

WHEREAS, both Declarant and Eagle's Pointe Property Owners Association desire to memorialize said contributions by Eagle's Pointe Property Association to the front entrance road reserve;

WHEREAS, both Declarant and Eagle's Pointe Property Owners Association desire that Declarant amend the Declaration to reflect how said contribution will be credited to Eagle's Pointe Property Owners Association; how future contributions shall be held; and that prior to any improvements to the front entrance roadways, both parties must agree on the scope of work and cost of same;

NOW, THEREFORE, Brown Golf Management, LLC, as successor Declarant, amends the Original Master Declaration and Eagle's Pointe Property Owners Association acknowledges its concurrence in such amendment as follows:

FIRST

ADD the following new Sections 5.05, 5.06, and 5.07 to ARTICLE V of the Original Master Declaration:

5.05. Credit for Reserve Funds. The reserve fund monies (\$52,692.23) transferred to Brown Golf Management, LLC by Textron Corporation as part of the August, 1, 2013 sale of Eagle's Pointe Golf Course shall be held by Declarant. Said funds shall be credited to the Eagle's Pointe Property Owners Association when and if the front entrance road is deemed to require resurfacing. After receiving credit for the above mentioned amount, the balance of the expense for any improvements to the front entrance, Eagle's Pointe Drive, and/or the first section of Stratford Drive up to the bridge, shall be divided equally between Declarant and the Association.

5.06 Quarterly Fees. Henceforth, the quarterly fees paid to the Golf Course ownership (or Declarant) for the front entrance road reserve shall be held in the Eagle's Pointe Property Owners Association road reserve account which shall be maintained by the Association.

5.07 Prior Approval Required. Prior to expenditure of any reserve funds or performance of any work on the front entrance, Eagle's Pointe Drive, or the first section of Stratford Drive up to the bridge, all proposed changes or improvements to said areas must first be mutually agreed upon by Declarant and Eagle's Pointe Property Owners Association.

SECOND

Except as amended hereby, the Master Declaration of Covenants, Conditions and Restrictions for Eagle's Pointe Golf Course and Residential Community shall remain unmodified and in full force and effect.

JOINDER

The undersigned hereby executes this Master Declaration of Covenants, Conditions and Restrictions for Eagle's Pointe Golf Course and Residential Community to concur with and acknowledge Declarant's obligations and to witness its obligations under said Third Amendment.

WITNESSES:

EAGLE'S POINTE PROPERTY OWNERS ASSOCIATION

Margaret Pantano
Witness 1

By: Joseph Pantano
Name: Joseph Pantano
Its: President

Gaetano F. Margotta
Witness 2/Notary

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF BEAUFORT)

I, Gaetano F. Margotta, a Notary Public of the County and State aforesaid, do hereby certify that EAGLE'S POINTE PROPERTY OWNERS ASSOCIATION by Joseph Pantano, its President, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6TH day of January, 2014.

Gaetano F. Margotta
Notary Public for South Carolina
My Commission Expires:

Gaetano F. Margotta
Notary Public
State of South Carolina
My Commission Expires June 27th, 2016