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GREENVILLE S.C.
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R.M.C.

NationsBank
SOUTH CAROLINA
100 N. TRYON ST.
CHARLOTTE, NC 28202

AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BROOKFIELD SOUTH

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKFIELD SOUTH (this "Amendment") is made as of the 22nd day of November, 1993, by NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant has subjected certain real property in Greenville County, South Carolina, to that certain Declaration of Easements, Covenants, Conditions and Restrictions for Brookfield South (the "Declaration") recorded in the R.M.C. Office in Greenville County, South Carolina, on the same date this Amendment is recorded in such office;

WHEREAS, Declarant desires to amend the Declaration in certain respects as provided herein;

WHEREAS, as of the recordation of this Amendment, Declarant owns all of the acreage of the Property subject to the Declaration and therefore has the requisite voting control to unilaterally amend the Declaration; and

WHEREAS, all defined terms used in this Amendment, as indicated by the initial capitalization thereof, shall, unless otherwise specifically defined herein, be deemed to have the same meaning as assigned to such terms in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Pursuant to the terms of Article IV, Section 2(b) in the Declaration, Declarant hereby terminates the Class B membership for all purposes under the Declaration.
2. The second paragraph of Article VI, Section 4 in the Declaration is hereby deleted in its entirety and is replaced with the following paragraph:

The Association may levy special assessments only upon the affirmative vote of the Owners of more than fifty percent (50%) of the acreage within the Property.

3. Notwithstanding the terms and provisions in Article VII, Section 1 in the Declaration, assessments under the Declaration shall be applicable to the portions of the Property owned by Declarant from time to time to the same extent and in the same manner that such assessments apply to other portions of the Property that are owned by other Owners.

4. The second and third sentences in Article VIII, Section 5 in the Declaration are hereby deleted in their entirety and are replaced with the following sentences:

If within fifteen (15) days after the notice of such violation is given, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps to remove and terminate same, Declarant (so long as Declarant owns any portion of the Property, provided such right is not assignable by Declarant pursuant to Article X, Section 5 herein and shall not inure to the benefit of Declarant's successors and assigns pursuant to Article X, Section 4 herein) or the Architectural Review Committee shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. Declarant (so long as Declarant owns any portion of the Property, provided such right is not assignable by Declarant pursuant to Article X, Section 5 herein and shall not inure to the benefit of Declarant's successors and assigns pursuant to Article X, Section 4 herein) or the Architectural Review Committee, or any such agent of either, shall not thereby be deemed to have trespassed upon such Lot and shall be subject to no liability to the Owner or occupant of such Lot for such entry taken in connection with the removal of any violation.

5. As contemplated in Article VIII, Section 7 in the Declaration, Declarant hereby acknowledges that Declarant's right and power to appoint the members of the Architectural Review Committee, shall, upon the execution and recordation of this Amendment and without any further action by or on behalf of Declarant, be transferred entirely and irrevocably to the Association.
6. The text in Article VIII, Section 9 in the Declaration is hereby deleted in its entirety and is replaced with the following:

Rights of Inspection. Any agent of Declarant (so long as Declarant owns any portion of the Property, provided such right is not assignable by Declarant pursuant to Article X, Section 5 herein and shall not inure to the benefit of Declarant's successors and assigns pursuant to Article X, Section 4 herein) or the Architectural Review Committee may, at any reasonable time or times, enter upon and inspect any Lot and any improvements or Structures thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of improvements and Structures thereon and the use or uses conducted thereon are in compliance with the provisions hereof; and neither Declarant nor the Architectural Review Committee, nor any such agent of either, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7. The second sentence in Article X, Section 1(b) in the Declaration is hereby deleted in its entirety and is replaced with the following sentence:

Notwithstanding anything to the contrary contained in this Declaration, in the event Declarant or its successors or assigns (as Declarant) continue(s) to own portions of the Property or one or more Lots therein, no modification or amendment of this Declaration may be made without the approval of Declarant and its successors and assigns (as Declarant) if such modification or amendment would have the effect of (i) making the restrictions in the Architectural Guidelines less stringent or less

restrictive than the Initial Architectural Guidelines attached hereto as Exhibit B, (ii) altering or modifying any voting requirements or procedures set forth in this Declaration, (iii) affecting any rights granted to or reserved for Declarant (as Declarant) hereunder or (iv) modifying or amending the restrictions and provisions in Article VIII, Section 1 herein.

8. Declarant hereby waives its right to assign its rights in Article X, Section 2 in the Declaration to any successor or assign of Declarant pursuant to Article X, Section 5 in the Declaration.

9. The first sentence in Article X, Section 5 herein is hereby deleted in its entirety and is replaced with the following sentence:

Except as otherwise specifically provided herein, any and all rights, powers, easements and reservations of Declarant herein contained may be assigned to (i) the Association or (ii) any person(s), corporation(s), association(s) or other legal entity(ies) (A) which has an ownership interest in some portion of the Property, (B) which has experience in owning, managing or developing similar properties, and (C) which will assume the duties of Declarant pertaining to the particular rights, powers, easements and reservations assigned; and upon any such person(s), corporation(s), association(s) or other legal entity(ies) evidencing his or its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

10. Pursuant to Article X, Section 5 in the Declaration, Declarant hereby irrevocably assigns to the Association all of its rights under Article X, Section 8 in the Declaration.

11. The following sentence is added at the end of the first paragraph in Article X, Section 14 in the Declaration:

In no event shall the easement rights reserved in this Section 14 benefit any property outside the boundaries of the Property.

12. The text in Article X, Section 17 in the Declaration is hereby deleted in its entirety and is replaced with the following:

Rezoning. For a period of twenty (20) years from the date hereof, no Owner or contract purchaser of any Lot shall apply for rezoning, changes or proffers, special use permits or special exceptions (collectively, a "Variance") for any part of the Property without the prior written consent of the Declarant or the Association, which consent may be granted or withheld in their sole discretion (provided any assignee pursuant to Article X, Section 5 herein of Declarant's rights under this Section 17 shall be required to exercise its discretion under this Section 17 in a reasonable manner); provided, however, any Owner may apply for a Variance without the prior consent of Declarant or the Association for the purpose of complying with zoning, subdivision or land use regulations or ordinances.

- 13. The following section is added at the end of the Initial Architectural Guidelines attached as Exhibit B to the Declaration:

COMMON PROPERTY MAINTENANCE

The Common Property, including all landscaping within the Common Property, shall be maintained in a first-class condition consistent in all respects with the standards being employed in connection with the maintenance of the Common Property as of the date of this Declaration. So long as Declarant or its successors or assigns (as Declarant) continue(s) to own portions of the Property or one or more Lots therein, no modification or amendment may be made relative to the terms and provisions in this paragraph without the approval of Declarant and its successors and assigns (as Declarant).

Except as modified herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed and sealed as of the day and year first above written.

NATIONSBANK OF NORTH CAROLINA, N.A.,
AS TRUSTEE FOR THE NCNB REAL ESTATE
FUND

[CORPORATE SEAL]

Attest:

[Signature]
Assistant Secretary

By: [Signature]
Vice President

WITNESS:

[Signature]
[Signature]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PERSONALLY APPEARED before me the above named witness who made oath that s/he saw the within named Grantor sign, seal, by and through Milton R. Hodges as Senior Vice President, and Henry C. Lomar, Jr. as Assistant Secretary, as and for the act and deed of the Grantor deliver the within written deed, and that s/he with the other witness who signed above witnessed the execution thereof.

Sworn to before me this 22nd
day of November, 1993.

Richard Zuly

Susan Leigh Hill
Notary Public for North Carolina
My commission expires: 3-14-98

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FILED FOR RECORD IN GREENVILLE
COUNTY SC RMC OFFICE AT 04:20 PM
11/24/93 RECORDED IN DEED
BOOK 1539 PAGE 0931
DOC # 93082467