

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE)))	FIRST AMENDMENT TO COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR BROOKSIDE VILLAS DEED BOOK 2523, PAGE 5901
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WHEREAS, CJN, LLC (the "Declarant") recorded a Declaration of Protective Covenants for Brookside Villas Subdivision (the "Subdivision") on October 19, 2017 in Book 2523 at Page 5901 (the "Protective Covenants");

WHEREAS, pursuant to Section 10.5 of the Protective Covenants, the Declarant deletes Section 6.4 (v) regarding fencing, and have it replaced with a new Section 6.4 (v).

NOW THEREFORE, the Protective Covenants are amended as follows:

Section 6.4

(v) **Fences.** No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Architectural Review Committee. The only approved fence material, height, and color shall be a 6' tall white vinyl style fence. Notwithstanding the foregoing, the Declarant shall have the right to erect fencing of any type, at any location, on any Lot during the period that such Lot is owned by the Declarant. The Board of Directors shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Property. Conditions regarding fences include:

- (a) a minimum 4' wide gate shall be required in order to receive the Association lawn maintenance
- (b) gates are to be unlocked and pets are to be located indoors at the time of lawn maintenance
- (c) yards shall be free of any and all stray items, including pet waste, at the time of lawn maintenance
- (d) any damages to fencing as a result of normal landscape maintenance activities shall not the responsibility of the Association
- (e) maintenance of fencing shall not be the responsibility of the Association. All fences shall be maintained by the Owner in a fully repaired and presentable manner
- (f) the Owner of a Lot with fencing will be required to pay an additional \$10 in monthly assessments to cover the increased costs associated with landscaping
- (g) landscaping around fencing will be limited to grass trimming around the exterior and interior of the fence. Maintenance of mulch and flower beds will not be included

Except as specifically amended herein, the Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby sets its hands and seals this the 30TH day of April, 2019.

WITNESSES:

[Signature]
Patricia M. Casale

CJN, LLC
BY: *[Signature]*
Nicholas M. Franchina
Its: Managing Member

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

The foregoing instrument was acknowledged before me this 30th day of April, 2019 by Nicholas M. Franchina, Managing Member of CJN, LLC., a SC corporation, on behalf of the corporation.

[Signature]
Notary Public for SC
Print Name: Patricia M. Casale
My commission expires: 2/4/2024