

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG) DECLARATION OF PROTECTIVE
 COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS
 OF MILL BROOK - PHASE 3

WHEREAS, the undersigned Developer is the owner of certain lots of land in Spartanburg County, South Carolina, located on the south side of Old Georgia Road, and more particularly shown and described upon plats as follows:

- a. Plat entitled Phase No. 1, Mill Brook Subdivision, prepared by Neil R. Phillips & Company, Inc., dated May 24, 2002, and filed in Plat Book 152, Page 544,
- b. Plat entitled Mill Brook Subdivision, Phase 2, prepared by Neil R. Phillips & Company, Inc., dated Oct. 5, 2004, and filed in Plat Book 157, Page 79, and

WHEREAS, Developer has now developed Phase 3 of Mill Brook contiguous with the above Phase 2 property, such Phase 3 being shown on a plat entitled Phase No. 3, Mill Brook Subdivision, prepared by Neil R. Phillips & Company, Inc., dated July 5, 2006, and filed in Plat Book 163, Page 429, Register of Deeds for Spartanburg County, and

WHEREAS, Developer has subjected Phase 1 properties to protective covenants filed in Deed Book 77-W, Page 530, and Phase 2 properties to protective covenants filed in Deed Book 81-S, Page 716, and now desires to subject Phase 3 of Mill Brook to protective covenants, as detailed below, and

WHEREAS, Mill Brook Subdivision is a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots and property in Mill Brook to the above said Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Mill Brook, and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created, and is incorporating under the laws of the State of South Carolina, as a non-profit corporation, Mill Brook Homeowners Association, Inc., for the purpose of exercising the functions aforesaid, and

WHEREAS, pursuant to Paragraph 41 of said Protective Covenants filed in Deed Book 77-W, Page 530, and in Deed Book 81-S, Page 716, Developer reserved the unilateral right to waive, modify, supplement or change in writing, any of the terms thereof with respect to the application thereof to any lot or lots.

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 Office of Register of Deeds, Spartanburg, S.C.
 Stephen Ford, Register



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above described plat of Phase 3, and pursuant to Paragraph 41 of said Protective Covenants filed in Deed Book 77-W, Page 530, and in Deed Book 81-S, Page 716,

the undersigned Developer does hereby supplement the Protective Covenants filed in Deed Book 81-S, Page 530, Register of Deeds For Spartanburg County, as follows:

1. The following property is hereby added to and is subject to the Protective Covenants filed in Deed Book 81-S, Page 716:

MILL BROOK, PHASE 3

All those parcels or lots of land located to the south of Old Georgia Road, shown and designated as Lots Nos. 59 through 106, inclusive, all as shown on plat entitled Phase No. 3, Mill Brook Subdivision, prepared by Neil R. Phillips & Company, Inc., dated July 5, 2006, and filed in Plat Book 163, Page 429, Register of Deeds for Spartanburg County.

2. Applicable as to Phase 3 property owners only, Paragraph 36, sub-paragraph B, Voting Rights, Class B shall be worded as follows:

Class B. Class B members shall be the Developer and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership; or

(b) January 1, 2023.

3. Applicable as to Phase 3 property owners only, Paragraph 38, sub-paragraph C, Basis and Maximum of Annual Assessments, the first three sentences shall be replaced to read as follows:

There will be no annual assessments until the year beginning January 1, 2009. For the year beginning January 1, 2009, the annual assessment shall be One Hundred Sixty & No/100 (\$160.00) Dollars per Lot. Beginning January 1, 2010, the annual assessment may be adjusted by vote of the Members as herein provided.

4. Applicable as to Phase 3 property owners only, Paragraph 38, sub-paragraph G, Date of Commencement of Annual Assessments; Due Dates, the year shall be changed from 2005 to 2009.

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5. Other than as hereby amended for the owners of Phase 3 lots, all of said Covenants shall remain in full force and effect under the terms and conditions as so stated therein.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this December 9, 2008.

Signed, Sealed and Delivered
in the Presence of:
[Signature]
[Signature]

MILL CREEK DEVELOPERS, LLC
By: [Signature] (SEAL)
M. Todd Sill, Manager/Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Mill Creek Developers, LLC, by its Manager/Member, M. Todd Sill, sign, seal and as its act and deed deliver the within written Declaration of Protective Covenants, Conditions, Restrictions and Easements of Mill Brook - Phase 3 and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me
this December 9, 2008.
[Signature] (SEAL)
Notary Public for South Carolina
My Comm. expires: 1-12-16

[Signature]