

EXHIBIT B

INITIAL ARCHITECTURAL GUIDELINES

INTRODUCTION

Pursuant to the Declaration to which these Initial Architectural Guidelines (the "Guidelines") are attached, Declarant and the Architectural Review Committee have adopted same in connection with the planning and development of the Property. These Guidelines are designed to establish several ways and means of providing for the orderly and attractive development of the Property and are intended to aid in preserving and enhancing the value thereof. Defined terms used in these Guidelines, as indicated by the capitalization thereof, shall have the respective meanings ascribed to such terms in the Declaration, unless otherwise defined in these Guidelines.

The Architectural Review Committee is the reviewing body which interprets proposals for Plans and the compatibility of various Owners' Plans with the overall general plan of development of the Property. The Architectural Review Committee is concerned with aesthetics, maintenance and operational aspects of the Property, and it is the responsibility and purpose of the Architectural Review Committee to administer the development criteria and procedures, including these Guidelines.

The process for review of preliminary plans and other Plans is set forth in the Declaration. Specific references for procedures are also set forth therein, including, without limitation, Article VIII of the Declaration.

PURPOSE

The primary objectives in establishing these Guidelines are:

- To protect property values and enhance each Owner's investment by ensuring a well-planned and maintained development within the Property;
- To provide a harmonious relationship among all Structures and other improvements located within the Property;
- To minimize disturbing influences on adjacent or neighboring property; and
- To contribute to a favorable environment for the Property and the Owners or occupants located therein.

These Guidelines are designed to be both general and specific so that a set of standards can be identified for each Lot.

Notwithstanding anything to the contrary herein, nothing contained in these Guidelines shall take precedence over more rigid or stringent requirements imposed by federal, state and local laws, ordinances and regulations applicable to the Property and the development thereof. In the event of

a conflict between the provisions of these Guidelines and such laws, ordinances and regulations, the most rigid and stringent requirements shall control.

### DESIGN, REVIEW AND APPROVAL PROCEDURE

Initial Submission of Schematic Design. Before the submission of final, fully completed Plans, as described below and in Section 2 of Article VIII in the Declaration, each Owner shall first submit schematic design plans ("Schematic Plans") for preliminary review by the Architectural Review Committee. Schematic Plans shall include a general site plan for the Lot which identifies or illustrates Setback Lines, exterior elevations, a general description of building materials to be used in construction of buildings, Structures and other improvements and floor plans for all Structures or other building improvements. The Architectural Review Committee shall review and approve or comment upon such Schematic Plans within fifteen (15) days following the Owner's submission of same. If the Architectural Review Committee provides any comments or otherwise disapproves of any part or portion of said Schematic Plans, the Owner shall respond thereto, in writing or by the submission of modified Schematic Plans, within fifteen (15) days of receipt of the Architectural Review Committee's comments or objections. The Owner shall submit triplicate counterparts of the Schematic Plans. The Architectural Review Committee shall return one (1) set of the Schematic Plans with its comments.

Final Plan Submittal. After approval of Schematic Plans, final, fully completed Plans shall be submitted for approval in the manner described in Section 2 of Article VIII in the Declaration. In addition to any requirements set forth in the Declaration, the Plans shall include a site development plan of the Lot, including the nature of proposed "cuts" to existing terrain and grading, together with an identification or description of the Structures and all improvements to be located upon the Lot, including the specific nature, kind, shape and materials to be used in construction of Structures and all other improvements. The Plans shall also depict all Setback Lines relative to the location of Structures and other improvements as well as landscape, irrigation, signage and lighting plans. With respect to Structures and all improvements, the Plans for the main floor of each Structure shall identify and locate all entrances and exits to and from the Structure, as well as any truck loading areas, garbage storage or "dumpster" site areas and the locations of appendages to the exteriors of buildings or Structures. Elevations for each Structure shall also be included, together with the specifications for exterior materials and colors, including color boards and color chips. As described in Section 2 of Article VIII in the Declaration, the Plans shall be submitted in triplicate and one (1) set shall be returned by the Architectural Review Committee with approvals or comments. The Architectural Review Committee, as described in Section 2 of Article VIII in the Declaration, shall have thirty (30) days following receipt of the Plans within which to respond to the Owner with its comments.

In no event shall the Owner commence any construction upon its Lot until the Plans have undergone the complete review process described in Section 2 of Article VIII in the Declaration.

Fees and Charges. At the time Plans are submitted to the Architectural Review Committee for review, the submitting party shall pay to the Architectural Review Committee an estimated review fee (the amount of which is to be determined by the Architectural Review Committee) to cover the actual out-of-pocket costs incurred by the Architectural Review Committee in reviewing and responding to such Plans (including, without limitation, out-of-pocket costs paid by the Architectural

Review Committee to its third-party architects, engineers, surveyors and attorneys in reviewing and responding to such Plans). Provided, however, such third-party costs shall be reasonable and shall be commensurate with charges for similar services in the locale where the Property is located. In the event the actual third-party out-of-pocket costs incurred by the Architectural Review Committee in connection with reviewing and responding to such Plans is less than the estimated fee paid in advance by the party submitting such Plans, the Architectural Review Committee shall refund the overage amount to the submitting party. In the event the actual third-party out-of-pocket costs (subject to the limitations set forth above) incurred by the Architectural Review Committee in connection with reviewing and responding to such Plans is more than the estimated fee paid in advance by the party submitting such Plans, the party submitting such Plans shall pay such deficit amount to the Architectural Review Committee upon demand. The Owner will be responsible for the cost of all permits and other fees incurred by the Owner in connection with its construction of Structures and improvements upon the Lot and all development thereof.

SITE DEVELOPMENT STANDARDS

In connection with both Schematic Plans and final Plans, as well as with respect to the ultimate construction of Structures and improvements upon Lots, the Architectural Review Committee will require compliance with the site development standards hereinafter described.

Site Work and Grading. The Architectural Review Committee will require that no less than thirty percent (30%) of each Lot be left as either natural terrain or maintained as landscaped area. Grading of the Lot must be undertaken in order to avoid trespass or other adverse impact upon other portions of the Property and to avoid excessive "cuts" of the natural terrain of the Lot. A slope ratio of no greater than 2:1 generally shall be required and no grading shall be permitted within the Setbacks without the prior written approval of the Architectural Review Committee. Retaining walls shall be constructed of materials compatible with the exterior of Structures and other improvements and the location and general description of same shall be included in the Plans to be submitted to the Architectural Review Committee for approval. All berms, channels or swales to be installed or located upon a Lot must be undertaken in a manner which will be designed to integrate with the natural terrain and graded or paved portions of the Lot to the maximum extent possible.

Setbacks. Setbacks for each Lot shall be as follows:

	<u>TYPE OF SETBACK</u>	<u>DISTANCE OF SETBACK</u>
1.	Front Setback on Lots for Structures (except for parking areas, paved driveways, paving, curbing, signage, flag poles, street lights, fences, walls, entry features, fountains, irrigation facilities, general landscaping and standard or customary above-ground components ancillary to underground utility systems)	40 feet

- |    |  |                                       |
|----|--|---------------------------------------|
| 2. | Front Setback on Lots for parking areas  | 15 feet                               |
| 3. | Side Setback on Lots not subject to Lake Easement for Structures (except for parking areas, paved driveways, paving, curbing, signage, flag poles, street lights, fences, walls, entry features, fountains, irrigation facilities, general landscaping, standard or customary above-ground components ancillary to underground utility systems and, if approved by the Architectural Review Committee, above-ground utility systems) | 20 feet                               |
| 4. | Side Setback on Lots subject to Lake Easement for Structures (except for parking areas, paved driveways, paving, curbing, signage, flag poles, street lights, fences, walls, entry features, fountains, irrigation facilities, general landscaping, standard or customary above-ground components ancillary to underground utility systems and, if approved by the Architectural Review Committee, above-ground utility systems)     | 5 feet from boundary of Lake Easement |
| 5. | Side Setback on Lots not subject to Lake Easement for parking areas  | 15 feet                               |
| 6. | Side Setback on Lots subject to Lake Easement for parking areas  | 5 feet from boundary of Lake Easement |
| 7. | Rear Setback on Lots not subject to Lake Easement for Structures (except for parking areas, paved driveways, paving, curbing, signage, flag poles, street lights, fences, walls, entry features, fountains, irrigation facilities, general landscaping, standard or customary above-ground components ancillary to underground utility systems and, if approved by the   |                                       |

- Architectural Review Committee, above-ground utility systems) 15 feet
8. Rear Setback on Lots subject to Lake Easement for Structures (except for parking areas, paved driveways, paving, curbing, signage, flag poles, street lights, fences, walls, entry features, fountains, irrigation facilities, general landscaping, standard or customary above-ground components ancillary to underground utility systems and, if approved by the Architectural Review Committee, above-ground utility systems) 5 feet from boundary of Lake Easement
9. Rear Setback on Lots not subject to Lake Easement for parking areas 10 feet
10. Rear Setback on Lots subject to Lake Easement for parking areas 5 feet from boundary of Lake Easement
11. Setback of parking areas (except for delivery vehicle parking and drop-off areas) located between the principal building Structure and the front boundary of the Lot 15 feet from front of the principal building Structure

Within the boundaries of all Setbacks, the Owner shall not disturb existing vegetation or topography without the prior written approval of the Architectural Review Committee and, as provided in the Declaration, the Association shall have the option to maintain up to twenty (20) feet of the Front Setback directly adjacent to the right-of-way or Street margin on any or all of the Lots in order to maintain a general plan of "green spacing" for the entire development located within the Property.

Parking. All parking areas located upon any Lot shall be designed and paved in a manner to integrate with existing terrain or areas to be landscaped within the boundaries of the Lot. The Architectural Review Committee shall limit a "run" or "cluster" of parking spaces to no more than thirty (30) with a landscaped buffer at least eight (8) feet wide and at least eighteen (18) feet long between "runs" or "clusters."

Pavement. Except as provided below, all roads and driveways on any Lot shall be surfaced with bituminous paving with a minimum thickness of six (6) inch base, one (1) inch binder and one (1) inch topping; and all parking areas on any Lot shall be surfaced with bituminous paving with a minimum thickness of four (4) inch base, one (1) inch binder and one (1) inch topping. Concrete paving may be used for loading pads or other similar areas on Lots, and any such concrete paving shall have a minimum thickness of a four (4) inch stone base and a four (4) inch concrete topping. All parking space delineation or similar markings on the pavement shall be painted white or green.

Service Areas. No loading, service or outside storage area shall be permitted between the front of the primary building or Structure to be located upon the Lot and the front Street boundary, and all loading and material handling areas shall be located to the rear or the side of the primary building or Structure to be located upon the Lot; provided, however, the Architectural Review Committee may permit an Owner to install or construct loading, service and outside storage and materials handling areas where same would otherwise be prohibited if the Owner proposes and installs or constructs sufficient berming, natural vegetation or compatible screening of such areas from Lots and Streets and rights-of-way in the vicinity of or adjacent to the Lot upon which same are located. Exterior areas which must be secured for safety or security purposes shall be located between the rear exterior of the primary Structure or building and the rear boundary of the Lot. All loading, service or outside storage areas shall be screened from the view of Streets, rights-of-way and other Lots with screening at least eight (8) feet in height. The location of all fences or walls to be constructed upon the Lot shall be included within the Plans to be approved by the Architectural Review Committee.

All designed areas outside of the exterior of the Structure and improvements must be clearly designated upon the Plans to be reviewed by the Architectural Review Committee.

Exterior Lighting. All lights for purposes of illuminating parking lots located upon each Lot shall not exceed thirty (30) feet in height. All parking lot lights shall be installed on bronze anodized aluminum poles and shall cast sodium lighting. The location of all lights for signage or illumination of the exterior of Structures to be located upon the Lot and lights installed as part of the security for the Structures must be identified and located upon the Plans and is subject to the approval of the Architectural Review Committee. Metal halide lighting will be permitted in conjunction with certain building materials, such as reflective glass curtain walls.

Utility Lines. Unless an above-ground utility system is approved by the Architectural Review Committee, all utility lines shall be installed underground, except for standard or customary above-ground components ancillary to underground utility systems.

### GENERAL ARCHITECTURAL DESIGN STANDARDS

Prohibited Materials. The use of materials such as concrete block, corrugated metal or pre-engineered metals installed with exposed or concealed fasteners is prohibited in connection with the construction of the exterior of any Structures or other improvements. Subject to the approval of the Architectural Review Committee, the use of pre-engineered metal panel systems with concealed fasteners, precast concrete panels and other forms of architectural concrete approved by the Architectural Review Committee will be permitted. In its review of Plans, the Architectural Review Committee intends to require materials used in connection with the exteriors of buildings or other

Structures to be of high quality and compatible in design and material components with all other Structures within the Lot.

Exterior Equipment. Exterior equipment, such as storage tanks, cooling towers, transformers, antennae, electronic receivers and other similar equipment and facilities, including those located upon the roofs of Structures, shall be (i) screened in a manner approved by the Architectural Review Committee from pedestrian and vehicular view from the Streets, rights-of-way, sidewalks and other Lots in the vicinity of or adjacent to the Lot upon which they are located or (ii) located upon the Lot subject to the approval of the Architectural Review Committee so as to minimize, to the extent reasonably practical, visibility from Streets, rights-of-way, sidewalks and other Lots in the vicinity of or adjacent to the Lot upon which they are located. The materials used for screening shall be compatible in architectural and aesthetic design with the building materials employed in construction of the primary Structure and other improvements located upon the Lot.

Licensed Architect or Engineer. All Plans submitted for review and approval by the Architectural Review Committee shall be prepared under seal by an architect or engineer licensed to practice in the State of South Carolina.

### SIGNAGE STANDARDS

Only one (1) temporary sign may be erected on a Lot prior to and during construction of Structures and improvements thereon, unless additional temporary signs are approved by the Architectural Review Committee. After construction is substantially complete, temporary signs shall be promptly removed and may be replaced with a single permanent building identification sign, unless additional permanent building identification signs are approved by the Architectural Review Committee. Each building identification sign will be constructed of standard materials prescribed by the Architectural Review Committee and shall be uniform throughout the Property. Unless the prior written approval of the Architectural Review Committee is obtained, no building identification sign shall be attached to any Structure or building located upon a Lot, and each building identification sign shall be free-standing and located in a manner intended to provide ready identification from Streets or other rights-of-way located within the Property. Subject to applicable governmental regulations, all directional signs and traffic control signage located throughout the Property shall be designed in a manner consistent with the requirements for building identification signage adopted by the Architectural Review Committee.

The Plans submitted for approval pursuant to the requirements set forth above and in the Declaration shall identify the location of the permanent building identification sign, if any, which the Owner desires to locate upon the Lot. Relocations of permanent building identification signs are subject to approval by the Architectural Review Committee. In addition, the location, style, graphics, and other features and characteristics of temporary signs, directional signs and traffic control signs are subject to approval by the Architectural Review Committee.

Notwithstanding anything to the contrary herein or in the Declaration, the Architectural Review Committee reserves the right to approve signage plans for Lots and installation of signs upon Lots used for hotel, motel or retail sales purposes or signage displaying logos, trademarks or service marks which may not conform to or satisfy the requirements set forth above or in the Declaration.

## LANDSCAPE STANDARDS

The Architectural Review Committee intends for landscaping and natural terrain to be maintained and controlled in order to provide a uniform and compatible appearance of unimproved areas located throughout the Lots and the Property. As required above and in the Declaration, the Plans to be submitted to the Architectural Review Committee for approval will include a landscaping and irrigation plan as well as specifications for grading the Lot. As set forth in the Declaration, the Association reserves the right of exclusive maintenance within an area of up to twenty (20) feet running from the front boundary line of each Lot and within the boundaries of said Lot as is more particularly provided in the Declaration. Plans submitted for approval will address issues relating to erosion and sedimentation control, temporary drainage, sloping, the location of utilities, clearing of the Lot in conjunction with construction of Structures and improvements and disturbance to the existing terrain. To the extent reasonably practicable, each Owner will be required to employ berming in conjunction with landscaping in order to screen parking and vehicular turn areas. After the completion of construction of Structures and improvements upon any Lot, any additional landscaping site work desired to be undertaken by the Owner which is not contained in the approved Plans must be submitted to the Architectural Review Committee for approval prior to the commencement of such work.

All landscaping plans and specifications are to be prepared by licensed individuals with training in the preparation of such plans and specifications. Open areas not occupied by Structures or paved areas shall be drained, graded and landscaped with lawn, trees and shrubs and shall be irrigated in an approved manner. Areas set aside as natural areas shall also be maintained in an approved manner. All dead plant materials must be removed and all unsightly understory material shall be stripped away to permit growth of existing vegetation and trees. All graded areas adjacent to natural or buffer areas shall be graded in such a manner that natural drainage patterns are preserved.

During construction on a Lot, appropriate precautions shall be taken to preserve existing trees. Appropriate preservation measures shall include, without limitation:

- a. No placement of soil within the tree canopy areas.
- b. Maintenance of the natural drainage in the vicinity of and around individual trees.
- c. Restriction of construction vehicles from entering areas that are scheduled for preservation by providing barriers at the canopy or drip line of the trees.

All tree preservation measures, including, without limitation, barricades and fences, shall be shown on the Plans submitted for approval.

## GENERAL MAINTENANCE STANDARDS

Except for Common Property that is maintained by the Association, each Owner is responsible for maintaining such Owner's Lot in a neat, sightly and well-kept manner. The Association shall be responsible for enforcement of maintenance standards throughout the Property and will take such steps as are necessary in order to require Owners to adhere to appropriate standards. At a minimum, each Owner shall be responsible for the maintenance of such Owner's



Lot to a standard and quality of maintenance observed by the Association with respect to its maintenance of the Common Property. Each Owner shall be responsible for the timely removal of diseased or dead growth and the replacement of same, subject to reasonable requirements for planting and growth.

As provided in the Declaration, each Lot may be subject to a lien in the event its Owner, after required notice, fails to maintain the Lot in accordance with uniform standards promulgated by the Association.

#### WAIVER OF MINOR VIOLATIONS

In addition to the approval of Plans and other matters herein set forth, the Architectural Review Committee shall have the right to waive minor violations and allow minor variances (a) with respect to Setbacks when topographical or unique Lot configuration considerations so require or (b) when the same (whether a Setback violation or some other violation) resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Property. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of the Declaration and these Guidelines. No variance granted pursuant to the authority herein contained shall constitute a waiver of any provisions of the Declaration or these Guidelines as applied to any other person, Owner, Lot or property.

Notwithstanding anything to the contrary herein, the Architectural Review Committee is expressly authorized to waive height, length, distance or other requirements of the Declaration or these Guidelines up to ten percent (10%) of the minimum required herein or therein. However, no variance granted pursuant hereto shall constitute a waiver of any provision of the Declaration or the Guidelines as applied to any other person, Owner, Lot or property.

EXHIBIT CLEGAL DESCRIPTION  
FOR LAKE EASEMENT

All that certain tract or parcel of land lying and being in the City of Mauldin, County of Greenville, State of South Carolina, and being more particularly described as follows:

BEGINNING at a 5/8" rebar located on the southwesterly right-of-way margin of South Brookfield Boulevard (currently a 100-foot right-of-way), said rebar being located S 44-10-55 W 106.24 feet from the southerly corner of that certain 2.94-acre tract of land as shown on that certain plat entitled "Boundary and Physical Survey of Brookfield Y.M.C.A. for NationsBank of North Carolina, N.A., as Trustee for NCNB Real Estate Fund" recorded in Plat Book 25Z at Page 47 in the Office of the R.M.C. for Greenville County, South Carolina; thence leaving said southerly right-of-way margin of South Brookfield Boulevard, S 12-19-29 E 119.28 feet to a 5/8" rebar; thence S 83-13-05 W 75.69 feet to a 5/8" rebar; thence N 76-12-47 W 96.52 feet to a 5/8" rebar; thence N 22-25-48 E 198.42 feet to a 5/8" rebar; thence N 68-19-47 E 25.33 feet to a 5/8" rebar located in the aforesaid southerly right-of-way margin of South Brookfield Boulevard; thence with said southerly right-of-way margin of South Brookfield Boulevard, S 26-04-52 E 100.53 feet to a 5/8" rebar, the POINT AND PLACE OF BEGINNING, being shown as the "Detention Pond" area on the above-referenced plat recorded in Plat Book 25Z at Page 47 in the Office of the R.M.C. for Greenville County, South Carolina, reference to which is hereby made for a more particular description.

EXHIBIT DLEGAL DESCRIPTIONS  
FOR SIGNAGE AND ENTRY  
FEATURE EASEMENT AREATract I:

BEGINNING at a 3/4" open top located at the intersection of the northerly right-of-way margin of South Brookfield Boulevard and the easterly right-of-way margin of East Butler Road as shown on that certain plat entitled "Boundary and Physical Survey of Brookfield Y.M.C.A. for NationsBank of North Carolina, N.A., as Trustee for NCNB Real Estate Fund," prepared by Piedmont Olsen Hensley, dated October 6, 1993, last revised October 12, 1993, and recorded in Plat Book 25Z at Page 47 in the Office of the R.M.C. for Greenville County, South Carolina; thence with said easterly right-of-way margin of East Butler Road, the following two (2) courses and distances: (1) N 01-56-35 E 29.79 feet to a 1/2" rebar and (2) N 45-30-48 E 43.86 feet to a 5/8" rebar; thence leaving said easterly right-of-way margin of East Butler Road, S 44-29-12 E 15.98 feet to a 5/8" rebar; thence S 22-07-38 W 40.55 feet to a 5/8" rebar; thence S 13-07-42 E 40.33 feet to a 5/8" rebar; thence S 51-41-57 W 10.12 feet to a new iron located in the northerly right-of-way margin of South Brookfield Boulevard; thence with said northerly right-of-way margin of South Brookfield Boulevard, N 40-53-17 W 44.98 feet to a 3/4" open top located at the intersection of said northerly right-of-way margin of South Brookfield Boulevard and the easterly right-of-way margin of East Butler Road, the POINT AND PLACE OF BEGINNING, containing approximately 2,250 square feet, designated as the "Proposed Easement/Brick Wall Entry Feature," as shown on that certain plat of survey entitled "As Built & Right-of-Way Survey of South Brookfield Boulevard for NationsBank of North Carolina, N.A., as Trustee for NCNB Real Estate Fund," prepared by Piedmont Olsen Hensley, Inc., dated November 9, 1993, reference to which is hereby made for more particular description.

Tract II:

BEGINNING at a 5/8" rebar located at the intersection of the southerly right-of-way margin of South Brookfield Boulevard and the easterly right-of-way margin of East Butler Road; thence with said southerly right-of-way margin of South Brookfield Boulevard, S 40-10-12 E 40.98 feet to a new iron; thence leaving said southerly right-of-way margin of South Brookfield Boulevard, S 45-53-43 W 11.14 feet to a 5/8" rebar; thence S 89-35 W 70.76 feet to a 5/8" rebar; thence N 43-01-48 W 10.94 feet to a 5/8" rebar located in the easterly right-of-way margin of East Butler Road; thence with said easterly right-of-way margin of East Butler Road, the following two (2) courses and distances: (1) N 46-58 E 46.30 feet to a 5/8" rebar and (2) S 89-58-46 E 25.96 feet to a 5/8" rebar located at the intersection of said easterly right-of-way margin of East Butler Road and the southerly right-of-way margin of South Brookfield Boulevard, the POINT AND PLACE OF BEGINNING, containing approximately 2,380 square feet, designated as the "Proposed Easement/Brick Wall Entry Feature," on that certain plat of survey entitled "As Built & Right-of-Way Survey of South Brookfield

Boulevard for NationsBank of North Carolina, N.A., as Trustee for NCNB Real Estate Fund," prepared by Piedmont Olsen Hensley, Inc., dated November 9, 1993, reference to which is hereby made for more particular description.

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82469

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

FILED  
RECORDED  
NOV 23 1993  
R.M.C.

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 22<sup>nd</sup> day of November, 1993, by NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND (hereinafter referred to as "Declarant");

W I T N E S S E T H:

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:

*Kenneth Thomas*  
Assistant Secretary

By: *Julian R. H. Jr.*  
SR Vice President

WITNESS:

*Vicki L. Kirby*  
*Susan Leigh Kelly*



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 22<sup>nd</sup>  
day of November, 1993.

*Richard Zully*

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

82467

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

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

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKFIELD SOUTH (the "Second Amendment") is made as of the 6th day of February, 1997, by NATIONSBANK, N.A (successor to NationsBank, N.A. (Carolinas) and NationsBank of North Carolina, N.A.), AS TRUSTEE FOR THE NCNB REAL ESTATE FUND (hereinafter referred to as "Declarant");

**W I T N E S S E T H:**

WHEREAS, by that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Brookfield South recorded in Deed Book 1539 at Page 887 in the Office of the R.M.C. for Greenville County, South Carolina (hereinafter referred to as the "Declaration"), Declarant subjected certain real property in Greenville County, South Carolina, to those certain protective covenants, conditions, restrictions and other provisions as set forth therein; and

WHEREAS, by that certain Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Brookfield South recorded in Deed Book 1539 at Page 931 in the Office of the R.M.C. for Greenville County, South Carolina (the "Amendment"), Declarant amended the Declaration in certain respects as set forth therein; and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, Declarant, both as Declarant and as the owner of more than fifty percent (50%) of the acreage within the Property (as defined in the Declaration), desires to amend further the Declaration in certain aspects as provided herein.

NOW, THEREFORE, Declarant hereby declares that the property located in Greenville County, South Carolina, described on Exhibit A attached hereto and incorporated herein by reference (the "Released Property") is and shall be released and discharged from the easements, protective covenants, conditions, restrictions and all other terms and provisions set forth in the Declaration (as same has been and may further be amended or supplemented from time to time); and, whenever referred to therein, the term "Property" shall exclude the Released Property.

It is understood and agreed that this Second Amendment shall apply only to the Released Property, and, as to the remainder of the Property, the Declaration (as same has been and may further be amended or supplemented from time to time) and all terms therein shall remain in full force and effect.

Drawn by and mail to :

G. Lee Cory, Jr., Esquire  
Kennedy Covington Lobdell & Hickman, L.L.P.  
100 N. Tryon Street, Suite 4200  
Charlotte, North Carolina 28202-4006

365009.2

2-10 4110

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1990

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

NATIONSBANK, N.A. (successor to NationsBank, N.A. (Carolinas) and NationsBank of North Carolina, N.A.), AS TRUSTEE FOR THE NCNB REAL ESTATE FUND

By: *Milton R. Hodges* (SEAL)  
Its: 502 Vice President

Signed, sealed and delivered in the presence of

*H. Lealough*  
*Susan Leigh*

Attest: *George L. Hodges III*  
Its: Assistant Secretary

[NOTARIAL SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PERSONALLY APPEARED before me the undersigned witness who made oath that s/he saw the within named Grantor sign, seal, by and through Milton R. Hodges, as Sr. Vice President, and George L. Hodges III, 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 6<sup>th</sup> day of February, 1997.

*H. Lealough*

*Susan Leigh*  
Notary Public for Mecklenburg Co., North Carolina  
My Commission Expires: 8-14-98

[NOTARIAL SEAL]

Exhibit ALegal Description

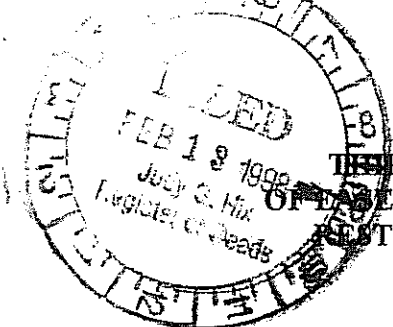
Lying and being in Greenville County, South Carolina, and being more particularly described as follows:

All that certain piece, parcel or tract of land situate, lying and being on the eastern side of Holland Road (formerly Verdin Road) and being shown and designated as containing 51.11 acres on a plat entitled "Survey for School District of Greenville County" prepared by Landrith Surveying, Inc., dated November 25, 1996, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 34-N at Page 96, reference to which plat is hereby made for the metes and bounds description thereof.

FILED FOR RECORD IN GREENVILLE  
COUNTY SC RMC OFFICE AT 09:06 AM  
02/10/97 RECORDED IN DEED  
BOOK 1670 PAGE 0394  
DOC # 97008710

*Judy A. Hix*

08710



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

THIS THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKFIELD SOUTH (this "Third Amendment") is made as of the 2<sup>nd</sup> day of February, 1998, by NATIONSBANK, N.A (successor to NationsBank, N.A. (Carolinas) and NationsBank of North Carolina, N.A.), AS TRUSTEE FOR THE NCNB REAL ESTATE FUND (hereinafter referred to as "Declarant");

**WITNESSETH:**

WHEREAS, by that certain Declaration of Easements, Covenants, Conditions and Restrictions for Brookfield South recorded in Deed Book 1539 at Page 887 in the Office of the R.M.C. for Greenville County, South Carolina (hereinafter referred to as the "Declaration"), Declarant subjected certain real property in Greenville County, South Carolina, to those certain protective covenants, conditions, restrictions and other provisions as set forth therein; and

WHEREAS, by (i) that certain Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Brookfield South recorded in Deed Book 1539 at Page 931 in the Office of the R.M.C. for Greenville County, South Carolina (the "Amendment") and (ii) that certain Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Brookfield South recorded in Deed Book 1670 at Page 394 in the Office of the R.M.C. for Greenville County, South Carolina (the "Second Amendment"), Declarant amended the Declaration in certain respects as set forth therein; and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, Declarant, both as Declarant and as the owner of more than fifty percent (50%) of the acreage within the Property (as defined in the Declaration), desires to amend further the Declaration in order to, as contemplated in Section 13(b) of Article X of the Declaration, relocate the Lake Easement (as defined in the Declaration).

NOW, THEREFORE, Declarant hereby declares that the Lake Easement is hereby relocated to the area described on Exhibit A attached hereto and incorporated herein by reference (the "Relocated Lake Easement"). In this regard, all references in the Declaration to the "Lake Easement" shall be deemed and construed to refer to the Relocated Lake Easement. Accordingly, the area described on Exhibit C to the Declaration shall no longer be subject to or encumbered by the Lake Easement.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

Drawn by and Mail to:  
Kennedy Covington Lobbell & Hickman, L.L.P. (GLCjr)  
100 North Tryon Street, Suite 4200  
Charlotte, North Carolina 28202-4006

10946

FEB 13 1998

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

NATIONSBANK, N.A. (successor to NationsBank, N.A. (Carolinas) and NationsBank of North Carolina, N.A.), AS TRUSTEE FOR THE NCNB REAL ESTATE FUND

By: *A. B. Causey* (SEAL)  
Vice President

Signed, sealed and delivered in the presence of

*Kim Blackwelder*  
*Kathy P. Morgan*

Attest: *Karen J. Caplan*  
Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

PERSONALLY APPEARED before me the undersigned witness who made oath that s/he saw the within named Grantor sign, seal, by and through Addison B. Causey, Jr., as Vice President, and Karen LaPiana, 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 2<sup>nd</sup>  
day of February, 1998.

Kim Blackwelder

Rabbi E. Caldwell  
Notary Public for CADAMUS  
My Commission Expires Sept 11, 2000

[NOTARIAL SEAL]

Exhibit ALegal Description

Lying and being in Greenville County, South Carolina, and being more particularly described as follows:

All that certain piece, parcel or tract of land, lying and being adjacent to the eastern right-of-way boundary of Interstate 385 and being shown as containing approximately 5.05 acres and labeled as "Detention Basin/Common Property" on a plat entitled "Survey for NationsBank, N.A., As Trustee For The NCNB Real Estate Fund," prepared by Piedmont Olsen Hensley, Registered Land Surveyors, dated January 16, 1997, last revised October 16, 1997, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 37-C at Page 56, reference to which plat is hereby made for the metes and bounds description thereof.

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 09:00 AM  
02/13/98 RECORDED IN DEED  
BOOK 1743 PAGE 0911  
DOC # 98010946

*Judy A. Hill*