

in person or by proxy. The Covenants, specifically Section III.4 of the 2000 Covenants, also establish each lot owner in the Association shall be entitled to exercise one (1) vote (called “eligible” votes) for each assessed lot which qualifies the owner as a member of the Association; to possess an eligible vote, a member must have a bona fide membership status which requires that all dues and assessments on the lot have been fully paid.

WHEREAS, Article XII, Section XII.1. of the Original Bylaws provides that the Original Bylaws may be amended by receiving a simple majority of all eligible votes, cast in person or by proxy at an annual or special meeting of the Association at which a quorum (as specified by Section III.5. of the 2000 Covenants) is present in person or by proxy.

WHEREAS, the Association is comprised of members, the same being all owners of assessed lots in the Community (collectively the “Members”);

WHEREAS, on January 14, 2026 a meeting of Association Members was called to order whereat proposed amendments to the Covenants were considered and voted on by the Members. At the January 14, 2026 meeting of Members, twenty-nine (29) Members were present in person or by proxy, thereby satisfying quorum requirements specified by Section III.5. of the 2000 Covenants and as required by the Association’s Bylaws.

WHEREAS, at the January 14, 2026 meeting of Members, no less than fifteen (15) vote holding Members cast their votes in favor of the passing these the amended provisions to the Covenants contained in this Third Amendment satisfying the conditions for amending the Covenants set forth herein above; no less than a simple majority of all eligible votes, cast in person or by proxy at an annual or special meeting of the Association at which a quorum was present, were cast approving this Third Amendment.

NOW THEREFORE, pursuant to the foregoing and in accordance with the authority granted by the Covenants, as previously modified and/or amended, the Association by and through its Members and its Board of Directors hereby amends the Covenants of the Association by this Third Amendment to the Covenants, Conditions, and Restrictions for Pebble Ridge Homeowners’ Association (Pebble Creek Development, Phase IV, Section II) recorded on February 15, 2000 in the Office of the Register of Deeds for Greenville, South Carolina in Book: 1898, beginning at Page 84. The Covenants are hereby amended as follows:

***[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
[THIRD AMENDMENT TO THE COVENANTS FOLLOWS]***

**THIRD AMENDMENT TO THE PEBBLE RIDGE HOMEOWNERS' ASSOCIATION
(PEBBLE CREEK DEVELOPMENT, PAHSE IV, SECTION II) AMENDED AND
RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS**

- A.** By amending **Article II of the 2000 Covenants, "Amendments of These Covenants"** and by substituting in lieu thereof the following:

"These Covenants, Conditions and Restrictions (hereinafter referred to as "Covenants") may be amended upon the affirmative vote or written consent, or any combination thereof, of the lot Owners holding at least sixty-seven percent (67%) of all eligible votes in PRHA. All amendments shall become effective upon recording the same in the Office of the Register of Deeds or RMC for Greenville County, South Carolina. Amendments to these Covenants may occur with or without conducting a meeting of members."

- B.** By amending **Section IV.4.12. of the 2016 Covenants, "Fences and Walls"** and by substituting in lieu thereof the following:

"Fences and Walls. No fences shall be erected on any Lot without the prior written approval of PRHA Board and/or its appointed Architectural Committee, its successors or assigns, as to type, height, material, design, location, and any other factor deemed important by the PRHA Board and/or its appointed Architectural Committee. In no event shall any chain link fence or fence in the front yard on any Lot be permitted. Subject to first receiving written approval as required herein, fencing may be constructed as far forward on a Lot as the front right and front left corners of the primary Dwelling or residence located on the Lot, excluding any garage having been constructed in front of such Dwelling or residence."

- C.** By amending **Section IV.4.13. of the 2000 Covenants, "Mail Boxes"** by substituting in lieu thereof the following:

"Mail Boxes. Unless excepted hereunder, the size, design, color, and materials comprising mail boxes and mail box posts and the method of ground attachment shall be subject to prior review and written approval by the PRHA Board and/or its appointed Architectural Committee before an Owner may commence installation of the same. Owners replacing their mail box and/or mail box posts with improvements which replicate and/or match the mail box and/or method of ground attachment being removed shall not require prior approval of the PRHA and/or its appointed Architectural Committee, provided that the mail box and/or method of ground attachment being replaced was previously approved in writing by PRHA and/or its appointed Architectural Committee. The PRHA Board may publish Guidelines which specify, among other things, pre-approved mail box designs and preferred methods of ground attachment."

- D.** By amending **Section IV.4.14. of the 2000 Covenants, "House Address Numbers"** and by substituting in lieu thereof the following:

"House Address Numbers. Each Dwelling shall have address numbers that are clearly visible from the street, and which are in accord with applicable Greenville County

Ordinances. Subject to first receiving written approval from the PRHA Board and/or its appointed Architectural Committee, Owners may also have house number(s) painted on the street curbing in a color, size, location and design approved in writing as required herein. Numbers must be conspicuously placed immediately above, on or at the side of the appropriate door so that the number is clearly visible from the street. In cases where the building is situated more than fifty (50) feet from the street or road, the building number must be placed near the walk, driveway or common entrance to the building, or upon the mail box, gate post, fence or other appropriate place as to be clearly visible from the road.”

- E. By amending the Covenants and enacting a new **Article IV, Section IV.4.16., “Window Air Conditioners”** as follows:

“Window Air Conditioners. No window air conditioning units shall be installed in any building, except for temporary use during repair or remodeling of the building as approved in writing by the PRHA and/or its appointed Architectural Committee.”

- F. By amending **Section V.2. of the 2016 Covenants, “Maintenance of Houses and Lots”** and by substituting in lieu thereof the following:

“Maintenance of Dwellings and Lots. Owners/occupants shall maintain their Lots and all improvements thereon including without limitation houses, Dwellings landscaping, yards, hardscapes, and structures, in well-kempt good condition and repair. Owner/occupant maintenance shall include, without limitation, painting, replacement and care of roofs, gutters, downspouts, exterior building surfaces, lawn, trees, shrubs driveways, walks and other exterior improvements (collectively “Exterior Improvements”).

In the event the owner/occupant neglects or fails to maintain his or her Lot and/or the Exterior Improvements thereon in a manner consistent with other Lots and Exterior Improvements in the Subdivision, the PRHA may, but is not obligated to, provide such exterior maintenance, repairs, replacements, and/or upkeep as provided herein at the Lot Owner’s sole cost and expense. Provided, however, prior to PRHA undertaking maintenance and/or repairs on behalf of (and at the sole expense of) any Lot Owner, PRHA shall give notice to the responsible Lot Owner via certified mail to the last known address of such Lot Owner. PRHA’s notice to Lot Owners provided for herein shall set forth in reasonable detail the specific items of exterior maintenances, repairs, and/or upkeep the PRHA is intending to perform and the Lot Owner responsible shall have twenty (20) days from the date of mailing of said notice within which to perform such required maintenance, repairs, replacements, and/or upkeep. The determination as to whether the Owner has neglected or failed to maintain his or her Lot, Dwelling or Exterior Improvements shall be made by the Board of Directors, in its sole discretion. In order to enable the PRHA to accomplish the forgoing, there is hereby reserved to the PRHA the right and easement of unobstructed vehicular and pedestrian access over and upon each Lot at all reasonable times to perform maintenance, repairs, replacements and/or upkeep as provided in this Article. In the event the PRHA undertakes maintenance, repairs, replacements and/or upkeep on behalf of Lot Owners (after notice),

the cost of such maintenance, repairs, replacements, and/or upkeep shall be assessed to the responsible Owner and such assessed amounts shall become a lien against the Lot of such Owner and collectable in the same manner as provided for collection of delinquent assessments and special assessments by the Covenants, as amended. Vacant Lots shall be maintained by the record Owner(s) thereof. No Owner shall cause or allow any condition to exist which could increase the insurance rates of other houses. Owners/occupants shall keep their Lot free of litter, tall weeds, tall grass, and invasive or unkempt vegetation (including Kudzu).

Upon receipt by the Board of complaints of unsightly house or Lot maintenance and care, the Board shall follow enforcement procedures of the Covenants. In an attempt to remove the violation, the Board shall monitor vacant and untended Lots, and after appropriate communication with the Lot Owner(s) may, for general benefit of all Lot Owners, bring the Lots into conformity with this Section and add the costs to the assessment of the Lot Owner.”

- G. By amending **Section V.3. of the 2000 Covenants, “Noxious or Offensive Activities”** and by substituting in lieu thereof the following:

“Noxious or Offensive Activities. No Noxious, illegal or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done on any Lot, nor shall any substance, thing or material be kept thereon which is or may cause any noise or foul or obnoxious odors or become an annoyance or nuisance to the owners of other Lots, or that will or might disturb the peace, quiet, comfort or serenity of other owners. The Board of Directors shall be vested with the right to establish rules and regulations governing conduct on Lots and enforcement of this Section as well as other use restrictions set forth in Articles IV and V; such rights to enact and enforce regulations being in addition to all other rights of enforcement and rule making authority vested in the Board of Directors pursuant to these Covenants and the PRHA Bylaws, as each may be amended from time to time.”

- H. By amending **Section V.5.1. of the 2016 Covenants, “Vehicle Parking on Lots”** and by substituting in lieu thereof the following:

“Vehicle Parking and Use in Subdivision. No house trailer, utility trailer, mobile home, nor modular storage shall be placed on any Lot. No commercial vehicle as large as, or larger than, a 15-passenger van, nor equipment used for any commercial purpose shall be placed visibly on any Lot. Any camping trailer, boat, recreational vehicle, and/or similar equipment used for the personal enjoyment of the homeowner shall be parked to the rear of the Dwelling, in operable condition and covered or otherwise concealed from view in a manner approved in writing by the PRHA Board and/or its appointed Architectural Committee.

Only non-commercial passenger automobiles, vans, pickup trucks, and no more than two ‘company’ vehicles in operating condition with the then-current license plate may be parked overnight on any driveway; such vehicles may shall not be parked on the unpaved portions of any Lot at any time. There shall be no long-term (i.e., 24 hours or more),

repetitive or continuous parking of vehicles on any of the paved roads, rights-of-way, curbs or common areas within the subdivision by any Owner/occupant or resident. Subject to limitations contained in this Section, visiting guests only may use paved streets for temporary parking of their vehicles provided, however, no visiting guest shall be allowed to use paved streets for parking if the Dwelling they are visiting has designated parking areas available for use and under no circumstances shall any guest park their vehicle(s) on any street in Pebble Ridge subdivision for any period lasting longer than seven (7) calendar days without first receiving written authorization from the PRHA Board.

Recreational vehicles are allowed to be parked on a paved surface temporarily, not to exceed one week (seven calendar days) or less. For extended period parking of recreational vehicles, the owner thereof shall notify the PRHA Board in writing and request permission for extended parking privileges; no such extended parking privilege shall be deemed granted unless and until the PHRA Board grants consent to the requesting owner in writing. Motorized vehicles shall not be operated in PRHA managed areas, except on the streets and then only in conformance with State laws regarding the proper authorized use of such vehicles.

No Owner's or resident's house trailer, mobile home, bus, disabled vehicle, equipment, or vehicle for any commercial purpose without a current license plate, and no unsightly machinery is permitted to park on any street in Pebble Ridge subdivision, except when actively providing a service to the Lot or street.

Parking on the street at road intersections, islands, and medians in such a manner as to restrict access for emergency vehicles or which otherwise interferes with safe passage is not permitted unless a driver is in attendance at all times and prepared to remove the vehicle/equipment immediately. Parking is not permitted on any median or island at any time.

Repair and/or maintenance of motor vehicles and/or machinery which lasts more than three (3) days shall not be performed outside an enclosed garage and shall not be performed on a driveway or Lot.

The Board, when dealing with infractions or non-conformity with this Section, shall be authorized to remove any such prohibited items or vehicles from any portion of the property comprising Pebble Ridge subdivision, at the sole expense of the owner/occupant who parked, stored or permitted the parking or storing of the vehicle/equipment/items after two written notifications. The total cost incurred by PRHA in causing the removal and storage (including attorney's fees and costs) shall be an assessment or charge due and payable to PRHA. In the event the responsible vehicle owner is a Lot Owner, all costs incurred by PRHA in enforcing compliance hereunder (including attorney's fees and costs) shall be assessed against such Owner and such assessed amounts shall become a lien against the Lot of such Owner and shall be collectable in the same manner as provided for collection of delinquent assessments and special assessments by the Covenants, as amended."

- I. By deleting **Section V.5.2. of the 2016 Covenants, "Vehicle Using Streets"**, in its

entirety.

- J.** By amending **Section V.9. of the 2000 Covenants, “Animals”** and by substituting in lieu thereof the following:

“Animals. A reasonable number of dogs, cats, birds, and/or indoor small caged pets may be kept on Lots by Owners/occupants. A "reasonable number" shall mean no more than two pets at any given time may be outdoors, and when outdoors, must be secured by a leash or secured behind fencing. Pets shall not be kept outdoors in cages or overnight. In accordance with Greenville County Ordinances, dogs and cats shall, at all times, be properly leashed, tethered, or confined within a Lot by a structure erected with the prior approval of the Board and/or its appointed Architectural Committee. No dog runs are permitted. No other animals shall be kept, maintained, or quartered on any Lot. No vicious animal shall be kept or permitted on any Lot in Pebble Ridge. Any dog or cat taken, or allowed, outside the Owner’s/occupant’s Lot shall be on a leash held by an escort, and all animal waste shall be collected immediately by the escort and disposed of in a sanitary manner. Owner’s/occupant's complaints about loose pets or animals should first be made to the Greenville County Animal Control.”

- K.** By amending the Covenants and enacting a new **Article V, Section V.13., “Residential Use of Lots”** as follows:

“Residential Use of Lots. All Lots shall be occupied and used by Owner for residential purposes only. No trade or business shall be conducted in or from any Lot, provided, however, Owners residing in a Dwelling on a Lot may conduct home-office style business activities within the Dwelling as long as:

- (a) The existence or operation of the business activity is not apparent to detection by sight, sound or smell from outside of the dwelling;
- (b) The business activity conforms to all zoning requirement for the property;
- (c) The business activity does not involve persons coming on to the property who do not reside in the property, or door-to-door solicitation of residents of the PRHA; and
- (d) The business activity is consistent with the residential character of the property and does not constitute a nuisance, hazardous or offensive use, or threaten the security or safety of other residents of PRHA, as may be determined at the sole discretion of the PRHA Board of Directors.

The terms “business” and “trade” as used in this section shall be construed to have the ordinary, generally accepted meaning under the law of South Carolina and County of Greenville, and shall include, without limitation, an occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether:

- (i) such activity is engaged full or part time;
- (ii) such activity is intended or does generate a profit; and/or
- (iii) a license is required therefore.”

- L. By amending the Covenants and enacting a new **Article V, Section V.14., “Fireworks Prohibited”** as follows:

“Fireworks Prohibited. No fireworks of any kind shall be used or discharged on any Lot, common area or on any portion of the property or any public or private road or street in Pebble Ridge.”

- M. By amending **Section III.7. of the 2000 Covenants**, by adding a new **Section III.7.7., “Specific Assessments, Charges, and Fines”** as follows:

“Specific Assessments, Charges, and Fines. PRHA acting by and through its Board shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover costs and expenses including overhead and administrative costs incurred as a result services furnished to Lots by or on behalf of PRHA, if any. PRHA may levy Specific Assessments for special services in advance of the provision of the requested service; and

(b) to cover costs and expenses incurred in bringing Lots into compliance with the Covenants and/or Bylaws (as each may be amended), or costs incurred, fines, sanctions, or other charges imposed including costs of correction, costs of collection, and attorney’s fees incurred as a consequence of the conduct of the Owner or occupants of Lots, their agents, contractors, employees, licensees, invitees, tenants, or guests; provided, the Board shall give violating Owner(s) prior written notice and an opportunity to cure before levying any Specific Assessment under this subsection (b).

The Specific Assessments chargeable hereunder shall be collectable in the same manner as Assessments and Special Assessments including, without limitation, the ability to impose a lien against a Lot and/or Owner therefor as the same may be imposed for delinquent Assessments and Special Assessments.”

Unless otherwise provided herein, all capitalized words shall have the same definition(s) as are more particularly set forth in the Covenants, as amended, modified, and restated. Please reference the foregoing Recitals for a recitation of applicable Covenants.

Except as expressly amended herein, all other remaining terms and provisions of the applicable Covenants, specifically the 2000 Covenants, the 2016 Covenants, and the 2019 Covenants, remain unchanged and continue to be in full force and effect

IN WITNESS WHEREOF, the Association has caused this instrument to be executed this the 14th day of January, 2026. This instrument amends, modifies, and/or changes specific terms and provisions of the 2000 Covenants, the 2016 Covenants, and the 2019 Covenants. In the event of a conflict between this Third Amendment, and the 2000 Covenants, the 2016 Covenants, and/or the 2019 Covenants, the terms and provisions of this Third Amendment shall be controlling and shall prevail over any inconsistent terms or provisions contained in the 2000 Covenants, the 2016 Covenants, and/or the 2019 Covenants.

WITNESSES:

Pebble Ridge Homeowners Association of Pebble Creek, Inc.

_____ (SEAL)

By: _____ (Print)

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Pebble Ridge Homeowners Association of Pebble Creek, Inc. and above-signed witnesses personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed to before me this 14th day of January, 2026.

_____ (SEAL)

Print Name: _____

Notary Public for _____

My Commission Expires: _____