

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNHOUSE COMMUNITY OF EASTBROOKE VILLAS

Recorded in Book 2086 at Page 1469

WHEREAS, a Declaration of Restrictive Covenants, Conditions and Restrictions for the Townhouse Community of Eastbrooke Villas (the "Community") was recorded on May 3, 2004 in Book 2086 at Page 1469 in the Office of the Register of Deeds for Greenville County, South Carolina (the "Restrictive Covenants") for certain property located in Greenville County, South Carolina described therein on Exhibit A;

WHEREAS, the Restrictive Covenants provide that the Eastbrooke Villas Association, Inc. (the "Association") may opt to assume the obligation of maintaining the exteriors of the townhouses with the consent of at least 2/3 of each class of Members;

WHEREAS, Pierce Homes of Carolina, LLC is currently the sole owner of all of the Lots and Improved Lots in the Community and the sole Member of the Association,

WHEREAS, the Association desires to assume the obligation of maintaining the exteriors of the townhouses in the Community;

NOW, THEREFORE, the undersigned does hereby declare that the Association shall be responsible for all exterior maintenance of the townhouses excluding landscaping and lawn maintenance. Such exterior maintenance shall include (but shall not be limited to) painting, repairing, replacing and care of roofs, gutters, downspouts, windows, doors, and exterior improvements on any Dwelling Unit.

AS SUCH, the Restrictive Covenants are hereby amended as follows:

REGISTERED
REGISTER OF DEEDS
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GREENVILLE, SC
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(a) Section 8.3 (f) shall be amended to read as follows:

(f) exterior maintenance as defined under Article Eleven and landscape and/or lawn maintenance as and when called for under Article Eleven; and

(b) Section 11.1 shall be amended to read as follows:

Section 11.1 Exterior Maintenance. The Association is responsible for maintaining the exterior of the improvements on all Lots or Improved Lots, excluding landscaping and lawn maintenance. Such exterior maintenance shall include (but shall not be limited to) painting, repairing, replacing and care of roofs, gutters, downspouts, windows, doors, and exterior improvements on any Dwelling Unit, and removal of signs in violation of this Declaration. If an Owner does not adequately maintain his landscaping and/or lawn, after thirty (30) days written notice to an Owner specifying any required maintenance, the Association shall have the right but not the obligation to provide maintenance upon any Lot or Improved Lot.

(c) Section 11.2 shall be amended to read as follows:

Section 11.2 Assessment of Cost on Landscape or Lawn Maintenance. The cost of landscape and/or lawn maintenance performed by the Association pursuant to Section 11.1 shall be assessed against the Lot or Improved Lot upon which such maintenance is done and shall be treated as a Special Individual Assessment enforceable as described in Section 10.5, and a personal obligation of the Owner, and shall become due and payable in all respects as provided herein.

(d) The Restrictive Covenants are hereby amended to remove Section 11.3.

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Except as specifically amended herein, the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby set its hand to seal this 9th day of July, 2004.

WITNESSES:

SOLE OWNER AND MEMBER

PIERCE HOMES OF CAROLINA, LLC

De Schrickengost
Carol B. Ellis

By:

Ronald B. Vergnolle
Ronald B. Vergnolle, its Manager

STATE OF SOUTH CAROLINA)

GREENVILLE COUNTY)

Acknowledgment

I, *De Schrickengost*, a Notary Public of the above-stated County and State, do hereby certify that Ronald B. Vergnolle, Manager of Pierce Homes of Carolina, LLC, a South Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of the limited liability company.

Witness my hand and notarial seal, this the 9th day of July, 2004.

De Schrickengost

Notary Public for South Carolina

My Commission Expires: My Commission Expires October 14, 2004

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 10:39 AM
07 14 04 RECORDED IN DEED
BOOK 2097 PAGE 1901 THRU 1902
DOC # 2004063655

Judy H. Hill

STATE OF SOUTH CAROLINA)
)
GREENVILLE COUNTY)

Acknowledgment

I, _____, a Notary Public of the above-stated County and State, do hereby certify that Ronald B. Vergnolle, Manager of Pierce Homes of Carolina, LLC, a South Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of the limited liability company.

Witness my hand and notarial seal, this the ____ day of October, 2004.

Notary Public for South Carolina
My Commission Expires: _____

Documentation of Approval

As officers of the Eastbrooke Villas Association, Inc. (the "Association"), we hereby certify that on October ____, 2004 the Amendment or Extraordinary Action attached hereto as Exhibit A was duly adopted and approved by at least 51 percent of the Members of the Association, which constituted approval by the requisite percentage of Members.

Title: President

Title: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BOOK 2113 PAGE 1584 ✓
SECOND AMENDMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
EASTBROOKE VILLAS
Recorded in Book 2086 at Page 1469
GREENVILLE, SC

COPY

WHEREAS, a Declaration of Restrictive Covenants, Conditions and Restrictions for Eastbrooke Villas (the "Community") was recorded on May 3, 2004 in Book 2086 at Page 1469 and was amended by First Amendment recorded on July 14, 2004 in Book 2097 at Page 1901 in the Office of the Register of Deeds for Greenville County, South Carolina (the "Restrictive Covenants") for certain property located in Greenville County, South Carolina described therein;

WHEREAS, Pierce Homes of Carolina, LLC desires to amend the Restrictive Covenants to include language assigning to the Association the responsibility for maintaining insurance on the townhome structures;

WHEREAS, this amendment is not a Material Amendment or Extraordinary Action as defined in the Restrictive Covenants and therefore, only requires approval in writing by a majority of the total authorized votes of all the Members;

WHEREAS, Pierce Homes of Carolina, LLC is the owner of a majority of the lots in the Community;

NOW, THEREFORE, the undersigned does hereby declare that the Association shall be responsible for insuring the Unit structures in addition to the Common Areas;

AS SUCH, the Restrictive Covenants are hereby amended as follows:

(a) Section 11.0 is hereby added and shall read as follows:

Section 11.0 Structural Insurance. The Association shall obtain hazard insurance on the structures of each Unit. The structure includes but is not limited to the roofs, interior and exterior walls, sheetrock, paint, carpet and floor coverings, and the slab foundations. Each Owner or occupant shall maintain its own insurance for personal property.

Except as specifically amended herein, the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby set its hand to seal this 14th day of October 2004.

WITNESSES:

PIERCE HOMES OF CAROLINA, LLC

By: Ronald B. Vergnolle
Ronald B. Vergnolle, its Manager

Jessica Henry
Jessica Henry

STATE OF SOUTH CAROLINA)
GREENVILLE COUNTY)

BOOK 2113 PAGE 1585

Acknowledgment

[Signature], a Notary Public of the above-stated County and State, do hereby certify that Ronald B. Vergnolle, Manager of Pierce Homes of Carolina, LLC, a South Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of the limited liability company.

Witness my hand and notarial seal, this the 31 day of October, 2004.

[Signature]
Notary Public for South Carolina
My Commission Expires: 10-8-2014

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:07 PM
10 21 04 RECORDED IN DEED
BOOK 2113 PAGE 1584 THRU 1585
DOC # 2004087446

[Signature]