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DONNIE S. TANKERSLEY
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Declaration of

Covenants, Conditions and Restrictions

For

Pebble Creek Development

Phase X, Section I

This Declaration (hereinafter called the "Declaration") is made by Pebblepart, Ltd., a South Carolina Limited Partnership, hereinafter called "Developer," acting herein by and through its General Partner, Pebble Creek Development Corp., a South Carolina Corporation.

WITNESSETH:

WHEREAS, Developer is the owner of all those certain pieces, parcels, or lots of land, known and designated as Pebble Creek, Phase X, Section I, as shown on a Plat thereof recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-P, at Page 58, which plat is by reference made a part hereof for all purposes; and

WHEREAS, Developer desires to create and sustain a high level of environmental and aesthetic quality within the said Phase X, Section I of Pebble Creek Development for the mutual benefit of each property owner and resident by ensuring an orderly development pattern, and the protection and enhancement of desirable environmental and aesthetic conditions.

NOW, THEREFORE, to create and sustain such environmental and aesthetic qualities, Developer hereby adopts and establishes the following covenants, conditions and restrictions and hereby declares that the real property hereinabove described is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to said Covenants, Conditions and Restrictions (hereinafter sometimes collectively referred to as "Restrictions").

ARTICLE I

DEFINITIONS

Section 1. Phase X, Section I shall mean and refer to the total development area within Section I of Phase X and their constituent parts established by Developer, as shown on the plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-P at Page 58.

Section 2. "Subdivision" shall mean the division or redivision of any portion of Phase X, Section I into two or more lots for the purpose, whether immediate or future, of sale or development.

Section 3. "Lot" shall mean and refer to any numbered plot of land (a single dwelling site) shown upon any subdivision plat or map within Phase X, Section I.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Resident" shall mean and refer to any and all persons actually occupying a dwelling unit whether or not said person or persons are the owner(s) of the dwelling unit.

Section 6. "Easement" shall mean and refer to any area of land shown or recorded on any subdivision plat or map which is expressly devoted to use for drainage, utilities, access or other service purpose, said areas restricted in use as is necessary to protect their essential purposes.

Section 7. "Street" shall mean and refer to any land within a right of way dedicated to the public for use as a public street.

Section 8. "Front Lot Line" shall mean and refer to the property boundary line of any lot abutting and lying parallel to a street and separating the lot from a street right of way.

Section 9. "Front Yard" shall mean and refer to that area on any lot lying between the front lot line and front building setback line as established on a final subdivision plat or otherwise established by ordinance or by these restrictions.

Section 10. "Side Lot Line" shall mean and refer to the property boundary line of any lot which is not a front lot line but extends to and intersects with a front lot line.

Section 11. "Side Yard" shall mean and refer to that area on any lot lying between the side lot line and side building setback line as established on a final subdivision plat or otherwise established by ordinance or by these restrictions.

Section 12. "Rear Lot Line" shall ordinarily mean that lot line which is opposite and most distant from the front lot line. In the case of a triangular or otherwise irregularly shaped lot, a line ten (10) feet in length entirely within the lot, parallel to and at the maximum distance from the front lot line, or a chord thereof if the front lot line is curved, shall be considered as the rear lot line.

Section 13. "Rear Yard" shall mean and refer to that area on any lot lying between the rear lot and rear building setback line as established on a final subdivision plat or otherwise established by ordinance or by these Restrictions.

Section 14. "Dwelling" or "Dwelling Unit" shall mean and refer to a fully enclosed structure located on a lot and used for human habitation. "Main Dwelling Unit" shall mean and refer to any such structure used as a principal residence.

ARTICLE II

SCOPE OF RESTRICTIONS

The Covenants, Conditions and Restrictions herein set forth shall constitute covenants running with the land hereinabove described and shall be binding on Developer, its successors and assigns, and upon all persons or entities acquiring any lot within Phase X, Section I, whether by purchase, descent, devise, gift or otherwise, from the date hereof until the 1st day of January, 1993. At the date of expiration of said initial term, these Covenants, Conditions and Restrictions shall automatically be extended for successive periods of ten (10) years unless prior to any date of expiration a majority of the then owners within Phase X, Section I shall execute a notarized agreement in writing terminating or revising these Restrictions and shall cause such agreement to be recorded in the Office of the County Recorder or in such other office as conveyances or real estate may be required to be filed at that time.

ARTICLE III

ARCHITECTURAL COMMITTEE

Section 1. There is hereby created an Architectural Committee (hereinafter called the "Committee") which shall be composed of three (3) representatives appointed by Developer, or its successor. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the Developer or its successor.

A majority of members shall constitute a quorum and a majority vote shall be required for the transaction of any business of the Committee.

Section 2. No improvements or buildings shall be erected, placed or altered on any lot or lots until and unless the landscaping plan, buildings plans, specifications and site plan showing the proposed type of construction, exterior

design (including colors to be used) and location of such residence have been approved in writing as to conformity and harmony of external design and consistence with the plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Committee.

Section 3. In order to prevent duplication of buildings or improvements to be constructed in this section or any adjacent section, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the Committee.

Section 4. In the event said Committee fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvement had been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenants will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building and improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall or fence to be made on any lot.

Section 5. The Committee is authorized by a majority vote of all its members to approve or ratify, in the construction or alteration of any building, minor violations of the requirements herein set forth under Article VI, "Building Setbacks," Article VII, "Residential Lots, Location of Improvements," and Article VIII, "Minimum Floor Area," if in the opinion of a majority of members of the Committee the same shall be necessary to prevent undue hardships because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of a majority of members of the Committee such violation will cause no substantial injury to any other owner. In no event may the Committee approve or ratify a violation of the front setback line of more than five (5) feet or of the main building side line restriction of more than four (4) feet. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

Section 6. The powers and duties of the Committee, and of its designated representative, shall cease on and after January 1, 1993. Thereafter, the approval described in these covenants shall not be required, unless prior to said date and effective thereon a written instrument shall be executed by the

then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

ARTICLE IV

PUBLIC COMPLIANCE

The improvement or use of a lot either now or in the future within Phase X, Section I shall comply in all respect with regulations, ordinances or other public controls on such improvement or use which have been officially established, or may in the future be officially established, by the appropriate governmental authority, if any. In the event a disparity exists, either now or in the future, between a restriction established under these restrictions and a similar restriction established by such governmental authority, the more limiting restriction shall govern. No initial construction, additional improvement or modification of an existing improvement shall be made on any lot until owner has submitted the plans and specifications to the Committee for its approval as provided herein and has received such approval and further has obtained such building permit as may be required by the appropriate governmental authority.

ARTICLE V

PROHIBITED ACTIVITIES

Section 1. No noxious or offensive activity shall be carried on anywhere on the property subject to the covenants, nor shall anything be done thereon which may be or become a nuisance or menance to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.

Section 2. No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. Pets shall at all times be kept properly fenced or on a leash.

ARTICLE VI

BUILDING SETBACKS

No building or structure of any kind shall be erected on any lot nearer to a front lot line than the minimum building setback line shown on the recorded subdivision plat or any portion thereof. No building or structure shall be erected nearer to a side lot line than eight (8) feet of a distance equal to ten (10%) percent of the total lot width measured at the building setback line, whichever is greater. No building or structure shall be erected nearer to a rear lot line than

eight (8) feet. For the purpose of this covenant, open steps and open porches shall not be considered a part of a building; provided, however, that this provision shall not be construed to permit any portion of a building, open steps or open porches to encroach upon another lot, or an easement.

ARTICLE VII

RESIDENTIAL LOT, LOCATION OF IMPROVEMENTS

Section 1. All lots in Phase X, Section I shall be used, known and described as residential lots and shall be used exclusively for single family residential dwellings.

Section 2. No lot shall be recut without first obtaining the written permission of the Committee created under Article III hereof.

Section 3. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided, written approval thereof shall first be obtained from the Committee and, provided further, said site faces as required by these Restrictions and the recorded plat.

Section 4. The front of all residences shall face the street along which the front lot line or building line is marked on the recorded plat. Residences on corner lots or irregularly shaped lots shall face the direction determined and established in each instance by the Committee in the exercise of its discretion.

Section 5. No garage, carport, or other outbuilding more than two (2) stories in height shall be erected upon any lot. The entrance to a garage shall not face the street or be cater-cornered thereto unless it has doors sheltering the interior or contents from view of the public on the street. The entrance to all carports shall face the rear or the side of the lot, except on corner lots in which case the entrance must be from the rear or non-street side.

Section 6. Construction of new buildings only shall be permitted, it being an intent of this covenant to prohibit the moving onto a lot of any existing building or other structure and remodeling or converting same into a dwelling unit or other enclosed building.

ARTICLE VIII

MINIMUM FLOOR AREA

The minimum floor space required on all numbered lots in Phase X, Section I shall be as follows:

(a) one-story residence ..... 1650 square feet
(b) two-story residence ..... 1800 square feet
(at least 1100 square feet of heated area shall be on the main level)
(c) one and one-half story residence ..... 1650 square feet
(at least 1100 square feet of heated area shall be on the main level)
(d) split-level residence..... 1800 square feet
(at least 1100 square feet of heated area shall be on the main and upper level)

In calculating the minimum floor space requirement of any residence, heated area only shall be included. No credit shall be given for porches, garages, breezeways, or full or partial basements.

ARTICLE IX

CARPORTS, GARAGES, AND DRIVEWAYS

Section 1. Each dwelling unit erected in Phase X, Section I shall have and maintain a garage or carport adequate in size to accommodate at least two (2) and no more than four (4) cars. A minimum surface area of one hundred-eighty (180) square feet shall be provided for each parking space within a garage or carpot. Each garage or carport shall be either directly attached to the main dwelling unit or connected to the main dwelling unit with a covered porch or passageway. All garages shall be enclosed with solid walls on three (3) sides and have a door which fully covers the open side.

Section 2. The total area of all driveways and parking areas shall be paved by plant mix concrete or asphalt.

Section 3. Driveways for all lots located adjacent to Stallings Road shall enter from and exit onto a subdivision street. No driveway shall enter from or exit onto Stallings Road. The purpose of this provision is to preserve a buffer zone between the subdivision and Stallings Road.

ARTICLE X

NATURAL GROWTH

Trees having a diameter of four (4) inches or more at a point four (4) feet above the ground level shall not be cut without the prior express written approval of the Committee, unless such tree lies within the bounds of driveways or within six (6) feet of approved buildings; provided, however, that this provision is not intended to prohibit the normal trimming and pruning of trees.

ARTICLE XI

SIGNS AND MAILBOXES

Section 1. No sign or signs, permanent or temporary, shall be displayed

to public view on any lot or in any public right of way in Phase X except that (i) any builder with approval of Developer may, during the initial construction and sales period, utilize one (1) professional sign of not more than four (4) square feet in size on each separate lot offering the lot or lot and dwelling together, for sale, but for no other purpose; (ii) any owner with approval of Developer may utilize one (1) professional sign of not more than four (4) square feet in size offering the property "for sale," "for lease," or "for rent"; (iii) signs shall be in excellent condition when placed on a lot and thereafter maintained in the same condition or replaced; (iv) Developer in its sole discretion may erect signs, either permanent or temporary, for the Pebble Creek Development area or any area or portion thereof, including Phase X, Section I for identification, sales information or other purposes. The size, location, graphic design, message, construction materials, and condition of any sign placed in Phase X, Section I shall be subject to approval by the Committee, either before or after having been placed, and the Committee shall have the power to disapprove the display of any sign because of its failure to conform with these restrictions or standards otherwise established by the Committee, in which event the Developer, builder, or owner responsible for such sign shall have the option of permanently removing the offending sign, or replacing it with a sign satisfactory to the Committee. Any person or entity having ownership or control of a sign in place shall be responsible for maintaining said sign in good physical condition; failure to properly maintain a sign to standards established by the Committee shall be sufficient reason for the Committee to require permanent removal or replacement of the offending sign. If any person or entity owning or controlling a particular sign is notified by the Committee that the sign does not conform with the requirements of this Article and the sign is not repaired, replaced, or otherwise brought to a level of quality deemed appropriate by the Committee within ten (10) days after and including the date such notification is issued by the Committee, the Committee or its designated representative may, but shall not be obligated to, enter the lot and permanently remove the offending sign without incurring any cost or other liability.

Section 2. The location, design, type of construction and color of freestanding mailboxes shall conform with standards established by the Committee. No mailbox shall be fabricated, placed, or altered in any way without prior written approval from the Committee.

ARTICLE XII

EASEMENTS AND UTILITIES

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for Phase X. No buildings, trees, monolithic slabs, or other improvements shall be constructed or placed upon, over or across such easement areas. Fences may be constructed or placed upon, over or across such easement areas; provided, however, that such placements shall be at the owner's risk and any fences so placed shall be subject to removal by any public utility, as hereinafter provided. Said easements are hereby set apart for and reserved to the mutual use and accommodation of public utilities desiring to use same or for drainage-ways as may be necessary. Any public utility company utilizing any easement shall have the right to permanently remove all or part of any buildings, fences, trees, shrubs or other improvements placed in an easement which may in any way endanger or interfere with the construction, maintenance or efficiency of its facilities lying in an easement area. Any public utility company shall have the right of ingress and egress to and from and upon said easement area for the purpose of constructions, reconstruction, inspection, surveillance, maintenance, addition to, to removal of all or part of its facilities. Any utility company exercising this right of access shall replace or repair damage caused only to the extent that such replacement or repair would normally be repaired in an open or unobstructed area.

Section 2. All utility systems (water, sewer, electrical power, telephone and cable television) shall be placed underground within Phase X, Section I. Above ground, surface-placed transformers, terminals, or other equipment necessary to the operation of said underground systems and in public view shall be screened in a manner as may be required by the Committee.

Section 3. A forty (40)-foot beautification and drainage easement is located along and adjacent to Stallings Road as shown on the recorded plat. The purpose of this strip is to provide a buffer zone between the subdivision and Stallings R wd. No trees shall be cut within this area without the prior express written approval of the Committee.

Section 4. The right is further reserved within the easements for grade changes and tree removal, if necessary, for the purpose of proper landscaping and drainage, all subject to the approval of the Committee.

ARTICLE XIII

TEMPORARY STRUCTURES

Section 1. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

Section 2. Nothing herein contained shall be construed to prevent Developer, or its successors and assigns, from maintaining temporary sales offices and storage on any lot, while the subdivision is in the process of being developed and houses being constructed and/or sold within the development, or from designating one or more lots for recreational facilities to be used for the benefit of the community.

ARTICLE XIV

VEHICLE PARKING

No house trailer, mobile home, or modular unit shall be placed on any lot either temporarily or permanently. Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Committee.

ARTICLE XV

POWERS OF THE DEVELOPER

Section 1. The Developer reserves the right to make such changes in the boundaries of lots as it deems advisable, provided that any such changes shall not adversely affect the boundaries or the beneficial use and enjoyment of any lot then owned by persons other than Developer. Developer further reserves the right to relocate easements as necessary to accommodate such changes in boundaries or replatting of lots to the end that all easements shall, insofar as possible, be located upon or immediately adjacent to a front lot line, side lot line or rear lot line rather than bisecting any lot or lots resulting from such changes in boundaries or replatting; provided, however, that any such relocation of easements shall not adversely affect the beneficial use and enjoyment of any lot then owned by persons other than Developer. The Developer shall also have the right to amend or correct the plat, to correct survey or other errors, if any, contained therein.

Section 2.

A. The Developer reserves the right to cause an eleemosynary corporation to be organized, to be known as the "Pebble Creek Phase X Homeowners Association, Inc." (hereinafter called the "Association"). The membership of the Association will consist of each owner. There shall be one (1) vote for each lot whether owned by one or more persons or entities; individually, jointly or as tenants in common.

B. All lots shall be subject to an annual maintenance charge or assessment to defray the costs of the Association in carrying out its purposes; provided, however, that all lots owned by the Developer shall be exempt from such maintenance charge or assessment so long as such lots continue to be owned by the Developer. The assessment against each lot shall become due and payable on January 1st next following the date upon which Developer conveys such lot to a purchaser after formation of the Association, and thereafter shall be due and payable in advance on each and every succeeding January 1st.

C. The amount of the assessment shall be determined on an annual basis, after formation of the Association, by a majority vote of the owners held at the annual meeting of the Association.

D. The assessments shall be payable to the Association and the amounts so paid shall be administered by the officers of the Association and may be used for the functions hereinafter set out, and it is expressly stipulated that the Association shall be empowered to perform any or all of said functions but that is under no duty to perform or discontinue to perform said functions at any time:

(1) For the payment of the necessary expenses for the operation of the Association;

(2) For cleaning, maintaining and improving the streets, easements and rights of way within Phase X;

(3) For caring for vacant and untended land, if any, within the subdivison, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the officers of the Association to keep such property neat and in good order for the general benefit of the owners;

(4) For any expenses incident to the enforcement of these protective covenants;

(5) For the payment of taxes and assessment, if any, which may be levied by any public authority upon any common or community areas which may be established for the benefit of the owners.

Section 3. The Developer may, by appropriate instrument, assign or convey to any person or entity any or all of the rights, reservations, easements and privileges herein reserved by the Developer, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in such instrument.

ARTICLE XVI

MISCELLANEOUS

Section 1. The property within Phase X, Section I is hereby declared to be a bird sanctuary and any hunting of any wild birds is prohibited.

Section 2. Any cutting, alteration, replacement, or refinishing of street curbing shall be performed by a contractor approved by the Committee. The owner of the lot adjoining the affected curbing shall be responsible for the cost incurred.

Section 3. The owner of any lot(s) is hereby given notice that the Pebble Creek Country Club golf course area is private property, and each owner, whether or not a member of the golf course, pledges his endeavors to discourage any unauthorized persons, animals, or vehicles from defacing such property or trespassing thereon.

Section 4. No exposed clothes lines of any type shall be installed without express permission of the Committee.

Section 5. All fuel tanks or containers shall be covered or buried underground consistent with normal safety precautions.

Section 6. All residences must be one hundred percent (100%) complete, including landscaping, within nine (9) months from the date construction of said residence is commenced.

Section 7. No debris either from clearing and grubbing of the lot, from construction or from any other source whatsoever shall be allowed to accumulate on any lot. Neither shall any such debris be burned on any lot, but shall be removed therefrom at regular intervals sufficiently frequent to prevent development of any unsightly eyesore. The Committee, in its sole discretion, shall have authority to enforce compliance with this Section and should it deem necessary, may contract for the clearing away and removal of accumulated debris and charge the lot owner for the reasonable costs thereof.

Section 8. The Committee, in its sole discretion, shall have authority to keep, clean and maintain any residence and/or lot that is abandoned and may charge the owner thereof for any and all costs incurred in maintenance thereof.

Section 9. The Committee, in its sole discretion, shall have authority to approve or disapprove any lighting erected for the purpose of illuminating the streets in Phase X, Section I.

Section 10. No fence of any type shall be installed on any lot without express written permission and approval of the Committee.

ARTICLE XVII

ENFORCEMENT

Enforcement of these restrictions shall be by any appropriate proceeding or proceedings at law or in equity against any person or persons violating or attempting to violate any restriction herein contained, either to restrain violation, to enforce personal liability, or to recover damages for the violation or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising hereunder. The Committee and each of its appointed members shall have an election and right, but not an obligation or duty, to enforce these restrictions by a proceeding or proceedings at law or in equity; and the Committee and each of its members shall not incur any liability whatsoever as a result of electing not to enforce such restrictions in any instance. Any failure by the Committe or any owner to enforce any of said restrictions shall in no event be deemed a waiver of the right to do so thereafter. The Committee shall also be entitled to reasonable attorney's fees and expenses incurred in such enforcement. The liability for such fees and expenses shall be a permanent charge and lien upon the lot of lots of the owner against whom enforcement is sought and shall themselves be enforceable by the Committee by an appropriate proceeding in law or in equity. Such lien, however, shall be subject to the following limitations:

A. Such lien shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of such mortgage, or lien instrument shall be paramount to the lien for charges herein and provided further that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of mortgage or lien instrument or by deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing

after sale under foreclosure of such mortgage or acquisition of title by deed in lieu of foreclosure.

B. Notice of any charge due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County. As to subsequent bonafide purchasers for value the lien herein reserved for charges due and payable shall be effective only from the time of the filing of said Lis Pendens; provided, however, that nothing herein contained shall affect the right of the Association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.

C. The lien herein created shall be subordinated to the lien of laborers, contractors, or materialmen furnishing labor or services in connection with the construction or alteration of any improvement located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

ARTICLE XVIII

VALIDITY

Violation of or failure to comply with these restrictions shall not affect the validity of any mortgage, bonafide lien or similar security instrument which may be then existing on any lot in Section III. Invalidation of any one of these restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or restrictions herein contained, which shall remain in full force and effect. Any deed or legal instrument (except deeds of trust, mortgages or similar security agreements) purporting to convey, transfer or assign any interest in land within Phase X, Section I shall contain appropriate language expressly subjecting the land within such conveyance, transfer, or assignment to all the restrictions set forth herein. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions of Articles and Sections hereof are for convenience only and shall not be deemed to construe or limit the meaning of the language therein.

ARTICLE XI

AMENDMENT

Section 1. So long as Developer shall own one (1) or more lot or lots

in Phase X, Section I this Declaration may be amended at any time by an instrument signed by Developer and by not less than sixty (60%) percent of the owners.

Section 2. At such time as Developer shall cease to own any lot or lots in Phase X, Section I, the vote of Developer shall no longer be necessary to amend this Declaration and same may thereafter be amended by an instrument signed by not less than sixty (60%) percent of the owners.

Section 3. All amendments shall be recorded in the same place and manner as the original of this Declaration.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 9th day of September, 1982.

In the Presence of:

PEBBLEPART, LTD., a South Carolina Limited Partnership
BY: PEBBLE CREEK DEVELOPMENT CORP., its General Partner

BY:

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Barbara A. Bolt, who, being duly sworn, states that (s)he saw the within Pebblepart, Ltd., by its duly authorized officer, sign, seal and as its act and deed deliver the within written instrument, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 9th day of September, 1982.

(LS)
Notary Public for
My Commission Expires: 4-21-90

RECORDED SEP 16 1982 at 11:35 A.M.