

COUNTY OF GREENVILLE

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

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HALF MILE LAKE SUBDIVISION,
is made as of the date hereinafter set forth and hereby certified by the Half Mile
Lake Homeowner's Association, Inc., as an official act of said Association.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and
Restrictions for Half Mile Lake Subdivision was recorded in the RMC
Office for Greenville County, South Carolina, on April 28, 1988, in
Deed Book 1323 at page 397; and

WHEREAS, The aforesaid Declaration was amended by a First
Amendment to Declaration of Covenants, Conditions and Restrictions
for Half Mile Lake Subdivision, which was recorded in the RMC
Office for Greenville County, South Carolina, on June 6, 1989, in
Deed Book 1363 at page 971; and

WHEREAS, the aforesaid Declaration was further amended by a
Second Amendment to Declaration of Covenants, Conditions and
Restrictions for Half Mile Lake Subdivision, which was recorded in
the RMC Office for Greenville County, South Carolina, on
December-11, 1996 in Deed Book 1660 at page 279 (the
aforesaid Declaration, as amended, being hereinafter referred to as
the "Declaration"); and

WHEREAS, the Declaration provides in Article X, Section 3 that
the Declaration may be amended by an instrument signed by the
Owners of not less than ninety percent (90%) of the Lots and that
all amendments shall be certified as an official act of the
Association and shall forthwith be recorded in the RMC Office for
Greenville County, South Carolina; and

WHEREAS, the undersigned, being the Owners of not less than
ninety percent (90%) of the Lots, desire to amend the Declaration.

NOW, THEREFORE, undersigned hereby publish and declare, and
the Board of Directors of the Half Mile Lake Homeowner's Association,
Inc., by and through its undersigned members, hereby declares
and certifies as an official act of the Association, that the
Declaration of Covenants, Conditions and Restrictions for Half Mile
Lake Subdivision is amended as follows:

1. Article VI, Section 3 is amended to require in any Building or Residence hereafter constructed minimum heated floor space (as defined in Section 3) of:

(a) 1650 square feet for a one (1) or one and one-half (1 ½) story Building or Residence; and

(b) 1800 square feet for a Building or Residence having more than one and one-half (1 ½) stories.

2. Article VII, Section 2 is amended to add the following to the end of subsection (f): “The following shall be deemed violations of this Section: (a) rental by any Owner of a Residence constructed or acquired primarily for the purpose of rental, rather than sale, and (b) rental by any Owner of more than one Residence.”

3. Article X, Section 4 is amended to add the following sentence at the end of the Section: “All leases shall be subject to the prior written approval of the Association, and no lease of a Residence by any Owner who has not used the Residence as his or her primary residence for a period of twelve (12) months prior to the lease shall be approved unless the Association has determined that such lease does not violate the provisions of Article VII, Section 2.”

4. Article X, Section 1 is amended by adding the following to the end of the first sentence: “, and shall have the right to recover all costs, expenses and attorney’s fees incurred in such proceeding.”

5. Article X, Section 1 is amended by adding the following to the end of the Section. “Any amounts expended by the Association in curing any violation of this Declaration (including costs, expenses and attorneys fees incurred in any enforcement proceeding) shall be a binding personal obligation of the Owner, as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The Association at all times shall have the right, without the further consent of an Owner, to execute and have recorded in the mortgage records for Greenville County, South Carolina, a Statement of Lien setting forth the amount (except for

interest and costs of collection, which may continue to accrue) of any lien created under this Declaration.