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**AMENDMENT TO MASTER DEED FOR SWEETWATER AT INDIAN WELLS HORIZONTAL PROPERTY REGIME, SAID MASTER DEED BEING DATED AUGUST 30, 1994, AND RECORDED SEPTEMBER 8, 1994, IN DEED BOOK 1755 AT PAGE 413, RECORDS OF HORRY COUNTY, SOUTH CAROLINA**

WHEREAS, an Amendment to the aforesaid Master Deed has been duly proposed in accordance with the procedural and other requirements of Article XXIX of the aforesaid Master Deed; and

NOW THEREFORE, pursuant to the terms and conditions of the aforesaid Master Deed and related documents, the undersigned Sweetwater at Indian Wells Homeowner's Association, Inc. by and through the Meeting Minutes of the Sweetwater at Indian Wells Owners Association, Inc. of February 9, 2000, in which the Developer exercised his right to amend the master deed, does hereby amend the Master Deed for Sweetwater at Indian Wells Horizontal Property Regime dated August 30, 1994, and recorded September 8, 1994, in Deed Book 1755 at page 413 records of Horry County, South Carolina (Hereinafter the "Master Deed"); and

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REGISTRY  
HON. CLERK  
HARRY COUNTY  
S.C.

WHEREAS, Article XXI MAINTENANCE AND REPAIR BY OWNERS OF CONDOHOMES provides:

... The porch, deck or patio floor, the walls facing the porch, deck or patio, and any porch, deck or patio railings attached to his CONDOHOME, shall be maintained by the owner at his expense; provided however, said owner shall take no action which will alter the exterior appearance of the building.

WHEREAS, Article XXII. MAINTENANCE AND REPAIR OF COMMON ELEMENTS BY ASSOCIATION provides:

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS, including all perimeter doors, perimeter door hardware, perimeter door frames, window glass, screens (including screens within frames, exterior siding (including any siding within the boundaries which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the CONDOHOMES and said COMMON ELEMENTS, and should any incidental damage be caused to any CONDOHOME by virtue of any work which may be done or caused to be done by the ASSOCIATION in maintenance, repair, or replacement of any COMMON ELEMENTS, the ASSOCIATION shall, at its expense, repair such incidental damage.

WHEREAS, by Meeting Minutes of the Sweetwater at Indian Wells Owners Association, Inc. of February 9, 2000, in which the Developer exercised his right to amend the master deed pursuant to Article XXIX of the aforesaid Master Deed.

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NOW THEREFORE, pursuant to the terms and conditions of the aforesaid Master Deed and related documents, the undersigned Sweetwater at Indian Wells Homeowner's Association, Inc. by and through its President and Secretary, does memorialize the Amendment of the Developer documented in the Meeting minutes of February 9, 2000, and does hereby amend Article XXI and Article XXII of the Master Deed for Sweetwater at Indian Wells Horizontal Property Regime dated August 30, 1994, and recorded September 8, 1994, in Deed Book 1755 at page 413 records of Horry County, South Carolina as follows:

Article XXI MAINTENANCE AND REPAIR BY OWNERS OF CONDOHOMES provides:

. . . The porch, deck or patio floor, the walls facing the porch, deck or patio, and any porch, deck or patio railings attached to his CONDOHOME, shall be maintained by the owner at his expense; provided however, said owner shall take no action which will alter the exterior appearance of the building. Perimeter door hardware of each CONDOHOME, shall be maintained by the owner at his own expense, provided however, said owner shall take no action which will alter the exterior appearance of the building, and all such hardware shall be identical to existing hardware.

Article XXII. MAINTENANCE AND REPAIR OF COMMON ELEMENTS BY ASSOCIATION provides:

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS, including all perimeter doors, perimeter door frames, window glass, screens (including screens within frames, exterior siding (including any siding within the boundaries which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the CONDOHOMES and said COMMON ELEMENTS, and should any incidental damage be caused to any CONDOHOME by virtue of any work which may be done or caused to be done by the ASSOCIATION in maintenance, repair, or replacement of any COMMON ELEMENTS, the ASSOCIATION shall, at its expense, repair such incidental damage.

IN ACCORDANCE with the requirements of Article XXIX of the Master Deed, execution hereunder by the President and Secretary on behalf of Sweetwater at Indian Wells Homeowners Association, Inc. shall constitute the required certification that the within Amendment has been duly adopted in accordance with the requirements of the Master Deed, including the requirements that the Amendment was passed and documented by the GRANTOR, its successors or assigns, prior to (10) years from the date of the filing of the Master Deed, as evidenced in the Board of Directors Meeting Minutes dated February 9, 2000.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the By-Laws Exhibit E of the Master Deed this 28 day of July, 2005.

WITNESS:

SWEETWATER AT INDIAN WELLS HOMEOWNERS ASSOCIATION, INC.

Mary Jo Bonfede  
Patricia Bellamy  
Deborah Bellamy  
Lana Jones

By: Bill Hilton  
Its: President

Attest: Lee Kerkorian  
Its: Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

PROBATE

PERSONALLY appeared before me the undersigned witness, who after first being duly sworn, deposes and states that s/he saw the within named Sweetwater at Indian Wells, Homeowners' Association, by and through its proper officers, Sign, Seal, and as its Act and Deed, Deliver the within written Amendment to Master Deed for Sweetwater at Indian Wells Horizontal Property Regime, and that s/he, together with the other witness subscribed herein, witnessed the execution thereof.

Deborah Bellamy  
Witness 1

Patricia Bellamy  
Witness 2

Sworn to before me this 28th  
Day of July, 2005.

Lana Jones  
Notary Public for South Carolina  
My commission expires: 5.14.14

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