

**KEMPER DOWNS
PHASE 2 TOWNHOME ASSOCIATION, INC.**

FIRST AMENDMENT

OF THE

COVENANTS, CONDITIONS AND RESTRICTIONS

OF KEMPER DOWNS, PHASE 2 TOWNHOME ASSOCIATION, INC.

THIS FIRST AMENDMENT OF THE COVENANTS, CONDITIONS AND RESTRICTIONS is made by Metro Homesites, LLC, hereinafter referred to as “Declarant”; and Keystone Homes, Inc., hereinafter referred to as “Keystone”.

WITNESSETH:

Declarant is the developer of certain real property located in Aiken County, South Carolina, known as “KEMPER DOWNS, PHASE 2”, as more particularly described in the Declaration of Covenants, Conditions and Restrictions, recorded in Deed Book 5131, page 2081, et seq, in the Office of the RMC of Aiken County, South Carolina. Keystone is the owner of several lots referenced in the above-stated property description.

In order to supplement and amend the provisions of the Declaration of Covenants, Conditions and Restrictions, as supplemented, and as applicable to KEMPER DOWNS, PHASE 2 (hereinafter referred to as “Covenants”), Declarant hereby supplements and amends the Covenants, as follows:

(1)

(a) Declarant hereby **AMENDS ARTICLE XII, SECTION 6** of the original Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 5131, page 2081, et seq., in the aforesaid RMC Office, to add the following provision and declaration:

In order to ensure the orderly operation and maintenance of the entire development known as “Kemper Downs Phase 2”, the properties subject to the administration of the Kemper Downs Phase 2 Townhome Association, Inc. Declaration of Covenants , Conditions and Restrictions, recorded in the Aiken County RMC Office on December 28, 2023, in Book 5131, pages 2081-2109; and the Bylaws of Kemper Downs Phase 2 Townhome Association, Inc., recorded in the aforesaid RMC Office on December 28 2023, in Book 5132, pages 216-228, this Section has been promulgated for the purposes

of (1) giving the Kemper Downs Phase 2 Homeowners Association, Inc. certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Cumulative Effect; Conflict. The Declaration of Covenants, Conditions and Restrictions of Kemper Downs, Phase 2, recorded in the aforesaid RMC Office on December 22, 2023, in Book 5131, pages 912-946, and provisions of the Bylaws of Kemper Downs Phase 2 Homeowners Association, Inc., recorded on December 28, 2023, in Book 5131, pages 2068-2080, are cumulative with those of the Declaration of Covenants, Conditions and Restrictions of Kemper Downs Phase 2 Townhome Association, Inc. and the Bylaws of Kemper Downs Phase 2 Townhome Association, Inc.; provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, and or any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Kemper Downs Phase 2 Townhome Association, Inc. shall be subject and subordinate to the Declaration of Covenants, Conditions and Restrictions of Kemper Downs, Phase 2, referenced above, and also shall be subject and subordinate to the Bylaws of Kemper Downs Phase 2 Homeowners Association, Inc., also referenced above. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of Kemper Downs Phase 2 Homeowners Association, Inc. shall have priority over the liens for Assessments created in favor of Kemper Downs Phase 2 Townhome Association, Inc.

(b) Declarant hereby **DELETES ARTICLE VII** of the original Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 5131, page 2081, et seq., in the aforesaid RMC Office, in its entirety and replaces it with the following **new ARTICLE VII**, as follows:

**ARTICLE VII
TOWNHOME RESPONSIBILITY FOR MAINTENANCE, INSURANCE, ETC.**

Section 1(a) Landscape responsibility of Association. Notwithstanding other provisions of this Declaration, the Association shall provide maintenance for all the landscaping in the front, rear and side yards (as applicable) of each Townhome, which maintenance shall include mowing lawns, pruning shrubbery, weed control, removal and replacement of dead trees and shrubs (excluding those planted by Owners).

(b) Owners shall not plant, replace or remove any vegetation in the front yard except with the prior written approval of the Association),

Section 2. Association Not Responsible. The Association **SHALL NOT** have any responsibility, mandate, or liability regarding any matters concerning or affecting any of the following:

(a) maintenance, repairing, and replacing, any portion of any roof (including shingles and roof decking) of the Townhomes;

(b) painting and/or staining the exterior of the Townhomes;

(c) installation, servicing, or maintaining any irrigation of any grass and other landscaping serving any portion of any Lot and/or common areas of the Townhomes;

(d) maintaining, repairing and replacing perimeter walls within any perimeter easements area, regardless if such perimeter wall was initially installed by Declarant;

(e) maintaining, repairing and replacing mailbox structures and fences, regardless of whether installed by Declarant, the Association, or any third party; exterior post lights and other exterior improvements;

(f) maintaining, repairing, and replacing exterior walls and foundations of the dwellings; and treating structures for termites;

(g) providing any hazard, fire, and/or general or specific liability insurance coverage to the premises, common areas, townhomes, roofs, or structures related to or incorporated into the Townhomes, or any other type of insurance;

Section 3. Vacancy. In the event a Townhome is unoccupied for a consecutive period of one (1) month or longer, the Association may require the Owner to designate a responsible firm or individual to undertake general maintenance and security responsibilities. The name and contact information of such firm or individual shall be communicated to the Association.

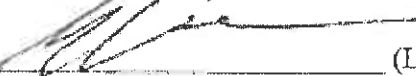
Other than as supplemented and amended as stated herein, all provisions of the Covenants, all as referenced above, are hereby ratified and reaffirmed. The undersigned Declarant states and affirms that it has authority to amend the Original Covenants pursuant to provisions contained in the aforesaid Original Covenants.

IN WITNESS WHEREOF, Declarant has caused this First Amendment of the Covenants, Conditions and Restrictions of Kemper Downs, Phase 2 Townhome Association, Inc. to be executed and sealed by its duly authorized officer(s), this 3rd day of January, 2024.

METRO HOMESITES, LLC

BY:  (L.S.)
Mark Gilliam, its Manager

KEYSTONE HOMES, INC.

BY:  (L.S.)
Mark Gilliam, its President

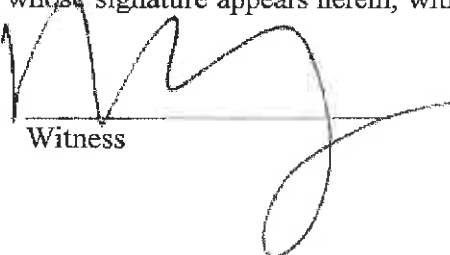
Signed, sealed and delivered
in the presence of:


Witness


Notary Public

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) PROBATE

PERSONALLY appeared before me the Witness above named, and Mark Gilliam, in his capacity as Manager of Metro Homesites, LLC, and Mark Gilliam, in his capacity as President of Keystone Homes, Inc., and made oath that the Witness herein saw the within named Mark Gilliam sign, seal and as his/her/its act and deed, deliver the within written instrument for the uses and purposes therein mentioned and that he/she with the other Witness whose signature appears herein, witnessed the execution thereof.

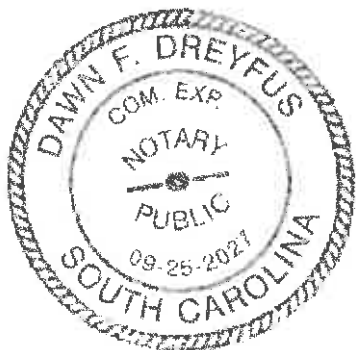

Witness

Sworn to and subscribed before me
this 8th day of January, 2024.



Notary Public for the State of South Carolina

My commission expires: ~~6/9/26~~ 9-25-27



AIKEN COUNTY, SC	
2024005703	AMENDED COVENANTS
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
PRESENTED & RECORDED	
03-14-2024	10:07 AM
JULIE STUTTS	
REGISTER OF DEEDS	
AIKEN, COUNTY SC	
BY: DOLLIE VILLANUEVA	
BK:RB 5146 PG:222-225	