

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.

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GREENVILLE, SC  
JULY 14 A 10:39  
JULY G. HIX  
REGISTER OF DEEDS

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

(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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