

DEE-2013-50601
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Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register



AMENDED AND RESTATED
FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE TOWNES AT RIVER FALLS

THIS AMENDED AND RESTATED FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNES AT RIVER FALLS is made as of the latter date set forth on the signature page hereof by **C&A Property Holdings, LLC**, a South Carolina limited liability company (herein referred to as "Declarant").

WITNESSETH:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions was recorded in Deed Book 92-V, Page 296 in the Office of the Register of Deeds for Spartanburg County (the "Original Declaration"). The Original Declaration was also amended by First Amendment recorded in Deed Book 92-X, Page 435 in said Register's office and that certain Amended Consent Order filed on July 20, 2010 in the Office of the Clerk of Court for Spartanburg County in case captioned *The Peoples National Bank vs. White Oak Development Co., LLC, et al.* C.A. No. 2009-CP-42-2055; and

WHEREAS, the Original Declaration was amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 102-Q at Page 520 in the Office of the Register of Deeds for Spartanburg County (the "Amended and Restated Declaration"). The Original Declaration and the

Amended and Restated Declaration shall be collectively referred to herein as the "Declaration"; and

WHEREAS, the Declarant hereby desires to amend the Amended and Restated Declaration as set forth herein; provided, however, it is the intent of the Declarant that this amendment shall not be applicable or operative with respect to that certain portion of the Townes at River Falls subdivision described on Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, the Amended and Restated Declaration is hereby further amended as follows:

1. Section 8.6 of the Amended and Restated Declaration is hereby amended by adding the following to the end of said Section 8.6:

"The Association may also exercise the right to maintain the exterior of units described herein in accordance with Article Eleven, collect dues for such maintenance and provide hazard insurance for each unit."

2. Section 10.1 (c) of the Amended and Restated Declaration is hereby amended and restated in its entirety to read as follows:

"(c) Initial Reserve Payments, equal to one (1) month worth of the Monthly Maintenance Assessment to be collected at each closing from the Builder to an Owner."

3. Section 10.2 of the Amended and Restated Declaration is hereby amended by adding the following to said Section 10.2:

"(g) exterior maintenance and insurance for individual Units."

4. Section 10.13 of the Amended and Restated Declaration is hereby amended and restated in its entirety to read as follows:

"Section 10.13 Maximum Monthly Assessment. Until December 31, 2013, the maximum Monthly Assessment shall be One Hundred Fifteen and no/100 (\$115.00) Dollars per Townhouse. From and after January 1, 2014, the

Monthly Assessment may be increased by an amount as determined by the Board of Directors to sufficiently cover expenses up to ten per cent (10%) per year and may be retro-active should the Board elect not to raise the Annual Assessment any given year. The limitation in the increase in the Monthly Assessments herein shall not apply to any change in the maximum amount of the Assessments undertaken as an incident to (1) a merger or consolidation in which the Association is authorized by law to participate; (2) any additions to the Community or submission of Additional Property; or (3) the addition of Recreational Facilities for the Community."

5. Article 11 of the Amended and Restated Declaration is hereby amended and restated in its entirety to read as follows:

ARTICLE ELEVEN: EXTERIOR MAINTENANCE AND INSURANCE

Section 11.1 Exterior Maintenance. The Townes at River Falls Homeowners Association is responsible for maintaining the exterior of each Townhome covered by this amendment and all improvements located on each Lot. Such maintenance includes, but is not limited to, painting, repairing, replacing and care of roofs, gutters, downspouts, windows, doors, and exterior improvements on any Townhouse, and removal of signs in violation of this Declaration.

Section 11.2 Assessment of Cost of Exterior Maintenance. The cost of any such maintenance performed by the Association shall be included with monthly dues assessed against the Lot unless maintenance is due to gross negligence of the owner in which case, the full cost of repair and maintenance will be the responsibility of the Individual owner and not the Association 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.

Section 11.3 Insurance of Townhouses. The Declarant covenants with the Association by transfer of a deed therefor, whether or not it shall be so expressed in said deed, or be exercise of any act or ownership, is deemed to covenant:

a) The Association shall obtain a group or blanket insurance policy equal to the full replacement value of the project. Said policy shall contain a Replacement Cost Endorsement providing for replacement of a Townhouse from insurance loss proceeds.

b) The full amount of any insurance proceeds shall be applied to the rebuilding or repair or any Townhouse.

c) The Townhouse shall be rebuilt or repaired in the event of damage thereto provide the Townhouse is insured under a group or blanket hazard insurance policy which contains a replacement cost endorsement providing for replacement of a Townhouse from insurance proceeds.

d) The Owner shall keep the Townhouse in good repair except for repairs required of the Association.

e) Premiums for the group or blanket hazard insurance policy shall be a common expense and shall be collectible in the same manner and to the same extent as provided for annual and special assessments.

f) Any Owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowners policy required by the Association.

g) Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a Townhouse or Townhouses containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as existed prior to damage or destruction by fire or other casualty covered by said insurance.

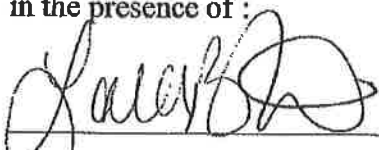
Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration shall remain unchanged and in full force and effect. All capitalized terms used herein which are not defined herein shall have the same meanings given them in the Declaration.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended and Restated First Amendment by and through its duly authorized officer this 28th day of October, 2013.


Signed, Sealed and Delivered

in the presence of :



Linda M. Praelcher

C&A Property Holdings, LLC
By: Mark III Properties, Inc., Manager

By:  (SEAL)
Name: John W. Beeson
Title: President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that John W. Beeson as President of Mark III Properties, Inc., the Manager of C&A Property Holdings, LLC, being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO this 28th day of October, 2013.

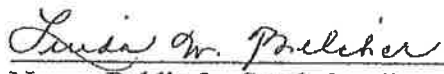
 (SEAL)
Notary Public for South Carolina
My commission Expires: 01-16-17

EXHIBIT "A"

All those certain pieces, parcels or tracts of land, situate, lying and being in the County of Spartanburg, State of South Carolina, being shown and designated as Lot Nos. 1, 2, 3, 4, 69, 70, 71 and 72 on a survey prepared for The Townes at River Falls Phase I by Gray Engineering Consultants, Inc., dated August 16, 2007 and recorded in Plat Book 162 at Page 905 and as more recently shown on a survey prepared for The Townes at River Falls Phase I by Gramling Bros. Surveying, Inc. dated July 7, 2008 and recorded in Plat Book 163 at Page 437 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the aforesaid plats.