

FIRST AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
HALF MILE LAKE SUBDIVISION

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HALF MILE LAKE SUBDIVISION, is made and executed in Greenville County, South Carolina, by the undersigned owners of Lots in Half Mile lake Subdivision, and made effective as of the latest date of execution by any of the signatories hereto.

WITNESSETH

WHEREAS, Half Mile Lake Development Corporation, Inc. ("Declarant") heretofore executed the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision ("Declarant") dated April 27, 1988, which Declaration was recorded in the Register of Mesne Conveyances Office for Greenville County on April 28, 1988, in Deed Book 1323 at page 397; and

WHEREAS, Article X, Section 3, of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots;

WHEREAS, the undersigned, consisting of not less than seventy-five (75%) percent of the Lots, desire to amend said Declaration;

NOW, THEREFORE, THE UNDERSIGNED HEREBY PUBLISH AND DECLARE that the Declaration, dated April 27, 1988, and recorded in the Register of Mesne Conveyances Office for Greenville County on April 28, 1988, in Deed Book 1323 at page 397 is hereby amended as follows:

(1) Article I is hereby amended by deleting Section 6 in its entirety and adding a new Section 6 in lieu thereof, as follows:

“Section 6 “Common Area shall mean and refer to all real and personal property within the Property designated as such by Declarant, now or hereafter owned by the Association, along with facilities and improvements erected or constructed thereon, for the common use and enjoyment of the members of the Association.”

(2) Article II is hereby amended by deleting Subsection 1(b) in its entirety and adding a new Subsection 1(b) in lieu thereof, as follows:

“1(b). The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such deed or transfer shall be effective when executed by Declarant or the Association, as appropriate, approved by two-thirds of each class of

members and duly filed with the Register of Mesne Conveyances of Greenville County.”

- (3) Article II is hereby amended by deleting the Subsection 1(f) in its entirety and adding a new Subsection 1(f) in lieu thereof, as follows:

“(f) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area”

- (4) Article IV is hereby amended by deleting Subsection 1(b) in its entirety and adding a new Subsection 1(b) in lieu thereof as follows:

“(b) The Class B Member shall be the Declarant, and it shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total vote outstanding in Class A membership equals the total votes of Class B membership, or
2. on the eighth (8th) anniversary of the date hereof.”

- (5) Article V is hereby amended by deleting Subsection 3(a) in its entirety and adding a new Subsection 3(a) in lieu thereof, as follows:

“(a) Initial Partial Assessment. Each Lot shall be assessed the sum of \$50.00, payable in full at the time of the property containing the Lot is annexed to this Declaration.”

- (6) Article V is hereby amended by deleting Subsection 3(c) in its entirety and adding a new Subsection 3(c) in lieu thereof, as follows:

“(c) Increase by Association. From and after January 1, 1990, the annual assessment may be increase by a percentage greater than that established pursuant to the provisions of the formula set forth in Section 3(d) by an affirmative vote of two-thirds of the Members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. The limitations herein set forth shall not apply to any increase in assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.”

- (7) Article V is hereby amended by deleting Subsection 3(d) in its entirety and adding a new Subsection 3(d) in lieu thereof, as follows:

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“(d) Criteria for Establishing Annual Assessment. In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current costs and expenses of the Association, any accrued debts, and reserves for future needs, but it may not fix the annual assessment in an amount in excess of five (5%) percent per annum above

the maximum annual assessment for the previous year without the consent of Members required by Subsection © of this Section 3.”

- (8) Article V is hereby amended by deleting Subsection 3(e) in its entirety.
- (9) Article V is hereby amended by deleting Subsection 3(f) in its entirety.
- (10) Article V is hereby amended by deleting Section 5 in its entirety and adding a new Section 5 in lieu thereof, as follows:

“Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent or all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting

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may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The subsequent meeting shall be held within sixty (60) days following the preceding meeting.”

- (11) Article X is hereby amended by deleting Section 3 in its entirety and adding a new Section 3 in lieu thereof, as follows:

“Section 3. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with the land and bind the land for a term of

thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots, and thereafter by an instrument signed by the owners of not less than seventy-five (75%) percent of the Lots; provided, however, that the Board of Directors may amend this Declaration, without the consent of Owners, to correct obvious error or inconsistency in drafting, typing, or reproduction. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the Office of the Clerk of Court for

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Greenville County, South Carolina. All amendments shall become effective upon recordation.”

(12) Article X is hereby amended by adding Section 6, as follows:

“Section 6. Annexation. Additional residential property and Common Area, not described on Exhibit A, may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.”

(13) Exhibit A attached to the Declaration, which describes the property which may be subject to the Declaration, is hereby amended by deleting said

Exhibit A in its entirety and adding a new Exhibit A in lieu thereof, attached hereto and incorporated herein by reference.

(14) Except as amended herein, all of the provisions of the Declaration are reaffirmed and remain unchanged.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Half Mile Lake Subdivision effective as of the latest date of execution by any of the signatories hereto.