

STATE OF SOUTH CAROLINA        )  
                                                  )  
COUNTY OF GREENVILLE        )        **AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR LAUREL HEIGHTS  
HOMEOWNERS ASSOCIATION, INC.**

This Amendment of the Declaration of Covenants, Conditions and Restrictions for Laurel Heights (hereinafter "Amendment") is entered into be effective as of the 29<sup>th</sup> day of November, 2018, by Laurel Heights Homeowners Association (hereinafter "Association").

**WITNESSETH**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Laurel Heights Phase I was recorded on July 20, 2000 in Book 1918 at Page 1451, together with the Declaration of Covenants, Conditions and Restrictions for Laurel Heights, Phase II recorded on February 13, 2002 in Book 1983 at Page 1790, in the Office of the Register of Deeds for Greenville County, South Carolina (collectively the "Declaration") for certain property located in Greenville County, South Carolina described therein;

**WHEREAS**, the Declaration, in Article XIII, Section 3 of said restrictions reserved the right to change, alter or amend the said restrictions; and

**WHEREAS**, the following modifications to the Declaration have been adopted by the Board and these modifications have been approved by not less than sixty-seven (67) percent of the votes eligible to be cast at the time.

**NOW THEREFORE**, the Declaration of the Protective Covenants for Lauren Heights are hereby amended and from henceforth shall read as follows:

Article IX is hereby amended as follows:

**ARTICLE IX**

**INSURANCE**

Section 1.     By Owners.   Each Owner shall procure and maintain fire and extended coverage insurance as follows:

(a) Coverage.   Each Owner shall maintain insurance for all personal property and contents, removable appliances, improvements and betterments to the individual Unit, in an amount equal to one hundred percent (100%) of its insurable replacement value as

determined annually by the Owner with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief, and

(ii) Such other risks as from time to time shall be reasonably required by the Association.

(b) Liability. Public liability insurance shall be secured by each Owner with limits of liability of no less than Three Hundred Thousand and no/100's Dollars (\$300,000.00) per occurrence.

All policies shall name the Association as one of the insured and copies of said policies and renewals thereof shall be furnished to the Association. Upon failure of an Owner to procure the required coverage or to promptly pay the premiums due thereon, the Association may, but is not required to, procure such insurance and/or to pay the premium due thereon (as the case may be) and the amount of such premium shall be due and payable to the Association on or before the first day of the calendar month following payment of same by the Association, failing which such indebtedness shall become a lien on the Owner's Lot and collectible by the Association, as in the case of unpaid assessments.

Section 2. By Association. The Association shall procure and maintain fire and extended coverage insurance as follows:

(a) Townhome Unit Coverage. The Association shall maintain insurance on all Townhome Units and the structures of each Unit. The structures shall include, but not be limited to, the roofs, interior and exterior walls, sheetrock, paint, carpet, floor coverings, slab foundations, windows, doors, HVAC system and other permanently installed fixtures.

(a.1) Common Area Coverage. The Association shall maintain insurance on all buildings and insurable improvements upon the Common Areas and all personal property of the Association included in the Common areas and facilities.

(b) Common Areas. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance for certificates or mortgagee endorsements to the mortgagees of Owners upon request, therefor by any Owner.

(c) Coverage. All Townhome Units, townhome buildings, and insurable improvements upon the Common Areas and all personal property of the Association included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent

(100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief, and

(ii) Such other risks as the Association may from time to time elect to protect against.

(d) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million and no/100's Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners, as a group, to a single Owner.

(e) Premium. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the annual assessment described in Article V above.

(f) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to Common Areas and facilities shall be paid to and held by the Association;

(ii) If an insured casualty shall occur on the Common Area, resulting in damage to Lots or to personal property of Owners or injury to an Owner or members of an Owner's family, proceeds from Association insurance shall be held in undivided shares for the affected Owners in proportion to the cost of repairing the damage or injuries suffered by each Owner, which cost shall be determined by the Association;

(iii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner of that Lot shall be held in trust for the mortgagee and the other Owners, as their interests may appear.

Section 3. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs to the Common Area. Any proceeds remaining after defraying such cost shall be distributed to the affected Owners as provided in Section 2 (e)(x)(ii) of this Article.

Section 4. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise control over the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments, plus reserves accumulated at the time of the bonding.

IN WITNESS WHEREOF, The Laurel Heights Homeowners Association, Inc. has executed this Amendment to Declaration of Covenants, Conditions and Restrictions this 29<sup>th</sup> day of November, 2018.

Signed, Sealed and Delivered  
In the Presence Of:

LAUREL HEIGHTS  
HOMEOWNER ASSOCIATION, INC.

Cathy Bouck  
Witness #1

By: Debbie Wallace  
Debbie Wallace  
(Print Name)  
Vice President  
(Title)

Marsha Hunt  
Witness #2/Notary

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

ACKNOWLEDGEMENT

Personally appeared before me the undersigned and made oath that s(he) saw the within-named Debbie Wallace, as an officer/agent of the Laurel Heights Homeowners Association, Inc., sign, seal and as his/her act and deed, deliver the written instrument for the uses and purposes therein mentioned, and that (s)he and the other witnesses witnessed the execution thereof.

Sworn to me this 29<sup>th</sup> day of  
November, 2018

Marsha Gayle Hunt  
Notary Public for South Carolina  
My Commission Expires: Nov. 26, 2022

