

State of South Carolina )  
County of York )

First Amendment to  
Declaration of Restrictive Covenants  
The Gates at Eastview Subdivision

WHEREAS, Big Vision, LLC (the "Developer") imposed its Covenants, Restrictions, Conditions, Limitations, Easements, and Affirmative Obligations affect the Property (the "Restrictive Covenants") known as The Gates at Eastview Subdivision, said Declaration being recorded August 14, 2007, in Record Book 9347, Page 42, in the Office of the Clerk of Court for York County, South Carolina,

WHEREAS, the Developer is still the owner of all of the Property subject to the Restrictive Covenants;

WHEREAS, the Developer desires to amend the aforementioned Restrictive Covenants;

NOW THEREFORE, the aforementioned Restrictive Covenants are hereby amended as follows:

- (1) Article V, Section 5.1 of the Restrictive Covenants is deleted in its entirety and the following substituted in lieu thereof:

5.1 Purpose of Assessment. The assessments levied by the Association shall be used: (a) to provide funds for maintenance, upkeep, landscaping and beautification of the Common Area in Gates at Eastview; (b) to provide services for the Association members to promote the health, safety and welfare of the residents of Gates at Eastview, and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; (c) for the payment of taxes assessed against the Common Area and any Association personal property, for insurance related to the Common Area, for the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, the employment of security personnel; (d) the provision of any service which is not readily available from any governmental authority related to the use, occupancy and enjoyment of the Properties and which the Association shall decide to provide; (e) to provide funds for the maintenance and repair of any street lights, either owned by the Association or rented, and the payment of all utility charges incident thereto, located within the boundaries of the Properties; (f) to provide funds for the maintenance, repair, upkeep and administration of the landscaped areas at the entrance to the Subdivision and the common areas; (g) to provide funds for the maintenance and repair of any Subdivision entrance monuments located on any portion of the Properties or on adjoining land over which the Association has easement rights; (h) to provide funds for the maintenance and repair of all sidewalks in the Subdivision, if any; (i) to provide funds for the maintenance and

repair of the pool, pool storage area, and the building housing the restrooms and changing area in the Subdivision, if any.

(2) Article VI, Section 6.5 of the Restrictive Covenants is deleted in its entirety and the following substituted in lieu thereof:

6.5 Building Requirements.

- (i) General Requirements. The only structures to be erected, altered, placed or permitted on any lot shall be one (1) single-family detached dwelling with a two car garage attached to the house, and one (1) accessory building, which may include a detached garage or storage room, provided, however, that accessory buildings will be permitted only if the accessory building is of consistent architectural style with the main building and is not constructed prior to the main building. In no event shall a metal, aluminum or tin storage building of any kind be permitted on any lot at any time. All construction on lots in the subdivision shall first be approved by the ACC as herein set forth and shall meet all applicable building codes or other statutes or other regulations governing such construction. All construction in Gates at Eastview must be built on site. Thus, no trailers, mobile homes, "double-wides," manufactured homes, modular homes, or the like are allowed in any manner whatsoever. There shall be a minimum roof pitch of 8;12.
- (ii) Square Footage. No single story dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces and attached garages) of less than 2,400 square feet together with a two car garage. No one and a half story dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces and attached garages) of less than 2,500 square feet together with a two car garage. No two story dwelling shall be erected or placed on any Lot having a heated living area (exclusive of uncovered porches, stoops, terraces and attached garages) of less than 2,600 square feet with two car garage. The term "heated living area" shall not be interpreted to include accessory buildings, terraces, decks, open or screened porches, basements and upper levels or attics which are not actually served by heating and air conditioning and is not accessible to the main living areas by permanent fixed stairway.
- (iii) Garage and Off Street Parking. Every lot owner shall provide

space for automobile parking off public streets in accordance with standards established by the ACC, and such parking space shall be completed prior to occupancy. Each home shall have a two car garage.

- (iv) Exterior Materials. Eighty (80%) per cent of the exterior of every home constructed in Gates at Eastview shall consist of either brick, stone or stucco unless a variance therefrom is specifically approved in writing by the ACC.

- (3) Article VI, Section 6.10 of the Restrictive Covenants is deleted in its entirety and the following substituted in lieu thereof:

6.10 Signs. No advertising signs of any type or kind shall be erected, placed or permitted to remain upon or above any Lot or Common Area with the exception of a single sign "For Rent" or "For Sale," which sign shall not exceed two feet by two feet in dimension and shall refer only to the premises on which displayed, there being only one sign to a Lot. Notwithstanding the foregoing, a realtor "For Sale" sign and a sign for the builder, both approved by the ACC, may be placed on the Lot during the new home construction phase.

- (4) Article VI, Section 6.20 of the Restrictive Covenants is deleted in its entirety and the following substituted in lieu thereof:

6.20 Golf Carts. The use of golf carts by owners shall be allowed for transportation to and from the amenities, if any, on those public and private roadways within the Gates at Eastview subdivision. The use of four wheelers shall not be allowed to be used or driven within the Gates at Eastview subdivision.

