

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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REGISTER OF DEEDS

AMENDED AND RESTATED
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
VILLAGE TOWNHOUSES
HOME OWNERS ASSOCIATION, INC.
(further waiving horizontal property regime
and quit-claiming common elements)

This AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGE TOWNHOUSES HOME OWNERS ASSOCIATION, INC. (this "Amended and Restated Declaration") is made and entered into as of this 4th day of August, 2003.

WITNESSETH

WHEREAS, In that certain Greenville County subdivision known as "Village Greer" or "Village Townhouses" (the "Subdivision") and through a series of instruments captioned as "Master Deeds," Williams Street Development Corporation, the then owner of the Subdivision, created eight (8) separate and distinct horizontal property regimes, each consisting of two (2) Units each (an "A" and a "B"). The said Master Deeds were entered upon the records of the Greenville County Register of Deeds as follows:

Unit Numbers	Master Deed Date	Deed Book and Page	Recording Date
1-A and 1-B	April 19, 1984	Bk. 1210 pg. 801	April 19, 1984
2-A and 2-B	September 4, 1980	Bk. 1133 pg. 1	September 10, 1980
3-A and 3-B	September 4, 1980	Bk. 1133 pg. 42	September 10, 1980
4-A and 4-B	June 10, 1983	Bk. 1190 pg. 119	June 13, 1983
5-A and 5-B	March 30, 1984	Bk. 1209 pg. 395	March 30, 1984
12-A and 12-B	June 9, 1981	Bk. 1149 pg. 664	June 12, 1981
13-A and 13-B	December 15, 1980	Bk. 1139 pg. 33	December 17, 1980
14-A and 14-B	December 15, 1980	Bk. 1139 pg. 75	December 17, 1980

The foregoing Master Deeds incorporate various exhibits including copies of the Articles and Bylaws of The Village Townhouses Home Owners Association, Inc., a non-profit corporation which has a stated purpose of managing and maintaining the Subdivision. The said Articles and Bylaws are hereinafter referred to as the "Association Governing Documents."

WHEREAS, Of the fifteen (15) parcels depicted on a plat of the Subdivision entitled "Village Greer" prepared by R. B. Bruce, Surveyor, dated July 30, 1980 and recorded in Plat Book

7-X at Page 39 on September 10, 1980 (the "Plat"), the eight (8) that have been improved by the construction of a Townhouse thereon, are hereinafter referred to as the "Townhouse Lots," and said Townhouse Lots are presently titled as follows:

Lot Number	Record Title Holder	Date of Derivative Deed	Deed Book and Page	Recording Date
1-A	Rachel G. Cox	May 19, 1993	Bk. 1515, pg. 662	May 20, 1993
1-B	Helen Bagwell	April 7, 1997	Bk. 1682, pg. 260	April 8, 1997
2-A	Judy W. Reeves and Dee Reeves Bray	May 4, 2000	Bk. 1910, pg. 1489	May 8, 2000
2-B	Evelyn H. Frey	May 19, 1989	Bk. 1362, pg. 324	May 19, 1989
3-A	Denise C. DeYoung	June 28, 1999	Bk. 1849, pg. 388	July 1, 1999
3-B	Phillip A. Snell	February 26, 1981	Bk. 1143, pg. 401	February 27, 1981
4-A	Vernon Gooch	January 24, 2002	Bk. 1981, pg. 1252	January 25, 2002
4-B	Susan Delayne Bray	August 11, 2000	Bk. 1921, pg. 852	August 15, 2000
5-A	June T. Grant	June 3, 1991	Bk. 1437, pg. 759	June 4, 1991
5-B	Robert D. Brady	March 6, 1998	Bk. 1749, pg. 213	March 10, 1998
12-A	Charles Benjamin Duke	May 28, 2002	Bk. 1996, pg. 586	May 29, 2002
12-B	Deborah Dobson Heicher	July 31, 2002	Bk. 2005, pg. 1741	August 15, 2002
13-A	William G. Perry, III and Carolyn R. Perry	September 28, 1994	Bk. 1583, pg. 609	September 30, 1994
13-B	D'Lorah Brady-Bissette	May 25, 1994	Bk. 1565, pg. 90	May 26, 1994
14-A	Heather Renee Clayton	November 13, 2000	Bk. 1932, pg. 244	November 14, 2000
14-B	Sheri L. Moore	February 4, 1999	Bk. 1817, pg. 29	February 5, 1999

As for the parcels within the Subdivision that have not been improved by the construction of a Townhouse thereon, they are hereinafter referred to as the "Unimproved Lots," and said Unimproved Lots are titled as follows:

Lot Number	Record Title Holder	Date of Derivative Deed	Deed Book and Page	Recording Date
6-11, and 15	Halter Properties, a South Carolina Limited Partnership	December 15, 1983	Bk. 1205 pg. 191	January 26, 1984

WHEREAS, Over time, certain present and former owners of various Townhouse Lots realized that they had misinterpreted the legal effect of the aforesaid Master Deeds and that a "horizontal property regime" is or was not the most desirable form of ownership for their

properties. Accordingly, these certain Owners executed and recorded various waivers of the condominium form of ownership. In conjunction with the said waivers, some of the said Owners took the added precaution of obtaining and giving quitclaim deeds to condominium Common Elements, which, under the former regime, were jointly held according to each Owner's Percentage Interest. To date, the efforts of these certain Owners of Townhouse Lots to relieve themselves and their real property of the vestiges of condominium are summarized as follows:

Lot Number	Date of Waiver	Deed Book and Page	Waiver Recording Date	Quit Claim into subject Lot owner	Date of Quit Claim	Deed Book and Page	Recording Date
2-A	Aug. 27, 1996	1651-1766	Sept. 5, 1996	Yes	Aug. 27, 1996	1651-1775	Sept. 5, 1996
2-B	Aug. 27, 1996	1651-1766	Sept. 5, 1996	Yes	Aug. 27, 1996	1651-1777	Sept. 5, 1996
4-A	Sept. 3, 1987	1304-408	Sept. 4, 1987	Yes	Sept. 3, 1987	1304-471	Sept. 4, 1987
4-B	Sept. 3, 1987	1304-408	Sept. 4, 1987	Yes	Sept. 3, 1987	1304-463	Sept. 4, 1987
5-A	May 24, 1984	1213-923	May 31, 1984	Yes	May 24, 1984	1214-43	May 31, 1984
5-B	May 24, 1984	1213-923	May 31, 1984	Yes	May 24, 1984	1214-44	May 31, 1984
12-A	May 18, 1987	1295-620	May 22, 1987	Yes	May 18, 1987	1295-606	May 22, 1987
12-B	May 18, 1987	1295-620	May 22, 1987	Yes	May 18, 1987	1295-607	May 22, 1987
13-A	Mar. 25, 1987	1295-610	May 22, 1987	Yes	Mar. 20, 1987	1295-604	May 22, 1987
13-B	Mar. 25, 1987	1295-610	May 22, 1987	Yes	Mar. 20, 1987	1295-605	May 22, 1987
14-A	Jan. 25, 1999	1817-17	Feb. 5, 1999	Yes	Jan. 29, 99	1817-12	Feb. 5, 1999
14-B	Jan. 25, 1999	1817-17	Feb. 5, 1999	Yes	Jan. 29, 99	1817-7	Feb. 5, 1999

Yet through the waiver instruments (collectively the "Waivers") and in spite of the various quitclaim deeds, certain restrictive covenants and contractual and lien obligations between and among the Owners of the Townhouse Lots and the Owners of the Unimproved Lots were preserved. These preserved obligations exist in, and by virtue of, the Master Deeds, the Association Governing Documents and the Waivers themselves.

WHEREAS, Certain additional Owners of Townhouse Lots now desire to waive the condominium form of ownership and to reciprocally quitclaim condominium Common Elements. Moreover, the requisite majority or proportion of Members in the Association now desire to simultaneously herewith amend the Association Articles, which amendment shall be accomplished through the prior filing of a Notice of Existing Non-Profit Corporation, and to simultaneously herewith amend the Association Bylaws. The said Notice of Existing Non-Profit Corporation shall cancel and replace the existing Articles. Finally, the Association and all of the undersigned Owners of real property within the Subdivision, desire to consolidate, amend and restate the

covenants and restrictions applicable to their respective Lots or properties, to cancel certain existing restrictions and encumbrances and to extend to each other certain reciprocal rights and obligations that shall run with the land. The aggregate goal and desired effect of these amendments and waivers is to convert the multiple horizontal property regimes and the Subdivision as a whole into a singular subdivision of Townhouses Lots and Unimproved Lots.

NOW, THEREFORE, The Association and the Owners hereby declare that the certain real property, located in Greenville County, State of South Carolina and described as follows:

[SEE ATTACHED EXHIBIT A]

(the "Property") is affected with and shall hereafter be held, sold and conveyed subject to the easements, restrictions, covenants and conditions restated and amended herein, which are for various purposes including, but not limited to, providing for common maintenance, governing the use and improvement of the Property and protecting the value or desirability of the Property. The easements, restrictions, covenants, and conditions restated, amended or created herein shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such Owner.

I. DEFINITIONS

For all purposes of this Amended and Restated Declaration the following terms shall have the meanings set forth below.

A. "Association" shall mean and refer to THE VILLAGE TOWNHOUSES HOME OWNERS ASSOCIATION, INC., its successors and assigns.

B. "Common Area" shall mean all right or interest in real property presently or subsequently owned by or benefiting the Association for the common use and enjoyment of the Owners.

C. "Common Services" shall mean those certain services provided for the mutual benefit and for the preservation of property values of all the Owners, which Common Services shall be subject to administration by the Association and funded through assessments against such Owners. Common Services generally include the responsibilities of the Association identified herein and, by way of example, but not as limitation, shall include providing a blanket policy of property and casualty insurance for the Townhouses or other multi-family dwellings constructed upon the Property and attending to the maintenance responsibilities of the Association. The

Common Services provided by the Association may be reduced or expanded from time to time through further amendment to this Amended and Restated Declaration.

D. "Lot," in the context of Unimproved Lots, shall mean and refer to parcels of land numbered 6 through 11 and 15 as shown and designated on the Plat with the exception of or subject to any Common Area property or rights. In the context of Townhouse Lots, the term "Lot" shall mean and refer to all remaining parcels of land within the Subdivision as described and identified in Exhibit A.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

F. "Property" shall mean and refer to the aggregate of all Lots described in Exhibit A, and such other Common Area and real property within the Subdivision as may now exist or hereafter be acquired and added to the Subdivision by the Association or its Members.

G. "Townhouse" shall mean those certain buildings or structures now or hereafter erected on the Property, each of which contains a common or party wall dividing it into two separate but attached, single-family dwellings.

All other capitalized terms used herein but not explicitly defined shall have the meanings ascribed to them in the Association Governing Documents, as amended.

II. PROPERTY RIGHTS

A. Waiver of Horizontal Property Regime. The undersigned Owners who have not yet executed a Waiver hereby declare the Horizontal Property Regimes as created by their respective Master Deeds to be waived and the easements, restrictions, covenants and conditions restated, amended or created herein shall be substituted for and fully replace the easements, restrictions, covenants and conditions of their said Master Deeds. The Owners who have previously executed and recorded Waivers (or whose predecessors in title have executed and recorded Waivers) hereby ratify and affirm their prior Waivers and declare any easements, restrictions, covenants and conditions of their Master Deeds, as preserved or created by such Waivers, to be superseded, cancelled and replaced by the easements, restrictions, covenants and conditions restated, amended or created herein. The foregoing Waivers are subject to the additional provisions hereof and are intended to be in compliance with S.C. Code Ann. § 27-31-130 (1976), as amended. More particularly, through this Amended and Restated Declaration the undersigned Owners hereby waive

their respective regimes and regroup or merge the individual Units with the immediately underlying real property and subject Lot. As for the interests of any prior mortgagee, this Amended and Restated Declaration is obtained without consent and shall be ineffective as to any said prior mortgagees unless or until consent is obtained in accordance with said § 27-31-130 or until any such mortgages are satisfied.

B. Cancellation or Restatement of Prior Recorded Restrictions. As between and among the Owners, the reciprocal rights and obligations created by the Master Deeds, the Waivers, and the Association Governing Documents, are hereby consolidated, restated and cancelled. It is the specific intent of the Owners that this Amended and Restated Declaration and the amended Association Governing Documents shall be the exclusive instruments affecting operation and administration of the Association and the said Owners' real property interests within the Subdivision.

C. Quitclaiming of Adjoining Property Rights. For and in consideration of the premises, the reciprocal exchanges effected hereby and the mutual covenants and conditions herein, the receipt and sufficiency of which is hereby acknowledged, the undersigned Owners of Townhouse Lots designated "A" hereby grant, bargain, sell, remise, release and quitclaim unto the undersigned Owners of their adjoining and like-numbered Townhouse Lots designated "B" any and all right, title and interest they may have in any of the former Common Elements created by their respective Master Deeds. Likewise and for the same sufficient consideration, the undersigned Owners of Townhouse Lots designated "B" hereby grant, bargain, sell, remise, release and quitclaim unto the undersigned Owners of their adjoining and like-numbered Townhouse Lots designated "A" any and all right, title and interest they may have in any of the former Common Elements created by their respective Master Deeds. It is acknowledged that, as a consequence of the foregoing Waivers, the said interests in the former Common Elements have become and are interests of tenants in common, and it is therefore these interests of co-tenancy that are hereby quitclaimed. The net result of the foregoing quitclaim conveyances shall be that each of the said Owners shall hereafter be vested with fee simple absolute title to their own individual Townhouse Lots as indicated and particularly described in Exhibit A hereto, TO HAVE AND TO HOLD all and singular the said Lots of land and premises together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise

appertaining (collectively the "Premises") unto the various grantees, and the grantees' successors and assigns, forever.

D. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following limitations and provisions:

1. The right of the Association to suspend the voting rights of and Common Services for any Owner during any period when any assessment against said Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the covenants herein or the Association's published rules and regulations;
2. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Members has been recorded;
3. The right of the Association to impose rules and regulations for the use and enjoyment of Common Services and Common Areas and improvements thereon.

E. Delegation of Use. Any Owner may delegate, in accordance with the Association Governing Documents and rules and regulations, his rights of enjoyment of the Common Area and Common Services to the members of his family, his tenants, or contract purchasers who reside on the property.

III. ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

A. Automatic Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

B. Membership Classes and Voting. The Association shall have one class of voting membership composed of all Owners, each of whom shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Lot.

C. Special Provision for Owners of Unimproved Lots. It is acknowledged that the Subdivision was originally intended as a thirty unit condominium development with a Townhouse erected on each of the original fifteen lots shown on the Plat. It is now the desire of the Owner(s) of the Unimproved Lots to consider construction of single-family dwellings, rather than Townhouses, on some of the Unimproved Lots. In order to accommodate this desire and in recognition of the value and enhancement brought by new construction within the Subdivision, the Owners of the Townhouse Lots and the Association agree and hereby declare the following special provisions shall apply to the Unimproved Lots: Each Unimproved Lot depicted on the Plat shall hereafter be deemed one Lot, entitling its Owner to one vote; however, in the event a Townhouse is hereafter constructed upon any such Unimproved Lot and such Lot shall be subdivided and platted accordingly, then the said Lot shall be recast by such action of its Owner and thereafter will be treated as two separate Lots, with each new Lot and its Owners entitled to one separate vote.

D. Association Administration. The Association is acknowledged to be a non-profit corporation organized under the laws of the State of South Carolina. The Association shall be managed by a Board of Directors who shall be elected in accordance with the Association Bylaws, as amended, and who shall serve such terms, have such authority and bear such duties and responsibilities as prescribed therein.

IV. COVENANT FOR ASSESSMENTS

A. Lien Rights and Personal Obligations for Assessments. Subject to the further provisions and limitations hereof, the Owners, for each Lot owned within the Property, shall be obligated to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements and certain costs in excess of insurance proceeds. Such assessments are to be established and collected as hereinafter provided, and shall include any other amounts due to the Association by an Owner pursuant to any provision of this Amended and Restated Declaration. All of such assessments and other amounts due, together with interest, costs, and reasonable attorney's fees incurred by the Association in connection therewith, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment

fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

B. Purpose of Assessments. The assessments levied by the Association shall be used generally to preserve and protect the value of the Property and to promote the health, security, safety and welfare of the Owners of the Property and in particular, but not by way of limitation, shall be used for the following:

1. The procurement of insurance as hereinafter provided;
2. The construction, reconstruction, repair or replacement and maintenance of the Townhouses and other structures situated upon the Property as hereinafter provided;
3. Preservation and enhancement of the use and enjoyment of the Common Area, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, if any;
4. The employment of professionals to represent the Association when necessary;
5. The costs of such other Common Services, common needs and desires of the Owners as may arise consistent with the above-stated purposes.

C. Annual Assessments for Townhouse Lots.

1. The annual assessment for each Townhouse Lot is presently established as ONE THOUSAND ONE HUNDRED AND FORTY DOLLARS (\$1,140.00) per Townhouse Lot.
2. Beginning with the year 2004 and for each year thereafter, the Board of Directors shall review the annual assessment for Townhouse Lots and determine whether increases or reductions are necessary or desirable in light of anticipated costs and expenses authorized hereunder. Without the approval of the membership, the Board of Directors may increase the amount of the annual assessment for Townhouse Lots by not more than 10 % (for each calendar year) over the existing annual assessment for Townhouse Lots.
3. Notwithstanding the foregoing, at any time, the annual assessment for Townhouse Lots may be increased without limit by a vote of two thirds (2/3's) of the Owners of Townhouse Lots.

D. Annual Assessments for Unimproved Lots.

1. The annual assessment for each Unimproved Lot is presently established as \$105.00 per such Unimproved Lot. This different amount (relative to annual assessments for Townhouse Lots) is in recognition that no contribution toward property and casualty insurance shall be warranted as to such Lots, but that increased costs for general landscaping and natural upkeep shall be incurred as to such Lots. In all other respects, it is acknowledged that common services are equally enjoyed by the all Owners.
2. In the event a Townhouse is hereafter built upon any Unimproved Lot, then the Owner of such Lot shall become responsible for the payment of the then applicable annual assessment for Townhouse Lots commencing on, and prorated according to, the date the new Townhouse is added to the blanket policy of insurance covering all Townhouses on the Property.
3. In the event a freestanding single-family structure is hereafter built upon any Unimproved Lot, then the Owner of such Lot (then a "Single-Family Lot") shall be responsible for a distinct annual assessment imposed against such Single-Family Lot as adjusted from time to time in further acknowledgement that such single-family structure would not be covered under the blanket policy of insurance herein required for Townhouses. The annual assessment for Single-Family Lots is presently established as \$630.00, and such annual assessments for Single-Family Lots shall become payable upon issuance of a certificate of occupancy for such structure.
4. Beginning with the year 2005 and for each year thereafter, the Board of Directors shall review the annual assessments for Unimproved Lots and Single-Family Lots and determine whether increases or reductions are necessary or desirable in light of anticipated costs and expenses authorized hereunder. Without the approval of the membership, the Board of Directors may increase the amount of annual assessments for Unimproved Lots and Single-Family Lots by not more than five percent (5%) (for each calendar year) over the existing annual assessment for such Lots.
5. Notwithstanding the foregoing, at any time, the annual assessment for Unimproved Lots or Single-Family Lots may be increased without limit by a vote of two-thirds (2/3's) of the Owners of such Unimproved or Single-Family Lots.

E. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two thirds (2/3's) of Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors shall have the authority to levy a special assessment to pay the costs of construction, reconstruction, repair or replacement of the Townhouses or other structures situated upon the Property, when and only when such costs are in excess of the proceeds of insurance required to be carried hereunder on Townhouses or such other structures.

F. Uniform Rate of Assessment. Except as otherwise provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots subject to such assessments, and may be collected on a monthly basis.

G. Due Dates. The annual assessments provided for herein shall be collected on an annual, quarterly or monthly basis or in such other installments and times as the Board of Directors shall determine (and in each case the assessments shall be paid in advance and shall be due and payable on the first day of the year, quarter or month, respectively). At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment against each Lot and send written notice of such assessments to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have or have not been paid.

H. Effect of Nonpayment of Assessments or Other Amounts Due: Remedies of the Association. Any assessment or other amount due under this Declaration not paid within ten (10) days after the due date shall bear interest from the due date at the rate of one and a half percent (1½%) per month. Additionally, there shall be an administrative charge of \$50 imposed against the delinquent Owners and their Lots for each payment made ten (10) days past due. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment or lien. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the Common-Area, or denial

of Common Services or abandonment of his Lot or otherwise. In addition, the Association through its officers is hereby designated as attorney-in-fact for each Owner for the purposes of executing and recording a "Statement" or "Notice of Lien," setting forth the amount of the lien (without interest and costs of collection which shall continue to accrue) for any assessment or other amount not paid within thirty (30) days after the due date. Each Owner, by purchasing a Lot subject to this Amended and Restated Declaration, irrevocably consents for itself and its heirs, successors, or assigns to the filing of a Statement or Notice of Lien by the Association and consents to the recording and indexing of such Statement of Lien against the Owner and the Lot in the public records of Greenville County, South Carolina.

I. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or any conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

J. Exempt Property. All property dedicated to and accepted by a local public authority and all properties owned by the Association shall be exempt from assessments. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

V. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Board of Directors and approved in writing by said Board. The Board shall consider general aesthetics, the harmony of external design, the location of proposed improvements in relation to surrounding structures and landscaping and topography, but its approval shall not be arbitrarily or unreasonably withheld. The Board may delegate the authority to review plans and specifications to an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or

disapprove such design and location within twenty (20) days after said plans and specifications have been submitted to it, approval will not be required and the requirements of this Section will be deemed to have been met.

VI. PARTY WALLS

A. General Rules of Law to Apply. Each wall which is part of a Townhouse and placed on the dividing line between two Townhouse Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Amended and Restated Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Further, the remaining provisions of this Section shall be explicitly subject to the insurance and special assessment provisions of hereof.

B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it; and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

D. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

VII. EXTERIOR MAINTENANCE

A. Association's Responsibilities With Respect to All Lots and Common Areas. With respect to all Lots and the Common Areas, the Association shall provide lawn care, tree and shrub trimming, fertilization and general upkeep of all yards, vegetation and landscaping on the Property. This responsibility shall not obligate the Association to replace any dead or damaged trees, shrubs or vegetation except at the sole discretion of the Board of Directors. The Association further shall be responsible for maintaining or contributing to the maintenance of any common storm drainage lines and other facilities, including detention ponds, heretofore or hereafter constructed to serve the Property.

B. Association's Responsibilities With Respect to Townhouse Lots. The Association shall provide exterior maintenance upon each Townhouse as follows: paint, maintain, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements which are generally considered common to an entire Townhouse building. By way of specificity, but not by way of limitation, such exterior maintenance obligation shall specifically not include window or door glass or other glass surfaces, decks, porches, driveways, walkways or improvements erected by an Owner without the consent of the Association. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform the obligations provided herein. The Association shall maintain in full force and effect a termite bond on all of the Townhouses in the Property. All the foregoing Townhouse maintenance, repair and replacement costs, if not covered by insurance proceeds or annual assessments for such Townhouses, shall be funded from special assessments imposed according to the terms hereof; provided, however, in the event that the need for maintenance, repair, or replacement is caused by or through the willful or intentional acts of an Owner, his family, guests, or invitees, or in the event Townhouse insurance coverage is not available due to the acts or omissions of the damaged Lot's Owner, then the costs of such repairs shall be an assessment against such Owner and a lien against such Owner's Lot.

C. Fences. Any fence constructed by an Owner, whether on his Lot or otherwise, shall be subject to all drainage and utility easements and facilities, and the rights of the Owners to enter upon said easement areas to repair, replace, maintain, or otherwise exercise their rights in connection with said easement. The Owner of the fence shall bear all costs of moving, replacing, or repairing any fence displaced or damaged in connection with the use of said easements or facilities. No fence constructed by an Owner shall interfere with drainage or utilities servicing the Property or any other Lot(s). Any Owner who fences or encloses any portion of the Common Area or his Lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion as he elects and shall maintain the structural integrity and the appearance of the fence and fenced or enclosed portion at his own expense, provided that such maintenance does not hinder the Association in performing its Common Services or maintenance duties as to the Townhouses or other structures on the Property and the Common Area.

D. Owners' Responsibilities. All Owners shall, at their expense, water the grass, shrubbery and/or vegetation in front or behind, or, where applicable, to the side of their Lot(s), to the adjacent curbing. If an Owner fails to meet the requirements of this section, he shall bear the cost of the replacement of said grass, shrubbery and/or vegetation.

None of the foregoing maintenance obligations of the Association which are actually undertaken or conducted by an Owner shall reduce the assessments payable by such Owner to the Association.

D. Reimbursement of Association. In the event the Association incurs cost and expenses performing the obligations required of an Owner hereunder, the Owner shall reimburse the Association for said expenses within thirty (30) days of demand therefore. Said expenses shall be treated by the Association as an assessment against the Lot and collection thereof by the Association shall be enforced in the same manner.

VIII. USE RESTRICTIONS

A. Land Use and Building Type. No Lot shall be used except for residential purposes. Further, while Townhouses are specifically permitted and contemplated, no other multi-family structure that is inconsistent with the covenants and restrictions contained herein shall be allowed.

B. Sales and Construction Facilities Notwithstanding any provision in this Section VIII, any Lot Owner subject to assessments hereunder, its agents, employees and contractors shall be permitted to maintain during the period of construction and sale of the Lots on the Property upon any portion of the Lot as such Owner may choose, such facilities as may be reasonably required in the construction and sale of Lots including, but not limited to an office, storage area, construction equipment, signs, construction office, parking area and lighting and temporary parking facilities for all prospective tenants or purchasers.

C. No Other Business. No other business activity of any kind shall be conducted in any Lot or in the Property.

D. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

E. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or

maintained provided they are kept leashed or in enclosed areas, and are kept in compliance with applicable laws, and are not kept or maintained for commercial purposes.

F. Outside Antennas. No outside radio or television antennas or satellite dishes shall be erected on any Lot or dwelling unit within the Property unless and until permission for the same has been granted by the Board of Directors of the Association. In granting or denying such permission, the Board of Directors or Architectural Control Committee shall take into account factors such as the size, location, and appearance from the streets.

G. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot within the Property.

H. Vehicle Maintenance. No major repairs shall be permitted upon any automobile or other vehicle, boat, equipment or machinery on any Lot, Common Area or street at any time. No derelict or untagged automobiles, vehicles, boats, equipment or machinery may be placed or kept on any Lot, Common Area or street at any time.

IX. EASEMENTS

A. Utilities Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and as described in Exhibit A hereto. Subject to other provisions hereof, no structure, planting, or other material shall be placed or permitted to remain within the said easements which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

B. Encroachments. If, as a result of the construction of improvements approved by the Association, any portion of the Common Area now or hereafter encroaches upon any Lot, or if any Lot now or hereafter encroaches upon any other Lot or upon any portion of the Common Area, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building or for any other reason, there shall exist a valid easement for the encroachment and for the maintenance of the same so long as the improvement stands. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Lot.

**X. COVENANTS OF OWNERS AND ASSOCIATION REGARDING INSURANCE
AND OBLIGATION TO KEEP LOTS IN GOOD REPAIR**

A. The Owners of Townhouse Lots covenant with the Association, on behalf of themselves and on behalf of each subsequent Owner of such Townhouse Lots, and by acceptance of a deed, whether or not it shall be so expressed in said deed, the said Owners, are deemed to covenant as follows:

1. The Association shall obtain and maintain a group or blanket insurance policy providing all-risk property and casualty coverage with an appropriate endorsement such that the said insurance is for the full replacement value of the Townhouses built on the Property (hereinafter the "Townhouse Policy").
2. Premiums for the said Townhouse Policy shall be paid from the annual assessments collected from Owners of the insured Townhouses and in accordance with the terms hereof.
3. To the extent possible, the Townhouse Policy shall provide that insurance proceeds payable on account of loss of, or damage to, the real property shall be adjusted with the carrier(s) by the Association and shall be payable solely to the Owner's mortgagee, if any, and the Association as Insurance Trustee for the Owner(s). Such insurance proceeds shall be applied to repair or restoration of the Townhouses as hereinafter provided. Further the Townhouse Policy shall provide that coverage may not be cancelled by the carrier without first giving the Association and the interested mortgagee, if any, thirty (30) days written notice of cancellation. Further still, the said Townhouse Policy shall contain, if obtainable, a waiver of the right of subrogation against any Owner, members of the said Owner's family, the Association, its officers, agents and employees.
4. In the event of damage or destruction by fire or other casualty to any Townhouse or other property covered under the Townhouse Policy, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the covered property to as good a condition as formerly existed; provided, however, the affected Owners shall have the right to approve the contractor and shall specify the finishing particulars for restoration in accordance with the above

standard. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provisions agreed to by said bank or institution that such funds may be withdrawn only by signature of an Officer or agent of the Association duly authorized by the Board of Directors. The Board of Directors shall obtain bids such construction or repair from at least two reputable, licensed and insured contractors, and further the Board is charged and authorized to negotiate and contract with any such contractor for such construction or repair. The Board of Directors shall require any such contractor it engages to conduct such construction or repair to provide a full performance bond for the work to be undertaken.

5. Also, the Association may levy in any calendar year, a special assessment upon all Townhouses for the purpose of defraying the cost of construction, reconstruction, repair or replacement of any Townhouse, but such special assessment shall be imposed only to the extent that such insurance proceeds under a the Townhouse Policy are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as prior to damage or destruction by fire or other casualty covered by said insurance.
6. The reconstructed or repaired Townhouse shall be substantially identical to the destroyed Townhouse, unless a change shall be approved by the Board of Directors, and shall be constructed in conformity with plans submitted to and approved by the said Board prior to construction. It shall be the responsibility of the Board to ensure such reconstruction or repair commences not later than sixty (60) days after receipt of insurance proceeds and proceeds diligently to completion.
7. In the event a Townhouse is damaged or destroyed due to an uninsured cause, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the affected

Townhouse until paid by the Owner, unless the dwelling is thereafter acquired by the Association.

8. Any Townhouse which has been destroyed, in whole or in part, by fire or other casualty, and is substantially restored or reconstructed, shall be subject to the provisions of this Amended and Restated Declaration and to the Association Governing Documents, as amended.

B. The Association shall also obtain a broad form public liability policy covering all Common Area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees (hereinafter the "Liability Policy"). The limits of coverage provided under the said Liability Policy shall be determined by the Board of Directors and reviewed and adjusted from time to time at the said Board's discretion. Such Liability Policy shall contain a waiver of the right of subrogation against any Owner, members of the said Owner's family, the Association, its officers, agents and employees. The premium for this Liability Policy shall be paid from the annual assessments collected from all Owners.

C. Any Owner may, at his or her own expense, carry any and all other insurance deemed advisable by such Owner and beyond that included in the policies required to be purchased and maintained by the Association; provided, however, an individual Owner's choice to purchase and maintain such other insurance shall not relieve the said Owner of his or her obligation for assessments to pay for insurance maintained by the Association.

D. The Association shall maintain adequate fidelity coverage against dishonest acts by officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall:

- a. Name the Association as an obligee.
- b. Be written in an amount equal to at least 150% of the estimated annual operation expenses of the planned unit development project, including reserves.
- c. Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of employee or similar expression.

XI. GENERAL PROVISIONS

A. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

C. Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3's) of the Lot Owners; provided, however, no amendment made pursuant to this Section shall be effective until signed by the said two-thirds (2/3's) of the Owners and duly recorded in the Office of the Register of Deeds for Greenville County.

D. Lease of Dwelling. No dwelling shall be leased for less than six (6) months, nor may any Owner lease less than the entire Lot or Townhouse. Any lease must be in writing and provide that the terms of the lease and the occupancy of the unit shall be subject in all respects to the provisions of this Amended and Restated Declaration and the Association Governing Documents, and any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

E. Conflicts. In the event of any irreconcilable conflict between this Amended and Restated Declaration and the Association Governing Documents, the provisions of this Amended and Restated Declaration shall control.

XII. ANNEXATION OF ADDITIONAL PROPERTIES

A. Additional properties and improvements, including Common Area, may be annexed to the Property in the manner provided in this Article. Additional properties so annexed shall be merged with the Property herein described and any other previously annexed property, and shall be

BOOK 2063 PAGE 700

subject to the provisions of this Amended and Restated Declaration and to the Association Governing Documents.

B. Other contiguous properties may be annexed at any time upon the approving vote of two thirds (2/3's) of the Owners.

[SEPARATE SIGNATURE PAGES FOLLOW]


My Commission Expires: Nov 2, 2003

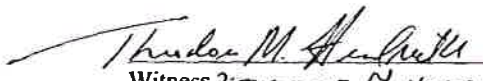
BOOK 2063 PAGE 703

Record Title Holder(s) for
Unit/Lot 1-B


Helen Bagwell
Helen Bagwell

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and
signatures in attestation hereof:

 (Signature)
Witness 1: WILLIAM SWEET (Printed Name)


 (Signature)
Witness 2: THEODORE M. HENDRICKS (Printed Name)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, WILLIAM SWEET, a Notary Public in and for the County and State aforesaid,
certify that Helen Bagwell appeared before me this day and acknowledged that she did sign,
seal and as her act and deed deliver the within written Amended and Restated Declaration of
Covenants and Restrictions.

WITNESS my hand and official stamp or seal this 4th day of AUGUST,
2003.


Notary Public for South Carolina
My Commission Expires: NOV 2, 2007

Record Title Holder(s) for
Unit/Lot 2-B

Evelyn H. Frey
Evelyn H. Frey

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and
signatures in attestation hereof:

William Sweet (Signature)
Witness 1: WILLIAM SWEET (Printed Name)

Theodore M. Hendricks (Signature)
Witness 2: THEODORE M. HENDRICKS (Printed Name)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, WILLIAM SWEET, a Notary Public in and for the County and State aforesaid,
certify that Evelyn H. Frey appeared before me this day and acknowledged that she did sign,
seal and as her act and deed deliver the within written Amended and Restated Declaration of
Covenants and Restrictions.


WITNESS my hand and official stamp or seal this 4th day of AUGUST,
2003.

Theodore M. Hendricks
Notary Public for South Carolina
My Commission Expires: NOV 2, 2003

Record Title Holder(s) for
Unit/Lot 3-A


Denise C. DeYoung

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and
signatures in attestation hereof:

 (Signature)
Witness 1: WILLIAM SWENT (Printed Name)


 (Signature)
Witness 2: THEODORE M. HENDRICKS (Printed Name)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, WILLIAM SWENT, a Notary Public in and for the County and State aforesaid,
certify that Denise D. DeYoung appeared before me this day and acknowledged that she did
sign, seal and as her act and deed deliver the within written Amended and Restated
Declaration of Covenants and Restrictions.


WITNESS my hand and official stamp or seal this 4th day of AUGUST,
2003.

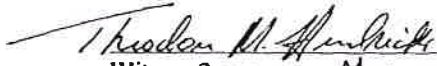

Notary Public for South Carolina
My Commission Expires: Nov 2, 2003

Record Title Holder(s) for
Unit/Lot 3-B


Phillip A. Snell

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and
signatures in attestation hereof:

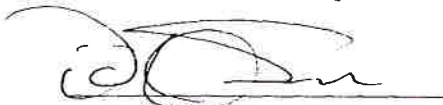
 (Signature)
Witness 1: WILLIAM SWEET (Printed Name)

 (Signature)
Witness 2: THEODORE M. HENDRICKS (Printed Name)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

I, William Sweet a Notary Public in and for the County and State aforesaid,
certify that Phillip A. Snell appeared before me this day and acknowledged that he did sign,
seal and as his act and deed deliver the within written Amended and Restated Declaration of
Covenants and Restrictions.

WITNESS my hand and official stamp or seal this 4th day of August,
2003.


Notary Public for South Carolina
My Commission Expires: Nov 2, 2003

Record Title Holder(s) for
Unit/Lot 5-A

June T. Grant
June T. Grant

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and signatures in attestation hereof:

Nerissa D. Lewis (Signature)
Witness 1: Nerissa D. Lewis (Printed Name)

Wanda G. Mote (Signature)
Witness 2: Wanda G. Mote (Printed Name)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

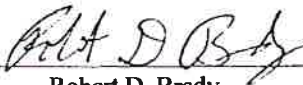
ACKNOWLEDGMENT

I, Cindy K. Morris Notary Public in and for the County and State aforesaid, certify that June T. Grant appeared before me this day and acknowledged that she did sign, seal and as her act and deed deliver the within written Amended and Restated Declaration of Covenants and Restrictions.


WITNESS my hand and official stamp or seal this 12th day of August, 2003.

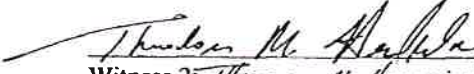
Cindy K. Morris
Notary Public for South Carolina
My Commission Expires: June 15, 2011

Record Title Holder(s) for
Unit/Lot 5-B


Robert D. Brady

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and
signatures in attestation hereof:


 (Signature)
Witness 1: WILLIAM SWEET (Printed Name)

 (Signature)
Witness 2: THEODORE M. HENDRICKS (Printed Name)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

I, WILLIAM SWEET a Notary Public in and for the County and State aforesaid,
certify that Robert D. Brady appeared before me this day and acknowledged that he did sign,
seal and as his act and deed deliver the within written Amended and Restated Declaration of
Covenants and Restrictions.

WITNESS my hand and official stamp or seal this 4th day of AUGUST,
2003.


Notary Public for South Carolina
My Commission Expires: Nov 2, 2003

Record Title Holder(s) for
Unit/Lots 6-11 and 15

Halter Properties

By: Frank B. Halter

General Partner, Halter Properties, a South Carolina Limited Partnership

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and signatures in attestation hereof:

William Sweet (Signature)

Witness 1: WILLIAM SWEET (Printed Name)

Theodore M. Hendricks (Signature)

Witness 2: THEODORE M. HENDRICKS (Printed Name)

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, WILLIAM SWEET a Notary Public in and for the County and State aforesaid, certify that FRANK B. HALTER General Partner, Halter Properties, appeared before me this day and acknowledged that (s)he did sign, seal and as his/her act and deed deliver the within written Amended and Restated Declaration of Covenants and Restrictions.

WITNESS my hand and official stamp or seal this 4th day of AUGUST, 2003.

Theodore M. Hendricks

Notary Public for South Carolina

My Commission Expires: NOV 2, 2003

Record Title Holder(s) for
Unit/Lot 12-A

Charles Benjamin Duke
Charles Benjamin Duke

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and signatures in attestation hereof:

Peggy E. Bradley (Signature)
Witness 1: Peggy E Bradley (Printed Name)

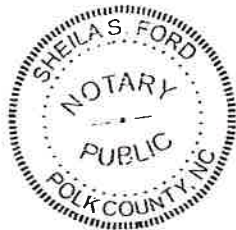
Kandis Martin (Signature)
Witness 2: Kandis Martin (Printed Name)

North Carolina
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, Sheila S Ford, a Notary Public in and for the County and State aforesaid, certify that Charles Benjamin Duke appeared before me this day and acknowledged that he did sign, seal and as his act and deed deliver the within written Amended and Restated Declaration of Covenants and Restrictions.

WITNESS my hand and official stamp or seal this 29th day of August, 2003.



Sheila S Ford
Notary Public for South Carolina
My Commission Expires: 6-13-05


Deborah Dobson Heicher

Janet R. Wilson (Signature)
Witness 1: Janet B. Wilson (Printed Name)

Witness 2: Jayne Cowens (Printed Name)

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

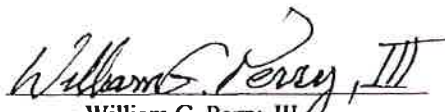
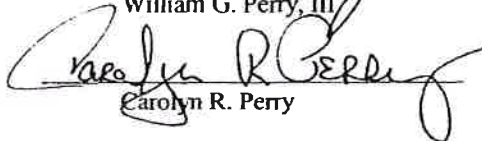
ACKNOWLEDGMENT

I, Jayne C Owens, a Notary Public in and for the County and State aforesaid, certify that Deborah Dobson Heicher appeared before me this day and acknowledged that she did sign, seal and as her act and deed deliver the within written Amended and Restated Declaration of Covenants and Restrictions.

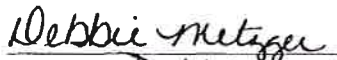
2002. WITNESS my hand and official stamp or seal this 10th day of September.


Jessie Owens
Notary Public for South Carolina
My Commission Expires: 8-24-2011

Record Title Holder(s) for
Unit/Lot 13-A


William G. Perry, III

Carolyn R. Perry

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and signatures in attestation herof:

 (Signature)
Witness 1: Debbie Metzger (Printed Name)

 (Signature)
Witness 2: Regina Lambert (Printed Name)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

I, Constance Lawrence a Notary Public in and for the County and State aforesaid, certify that William G. Perry, III and Carolyn R. Perry appeared before me this day and acknowledged that they did sign, seal and as their act and deed deliver the within written Amended and Restated Declaration of Covenants and Restrictions.

WITNESS my hand and official stamp or seal this 12 day of August, 2003.


Notary Public for South Carolina
My Commission Expires: 4-17-2013

Record Title Holder(s) for
Unit/Lot 13-B

D'Lorah Brady-Bissette
D'Lorah Brady-Bissette

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and
signatures in attestation hereof:

[Signature] (Signature)
Witness 1: William Sweet (Printed Name)

[Signature] (Signature)
Witness 2: Thomas M. Hendricks (Printed Name)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

I, William Sweet, a Notary Public in and for the County and State aforesaid,
certify that D'Lorah Brady-Bissette appeared before me this day and acknowledged that she
did sign, seal and as her act and deed deliver the within written Amended and Restated
Declaration of Covenants and Restrictions.

WITNESS my hand and official stamp or seal this 4th day of AUGUST.
2003.

[Signature]
Notary Public for South Carolina
My Commission Expires: Nov 2, 2003

Record Title Holder(s) for
Unit/Lot 14-B

Sheri L. Moore
Sheri L. Moore

HAVING WITNESSED the foregoing signature(s), we do hereby ascribe our names and
signatures in attestation hereof:

William Swent (Signature)
Witness 1: WILLIAM SWENT (Printed Name)

Theodore M. Handwerks (Signature)
Witness 2: THEODORE M. HANDWERKS (Printed Name)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

I, WILLIAM SWENT, a Notary Public in and for the County and State aforesaid,
certify that Sheri L. Moore appeared before me this day and acknowledged that she did sign,
seal and as her act and deed deliver the within written Amended and Restated Declaration of
Covenants and Restrictions.

WITNESS my hand and official stamp or seal this 4th day of AUGUST,
2003.

William Swent
Notary Public for South Carolina
My Commission Expires: NOV 2, 2003

EXHIBIT A

(Legal Descriptions)

Subdivision Property as a Whole:

All that certain piece, parcel, tract or lot of land located in Greer, Greenville County, South Carolina and more particularly shown as Lots 1-15, inclusive, and all common areas, driveways and parking areas, on a plat entitled "Village Greer" prepared by R. B. Bruce, RLS, dated July 30, 1980 and recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 7-X, Page 39 on September 10, 1980 and having the metes and bounds set forth on said plat.

Individual Lot Descriptions:

Lot 1-A

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin to the Point of Beginning; thence, N. 82-00 E. for a distance of 26.5 feet; thence, S. 7-53 E. for a distance of 116.85 feet; thence continuing S. 8-38 E. for a distance of 33.15 feet; thence, S. 82-00 W. for a distance of 54.0 feet to an iron pin; thence, N. 43-14 W. for a distance of 28.8 feet to an iron pin; thence, N. 11-31 E. for a distance of 134.0 feet to the Point of Beginning.

Lot 1-B

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin; thence, N. 82-00 E. for a distance of 75.0 feet to the Point of Beginning; thence, S. 8-00 E. for a distance of 150.0 feet; thence, S. 82-00 W. for a distance of 48.8 feet; thence, N. 8-38 W. for a distance of 33.15 feet; thence continuing N. 7-53 W. for a distance of 116.85 feet; thence, N. 82-00 E. for a distance of 48.5 feet to the Point of Beginning.

Lot 2-A

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
 thence, N. 82-00 E. for a distance of 122.5 feet to the Point of Beginning;
 thence, S. 8-00 E. for a distance of 84.0 feet;
 thence, continuing S. 8-00 E. for a distance of 32.0 feet;
 thence, continuing S. 8-00 E. for a distance of 34.0 feet;
 thence, S. 82-00 W. for a distance of 47.5 feet;
 thence, N. 8-00 W. for a distance of 150.0 feet;
 thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

Lot 2-B

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
 thence, N. 82-00 E. for a distance of 170.0 feet to the Point of Beginning;
 thence, S. 8-00 E. for a distance of 150.0 feet;
 thence, S. 82-00 W. for a distance of 47.5 feet;
 thence, N. 8-00 W. for a distance of 34.0 feet;
 thence, continuing N. 8-00 W. for a distance of 32.0 feet;
 thence, continuing N. 8-00 W. for a distance of 84.0 feet;
 thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

Lot 3-A

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
 thence, N. 82-00 E. for a distance of 217.5 feet to a Point of Beginning;
 thence, S. 8-00 E. for a distance of 84.0 feet;
 thence, continuing S. 8-00 E. for a distance of 32.0 feet;
 thence, continuing S. 8-00 E. for a distance of 34.0 feet;
 thence, S. 82-00 W. for a distance of 47.5 feet;
 thence, N. 8-00 W. for a distance of 150.0 feet;
 thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

Lot 3-B

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
thence, N. 82-00 E. for a distance of 265.0 feet to a Point of Beginning;
thence, S. 8-00 E. for a distance of 150.0 feet;
thence, S. 82-00 W. for a distance of 47.5 feet;
thence, N. 8-00-W. for a distance of 34.0 feet;
thence, continuing N. 8-00-W. for a distance of 32.0 feet;
thence, continuing N. 8-00-W. for a distance of 84.0 feet;
thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

Lot 4-A

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
thence, N. 82-00 E. for a distance of 312.5 feet to a Point of Beginning;
thence, S. 8-00 E. for a distance of 84.0 feet;
thence, continuing S. 8-00 E. for a distance of 32.0 feet;
thence, continuing S. 8-00 E. for a distance of 34.0 feet;
thence, S. 82-00 W. for a distance of 47.5 feet;
thence, N. 8-00 W. for a distance of 150.0 feet;
thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning;

Lot 4-B

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
thence, N. 82-00 E. for a distance of 360.0 feet to a Point of Beginning;
thence, S. 8-00 E. for a distance of 150.0 feet;
thence, S. 82-00 W. for a distance of 47.5 feet;
thence, N. 8-00 W. for a distance of 34.0 feet;
thence, continuing N. 8-00 W. for a distance of 32.0 feet;
thence, continuing N. 8-00 W. for a distance of 84.0 feet;
thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

Lot 5-A

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
 thence, N. 82-00 E. for a distance of 411.0 feet to the Point of Beginning;
 thence, S. 0-18 E. for a distance of 84.7 feet;
 thence, S. continuing 8-19 E. for a distance of 32.0 feet;
 thence, S. continuing 8-19 E. for a distance of 34.0 feet;
 thence, S. 82-00 W. for a distance of 40.0 feet;
 thence, N. 8-00 W. for a distance of 150.0 feet;
 thence, N. 82-00 E. for a distance of 51.0 to the Point of Beginning.

Lot 5-B

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
 thence, N. 82-00 E. for a distance of 439.2 feet to an iron pin;
 thence, S. 88-27 E. for a distance of 25.0 feet to the Point of Beginning;
 thence, S. 1-17 W. for a distance of 147.8 feet;
 thence, S. 82-00 W. for a distance of 40.0 feet;
 thence, N. 8-19 W. for a distance of 34.0 feet;
 thence, continuing N. 8-19 W. for a distance of 32.0 feet;
 thence, continuing N. 0-18 W. for a distance of 84.7 feet;
 thence, N. 82-00 E. for a distance of 28.2 to an iron pin;
 thence, S. 88-27 E. for a distance of 25.0 feet to the Point of Beginning.

Lot 6

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin
 thence, N. 82-00 E. for a distance of 439.2 feet to an iron pin;
 thence, S. 88-27 E. for a distance of 165.0 feet to the Point of Beginning;
 thence, S. 31-02 W. for a distance of 180.5 feet;
 thence, N. 77-56 W. for a distance of 51.3 feet;
 thence, N. 1-17 E. for a distance of 147.8 feet;
 thence, S. 88-27 E. for a distance of 140.0 feet to the Point of Beginning.

Lot 7

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
 thence, N. 82-00 E. for a distance of 439.2 feet to an iron pin;
 thence, S. 88-27 E. for a distance of 229.8 feet to the Point of Beginning;
 thence, S. 3-48 W. for a distance of 150.0 feet;
 thence, S. 75-30 W. for a distance of 135.9 feet;
 thence, N. 28-0 W. for a distance of 34.8 feet;
 thence, N. 31-02 E. for a distance of 180.5 feet.
 thence, S. 88-27 E. for a distance of 64.8 feet to the Point of Beginning.

Lot 8

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 375.1 feet to an iron pin;
 thence, N. 82-00 E. for a distance of 439.2 feet to an iron pin;
 thence, S. 88-27 E. for a distance of 229.8 feet to an iron pin;
 thence, S. 3-48 W. for a distance of 150.0 feet to an iron pin and the Point of Beginning;
 continuing S. 3-48 W. for a distance of 190.0 feet;
 thence, N. 48-29 W. for a distance of 175.0 feet to an iron pin;
 thence, N. 16-47 E. for a distance of 41.3 feet to an iron pin;
 thence, N. 75-30 E. for a distance of 135.9 feet to an iron pin to the Point of Beginning.

Lot 9

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138.0 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 420.6 feet to an iron pin;
 thence S. 60-07 E. for a distance of 39.7 feet;
 thence S 62-50 E. for a distance of 43.3 feet to the Point of Beginning;
 thence N. 66-21 E. for a distance of 42.5 feet;
 thence S. 48-29 E. for a distance of 175 feet;
 thence S. 4-36 E. for a distance of 116.4 feet;
 thence N. 74-36 W. for a distance of 147.4 feet;
 thence N. 12-01 W. for a distance of 179.8 feet to the Point of Beginning.

Lot 10

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138.0 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 420.6 feet to the Point of Beginning;

thence S. 60-07 E. for a distance of 39.7 feet;

thence S 62-50 E. for a distance of 43.3 feet;

thence S. 12-01 E. for a distance of 179.8 feet;

thence N. 74-36 W. for a distance of 100.0 feet;

thence N. 4-14 W. for a distance of 189.4 feet to the Point of Beginning.

Lot 11

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138.0 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 330.6 feet to the Point of Beginning;

thence continuing N. 82-00 E. for a distance of 90.0 feet;

thence S 4-14 E. for a distance of 189.4 feet;

thence N. 74-36 W. for a distance of 85.0 feet;

thence N. 7-50 W. for a distance of 155.2 feet to the Point of Beginning.

Lot 12-A

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 330.6 feet to the Point of Beginning;

thence; S. 7-50 E. for a distance of 155.2 feet;

thence, N. 74-36 W. for a distance of 5.0 feet to an iron pin;

thence, S. 81-57 W. for a distance of 42.7 feet;

thence, N. 7-52 W. for a distance of 153.3 feet;

thence, N. 82-00 E. for a distance of 47.4 feet to the Point of Beginning.

Lot 12-B

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138.0 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 283.2 feet to the Point of Beginning;

thence, S. 7-52 E. for a distance of 153.3 feet;

thence, S. 81-57 W. for a distance of 47.3 feet;

thence, N. 7-59 W. for a distance of 153.3 feet;

thence, N. 82-00 E. for a distance of 47.6 feet to the Point of Beginning.

Lot 13-A

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138.0 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 235.6 feet to the Point of Beginning;

thence, S. 7-59 E. for a distance of 153.3 feet;

thence, S. 81-57 W. for a distance of 47.5 feet;

thence, N. 7-59 W. for a distance of 153.35 feet;

thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

Lot 13-B

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138.0 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 188.1 feet to the Point of Beginning;

thence, S. 7-59 E. for a distance of 153.3 feet;

thence, S. 81-57 W. for a distance of 47.5 feet;

thence, N. 7-59-W. for a distance of 153.4 feet;

thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

Lot 14-A

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138.0 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 93.1 feet to the Point of Beginning;

thence, S. 07-35 E. for a distance of 29.5 feet;
thence, continuing S. 7-10 E for a distance of 32.0 feet;
thence, continuing S. 8-24 E for a distance of 91.9 feet;
thence, S. 81-57-00 W. for a distance of 47.5 feet;
thence, N. 07-59 W. for a distance of 153.5 feet;
thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

Lot 14-B

Beginning at an iron pin on the eastern side of Village Drive at the joint front corner of premises herein described of other property now or formerly of Village Greer, said iron pin being 960 feet from the intersection of Memorial Drive Extension and running thence with the eastern side of Village Drive N. 11-31 E. for a distance of 138.0 feet to an iron pin; thence N. 46-46 E. for a distance of 40.8 feet to an iron pin; thence N. 82-00 E. for a distance of 140.6 feet to the Point of Beginning;

thence, S. 7-59 E. for a distance of 153.4 feet;
thence, S. 81-57 W. for a distance of 47.5 feet;
thence, N. 8-24 W. for a distance of 91.9 feet;
thence, N. 7-10 W. for a distance of 32.0 feet;
thence, N. 7-35 W. for a distance of 29.5 feet;
thence, N. 82-00 E. for a distance of 47.5 feet to the Point of Beginning.

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Judy A. Hix