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FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA

NA)

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FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

COUNTY OF GREENVILLE

FOR REEDY SPRINGS

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REEDY SPRINGS is made this 23 day of Falara, 2012 by KOJA, LLC, a Georgia limited liability company to that certain "Declaration of Covenants, Conditions and Restrictions for Reedy Springs" dated June 9, 2004 and recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Deed Book 2313 at Page 825 (the "Restrictions").

WITNESSETH

WHEREAS, Jones & Jones Investments, LLC, as Declarant, imposed the Restrictions on property in Greenville County, South Carolina, more particularly shown on a plat recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 10-Z at Page 32 (the "Property") commonly known as the "Reedy Springs" subdivision; and

WHEREAS, KOJA, LLC is the successor in title to Jones & Jones Investments, LLC with respect to all of (i) the remaining undeveloped lots and land, and (ii) the common areas which are subject to the Restrictions and, as a result, is now the Declarant under the Restrictions; and

WHEREAS, KOJA, LLC, as the successor Declarant, desires to amend the Restrictions to (i) correct the erroneous reference to the identity of the Declarant as "Adams Homes, Inc." in Article I, Section 4 thereof; and (ii) complete Article V, Section 3(a) thereof by filling in the blanks left in the recorded Restrictions; and

WHEREAS, under Article XI, Section 3 of the Restrictions, KOJA, LLC is entitled to amend the Restrictions as set forth herein without consent or joinder of any other party.

NOW, THEREFORE, KOJA, LLC, as Declarant, hereby amends the Restrictions in the following respects:

1. The first sentence of Article I, Section 4 of the Restrictions shall be deleted and the following substituted therefor:

"Declarant" shall mean and refer to KOJA, LLC, a Georgia limited liability company

- 2. Article V, Section 3(a) of the Restrictions shall be deleted and the following substituted therefor:
 - (a) Maximum Annual Assessment. As provided in Section 2(a) of Article III hereof, Declarant shall establish the Maximum Annual Assessment and initial annual assessment for Class A Lots; thereafter, the terms "Maximum Annual Assessment", annual assessment, and special assessment shall mean the Maximum, annual and special assessments applicable to Class A Lots. Until December 31, 2012, the Maximum Annual Assessments shall be \$125.00



BOOK: 2401 PAGE: 3047

per month. From and after January 1, 2013, the Maximum Annual Assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Members, but subject to the limitation that the percentage of any such increase shall not exceed 10% of the Maximum Annual Assessment for the previous year unless such increase is approved as set forth in Section 3(b), below.

From and after January 1, 2013, the Maximum Annual Assessment for Class A Lots may be increased without limitation if such increase is approved by a majority of the votes cast, in person or by proxy, at a meeting duly called for that purpose.

All other terms and conditions of the Restrictions shall remain in full force and effect and unaltered. All capitalized terms utilized in this First Amendment which are not defined herein shall have the definitions set forth therefore in the Restrictions.

IN WITNESS WHEREOF, KOJA, LLC, by its duly authorized Member, has executed this Amendment as of the day and year set forth above.

Signed, Sealed and Delivered In the Presence of:

Georgia/limited liability company

STATE OF GEORGIA

COUNTY OF Gwinnett

Personally appeared before me, the undersigned witness, who being first duly sworn, deposes and says that (s)he saw the within named KOJA, LLC, a Georgia limited liability company, by Billy R. Johes, its sole Member, sign, seal and as its act and deed, deliver the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for Reedy Springs and that (s)he, with the other witness, witnessed the execution thereof.

Sworn to before me this

GWINNETT COUNTY, GEORGIA

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