

STATE OF SOUTH CAROLINA) AMENDED AND RESTATED
) DECLARATION OF
) COVENANTS AND RESTRICTIONS FOR
 COUNTY OF GREENVILLE) VILLAGE TOWNHOUSES
) HOMEOWNERS ASSOC INC

Back 2063 page 6&C

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 the 25th day of April, 2005.

WHEREAS, this 25th day of April, a special meeting of the homeowners of Village Townhouses was called with one hundred percent of all owners being represented, either in person or by proxy, for the sole purpose of amending the current covenants and restrictions. Each of the following additions, deletions, or substitutions were discussed at length and voted on. There was a Quorum present at this meeting. All changes required 2/3 vote by the majority. All additions, deletions and substitutions were passed, with no opposing votes.

CHANGES

Changes are in reference to The Village Townhouses AMENDED AND RESTATED COVENANTS AND RESTRICTIONS which are referenced in the Register of Deeds, for the County of Greenville, State of South Carolina. All additions, deletions and substitutions that follow, relate to this document, and will be referenced by VTA page, Book and Page recorded in the Register of Deeds Office for the County of Greenville, State of South Carolina.

VTA Page nine, Book 2063 Page 688 Section B, Purpose of Assessments, Article 2. The words "repair" and "maintenance" will be deleted from this paragraph, so that the paragraph will now read;

2. The construction, reconstruction, and replacement of the Townhouses and other structures situated upon the Property, as hereinafter provided;

VTA Page thirteen, Book 2063 Page 692, Article A. The words "tree", text "except at the sole discretion of the Board of Directors", will be deleted to read;

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, and shrub trimming, fertilization and general upkeep of all yards, vegetation, and landscaping on the Property. Their responsibility shall not obligate the Association to replace any dead or damaged trees, shrubs or vegetation. 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.

VTA Page 14, Book 2063 Page 693, Article B. The words "paint", "maintain", "gutters", "downspouts", "exterior building surfaces", and "other exterior improvements which are generally considered common to an entire Townhouse building", "without the consent of the Association" will be deleted, and verbiage pertaining to whom will bear the cost of termite inspections, and when they are to be performed, will be added so that the paragraph reads;

B. Association's Responsibilities With Respect to Townhouse Lots. The Association shall provide exterior maintenance upon each Townhouse as follows: repair, replace and care of

roofs. 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. 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 homeowners will be responsible for paying for the cost of the yearly termite inspection for their individual unit. Termite inspections are to be performed by no later than March of each calendar year. All of the foregoing Townhouse 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 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.

VTA Page fifteen, Book 2063, Page 694, Article D. Verbiage will be added so that the paragraph reads:

- C. Owner's 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 the said grass, shrubbery and/or vegetation. All Owners are responsible for the exterior maintenance of their units and building. This covers any part or surface of the building, including the siding or covering, with the exception of the roof, roof replacement or repairs. Maintenance to units and buildings are to be performed as follows: Painting, (beginning in the year 2005, and to be evaluated every five years thereafter) every five years, pressure washing once per year, gutter cleaning twice per year, and termite inspection yearly. If scheduled maintenance is not performed, the Association will have the work done at the Owner's expense. The Board of Directors will be responsible for ensuring that all Homeowners perform the required maintenance according to schedule, and will coordinate vendors for jobs, for those Owners who are interested. Work may be performed by the Owners themselves, or by anyone of their choosing, so long as the work meets the uniformity requirements of the other buildings. All owners must agree on paint colors for both sides of their individual units, so that both sides match. Color choices must be traditional and conservative in color and in keeping with the original style and architecture of the buildings. Any colors other than those conservative and traditional in appearance, require prior approval from the Board of Directors.

Additions

Verbiage to read as follows:

No assessments/spending or expenses greater than one hundred dollars (\$100.00) will be allowed unless there is a full meeting by all Homeowners and a 2/3 vote taken. This rule does not apply to

the usual monthly expenses, or to individual painting assessments, or to roof repairs, or in the case of emergency.

REGIME FEES

Beginning in June 2005, the monthly Regime Fee will be decreased from \$105.00 to \$80.00. Regime Fees are considered late when not paid by the fifteenth of each month. A \$5.00 late fee will be added to all accounts not paid on time.

EXHIBITS

The following are submitted as exhibits to these additions, deletions and changes:

~~Exhibit A~~ Sign In Sheet from April 25, 2005 Meeting *Dee*

~~Proxy Listing~~

- " B Agenda of Meeting
- " C Minutes of Meeting
- " D Proposed Yearly Budget
- " E Proposed Yearly Maintenance Schedule

Village Townhouses Homeowners Association, Inc.

Dee Reeves-Bray
Dee Reeves-Bray, President VTA

Allison Grubbs
Allison Grubbs, Vice President

Helen Bagwell
Helen Bagwell, Secretary-Treasurer

~~200~~
200

~~Sign~~ ~~Witness~~

Witnessed

- | | | | |
|---------------------|-------------------|-----|---------------|
| 1. June Grant | June Grant | ack | Ann Wilkinson |
| 2. Heather Clayton | Heather Clayton | ack | Ann Wilkinson |
| 3. D. Brady Bissett | Dee Brady Bissett | ack | Ann Wilkinson |
| 4. Denise DeYoung | Denise DeYoung | ack | Ann Wilkinson |
| 5. Rachel Cox | Rachel Cox | ack | Ann Wilkinson |
| 6. Helen R. Baysal | Helen Baysal | ack | Ann Wilkinson |
| 7. S. Dee Reeves | Dee Reeves | ack | Ann Wilkinson |
| 8. Judy Reeves | Judy Reeves | ack | Ann Wilkinson |
| 9. Marka Hix | Marka Hix | ack | Ann Wilkinson |
| 10. Allison Grubbs | Allison Grubbs | ack | Ann Wilkinson |
| 11. Evelyn Frey | Evelyn Frey | ack | Ann Wilkinson |
| 12. Karol Kemp | Karol Kemp | ack | Ann Wilkinson |

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS 25 DAY OF April, 2005, BY
Property Owners of Village Townhouses

Loanne R. Peabody
NOTARY PUBLIC STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES March 16, 2008

April 25, 2005

Agenda for Financial Meeting

Call to Order

Overview of Meeting Topics

Review of Current Finances

Regime Fees

Review of Current and Proposed Budget

Discussion of Changes to Amendments

Questions/Discussion

Motions

Voting

Adjournment

The Village Court Homeowners Association met in a specially called financial meeting on April 25th, 2005 at the Jean Smith Library in Greer, SC. A quorum was present and the meeting was called to order. All absent owners sent proxies.

The members were welcomed by the President, Dee Bray. She handed out a folder of materials, which included a proposed revision of the yearly budget and a yearly maintenance schedule, as well as a proposal to make all homeowners responsible for their own exterior maintenance as well as the cost of the yearly termite inspection. Each board member expressed her special issues concerning the current budgeting and maintenance system. Then Dee Bray led the discussion of the materials in the folder. An open discussion was held, with all present participating in the meeting. Everyone was encouraged to state their opinions on how the Homeowners Association should be operated. Members were then asked if anyone would like to make motions to change certain amendments, and to adopt the proposed yearly maintenance schedule and budget as it read. Motions were then made and voted on. There were no opposing votes.

The following were proposed, seconded, and received the required 2/3 approval:

1. That the pressure washing, tree maintenance , painting, gutter cleaning, and all other exterior maintenance , as well as the cost of yearly termite inspection, and insurance deductibles be taken out of the requirements of the association, and that owners be responsible for them. It was seconded. It passed.
2. Additional spending/assessments more than \$100.00 would not be allowed without special meeting of all homeowners and would require a 2/3 vote. This excludes monthly bills and individual painting assessments.
3. Beginning in 2005, each homeowner will be responsible for painting their individual unit. Thereafter, painting will be re-evaluated every 5 years.
4. Yearly maintenance schedule adopted as follows: Painting every 5 years, gutter cleaning twice per year, pressure washing once per year, termite inspection once per year.
5. That we change to Poole's for termite inspections.
6. That the regime fee be reduced from \$105.00 to \$80.00 beginning June 2005.
7. Voted to leave termite inspection in the association requirements, but each owner would be assessed for the cost of the termite inspection for their unit each year.

It was recommended that the board meet with Craig Ticknor and Mark Thornton, who are the builders of the new patio homes next to our property. The board agreed to meet with them.

The board stated that they would mail materials to owners, which were absent, and minutes to all owners.

Submitted by
Helen Bagwell
Secretary/ Treasurer
Village Court Owners Association

Additional new information:

The yard sale has been rescheduled for May 14th.

All units must be painted by September 1, 2005. If you live in a building where the shutters and doors have been painted within the past two years, you are not required to repaint them, but you will be responsible for the painting your overhangs, eaves, gutters and wrought iron. If your entire building needs painting, you must agree with your neighbor on the door and shutter color if you wish to change it. Color choices must be conservative and traditional in appearance, and in keeping with the original architecture and style of the buildings. Any colors that do not fall within these guidelines require prior approval from the Board of Directors. You may do the painting yourself if you wish, as long as the work meets the uniformity standards of all other buildings. If you want Joe Henderson to do your painting (our least expensive bid -see cost sheet in your packet), contact Dee Bray by May 15th (this time has been extended). Joe will begin painting at the end of May and will paint in the order that requests are received. This pricing was based on a group rate, so if you wait until the September deadline to paint your unit, your cost could be higher.

The Board would like to thank you for attending and participating in the meeting. Your thoughts and opinions are extremely important to us all, and the open discussion was very helpful. Remember WE ALL ARE the Association!!

Proposed Regime Fee

D

BOOK 2149 PAGE 99

| | | | |
|---------------------|--------------------------|-----------------------------|----------------|
| Insurance | — 6000. ⁰⁰ | } We can expect increase | } MUST Have |
| Lawns | — 6300. ⁰⁰ | | |
| Accounting Services | — 1425. ⁰⁰ | | |
| Lic. & Fees | — 25. ⁰⁰ | | |
| <hr/> | | | |
| Total | \$ 13,750. ⁰⁰ | | |

\$ 13750.00

÷ 12 months

1145.83

÷ 17 Regime Fee

\$ 67.40 per month

80.00 Regime Fee

Leaves \$12.60 per unit
per month for Reserve Fund

\$ 12.60 x 17 = 214.20 per month x 12 Mos

\$ 2570.40 per year for
Pension

- ~ \$2570.40 added to whatever is left over
 ~ after insurance is paid.

No Exterior Maint. will be provided. No trees covered. The Association will cover Pools and Insurance and Lawns only. The Association would also not be responsible for any deductibles for any unit.

- ~ Homeowners will save \$300^w per year in Regime Fees. This will allow them to:

125^w - pressure washing > 1x year

40^w - gutter cleaning > 2x's per year

50^w - Termite Yearly Inspection

\$215^w cost for maint.

300.00
 - 215.00

85.00 left over per year for your own reserve fund, for other repairs, maint mulch etc

Proposed Yearly Maintenance Schedule

June and December - Gutter Cleaning

July - Pressure Washing

March - Termite Inspection

The Board of Directors will be responsible for passing out sign up sheets for maintenance. They will let homeowners know when the services will be provided, as well as by whom and how much they will cost. This will insure uniformity of appearance in our neighborhood, and give each homeowner access to vendors for services. We have been quoted "group pricing" on these services. The more people who participate, the more money we save. If additional services such as extra gutter cleaning are desired, we will try to coordinate these for you as well.

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 09:44 AM
06 09 05 RECORDED IN DEED
BOOK 2149 PAGE 0090 THRU 0101
DOC # 2005051146 *Timothy H. King*