



Timothy J. Hanney

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR HAMPTON TOWNES

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR HAMPTON TOWNES (the "First Amendment"), made this 10th day of July, 2020, by Integras Cedar Lane, LLC, a South Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant has previously subjected certain property to that Declaration of Covenants, Conditions, Restrictions, and Easements for Hampton Townes recorded on December 3, 2019, in Deed Book 2582, Page 882, in the Office of the Register of Deeds for Greenville County (the "Declaration"), said property being more particularly described on Exhibit A attached to the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to the extent set forth in this First Amendment.

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

- 1. Definitions. The following definitions are hereby added to Article I of the Declaration:

Act: The South Carolina Homeowners Association Act, as contained in Title 27, Chapter 30 of the South Carolina Code of Laws (or as contained in any successor portion of the South Carolina Code of Laws), as the same exists from time to time.

Restoration Costs: The cost of repairing, replacing, restoring or reconstructing all loss, damage or destruction to the applicable portion of the Community (including the deductible under any applicable insurance policies) or any part thereof, including all costs of adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural and engineering fees; fees of the Association; demolition, removal and disposal fees; costs of securing and protecting the portions of the Community to be Restored; accounting fees and costs; and attorneys' fees and costs; construction costs, and the Association's fees and costs for reviewing the plans for the Restoration and holding and disbursing the insurance proceeds and other funds.

Restore, Restoration, Restoring or any similar term: Any one or more of the following, as the context requires: debris removal, alteration, re-construction, installation, inspection, examination, repair, replacement, repainting, restoration of an improvement lost or damaged by fire or other casualty, deterioration or obsolescence, or any taking by condemnation or eminent domain proceedings.”

2. Insurance. Article VI of the Declaration is hereby deleted in its entirety and replaced with the following:

“Article VI

Insurance and Casualty Losses

Section 1. Insurance by Owners.

(a) Each Owner of a Lot other than a Builder shall maintain: (1) property insurance on all Excluded Property (as defined herein) on its Lot insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, wind and hail, and flood; and the total amount of such insurance after application of any deductibles shall be not less than one hundred percent (100%) of the Restoration Costs of the insured property at the time the insurance is purchased and at each renewal date; (2) liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Lot; and (3) insurance insuring personal property, additional living expense, and any other coverage obtainable to the extent and in the amount such Owner deems necessary to protect his own interest.

(b) If the insurance described in subsection 1(a) is not reasonably available, the Owner promptly shall cause notice of that fact to be hand-delivered or sent by United States certified mail, return receipt requested, to the Association.

(c) Insurance policies carried pursuant to subsection 1(a) shall provide that: (1) the Association is an additional insured under the policy to the extent of the Association’s insurable interest; (2) the insurer waives its right to subrogation under the policy against the Association; (3) no act or omission by the Association, unless acting within the scope of the Association’s authority on behalf of the Owner, will preclude recovery under the policy; and (4) if, at the time of a loss under the policy, there is other insurance in the name of the Association covering the same risk covered by the policy, the Owner’s policy provides primary insurance.

(d) An insurer that has issued an insurance policy under this section shall, upon written request, issue a certificate or memoranda of insurance to the Association, and any such policy shall provide the issuing insurer may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association.

(e) Any improvement on a Lot for which insurance is required under subsection 1(a) which is damaged or destroyed shall be Restored promptly by the Owner of such Lot unless: (1) Restoration would be illegal under any State of South Carolina or local health or safety statute or ordinance; or (2) the Owners of all Lots so damaged or destroyed decide not to Restore by an

eighty percent (80%) vote. The Owner of a Lot shall be responsible for the cost of Restoration of any improvement on such Lot in excess of insurance proceeds received by such Owner. If an Owner fails to insure as required pursuant to the provisions of subsection 1(a) and such insurance would have covered a loss had such insurance been purchased and obtained, the Association may undertake the Restoration of any improvement on the Lot and assess the Owner the cost of all such repairs as an Assessment.

Section 2. Insurance by the Association.

(a) The Association shall obtain and maintain insurance coverage required by the Act and, unless prohibited by the Act, obtain and maintain insurance covering the following, the cost of which will be a Common Expense:

(i) Property insurance on the Common Property insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils; and the total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies;

(ii) A blanket property insurance policy providing “special perils” coverage for the “Building Shell” of each Townhome located in the Community from time to time, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof (before application of reasonable deductibles). If “special perils” coverage is not available, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Association may additionally obtain such other property insurance for the Townhomes as the Association may determine to be necessary or desirable.

(1) The “Building Shell” shall consist of the following components of each Townhome: (a) all structural components, including the foundation, footers, pilings, girders, beams, supports, walls (including all exterior walls, weight bearing walls, party walls and all other walls of a Townhome) and all studs, drywall, sheetrock or gypsum board attached to such walls; all slabs pillars, columns, insulation, exterior finishes or facades attached or affixed to any of the foregoing; all floor slabs; and all roofs, roof trusses, roof support elements, fascia soffits, roofing materials and insulation; (b) essential and permanent installations and equipment for electrical, plumbing, and mechanical systems and all ventilation, air conditioner and heating equipment and duct work for ventilation, heating and air conditioning systems; all plumbing and electrical fixtures including HVAC and water heaters; (c) windows and doors, garage doors, skylights and exterior glass; and (d) pipes, conduits, ducts, vents, wires and other service and utility lines; all of the foregoing as shown on the construction plans used to obtain building permits for the Townhomes (collectively, the “Insured Townhome Property”).

(2) Notwithstanding the foregoing, the Insured Townhome Property shall not include, and shall specifically exclude, the following (“Excluded Property”): all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by any Owner, tenant, guest or predecessor in interest; all

additions, alterations, betterments or improvements owned, supplied or installed by any Owner, tenant, guest or predecessor in interest; all appliances; and window treatments within any Townhome.

(iii) Flood insurance covering loss or damage to the Insured Townhome Property in the event it is located in Flood Zone A or V as defined by the Federal Emergency Management Agency ("FEMA"). The Association may obtain such insurance through any available governmental programs providing for such coverage.

(iv) General liability insurance covering loss or damage to Persons or property arising out of or in connection with the use, ownership or maintenance of the Common Property. Such insurance shall cover the acts or omissions of the Association, its officers, directors, employees, contractors, agents or invitees on or about or in connection with the Townhomes or adjoining driveways and walkways, and with a cross liability endorsement to cover liability of Owners as a group to any Owner, and vice versa. The coverage amount for such insurance shall be required by the Board, but with a minimum combined single limit liability of not less than \$2,000,000 for each accident or occurrence.

(b) If the insurance described in subsection 2(a) is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Owners. The Association may carry any other insurance it deems appropriate to protect the Association or the Owners.

(c) Insurance policies carried pursuant to this Section 2 shall provide that: (1) each Owner is an insured person under the policy to the extent of the Owner's insurable interest; (2) the insurer waives its right to subrogation under the policy against any Owner or any tenant or guest of an Owner; (3) no act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy; and (4) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(d) Any loss covered by the property policy under this Section 2 shall be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Mortgagee. The insurance trustee or the Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. The proceeds shall be disbursed first for the Restoration of the damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely Restored, or the Association is dissolved.

(e) An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.

(f) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Owner, mortgagee or beneficiary under a deed of trust. Such policy shall provide the insurer

issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, and to each Owner, mortgagee or beneficiary under a deed of trust to whom certificates or memoranda of insurance have been issued at their respective last known addresses.

(g) Any portion of the Community for which insurance is required under this Section 2 which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (1) the Association has been dissolved; (2) repair or replacement would be illegal under any State of South Carolina or local health or safety statute or ordinance; or (3) the Owners decide not to rebuild by an eighty percent (80%) vote. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If any portion of the Common Property is not repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Property shall be used to restore the damaged area to a condition compatible with the remainder of the Community; and (2) the remainder of the proceeds shall be distributed to all the Owners or lienholders, as their interests may appear, in proportion to the Common Expense liabilities of all Owners.

Section 3. Other Insurance to be Maintained by the Association.

(a) To the extent reasonably available, the Association shall maintain fidelity coverage against dishonest acts by the Association's officers, employees and others who are responsible for handling funds of the Association. If the Association contracts with another Person to receive and disburse the monies of the Association, then such Person shall have adequate fidelity coverage against dishonest acts and the existence of such coverage shall satisfy the requirement of this paragraph. Any such fidelity coverage shall name the Association as an obligee, shall be written in such amount as the Board shall deem appropriate, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar term.

(b) To the extent obtainable at reasonable cost, the Association shall maintain appropriate insurance to protect Board and officers of the Association from personal liability arising in connection with their duties and responsibilities in such capacities on behalf of the Association.

(c) The Association shall maintain workers compensation with respect to its employees, if any, as required by law.

(d) The Association may obtain insurance against such other risks as the Board shall deem appropriate."

3. Fences and Walls. Section 13 of Article IX of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 13. Fences and Walls

Notwithstanding anything to the contrary in this Declaration, the composition, location, color and height of any fence or wall to be constructed on any Lot, along with the right to

construct any such fence or wall, is subject to the approval of the Architectural Control Committee. The Architectural Control Committee, shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences or walls, if any, and the location of fences or walls shall not interfere with community mowing and Lot maintenance. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant, its affiliates, employees, agents, or, to the extent authorized by Declarant, any Builder, during construction periods or as otherwise approved by Declarant or the Architectural Control Committee. The Association shall not be obligated to maintain any Lot landscaping within any enclosed or fenced areas on a Lot.”

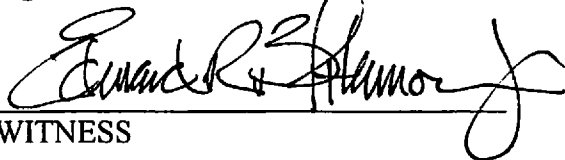
[signatures follow on next page]

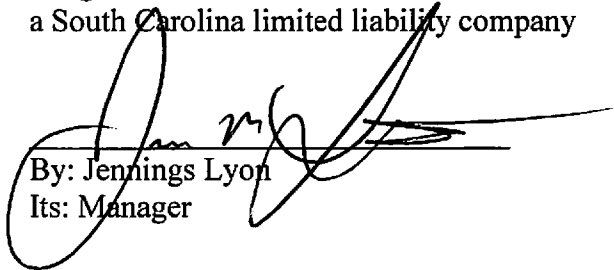
IN WITNESS WHEREOF, Declarant caused this First Amendment to be executed under seal, as of the 10th day of July, 2020.

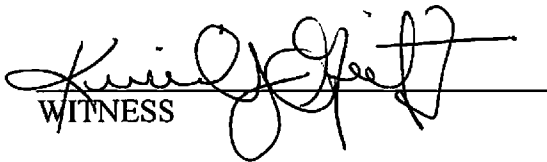
DECLARANT:

Signed, sealed, and delivered:

Integras Cedar Lane, LLC,
a South Carolina limited liability company


WITNESS


By: Jennings Lyon
Its: Manager


WITNESS

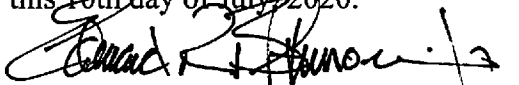
STATE OF SOUTH CAROLINA

)
) ACKNOWLEDGMENT
)

COUNTY OF GREENVILLE

I, Edward R Blakemore, Jr., a Notary Public, do hereby certify that Jennings Lyon, as Manager of Integras Cedar Lane, LLC, a South Carolina limited liability company, personally appeared this day and acknowledged before me the due execution of the foregoing instrument on behalf of the limited liability company.

SWORN TO and subscribed before me
this 10th day of July, 2020.


Notary Public for South Carolina
Print Name: Edward R Blakemore, Jr.
My commission expires: May 24, 2028

