made a part hereof.

This being the identical property conveyed to D.R. Horton, Inc. by deed of LandBank Fund VII LLC dated January 22, 2004 and recorded January 23, 2004 in Deed Book 2688 at Page 1434 in the Office of the ROD for Horry County.

TMS #164-00-01-034

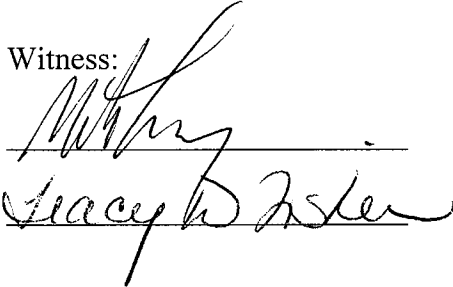
HORRY COUNTY ASSESSOR
164-00-01-081, 079, 082, 078, 077
Map Blk Parcel

pbb

3. This Second Amendment to the 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, successors-in-title, and assigns and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant, **D.R. Horton, Inc.** by its duly authorized officer has executed this Second Amendment to the Declaration of Covenants and Restrictions for The Farm at Carolina Forest.

Witness:



D.R. HORTON, INC

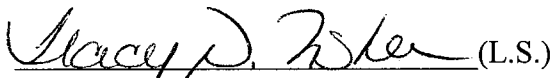
By:


R. Douglas Brown
It's Division President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) **ACKNOWLEDGMENT**
) **(S.C. CODE ANN. §30-5-30(B)(C))**

I, the undersigned, a Notary Public for South Carolina, do hereby certify that R. Douglas Brown, as Division President of D.R. Horton, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said corporation.

Witness my hand and official seal this 16 day of July, 2007.

 (L.S.)
Notary Public in and for S.C.

My Commission Expires: 9-16-13

Exhibit "A"

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in Horry County, State of South Carolina and being more fully described as 83.714 acres, more or less, being a portion of Tract 22A Carolina Forest, all as more particularly shown on that certain plat entitled, "83.714 AC. +/-, Being A Portion of Tract 22A Carolina Forest" prepared for D.R. Horton, Inc. dated November 3, 2004 and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 202 at Page 20.

This being the identical property conveyed to D.R. Horton, Inc. by deed from Landbank Fund VII, LLC dated December 16, 2004 and recorded December 16, 2004 in Deed Book 2836 at Page 542, records of Horry County, South Carolina.

ALSO:

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in Horry County, State of South Carolina and being more fully described as 48.156 acres, more or less, being a portion of Tract 22A Carolina Forest, all as more particularly shown on that certain plat entitled "48.156 AC. +/- Being A Portion of Tract 22A Carolina Forest" prepared for D.R. Horton, Inc. dated April 20, 2005 and recorded in the Office of the Register of Deeds for Horry County, South Carolina on May 16, 2005 in Plat Book 205 at Page 70.

This being the identical property conveyed to D.R. Horton, Inc. by deed from Landbank Fund VII, LLC dated June 9, 2005 and recorded June 10, 2005 in Deed Book 2924 at Page 435, records of Horry County, South Carolina.

ALSO:

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in Horry County, State of South Carolina and being more fully described as Parcel F containing 15.740 acres, more or less, being a portion of Tract 22A Carolina Forest, all as more particularly shown on that certain plat entitled, "A Portion of Tract 22A, Carolina Forest for LandBank Fund VII, LLC" dated January 9, 2004 and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 195 at Page 39.

This being the identical property conveyed to D.R. Horton, Inc. by deed from Landbank Fund VII, LLC dated November 21, 2005 and recorded November 23, 2005 in Deed Book 3014 at Page 030, records of Horry County, South Carolina.

ALSO:

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in Horry County, State of South Carolina and being more fully described as parcel containing 27.656 acres, more or less, being a portion of Tract 22A Carolina Forest, all as more particularly shown on that certain plat prepared by Thomas & Hutton Engineering Co. Entitled, "A Portion of Tract 22A Carolina Forest" dated October 4, 2005 and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 208 at Page 99.

This being the identical property conveyed to D.R. Horton, Inc. by deed from Landbank Fund VII, LLC dated December 15, 2005 and recorded December 15, 2005 in Deed Book 3023 at Page 055, records of Horry County, South Carolina.

ALSO:

ALL THAT CERTAIN pieces, parcels or tracts of land situate, lying and being in Horry County, State of South Carolina and being more fully described as follows: PARCEL A, containing 17.342 acres, located WITHIN THE SAFETY ZONE, as identified by the U.S. Army Corps of Engineers as Range III of the Former Conway Bombing and Gunnery Range, and PARCEL B, containing 44.850 acres located OUTSIDE OF THE SAFETY ZONE. Both parcels having a total area of 62.192 acres, as shown on that certain plat prepared by Thomas & Hutton Engineering Co., entitled "Subdivision Plat of 62.192 acres, more or less, A Portion of Tract 22B; Carolina Forest" dated February 2, 2006, and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat 214 at Page 141.

This being the identical property conveyed to D.R. Horton, Inc. by deed from Landbank Fund VIII, LLC dated June 8, 2006 and recorded June 9, 2006 in Deed Book 3110 at Page 950, records of Horry County, South Carolina.

ALSO:

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in Horry County, State of South Carolina and being more fully described as parcel containing 12.273 acres, more or less, being a portion of Tract 22A Carolina Forest, all as more particularly shown on that certain plat prepared by Thomas & Hutton Engineering Co. Entitled, "A Portion of Tract 22A Carolina Forest" dated October 10, 2006 and recorded in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 218 at Page 184.

This being the identical property conveyed to D.R. Horton, Inc. by deed from Landbank Fund VII, LLC dated November 8, 2006 and recorded November 13, 2006 in Deed Book 3187 at Page 826, records of Horry County, South Carolina.

ALSO:

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in Horry County, State of South Carolina and being more fully described as parcel containing 26.640 acres, more or less, being a portion of Tract 22A Carolina Forest, all as more particularly shown on that certain plat prepared by Thomas & Hutton Engineering Co. Entitled, "26.640 AC +/- Being a Porrtion of Tract 22A, Carolina Forest" dated December 18, 2006 and recorded in the Office of the Register of Deeds for Horry County, South Carolina on January 31, 2007 in Plat Book 221 at Page 088.

This being the identical property conveyed to D.R. Horton, Inc. By deed from Landbank Fund VII, LLC dated February 1, 2007 and recorded February 2, 2007 in Deed Book 3219 at Page 366, records of Horry County, South Carolina.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
) **THIRD AMENDMENT TO**
) **DECLARATION OF**
) **COVENANTS, CONDITIONS AND**
) **RESTRICTIONS FOR**
) **THE FARM AT CAROLINA FOREST**

Instrument#: 2008000076620, DEED BK:
3342 PG: 525 DOCTYPE: 069 06/11/2008 at
02:07:49 PM, 1 OF 3 BALLERY V.
SKIPPER, HORRY COUNTY, SC
REGISTRAR OF DEEDS

WHEREAS, D.R. Horton, Inc. (The "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records (the "Declaration"); and,

WHEREAS, the Declaration has heretofore been amended by that certain First Amendment to the Declaration recorded on July 30, 2004 in Deed Book 2769 at Page 1368, Horry County records; and,

WHEREAS, the Declaration has heretofore been amended by that certain Second Amendment to the Declaration recorded on July 18, 2007 in Deed Book 3261 at Page 2194 , Horry County records: and,

WHEREAS, pursuant to Article XVI Section 16.4 of the Declaration, the Declarant shall have the unilateral right to amend the Declaration for any purpose as determined by Declarant; and,

WHEREAS, D.R. Horton, Inc. desires to amend the Declaration, as specifically described below;

NOW THEREFORE, for and in consideration of the premises herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares and agrees that said Declaration shall be amended as follows:

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration, shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except as to those provision expressly amended as set forth herein and shall be and hereby is, binding upon all present and future Owners, their mortgagees and lien holders. It is further agreed that this document shall and does hereby constitute the Third Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. The real property described in Exhibit "A" attached hereto, pursuant to Article X, of the Declaration is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to said Declaration, as amended by this Second 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.

3. This Third Amendment to the 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, successors-in-title, and assigns and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant, **D.R. Horton, Inc.** by its duly authorized officer has executed this Third Amendment to the Declaration of Covenants and Restrictions for The Farm at Carolina Forest.

Witness:

D.R. HORTON, INC.

Maisha Masum
Christine Bykowski

By: Scott M. Floyd
Scott M. Floyd
City Manager

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON) **(S.C. CODE ANN. §30-5-30(B)(C))**

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Scott M. Floyd as City Manager of D. R. Horton, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said corporation.

Witness my hand and official seal this 10 day of June, 2008.

Christine Bykowski (L.S.)
Notary Public in and for S.C.

My Commission Expires: 3/1/2010

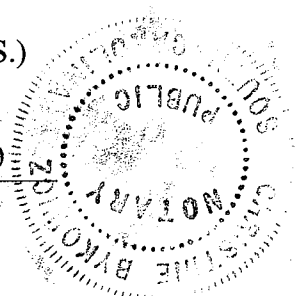


EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being Horry County, State of South Carolina and being more full described as a parcel containing 11.829 acres, more or less, being a portion of Tract 22A Carolina Forest, all as more particularly shown on that certain plat prepared by Thomas & Hutton Engineering Co., entitled "Boundary Survey of Phase 26 The Farm at Carolina Forest" dated June 13, 2007 and recorded in the Office of Register of Deeds for Horry County, South Carolina on December 18, 2007 in Plat Book 233 at Page 161.

This being a portion of the same property conveyed to Landbank Fund VII, LLC by deed of International Paper Realty Corporation dated December 4, 2002, and recorded December 6, 2002, in Deed Book 2544, page 1318 in the Records of the Horry County, South Carolina.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)
)
)
)

FOURTH AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
THE FARM AT CAROLINA FOREST

WHEREAS, D.R. Horton, Inc. (The "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records (the "Declaration"); and,

WHEREAS, the Declaration has heretofore been amended by that certain First Amendment to the Declaration recorded on July 30, 2004 in Deed Book 2769 at Page 1368, Horry County records; and,

WHEREAS, the Declaration has heretofore been amended by that certain Second Amendment to the Declaration recorded on July 18, 2007 in Deed Book 3261 at Page 2194 , Horry County records; and,

WHEREAS, the Declaration has heretofore been amended by that certain Third Amendment to the Declaration recorded on June 11, 2008 in Deed Book 3342 at Page 525 , Horry County records; and,

WHEREAS, pursuant to Article XVI Section 16.4 of the Declaration, the Declarant shall have the unilateral right to amend the Declaration for any purpose so long as such amendment does not materially alter or change any Owner's right to the use and enjoyment of its Unit as determined by Declarant; and,

WHEREAS, the amendments below do not materially alter or change any Owner's right to the use and enjoyment of its Unit; and,

WHEREAS, pursuant to Article IX, Section 9.11 of the Declaration, the Association is obligated to collect from the purchaser upon acquisition of record title to a Unit by the first Owner thereof other than Declarant a capital contribution in the amount of Two Hundred Fifty and no/100 (\$250.00) Dollars; and,

WHEREAS, the Declarant now wishes to increase the capital contribution on initial sales to Five Hundred and no/100 (\$500.00) Dollars while the capital contribution on resales shall remain unchanged.

NOW THEREFORE, for and in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the Association hereby declare and agree that the real property previously submitted to the Declaration, is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and as already set forth in the

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Instrument#: 2009000010603, DEED BK:
3384 PG: 2204 DOCTYPE: 069 01/30/2009
at 01:03:45 PM, 1 OF 4 BALLERY V.
SKIPPER, HORRY COUNTY, SC
REGISTRAR OF DEEDS

Declaration, including all amendments thereto, and that said Declaration shall be amended as follows:

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration, including all previous amendments thereto, shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and shall be, and hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the Fourth Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This Fourth Amendment to the 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, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

AMENDMENTS

1. Article IX, Section 9.11 entitled "Capitalization of Association" shall be deleted in its entirety and in its place and stead shall be inserted the following:

9.11 Working Capital.

(a) Initial Sales.

Upon acquisition of record title to a Unit by the first Owner thereof, other than Declarant, a payment shall be made by or on behalf of the purchaser to the **working capital of the Association in an amount equal to Five Hundred and no/100 (\$500.00) Dollars per Unit**. This amount shall be in addition to, not in lieu of, the Base Assessment attributable to said Unit, and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow at closing and disbursed therefrom to the Association. The Association shall deposit this amount into the operating account of the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws, including but no limited to expenses incurred by Declarant in providing infrastructure or other Common Area to the Community. This amount may be increased or decreased in the sole and exclusive discretion of the Board; provided, however, that in no event shall this initial contribution equal more than the annual Base Assessment for the year in which the acquisition of title by the first Owner, other than Declarant, occurs.

(b) Transfer Fee on Resales.

Each time a Unit is sold, transferred or otherwise conveyed to a new Owner, the purchaser of the Unit shall pay to the Association at the time of settlement **a transfer fee in the amount of Two Hundred Fifty and no/100 (\$250.00) Dollars**. This amount shall be deposited into the purchase and sales escrow at closing and disbursed therefrom to the Association. The

Association shall deposit this amount into the operating account of the Association for any legitimate purposes as the Board of Directors may determine, but said amounts shall not be considered as advance payments of Base Assessments. This provision shall not apply to the following transfers: (I) involuntary conveyances; (ii) conveyances pursuant to testacy or as a part of the Owner's estate planning; or (iii) conveyances between family members when no consideration is paid.

IN WITNESS WHEREOF, D.R. Horton, Inc. by its duly authorized officer, has executed this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest this 23rd day of January, 2009.

Sara Disk

D. R. HORTON, INC.

By: R. Doug Brown

R. Doug Brown
Division Vice President

Marie L. Barnett

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

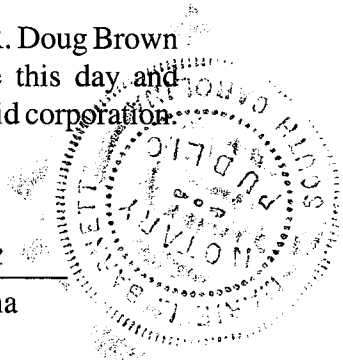
ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that R. Doug Brown as Division Vice President of D.R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official seal this 23rd day of January, 2009.

Marie L. Barnett
Notary Public of South Carolina

My Commission Expires: 9/30/15



By executing below, The Farm at Carolina Forest Home Owners Association, Inc. does hereby acknowledge its obligation to collect assessments as provided herein and acknowledge this the Fourth Amendment to the Declaration.

Kim Waters

THE FARM AT CAROLINA FOREST
HOME OWNERS ASSOCIATION, INC.

By: Mitchell M. Flannery
Mitchell M. Flannery
President

Marie L. Barnett

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

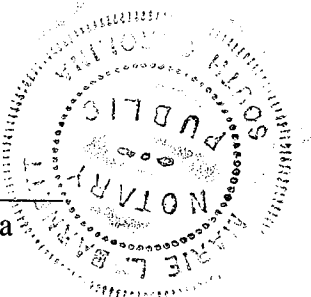
ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Mitchell M. Flannery as President of The Farm at Carolina Forest Home Owners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official seal this 23rd day of January, 2009

Marie L. Barnett
Notary Public of South Carolina

My Commission Expires: 9/30/15



STATE OF SOUTH CAROLINA)	FIFTH AMENDMENT TO
)	DECLARATION OF
COUNTY OF HORRY)	COVENANTS, CONDITIONS AND
)	RESTRICTIONS FOR
)	THE FARM AT CAROLINA FOREST

WHEREAS, D.R. Horton, Inc. (The "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest on February 13, 2004 in Deed Book 2697 at Page 0128, Horry County records (the "Declaration"); and,

WHEREAS, the Declaration has heretofore been amended by that certain First Amendment to the Declaration recorded on July 30, 2004 in Deed Book 2769 at Page 1368, Horry County records; and,

WHEREAS, the Declaration has heretofore been amended by that certain Second Amendment to the Declaration recorded on July 18, 2007 in Deed Book 3261 at Page 2194 , Horry County records: and,

WHEREAS, the Declaration has heretofore been amended by that certain Third Amendment to the Declaration recorded on June 11, 2008 in Deed Book 3342 at Page 525 , Horry County records; and,

WHEREAS, the Declaration has heretofore been amended by that certain Fourth Amendment to the Declaration recorded on January 30, 2009 in Deed Book 3384 at Page 2204, Horry County records; and,

WHEREAS, pursuant to Article IV of the Declaration, during the Declarant Control Period, the Declarant shall have the unilateral right to repeal, modify or expand the Initial Rules as set forth in Exhibit "C" to the Declaration so long as such amendment does not affect the substantive rights of any Owners, nor adversely affect title to a Unit; and,

WHEREAS, pursuant to Article VI, Section 6.6(a), during the Declarant Control Period, Declarant has the unilateral right to amend the By-Laws of the Association which are attached to the Declaration as Exhibit "D"; and

WHEREAS, as of the date of this Fifth Amendment, the Declarant has not turned over the control to the Association to the homeowners, and the amendments below do not affect the substantive rights of any Owners, nor adversely affect title to a Unit; and,

WHEREAS, the Declarant now wishes to replace the Exhibit "C to the Declaration with the attached Exhibit "C" and amend the By-Laws as stated herein.

NOW THEREFORE, for and in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the

Association hereby declare and agree that the real property previously submitted to the Declaration, is and shall be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and as already set forth in the Declaration, including all amendments thereto, and that said Declaration shall be amended as follows:

PROVISIONS IN THE DECLARATION

1. It is hereby agreed that the aforesaid Declaration, including all previous amendments thereto, shall be and the same is hereby ratified, confirmed and adopted in all respects and all particulars as to each and every provision thereof except as to those provisions expressly amended as set forth herein and shall be, and hereby are, binding upon all present and future Owners their mortgagees and lien holders. It is further agreed that this document shall, and does hereby constitute the Fifth Amendment to the aforesaid Declaration with regard to the matters and things set forth herein.

2. This Fifth Amendment to the 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, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

AMENDMENTS

1. The attached EXHIBIT "C," Initial Rules and Regulations, hereby replaces EXHIBIT "C," Initial Rules and Regulations of the Declaration in its entirety, for the express purpose of eradicating same, thereby causing the Declaration EXHIBIT "C" to be null and void and the attached EXHIBIT "C" to be substituted in its place and stead.

2. Section 3.1 of Article III of the By-Laws for the Farm at Carolina Forest attached to the Declaration as EXHIBIT D shall be deleted in its entirety and the following shall be substituted in its place and stead:

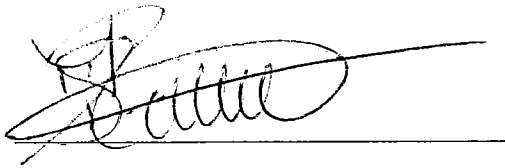
3.1 Governing Body; Composition

A Board of Directors, each of whom shall have one equal vote, shall govern the Association's affairs. Except with respect to directors Declarant appoints during the Declarant Control Period, the directors shall be members of the Association; however, not more than one Owner representing the same Unit may serve on the Board at the same time. In the case of a Member which is not an individual, any officer, director, partner, member or manager of a limited company or trust officer of such Member shall be eligible to serve as a director unless a written notice to the Association signed by such Member specifies otherwise; however, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by Declarant.

3. Section 3.3 of Article III of the By-Laws for the Farm at Carolina Forest attached to the Declaration as EXHIBIT D shall be amended to add the following:

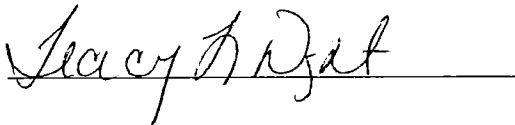
The Declarant shall appoint five (5) homeowners to the Board of Directors prior to turning over the Community to the HOA, two (2) homeowners that will serve for a two-year term and three (3) homeowners that will serve for a one-year term.

IN WITNESS WHEREOF, D.R. Horton, Inc. by its duly authorized officer, has executed this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Farm at Carolina Forest this 3rd day of November, 2011.



D. R. HORTON, INC.

By: Bradford C. Brundage
Bradford C. Brundage
Assistant Vice President



STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Bradford C. Brundage as Assistant Vice President of D.R. Horton, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

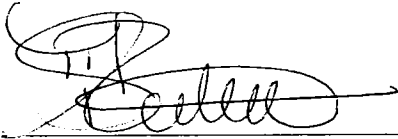
Witness my hand and official seal this 3rd day of November, 2011

Tracy L. Wright
Notary Public of South Carolina

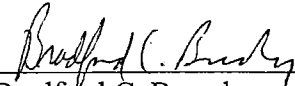
My Commission Expires: 9-16-13

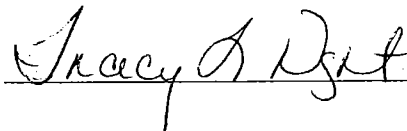
Tracy L. Wright
Notary Public of SC
Comm. Exp. 09/16/13

By executing below, The Farm at Carolina Forest Homeowners Association, Inc. does hereby acknowledge its obligation to enforce the rules and regulations as provided herein and acknowledge this the Fifth Amendment to the Declaration.



**THE FARM AT CAROLINA FOREST
HOMEOWNERS ASSOCIATION, INC.**

By: 
Bradford C. Brundage
President

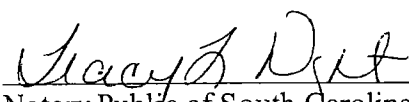


STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Bradford C. Brundage as President of The Farm at Carolina Forest Homeowners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of said corporation.

Witness my hand and official seal this 3rd day of November, 2011


Notary Public of South Carolina

Tracy L. Wright
Notary Public of SC
Comm. Exp. 09/16/13

EXHIBIT "C"

Initial Rules and Regulations

The following restrictions shall apply to all of the Farm at Carolina Forest until such time as they are amended, modified, repealed, or limited pursuant to Article IV of the Declaration:

1. General. The Farm at Carolina Forest shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for Declarant to assist in the sale of any property or portion thereof as described in Exhibit "A" or "B," offices for any property manager retained by the Association, and business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the Farm at Carolina Forest unless expressly authorized by, and then subject to such conditions as the Board may impose:

(a) Parking Regulations/ Prohibited Vehicles. There shall be no outside storage or parking upon any portion of the Properties of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal use pick-up trucks and sport utility vehicles), commercial vehicle, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized go-cart or other related forms of transportation devices or unless otherwise permitted in writing by the HOA or the Association. For purposes of this Declaration, "Commercial Vehicle" shall be deemed to include cars, pick-up trucks and vans in styles normally used for private purposes containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No oversized/commercial vehicles (a vehicle wider and/or longer than a standard parking space, 19 feet maximum, any vehicle that has more than two (2) axles, or those vehicles greater than 7,000 pounds) may park on the premises. Police cars or other cars which are owned by or contain the logo of a County emergency service provider shall not be considered a commercial vehicle under this definition. No owners or other occupants of any portion of the Properties shall repair or restore any vehicle of any kind upon or within a property subject to this Declaration except (i) within enclosed garages, or (ii) for emergency repairs and then only the extent necessary to enable the movement thereof to a proper repair facility. Violators of the prohibitions contained in the Section shall be subject to having their vehicles towed at the Owner's expense, by or at the direction of the Association. This provision shall not preclude commercial vehicles from being on the property temporarily (less than 24 hours) to provide services to the Association or a resident. Rules and regulations regarding use, repair, parking and storage of vehicles in the property may be modified from time to time by the Board.

(b) Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats (the combined number of dogs and cats not to exceed three), or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units, shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board.

whenever outside the dwelling. Owners shall clean up behind any Pet while walking such Pet on any Common Property. Pets shall be registered, licensed, and inoculated as required by law;

(c) Any activity that emits foul or obnoxious odors outside the Unit or creates noise or other conditions, which tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Any activity that violates local, state, or federal laws or regulations; provided, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities, which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

(f) Any noxious or offensive activity (including, without limitation, barking dogs) which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Unit;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Dumping grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Farm at Carolina Forest, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers. Such containers shall be either screened from view or kept inside, except as reasonably necessary for garbage pick ups;

(l) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;

(m) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and recorded, except that Declarant shall be permitted to subdivide or replat Units it owns;

(n) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within the Farm at Carolina Forest, except that fishing from the shore shall be permitted with appropriate licenses. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Farm at Carolina Forest;

(o) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program;

(p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(r) Any business, trade, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Farm at Carolina Forest; (iii) the business activity does not involve door-to-door solicitation of residents of the Farm at Carolina Forest; (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Farm at Carolina Forest which is noticeably greater than that which is typical of Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Farm at Carolina Forest, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a builder approved by Declarant with respect to its development and sale of the Farm at Carolina Forest or its use of any Units which it owns within the Farm at Carolina Forest;

(s) Capturing, trapping, or killing of wildlife within the Farm at Carolina Forest, except in circumstances posing an imminent threat to the safety of persons using the Farm at Carolina Forest;

(t) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Farm at Carolina Forest;

(u) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article V;

(v) Operation of motorized vehicles on pathways or trails maintained by the Association;

(w) Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, landscaped or grassed areas; signs; basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; woodpiles; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind. Under no circumstances shall the ARC approve the replacement of all or a majority of the grassed area of a Unit with mulch or stone; and

(x) Winter holiday lights may be erected the Saturday prior to Thanksgiving and must be completely removed by January 15. All other holiday displays are limited to 7 days prior to the holiday, through the weekend of the holiday. If a holiday light display creates significantly increased traffic flow with the Community, the Unit's owner or occupant responsible for such display shall remove it upon request of the Board. If the Owner or occupant does not remove such display within a reasonable time, the Board may remove the display. The Owner will be responsible for the cost of the removal.

3. Prohibited Conditions. The following shall be prohibited within the Farm at Carolina Forest:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Farm at Carolina Forest;

(b) Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated, or otherwise fallen into disrepair;

(c) Installation of any sprinkler or irrigation systems or wells of any type, other than those initially installed by Declarant or a Declarant approved builder, which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Farm at Carolina Forest, except that Declarant and the Association shall have the right to draw water from such sources;

(d) Antennas and similar devices for the transmission of television, radio, satellite or other signals of any kind, except that Declarant and the Association shall have the right without obligation to erect or install and maintain any such apparatus for the benefit of all or a portion the Farm; and (i) satellite dish designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming serviced via multi point distribution services which are one meter or less in diameter or diagonal measurement or (iii) antennas designed to receive television broadcast signals, (i), (ii) and (iii) collectively, "Permitted Devices" shall be permitted. ; and

(e) Installation of exterior decorative items, including but not limited to statuary, fountains or wishing balls, but not including flags which are displayed on a flagpole.

4. Leasing of Units. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term; however, in no case shall such term be shorter than six (6) months. A copy of the lease, name and telephone numbers of all tenants shall be given to the Board or management agent by the Unit Owner within ten (10) days of execution of the lease. The Owner shall make available to the lessee copies of the Governing Document. All lessees shall adhere to these rules and restrictions including those contained in the Declaration.